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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	REMAX Prestige Shop 7.1 2 Dawn Fraser Avenue, Sydney Olympic Park NSW 2127	**phone**: 02 9319 1864 **email**: jamie.bae@remax.com.au **ref**: Jamie Bae
co-agent		
vendor	Karen Quynh Truong Unit 903 2 Honeyeater Street Lidcombe NSW 2141	
vendor's solicitor	WMG Legal PO Box 3, Gungahlin 2912	**phone**: (02) 6253 9766 **email**: office@wmglegal.com.au **ref**: 23358
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	2 Honeyeater Street Lidcombe NSW 2141 LOT 91 STRATA PLAN SP101329 Folio Identifier 91/SP101329	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions

☐ air conditioning	☒ curtains	☐ insect screens	☐ range hood
☒ blinds	☐ dishwasher	☐ internet/TV receiver	☐ solar panels
☐ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
☐ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☐ stove
☐ clothes line	☐ other:		

exclusions

purchaser

purchaser's solicitor

price

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

balance

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

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA	
Manual transaction (clause 30)	☒ NO	☐ yes

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

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

Land tax is adjustable	☒ NO	☐ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer 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
- ☒ 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 contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to the off the plan contract

Other

- ☐ 61

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

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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.

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33. SPECIAL CONDITIONS PREVAIL

This clause and any subsequent clauses constitute the clauses known as Special Conditions to this Contract. Where there is any inconsistency between the provisions of Clauses 1 to 32 and the Special Conditions, the Special Conditions will prevail.

34. WARRANTY

The Purchaser acknowledges that this Contract is not made relying on any warranty or representation by the Vendor or any person on behalf of the Vendor whether oral or in writing, except those that are expressly provided in this Contract, which sets out the whole agreement between the Parties.

35. AGENT

35.1 The Purchaser warrants that it was not introduced to the Property or the Vendor directly or indirectly by any Agent other than the Vendor's Agent referred to on the front page of this Contract (if any).

35.2 The Purchaser indemnifies the Vendor and will keep the Vendor indemnified from and against:

(a) Any claim for commission which may be made by an Agent because of a breach of the Purchaser's warranty contained in Clause 35.1; and

(b) All costs incurred by the Vendor in connection to any such claim for commission.

35.3 This clause shall not merge on Completion.

36. COMPLETION

36.1 **Notice to Complete**

Where this Contract is not completed by the Completion date, the Party not in default may serve on the other Party a notice to complete which makes time of the essence of this Contract.

36.2 Terms of Notice to Complete

Any notice to complete shall specify a final Completion date which must be at least fourteen (14) days after the date of service of the notice to complete (calculated exclusive of the date of service but inclusive of the nominated date). The Parties acknowledge that a period of fourteen (14) days is sufficient and reasonable for all purposes.

36.3 Removal of Charges

The Vendor is not unable or unready or unwilling to complete this Contract by reason of the existence of any charge on the Property for any rate, tax or outgoing and is entitled to serve a notice to complete on the Purchaser even though at that time there is a charge on the Property for a rate, tax or outgoing.

36.4 Late Completion

If this Contract is not completed by the Completion date, then in addition to any other right that the Vendor may have under this Contract or otherwise, the Purchaser shall on Completion (which expression shall in this special condition include cancellation, rescission or termination) of this Contract:

(a) Pay to the Vendor interest on the whole of the purchase price payable by the Purchaser to the Vendor under this Contract;

(b) The rate of interest is 10% per annum calculated from and including the Completion date up to and including the date on which Completion actually occurs on daily rests;

(c) The obligation of the Purchaser to pay interest and any other costs under this clause to the Vendor is an essential term of this Contract; and the Vendor shall be entitled to delay or refuse Completion of this Contract unless and until such interest and costs shall have been paid.

(d) If Completion of this Contract is delayed solely as a result of the Vendor, default interest is not to be charged for the period during which Completion was delayed solely for this reason.

(e) If this Contract is not completed by the Completion date other than solely due to the default by the Vendor, then the Purchaser must pay to the Vendor $440.00 on Completion as compensation for the additional legal and other expenses incurred by

the Vendor as a consequence of the delay (but not limiting the Vendor's right to claim any further legal and other expenses incurred as a result of the delay). This is an essential term of this Contract.

(f) Interest payable under this clause is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract.

(g) Any such interest (and further costs) shall be a liquidated debt due to the Vendor by the Purchaser and shall be recoverable immediately by the Vendor in any court of appropriate jurisdiction together with all costs and expenses of the vendor relating to such enforcement and collection of payment.

37. NO WARRANTY IN RESPECT OF USE

37.1 The Vendor gives no warranty as to the use to which the Property may be put.

37.2 The Purchaser must satisfy itself on all matters relating to the use of the Property and will be deemed to have entered into this Contract with full knowledge of and subject to any prohibition or restriction upon the use of the Property, whether under any Act, Ordinance, Regulation, By-Law, Town Planning Scheme, Interim Development Order, Order of Court or otherwise.

37.3 If the use to which the Vendor has put the Property is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-Law, Town Planning Scheme, Interim Development Order, Order of Court or otherwise the Purchaser must obtain consent at the Purchaser's own expense.

37.4 Completion of this Contract is not conditional or dependent upon any matter referred to in this condition.

38. EXISTING SERVICES & SEWER DIAGRAM

38.1 Notwithstanding anything hereinbefore contained, the Purchaser shall take title subject to the existing water, sewerage, drainage, gas, electricity and other installations and services and shall not make any objection thereto on the grounds that any connection passes through any other Property or that any connection to any other Property passes through the Property hereby sold. Furthermore, should any water or sewerage main or any underground or surface stormwater pipe pass through, over or under (or should any sewer, manhole or vent be on) the Property hereby sold, the Purchaser shall not make any objection thereto or make any requisitions or claim for compensation in respect thereof.

38.2 Annexed hereto is a copy sewerage service diagram and sewer location print (if applicable) issued by the applicable Water Corporation in relation to the Property. The Purchaser shall make no objection, requisition or claim for compensation in respect of any matter disclosed or referred to in such diagram and sheet or should it be established that any roof or surface water drainage is connected to the relevant supplier's connection.

38.3 The Purchaser cannot make a claim or requisition, delay Completion, or rescind or terminate this Contract in respect of any service benefiting or effecting the Property, including in respect of any of the following matters:

(a) The nature, location, non-availability or availability of any service benefiting or effecting the Property, including anything in connection with the future availability and timing of any installation of any service to the Property;

(b) Any defect in any service benefiting or effecting the Property;

(c) The terms, existence or non-existence of any easement in respect of any service benefiting or effecting the Property or another Property;

(d) Any service benefiting or effecting any other Property which passes through the Property; or

(e) The existence or non-existence of any infrastructure on the Property installed (or that should have been installed) in connection with a service benefiting or effecting the Property or any other Property.

38.4 For the purposes of this Special Condition, service means:

(a) A utility and includes the supply or conduct of water, sewerage, drainage, gas, electricity, telephone, telecommunications, internet; and

(b) Any infrastructure used or installed in connection with a utility including but not limited to any installation, structure or equipment, whether located above or below ground level including conduits, pipes, drains, poles, cables, wires, service ducts, vents, inspection shafts and access points.

39. PURCHASERS REPRESENTIONS, AGREEMENTS AND ACKNOWLEDGEMENTS

39.1 The Purchaser represents and warrants that:

(a) It has relied entirely on its own enquiries with respect to the Property, common Property or owners corporation;

(b) It accepts the land (including its measurements, area and boundaries) whether it is identical to the land described in this Contract or described in the certificate of title for the land or not;

(c) It is satisfied about the purposes for which the Property may be used and about all restrictions and prohibitions effecting development of the Property;

(d) It is satisfied as to the nature, quality, condition, state of repair of the Property and common Property and the land, and accepts the Property despite any:

(i) Latent or patent defects in the quality of the improvements or common Property; or

(ii) Non-compliance in respect of the Property, common Property or owners corporation with the provisions of the *Local Government Act 1993 (NSW), the Environmental Planning and Assessment Act 1979 (NSW), the Strata Schemes Management Act 2015 (NSW)* or *the Strata Schemes Development Act 2015 (NSW).*

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

(f) It has read all the documents attached to this Contract; and

(g) It has obtained appropriate independent advice on and is satisfied about:

(i) The Purchaser's obligations and rights under this Contract;

(ii) The nature of the Property and the purpose for which the Property may be lawfully used.

39.2 The Purchaser acknowledges that the Vendor has entered into this Contract on the basis that the presentations and warranties contained in Clause 39.1 are true and not misleading.

39.3 The Purchaser cannot make a claim or requisition, delay competition, or rescind or terminate this Contract in respect of:

(a) Any of the matters referred to in Clause 39.1;

(b) The state of repair of the improvements and inclusions forming part of the Property;

(c) Any loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Property between the Contract date and Completion;

(d) Any non-compliance with the conditions of any development consent issued in respect of the Property;

(e) If the Property comprises one or more lots in a strata scheme, the compliance by the owners corporation of that strata scheme with *the Strata Schemes Management Act 2015* (*NSW*);

(f) The roof or surface water drainage from the Property being connected to a sewerage service; or

(g) The state of repair of any onsite effluent treatment system located on the Property and any non-compliance of such a system under any legislation.

40. INCAPACITY

40.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to a Party had this clause not been included in this Contract should either Party prior to Completion:

(a) Die or become mentally ill then the other Party may, unless prevented by any statue rescind this Contract by notice in writing served on the solicitors named as the first Party's solicitors in this Contract or if none are named by leaving such notice at the address of the first Party shown on the front page of this Contract.

(b) Be declared bankrupt or enter into any scheme or make any assignment for the benefit of any creditors, or being a company resolve to go into liquidation or have a petition for its winding up presented or enter into any scheme of arrangement with any of its creditors or should any liquidator, provisional liquidator, receiver, or receiver and manager, or administrator be appointed to it then it shall be in default hereunder and the other Party shall be at liberty to exercise all of the rights conferred hereunder as a result of the other's Parties default.

41. FOREIGN INVESTMENT REVIEW BOARD

The Purchaser further acknowledges that if the promise in Clause 22.1 is untrue in any respect, the Purchaser hereby indemnifies the Vendor against any loss which the Vendor may suffer as a result of the Vendor having relied on the promise.

42. PURCHASER'S REMEDY

42.1. The Purchaser acknowledges and agrees that the Purchaser's only remedy in the event of a breach by the Vendor of the warranties deemed to be included in this Contract by section 52A of the *Conveyancing Act* 1919 and the *Conveyancing (Sale of Land) Regulation* 2022 is rescission of this Contract.

42.2. The Purchaser also acknowledges that the Vendor may treat a claim for compensation by the Purchaser as a requisition.

43. ACCESS TO SWIMMING POOLS

43.1 Even if a certificate of compliance is annexed to this Contract, the Vendor does not warrant that any swimming pool on the Property complies with the requirements imposed by the *Swimming Pools Act 1992* and the Regulations prescribed thereunder.

43.2 The Purchaser shall not be entitled to make a claim for compensation, objection or requisition, or rescind or terminate this Contract in respect of:

(a) any swimming pool on the Property;

(b) any fence, gate, window or door around the swimming pool or on the Property;

(c) any absence of a fence, gate, window or door around the swimming pool or on the Property;

(d) any non-compliance with the *Swimming Pools Act* 1992; and

(e) any matter noted, or any matter related to or arising from any matter noted on a certificate of compliance or non-compliance as the case may be.

43.3 Where this Contract contains a certificate of non-compliance:

(a) the Vendor discloses that the Vendor will not attend to any of the rectification works to render the swimming pool compliant with the *Swimming Pools Act* 1992 and any

associated Regulations;

(b) the Purchaser must, after Completion, carry out all rectification works to render the swimming pool compliant with the *Swimming Pools Act* 1992 and must obtain a certificate of compliance in accordance with that Act. The Purchaser's obligation under this additional condition does not merge on Completion.

(c) the Purchaser agrees that such rectification work shall be undertaken by them within ninety (90) days after Completion of the sale;

(d) to the extent that the Certificate of non-compliance would otherwise be construed as a work order then the provisions of ordinary condition 11 of the Contract shall not apply in relation to the Certificate of Non Compliance;

(e) the Purchaser shall not be entitled to make a claim for compensation, objection or requisition, or rescind or terminate this Contract in respect of anything or matter referred to, arising from or related to this special condition 43.3; and

(f) this clause and its rights and obligations shall not merge upon Completion.

44. BUILDING CERTIFICATE

44.1 This Contract is not conditional upon the issue of a building information certificate under section 6.26 of the *Environmental Planning and Assessment Act 1979* as amended in respect of the whole or any part of the Property. The Purchaser will not require the Vendor to make application for or do anything towards obtaining such a certificate or otherwise to comply with the requirements of the Local Council relating to the issue of such a certificate.

44.2 If the Purchaser desires to obtain a building information certificate, the Purchaser will apply for it at the Purchaser's expense. If the relevant Local Council refuses or fails to issue a building information certificate, that refusal or failure or the facts upon which such refusal or failure are based will not be a defect in the Vendor's title to the Property and the Purchaser must take title notwithstanding such refusal or failure or facts.

45. SUBJECT TO COVENANTS, EASMENTS ETC.

The Property is sold and the Purchaser shall take title subject to all matters including the rights of way, covenants and easements noted on the relevant Certificate of Title and the Purchaser shall make no requisition, objection or claim for compensation notwithstanding that such matters are not disclosed in this Contract.

46. DISCHARGE OF MORTGAGE/WITHDRAWAL OF CAVEAT

The Purchaser shall not object if on Settlement the Vendor hands to the Purchaser a duly executed Discharge of Mortgage (or other encumbrance) or Withdrawal of Caveat in registrable form in respect of any mortgage, encumbrance or caveat then registered or entered against the Vendor's title provided that the appropriate registration fees shall be allowed by the Vendor at Completion.

47. PARTICULARS OF TITLE

47.1 The Purchaser acknowledges that the Particulars set out in this Contract constitute a proper and sufficient statement of the Vendor's title and the Purchaser shall not require the Vendor to furnish to the Purchaser a written statement of the Vendor's title.

48. BALANCE OF DEPOSIT

48.1 Notwithstanding anything to the contrary, if the Vendor agrees to accept less than 10% of the purchase price as a deposit upon exchange, the deposit shall be deemed to be paid in instalments as follows:

(a) The first deposit instalment of 5% of the purchase price is payable on the date of exchange; and

(b) The second deposit instalment of 5% of the purchase price is payable on the Completion date.

48.2 In the event that:

(a) The Purchaser defaults in the observance of any obligation hereunder which is or the performance of which has become essential; and

(b) The Purchaser has paid a deposit which is less than 10% of the purchase price; and

(c) The Vendor terminates this Contract then the Vendor shall be entitled to recover from the Purchaser an amount equal to 10% of the purchase price (less any deposit instalment amount already paid), as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the Vendor herein contained or implied, notwithstanding any rule of law or equity to the contrary. This condition shall not merge upon Completion of this Contract.

49. ADJUSTMENT OF LAND TAX

Despite anything contained in Clauses 14.1 and 14.2, if land tax has been paid or is payable for the year (whether by the Vendor or by the predecessor in title) land tax adjustment is required and shall be made at Settlement on the whole of the land tax payable (not just on a single holding basis).

50. FORM OF REQUISITION

50.1 The Purchaser agrees that the only form of requisition that the Purchaser may serve on the Vendor is the form of requisition annexed hereto.

50.2 The Purchaser agrees that notwithstanding any other provision of this Contract, the Vendor is not obliged to reply to any requisitions on title unless made in the form referred to in paragraph 50.1.

51. STAMP DUTY

The Purchaser shall pay all stamp duties (including penalties and fines) which are payable in connection with this Contract and shall indemnify the Vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Commissioner for Stamp Duties in relation to those duties. This condition shall not merge or be extinguished on Completion of this Contract.

52. NO SURVEY & NO OBJECTION & NO RIGHT TO OBJECT

The Purchaser shall make no objection, requisition or claim for compensation in respect of:

(a) The fact that any building presently erected upon the subject land may not comply in any way with the Local Government Ordinances;

(b) The fact that the whole or any part of the building may encroach upon any land other than the subject land or the fact that any other building or structure may encroach upon the subject land;

(c) If annexed to this Contract is a Survey Report (of any description) relating to the Property, the purchasers acknowledge that any encroachment by or upon the Property and/or any non-compliance that may be specifically disclosed and shown in the report. The Vendor makes no warranties or representations in respect of any of the matters disclosed in the report, nor does the vendor warrant the accuracy of the report. The Purchaser shall rely on its own enquiries in relation to the report and shall not make any requisitions, objections, claims for compensation nor delay Settlement in relation to any aspect of the survey, including (but not limited to) any encroachment and/or non-compliance as previously mentioned.

53. ADJUSTMENTS

The Parties agree to adjust all usual outgoings and all amounts under the Contract on Settlement, but if any amount is incorrectly calculated, overlooked or an error has been made in such calculations the Parties agree to correct such error and to reimburse each other accordingly after Settlement. This clause shall not merge on Completion.

54. FINANCE APPROVAL

The Purchaser warrants to the Vendor that the Purchaser either:

(a) holds a current loan approval in an amount and upon terms which the Purchaser considers to be reasonable and sufficient to enable Completion of this Contract; or

(b) the Purchaser does not require finance to enable Completion of this Contract within the time stipulated in this Contract; and

(c) the Purchaser acknowledges that as a result of making this disclosure the Purchaser cannot terminate pursuant to the *National Credit Code (Schedule 1 to the National Consumer Credit Protection Act 2009 (Cth))*.

55. SEVERABILITY

If any provision of this Contract offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:

(a) where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and

(b) in any other case the offending provision must be severed from this Contract and the remaining provisions of this Contract operate as if the severed provision had not been included.

56. GUARANTEE & INDEMNITY

56.1 Purchaser is a Company If the Purchaser of the Property is a Company (other than a public company listed on an Australian Stock Exchange) where the officers or persons who execute this Contract on behalf of the Company or who attest the affixing of the seal of the Company of this Contract ("guarantor") hereby jointly and severally;

(a) guarantee to the Vendor the performance of all obligations of the Purchaser under this Contract, including the payment of all money payable or recoverable from the Purchaser, notwithstanding this Contract is not enforceable against the Purchaser in whole or is varied without notice to the guarantor; or in part,

(b) indemnify the Vendor in respect of any default of the Purchaser under this Contract; and

(c) acknowledge this document is deemed to be a deed by virtue of such execution.

56.2 This guarantee and indemnity is given by each guarantor as a principal and is not discharged or released by any release or variation of this Contract.

56.3 The Purchaser must procure each director of the Purchaser to execute the guarantee and indemnity in the form of Annexure B to this Contract and to deliver it to the Vendor's Solicitor on or before the Date of this Contract.

56.4 Compliance with this clause is an essential term of this Contract. This clause does not merge on Completion

57. ELECTRONIC SETTLEMENT

57.1 If this Contract nominates an electronic transaction, the Parties agree to settle this Sale electronically in accordance and compliance with the *Electronic Conveyancing National Law*. In the event that the Purchaser's solicitor/conveyancer is unable or unwilling to settle this matter on the PEXA Platform, then the Purchaser agrees to allow the Vendor's solicitor reasonable expenses in the sum of $350.00 (plus GST) to attend Settlement at either the office of the Vendor or the Vendor's mortgagee on title. These expenses are a genuine pre-estimate of actual expenses incurred by the Vendor's solicitor/conveyancer if Settlement does not take place electronically.

57.2 The provisions of this Contract continue to apply as modified by the electronic Settlement procedures unless for any reason a Party notifies the other, 21 days prior to the Completion date, in writing that Settlement can no longer be conducted electronically at which time the matter will proceed as a paper Settlement.

57.3 The Vendor agrees to open and populate the electronic workspace, including the date and time of Settlement and invite the Purchaser and any discharging mortgagee to join, failing which the Purchaser may do so.

57.4 Within 7 days of receipt of the invitation the Purchaser must join and create an electronic transfer and invite any incoming mortgagee to join as soon as reasonably practicable thereafter.

57.5 Completion takes place when the financial Settlement takes place.

57.6 Anything that cannot be delivered electronically must be given to the relevant Party immediately following Settlement.

57.7 If time is of the essence of the transaction and Settlement fails to proceed due to a system failure then neither Party will be in default.

58. BUILDING AND PEST REPORT

58.1 If this Contract contains a Building and Pest Report, the Purchaser shall by way of an adjustment on Completion, in addition to the Purchase Price, pay the Vendor (or the inspector, as the case may be), the cost of the Building and Pest Report.

59. Requisition on Title

59.1 The Purchaser acknowledges and agrees that they are not permitted to make or otherwise raise requisitions on title.

59.2 In recognition of the Purchaser's agreement not to make or raise requisitions on title the Vendor warrants to the best of their knowledge as follows:

1. The Vendor has capacity to enter into and complete the Contract;
2. There is no current litigation by any persons affecting the Property;
3. There is no Court Order affecting the Vendor or Property which would result in this Contract being unenforceable; and
4. The Vendor is, or will be entitled to be, the Registered Proprietor of the Property on Completion.

60. ALTERATIONS TO STANDARD CONDITIONS

The Parties acknowledge and agree that the standard conditions of the Contract shall be amended as follows:

60.1 Clause 1-definition of "Work order"-in the first line after the word "order" insert the words "in writing issued by a competent authority".

60.2 Clause 5.2.3-by deleting the words "within a reasonable time" and inserting the words "within 21 days of the date of this Contract"

60.3 Clause 7.1.1 is deleted.

60.4 Clause 7.2.1 is amended by deleting the figure "10%" and replacing with the figure "1%".

60.5 Clause 8.1 is amended by the deletion of the words "on reasonable grounds" where appearing in the first line and the addition of the words "at the discretion of the Vendor" at the end of the clause.

60.6 Clause 10.1.2 is amended by adding the words "or the non-availability of a service" after the word "Property" where it appears for the second time on line 2 of that clause.

60.7 Clause 10.2 is amended by adding the words "make a claim or requisition" before the words "or terminate".

60.8 Clause 10.1.8 and 10.1.9 are amended by deleting "substance" and substituting "existence" and deleting the word "disclosed" and replacing with the word "noted".

60.9 Clause 10.3 is amended by inserting the words "delay Completion or" before the words "rescind or terminate".

60.10 Clause 10 is amended by inserting the following additional clause:

"10.4 For the purpose of this clause 10 the Vendor discloses all of the material appearing in the documents attached to this Contract whether specified in the table on page 2 or not and all of that material is deemed to be disclosed in substance in this Contract".

60.11 The unnumbered paragraph immediately below the heading to Clause 12 is deleted and replaced with the following: "The Vendor will act reasonably in considering a request made by the Purchaser, subject to the rights of any tenant –".

60.12 Clause 12.1 is amended by replacing the words “reasonably required” with the words “which must be agreed to by the Vendor in its absolute discretion”.

60.13 Clause 12.2 is deleted.

60.14 Clause 14.4.2 is deleted.

60.15 Clause 18.7 is amended by deleting the words “none is payable” and substituting the words “then the fee shall be the amount which is 0.15% of the Purchase Price payable for each week or part of a week that the Purchaser is in possession of the Property”.

60.16 Clause 23.13 is amended by deleting the word “vendor” and substituting with the word “purchaser”.

60.17 Clause 31.2 is deleted.

ANNEXURE B

GUARANTEE AND INDEMNITY

..... (the Buyer)

Has entered into a contract (the Contract) dated .....

With the Seller to purchase the Property from the Seller.

Under the terms of the Contract,

.....

.....

.....

.....

.....

.....

(full names and addresses)

(the Guarantor) must execute and deliver this guarantee and indemnity to the Seller on or before the Date of this Contract.

The Guarantor wishes the Buyer to not be in breach of the Contract, and therefore covenants with the Seller as follows:

1. The Guarantor, as a principal obligor and not merely as surety, irrevocably and unconditionally guarantees to the Seller (and indemnifies the Seller in respect of) the due and punctual performance of all the obligations of the Buyer under or arising out of the Contract including (without limitation):
    a. The prompt payment of all amounts payable by the Buyer under the Contract;
    b. The prompt performance of all other obligations of the Buyer under the Contract; and
    c. The prompt payment of all amounts for which the Buyer may become liable in respect of any breach of the Contract.
2. The Guarantor agrees that the Guarantor's obligations under this guarantee and indemnity will be unconditional irrespective of:
    a. The validity, regularity and enforceability of any provision of the Contract;
    b. The absence of any action by the Seller or the Buyer to enforce the Contract;
    c. The waiver or consent of the Seller in respect of any provision of the Contract;
    d. The recovery of any judgment against the Buyer;
    e. Any action to enforce judgment against the Buyer;
    f. Any variation of the terms of the Contract;
    g. Any time or indulgence granted to the Buyer by the Seller;
    h. The dissolution of the Buyer;
    i. Any changes in the status, function, control or ownership of the Buyer;
    j. Any consolidation, merger, conveyance or transfer by the Buyer;
    k. Any other dealing, transaction, or arrangement between the Seller and the Buyer; or
    l. Any other circumstances which might otherwise constitute a legal or equitable discharge of or defence to a surety.
3. This guarantee and indemnity will be a continuing guarantee and indemnity which will not be discharged except by complete performance of all the obligations of the Buyer under or arising out of the Contract.
4. The Seller may require the Guarantor to make a payment or perform any other obligation of the Buyer under or arising out of the Contract:
    a. Without first asking the Buyer to do so; and
    b. Irrespective of whether such payment or other obligation would be enforceable against the Buyer.
5. The Guarantor agrees to pay and indemnify the Seller against all stamp duty (if any) in respect of this guarantee and indemnity.

6. Where more than one person is Guarantor under this guarantee and indemnity, the word Guarantor refers to, and this guarantee and indemnity binds, each of them individually and any two (2) or more of them jointly.

Guarantors:

Signed, Sealed & Delivered by

In the presence of:	Signature of Guarantor
Name of Witness	Name of Guarantor

Signed, Sealed & Delivered by

In the presence of:	Signature of Guarantor
Name of Witness	Name of Guarantor

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 91/SP101329

SEARCH DATE	TIME	EDITION NO	DATE
5/11/2026	5:21 PM	6	9/7/2024

LAND

LOT 91 IN STRATA PLAN 101329
AT LIDCOMBE
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

KAREN QUYNH TRUONG (T AU229269)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP101329
2 AU229270 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

23358... PRINTED ON 5/11/2026

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Received: 05/11/2026 17:21:33

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101329

SEARCH DATE	TIME	EDITION NO	DATE
5/11/2026	5:21 PM	7	28/10/2025

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 101329 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LIDCOMBE
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SP101329

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 101329
ADDRESS FOR SERVICE OF DOCUMENTS:
THE OWNERS - STRATA PLAN NO. SP101329
PO BOX 265
HURSTVILLE BC
NSW 1481

SECOND SCHEDULE (38 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 DP1260687
3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP101327
4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
5 DP1030892 RIGHT OF CARRIAGEWAY VARIABLE WIDTH REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
DP1063407 RELEASED IN SO FAR AS IT AFFECTS THE NEW ROAD IN DP1063407
6 DP1030892 RIGHT OF CARRIAGEWAY VARIABLE WIDTH REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
7 AD627184 POSITIVE COVENANT
8 DP1219394 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AND VARIABLE WIDTH REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
9 DP1260687 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (38 NOTIFICATIONS) (CONTINUED)
---

10 DP1260687 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
11 DP1260687 EASEMENT FOR SERVICES REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
12 DP1260687 EASEMENT FOR SERVICES REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
13 DP1260687 EASEMENT TO USE FIRE STAIRS AND PASSAGES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
14 DP1260687 EASEMENT TO USE FIRE STAIRS AND PASSAGES APPURTENANT TO THE LAND ABOVE DESCRIBED
15 DP1260687 EASEMENT TO ACCESS SHARED FACILITIES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
16 DP1260687 EASEMENT TO ACCESS SHARED FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED
17 DP1260687 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
18 DP1260687 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
19 DP1260687 EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
20 DP1260687 EASEMENT FOR GARBAGE COLLECTION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
21 DP1260687 EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
22 DP1260687 EASEMENT FOR ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
23 DP1260687 EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
24 DP1260687 EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
25 DP1260687 EASEMENT FOR SERVICES REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
26 DP1260687 EASEMENT FOR ACCESS 1.96 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
27 DP1260687 EASEMENT FOR SERVICES 1.96 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
28 DP1260687 EASEMENT FOR WATER SUPPLY PURPOSES OVER EXISTING LINE OF PIPES (LIMITED IN STRATUM) AFFECTING THE PART(S)

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (38 NOTIFICATIONS) (CONTINUED)

		SHOWN SO BURDENED IN THE TITLE DIAGRAM
29	DP1260687	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
30	DP1260687	POSITIVE COVENANT REFERRED TO AND NUMBERED (17) IN THE S.88B INSTRUMENT
31	DP1260687	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT
32	DP1260687	POSITIVE COVENANT REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT
33	DP1260687	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (20) IN THE S.88B INSTRUMENT
34	AQ370196	POSITIVE COVENANT
35	DP1262759	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
36	AS288623	ORDER OF COURT
37	AT691825	INITIAL PERIOD EXPIRED
38	AV541964	CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 101329

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	103	2	106	3	144	4	141
5	151	6	117	7	101	8	106
9	109	10	77	11	77	12	100
13	97	14	101	15	117	16	118
17	101	18	107	19	109	20	77
21	68	22	101	23	98	24	101
25	118	26	103	27	102	28	107
29	110	30	77	31	69	32	101
33	99	34	102	35	120	36	103
37	108	38	111	39	77	40	69
41	102	42	99	43	102	44	120
45	121	46	103	47	108	48	111
49	78	50	78	51	103	52	100
53	103	54	121	55	127	56	104
57	109	58	112	59	78	60	78
61	103	62	101	63	103	64	123
65	128	66	105	67	109	68	113
69	78	70	78	71	104	72	101
73	104	74	124	75	111	76	109
77	105	78	110	79	113	80	79
81	79	82	105	83	102	84	105
85	109	86	106	87	111	88	151
89	144	90	103	91	105	92	107

END OF PAGE 3 - CONTINUED OVER

FOLIO: CP/SP101329 PAGE 4

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

STRATA PLAN 101329

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
93	111	94	154	95	147		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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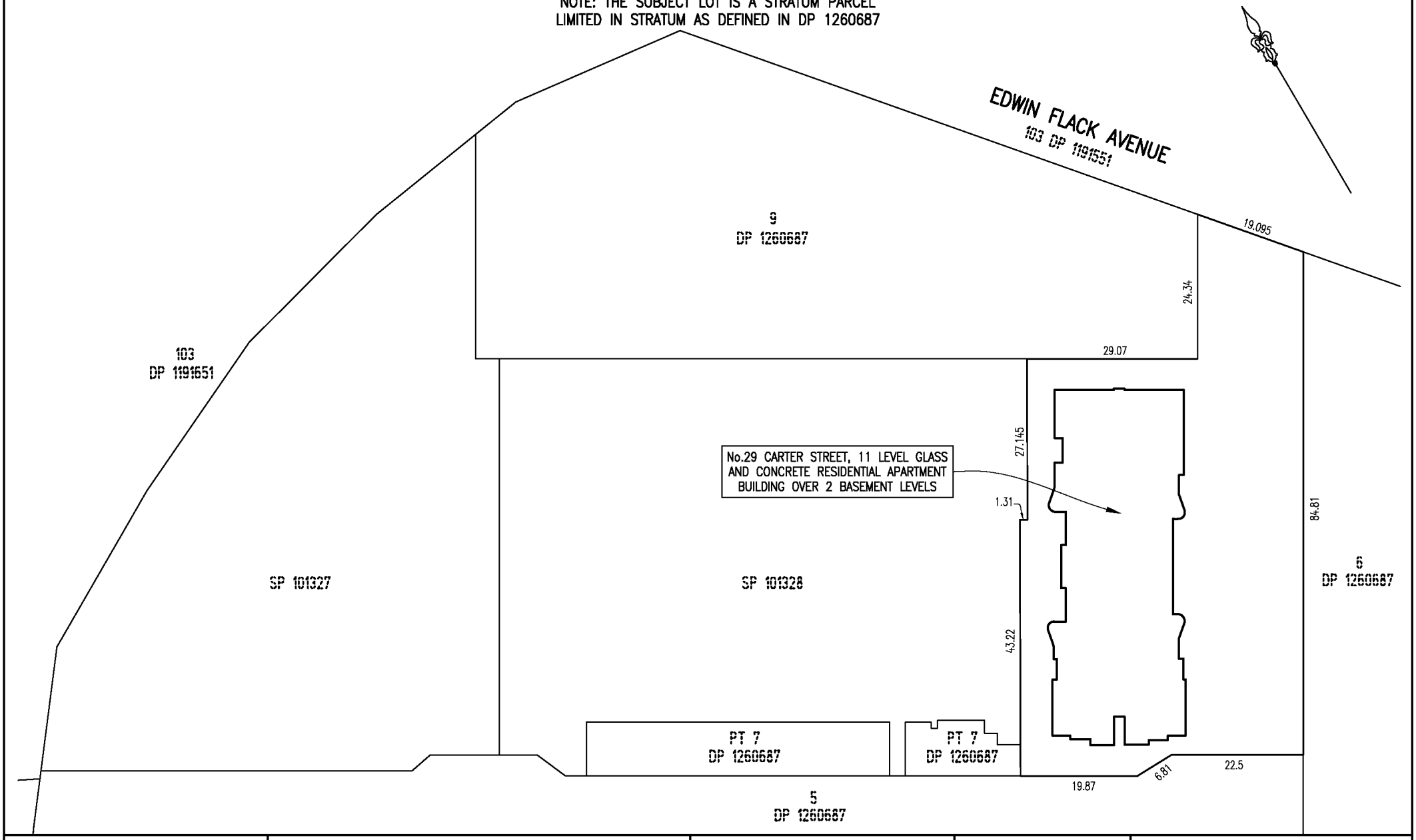
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LOCATION PLAN – SITE PLAN

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL
LIMITED IN STRATUM AS DEFINED IN DP 1260687



SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3B2 SP–AR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:600 Lengths are in metres.	REGISTERED 21/12/2020	SP101329

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3B2\160826 3B2 SP–AR–SHT01 SITE.dwg

Req:R085898 /Doc:SP 0101329 P /Rev:05-May-2022 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:1 of 25
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No.29 CARTER STREET, 11 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

LOCATION PLAN – BASEMENT 2 & BELOW

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1260687

GLOBAL EASEMENTS AFFECTING THE WHOLE OF THE SUBJECT LAND CREATED BY DP 1260687

EASEMENT FOR SUPPORT AND SHELTER
EASEMENT FOR SERVICES
EASEMENT TO USE FIRE STAIRS AND PASSAGES
EASEMENT TO ACCESS SHARED FACILITIES

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

EASEMENT
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1260687)
(1D) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (DP1262759)

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

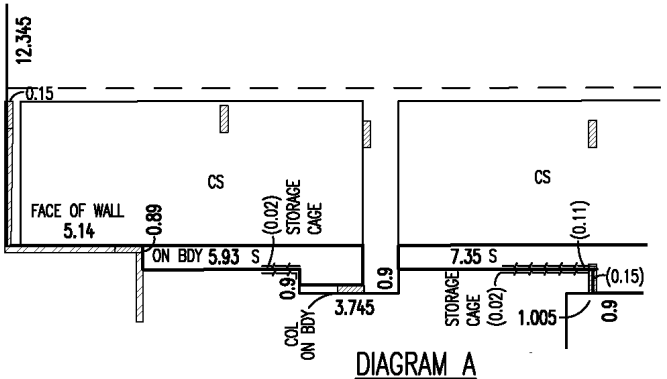
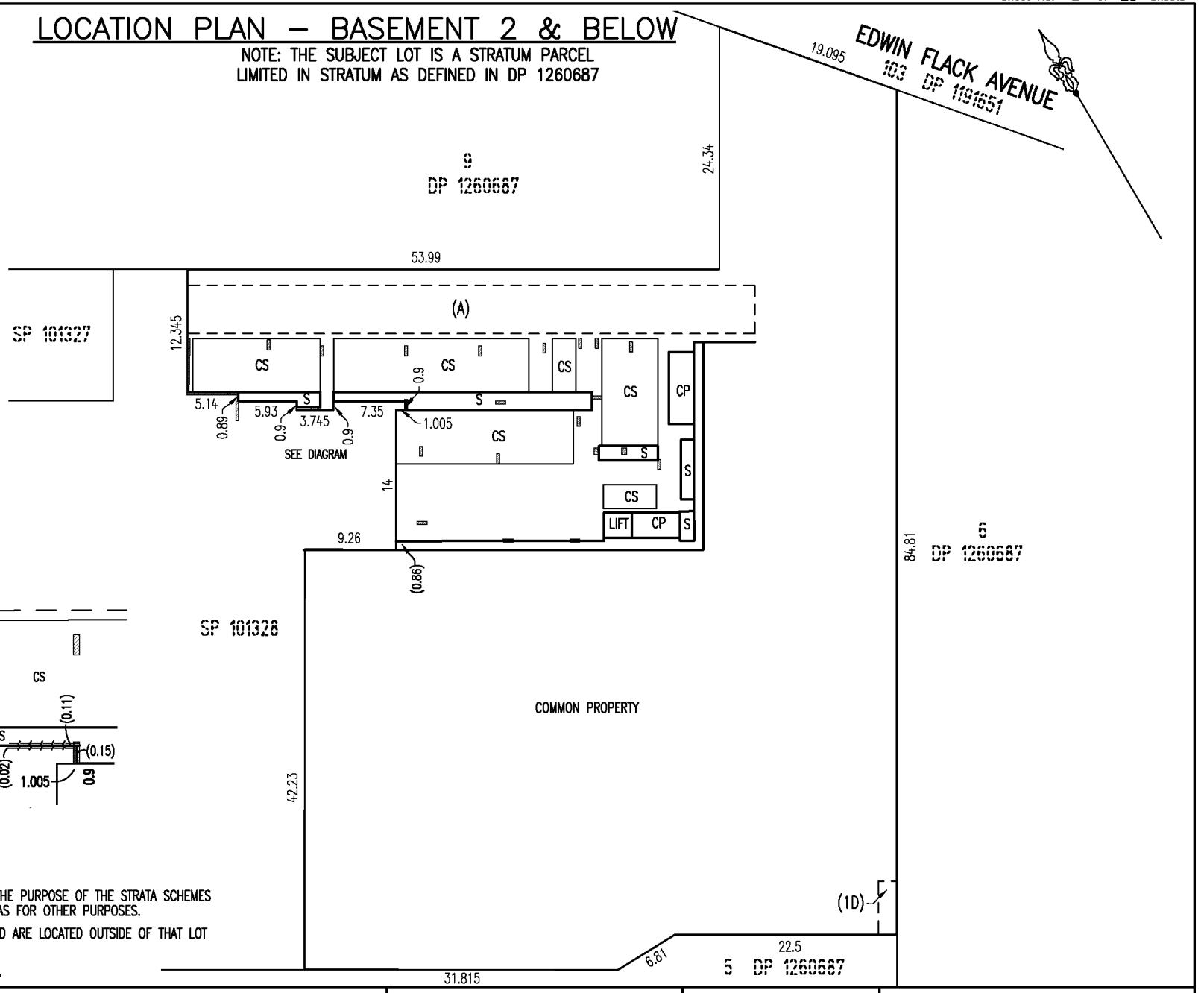


DIAGRAM A
SCALE 1:200



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: 22/04/2020 Reference: 160826 3B2 SP–AR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 21/12/2020	SP101329

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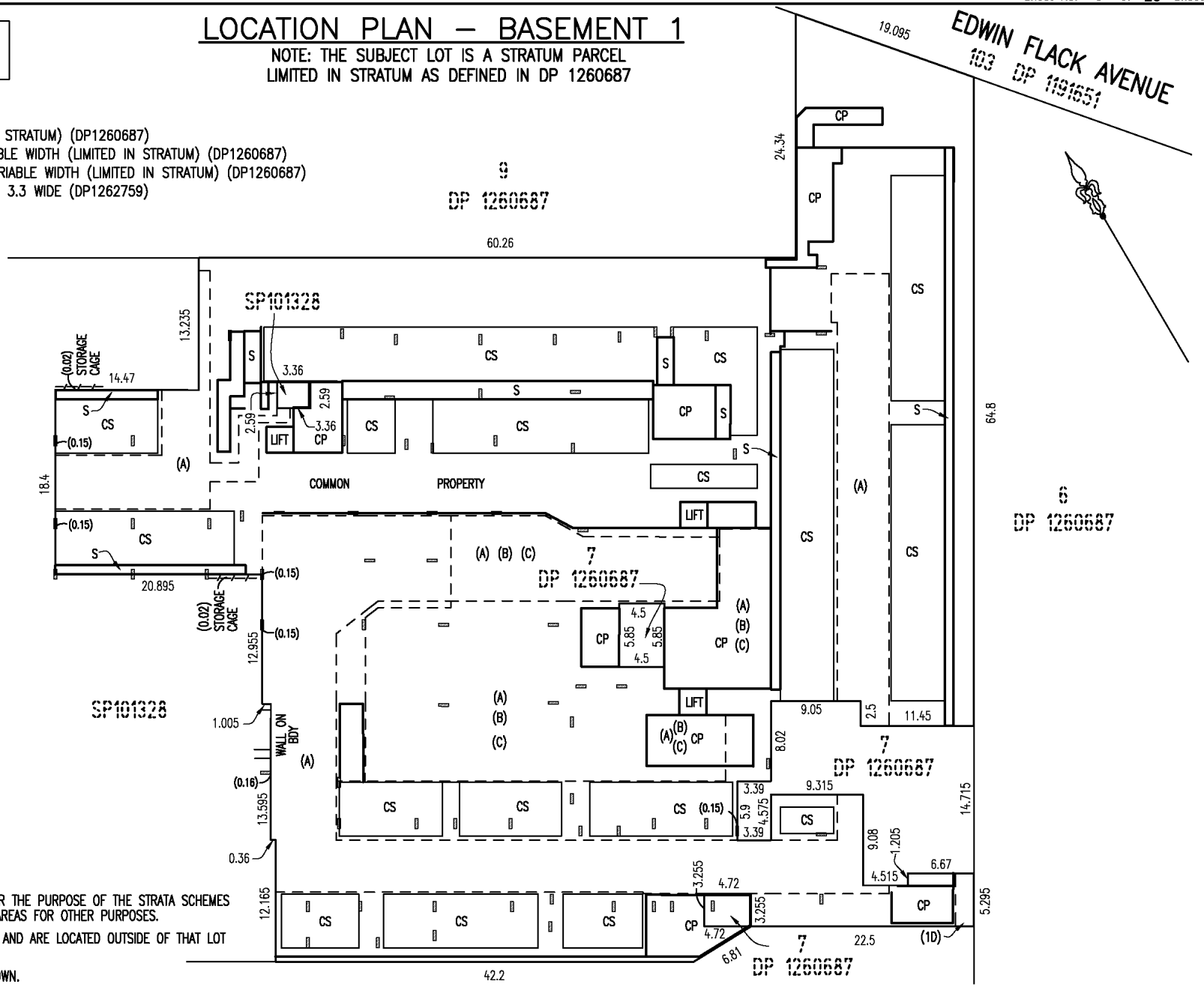
No. 29–33 CARTER STREET, 13 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

LOCATION PLAN – BASEMENT 1

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1260687

EASEMENT
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1260687)
(B) EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (DP1260687)
(C) EASEMENT FOR GARBAGE COLLECTION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1260687)
(1D) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (DP1262759)

CP – DENOTES COMMON PROPERTY
CS – DENOTES CAR SPACES
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 4 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 21/12/2020	SP101329
Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3B2 SP–AR				

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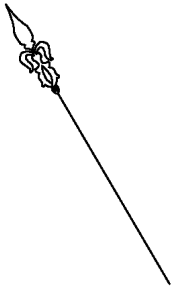
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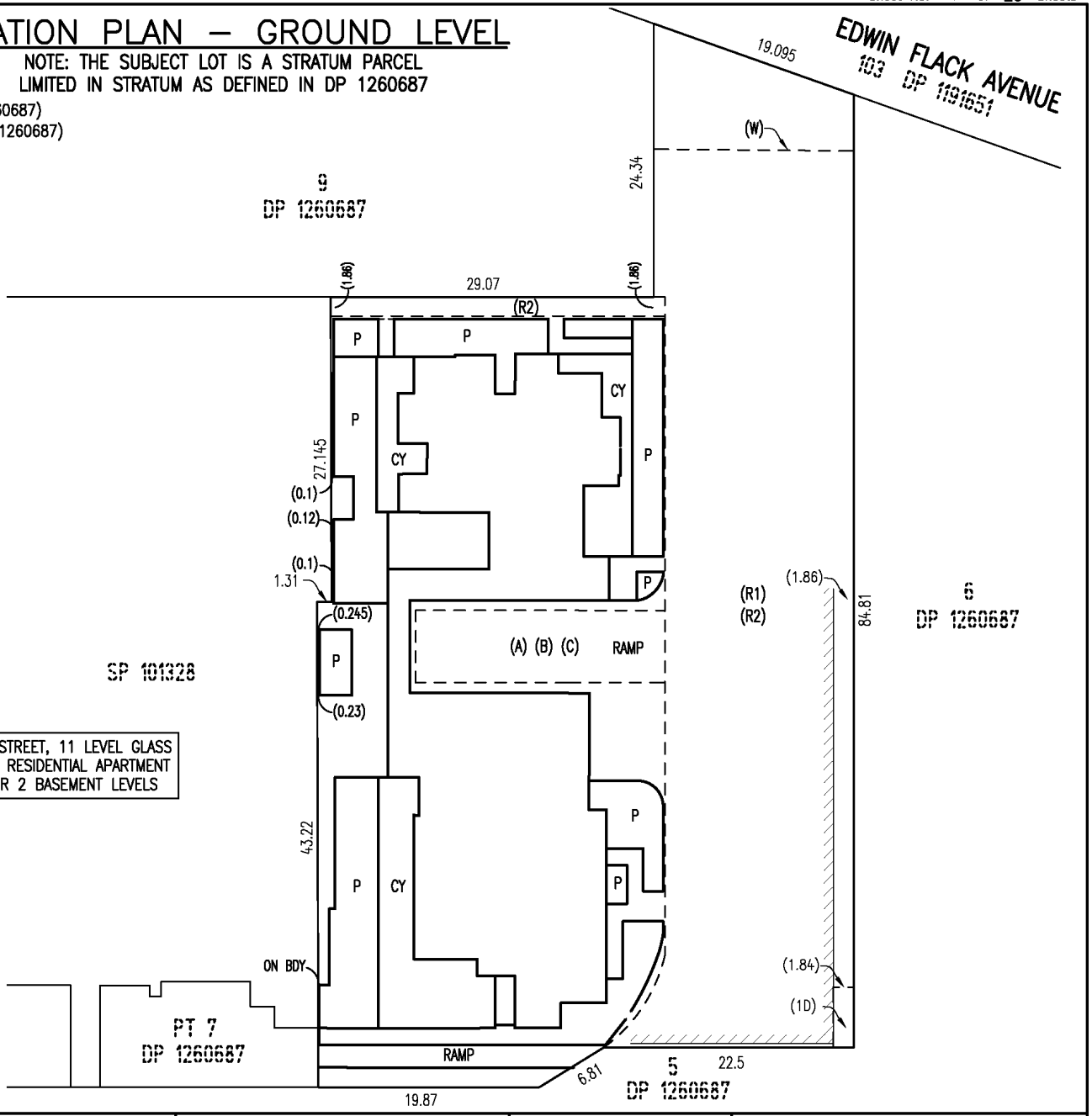
LOCATION PLAN – GROUND LEVEL

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1260687

EASEMENT
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1260687)
(B) EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (DP1260687)
(C) EASEMENT FOR GARBAGE COLLECTION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1260687)
(R1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1260687)
(1D) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (DP1262759)
(R2) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1260687)
(W) EASEMENT FOR WATER SUPPLY PURPOSES OVER EXISTING LINE OF PIPES (DP1260687)

CY – DENOTES COURTYARD
P – DENOTES PLANTER





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.

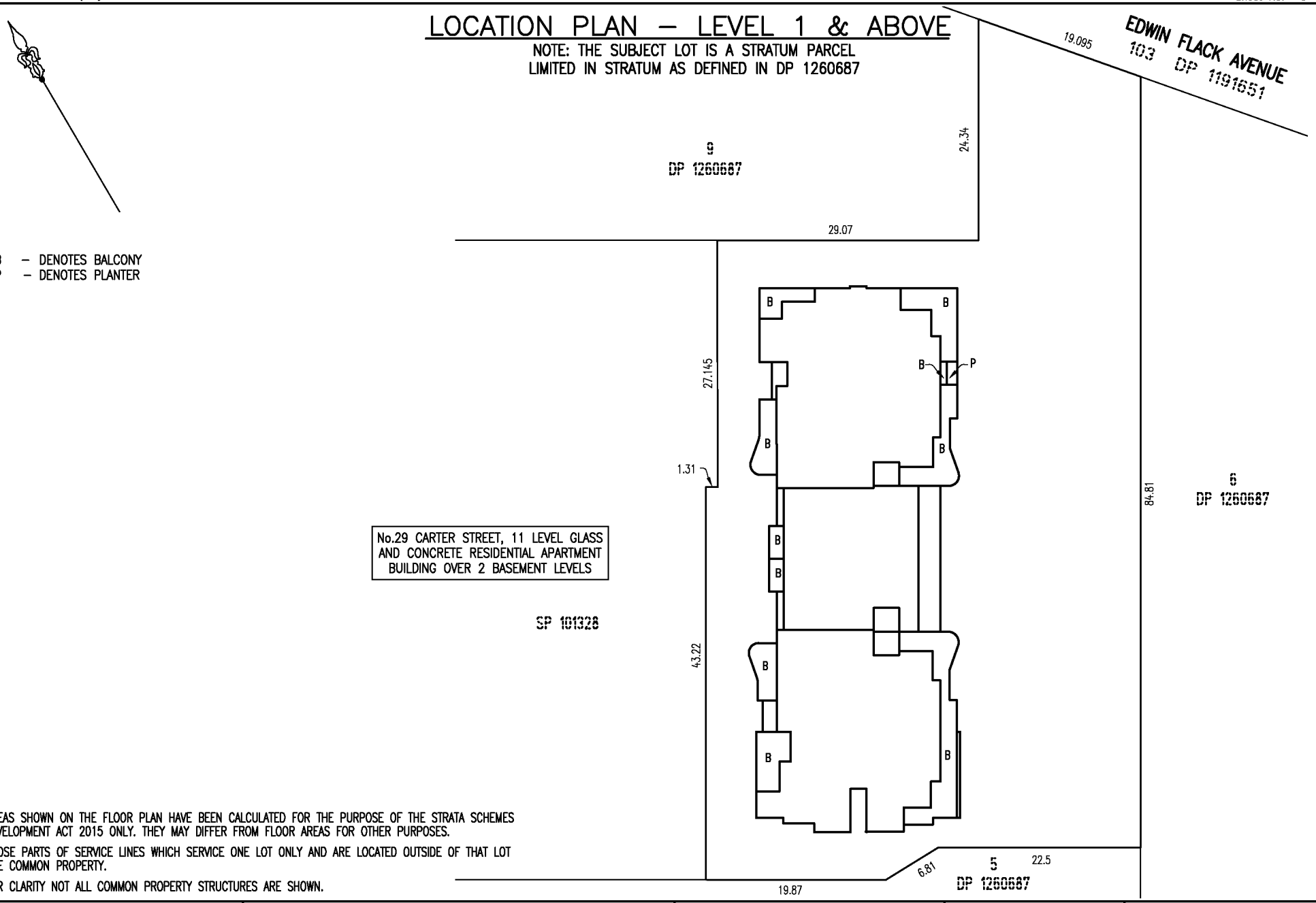
SURVEYOR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 21/12/2020	SP101329
Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3B2 SP–AR				

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3B2\160826 3B2 SP-AR-SHT04 GND LOC.dwg

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LOCATION PLAN – LEVEL 1 & ABOVE

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL
LIMITED IN STRATUM AS DEFINED IN DP 1260687



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

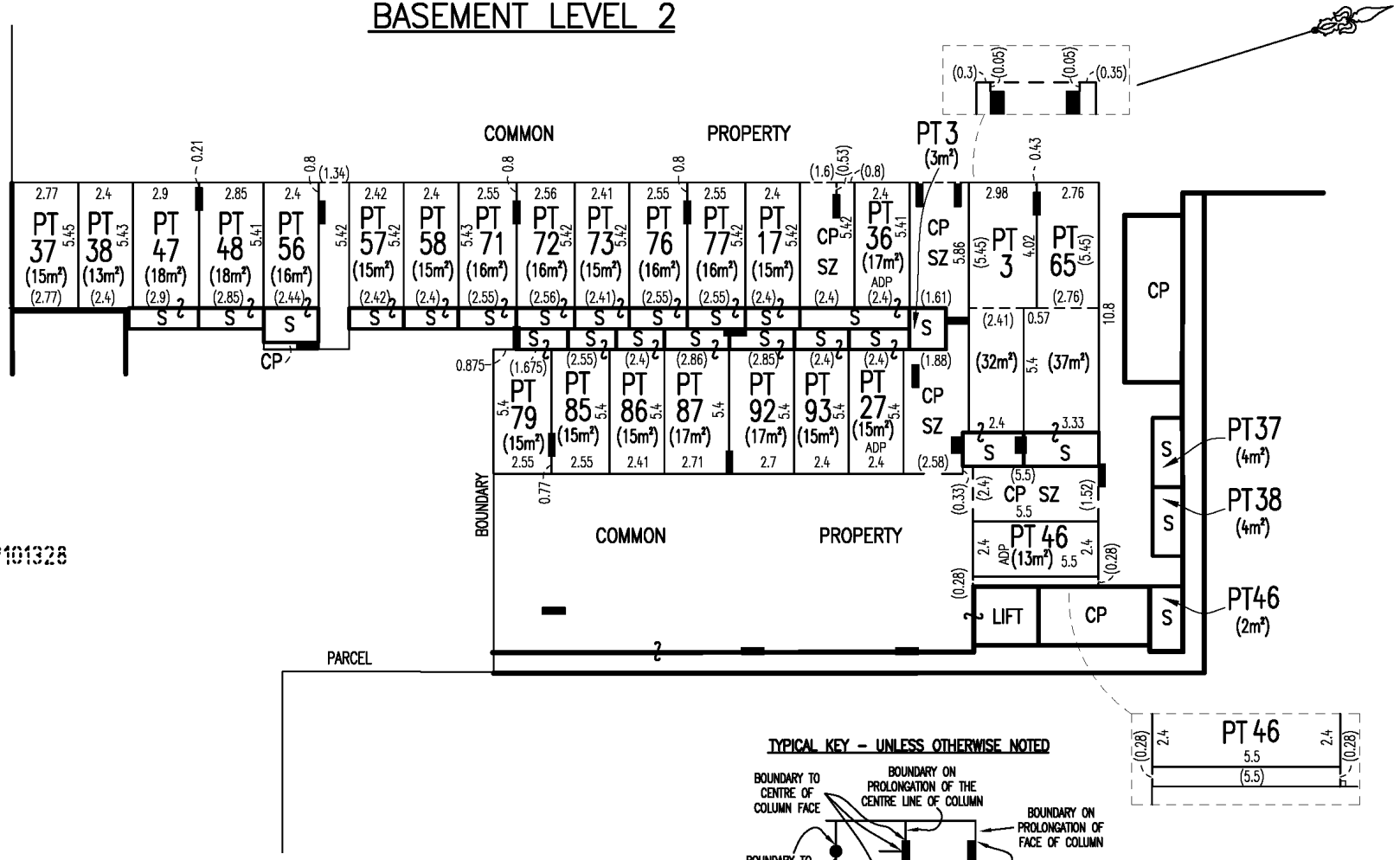
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 21/12/2020	SP101329
Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3B2 SP–AR				

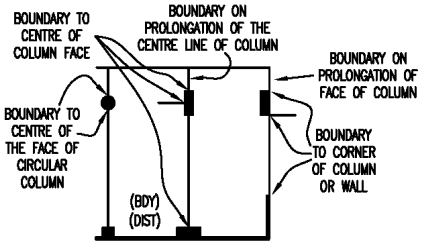
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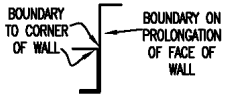
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BASEMENT LEVEL 2



TYPICAL KEY – UNLESS OTHERWISE NOTED





∟ – DENOTES RIGHT ANGLE
ADP – DENOTES ADAPTABLE UNIT CAR SPACE
CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE
SZ – DENOTES SHARED ZONE WITHIN 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 4 IN DP 1260687	LGA: CITY OF PARRAMATTA	REGISTERED	SP101329
Name: ADAM RICHARDSON		Locality: LIDCOMBE	21/12/2020	
Date: 22/04/2020		Reduction Ratio: 1:200		
Reference: 160826 3B2 SP–AR		Lengths are in metres.		

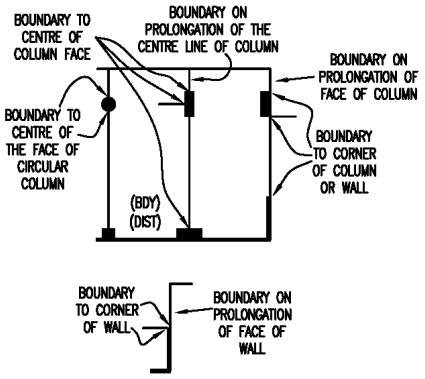
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BASEMENT LEVEL 1

ADP – DENOTES ADAPTABLE UNIT CAR SPACE
CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE
SZ – DENOTES SHARED ZONE WITHIN COMMON PROPERTY
VIS – DENOTES VISITOR PARKING WITHIN COMMON PROPERTY

TYPICAL KEY – UNLESS OTHERWISE NOTED



SP101328

PT 18 (16m²) PT 19 (16m²) PT 20 (16m²) PT 26 (16m²) PT 28 (15m²) PT 29 (16m²) PT 7 (17m²) ADP CP SZ

PT 50 (16m²) PT 6 (15m²) PT 8 (17m²) PT 9 (17m²) LINE STRAIGHT

SP101328

BOUNDARY

PROPERTY

PARCEL

VIS

COMMON PROPERTY

PT 49 (4m²) PT 30 (19m²) PT 49 (13m²) PT 59 (15m²) LIFT

SP101328

PT 16 (17m²) PT 15 (16m²) PT 59 (2m²) PT 14 (24m²) PT 39 (16m²) PT 10 (18m²) PT 11 (23m²) PT 35 (15m²) PT 74 (15m²) PT 78 (16m²) PT 60 PT 80

PROPERTY

COMMON

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.

SHEET 8 ADJOINS

SURVEYOR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA	REGISTERED	SP101329
Name: ADAM RICHARDSON		Locality: LIDCOMBE	21/12/2020	
Date: 22/04/2020		Reduction Ratio: 1:200		
Reference: 160826 3B2 SP–AR		Lengths are in metres.		

Req:R085898 /Doc:SP 0101329 P /Rev:05-May-2022 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:7 of 25
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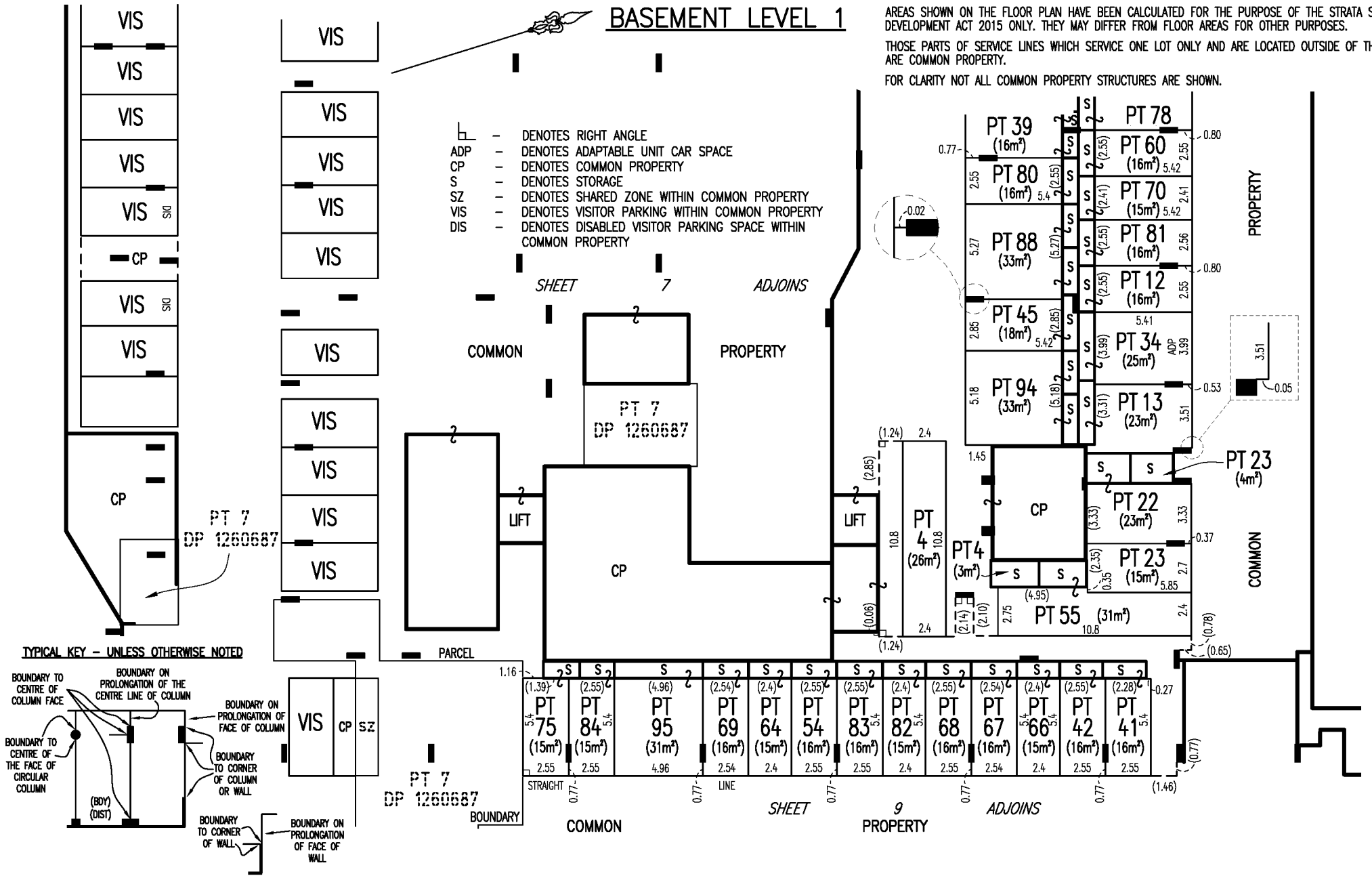
BASEMENT LEVEL 1

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.

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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

⌞	–	DENOTES RIGHT ANGLE
ADP	–	DENOTES ADAPTABLE UNIT CAR SPACE
CP	–	DENOTES COMMON PROPERTY
S	–	DENOTES STORAGE
SZ	–	DENOTES SHARED ZONE WITHIN COMMON PROPERTY
VIS	–	DENOTES VISITOR PARKING WITHIN COMMON PROPERTY
DIS	–	DENOTES DISABLED VISITOR PARKING SPACE WITHIN COMMON PROPERTY



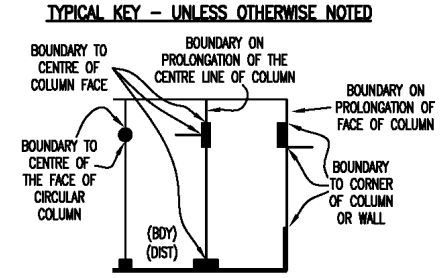
TYPICAL KEY – UNLESS OTHERWISE NOTED

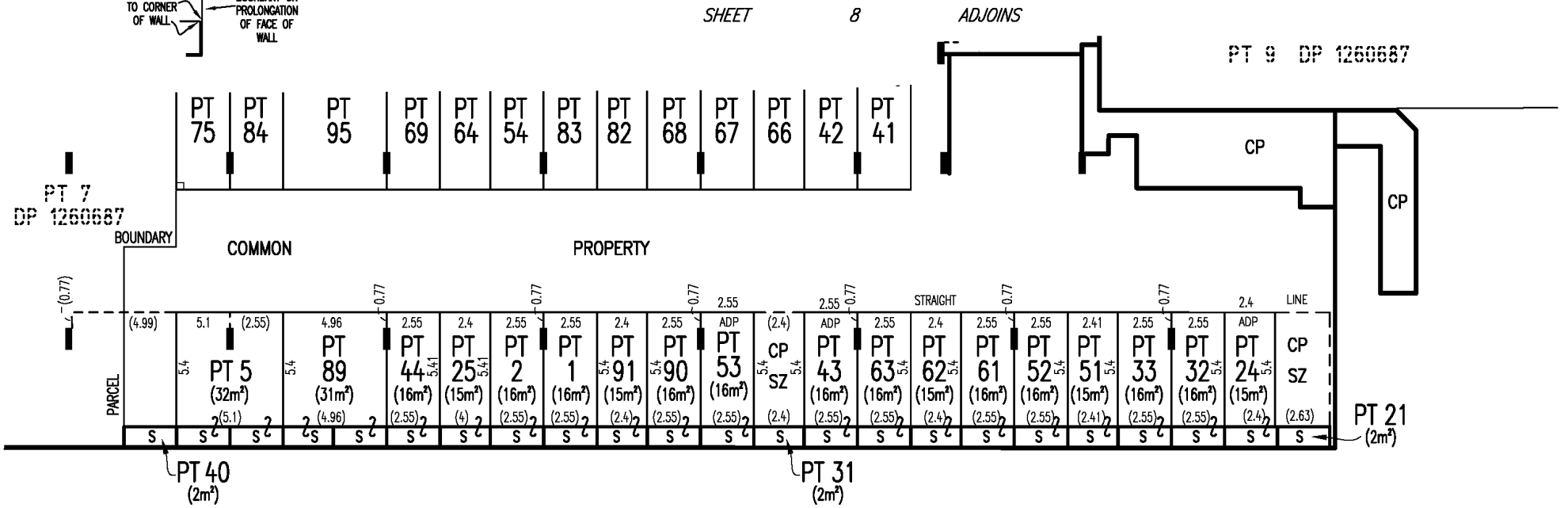
SURVEYOR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 21/12/2020	SP101329
Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3B2 SP–AR				

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3B2\160826 3B2 SP–AR–SHT07–09 BASE1.dwg

Req:R085898 /Doc:SP 0101329 P /Rev:05-May-2022 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:8 of 25
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BASEMENT LEVEL 1





ADP – DENOTES ADAPTABLE UNIT CAR SPACE
CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE
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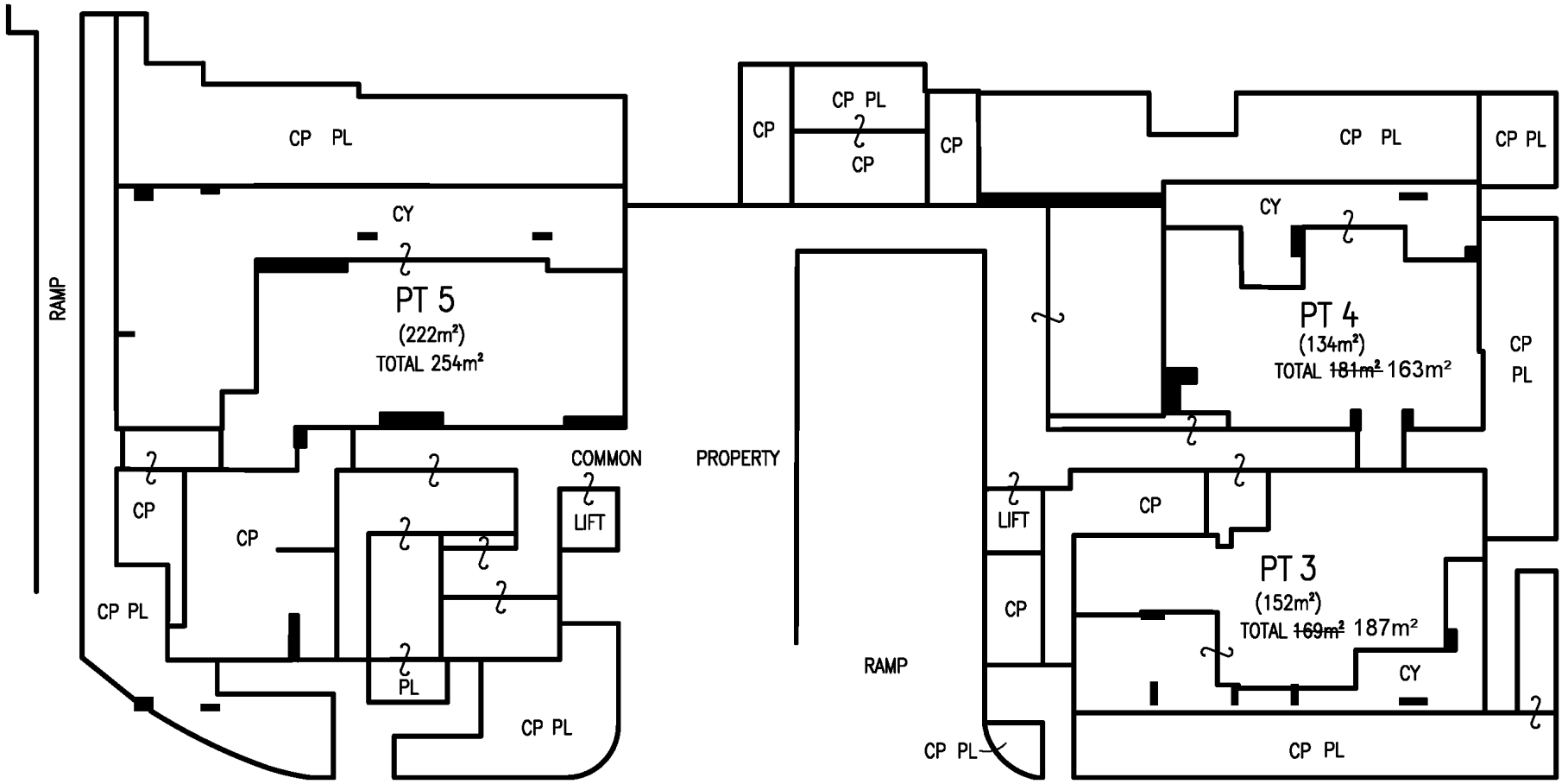
SURVEYOR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 21/12/2020	SP101329
Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3B2 SP–AR				

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GROUND LEVEL

- THE STRATUM OF THE COURTYARDS, WHERE NOT COVERED BY LEVEL 1, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.



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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CY – DENOTES COURTYARD WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

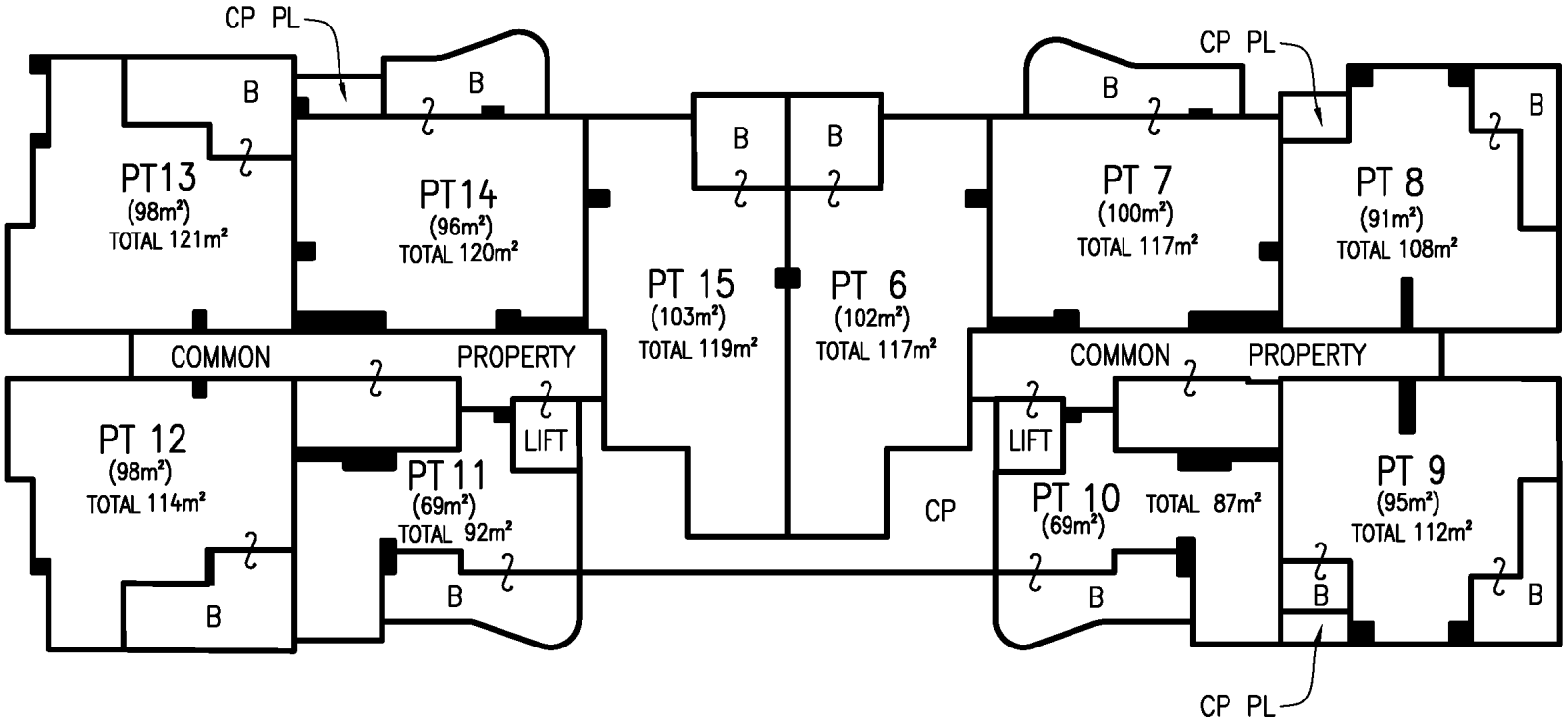
SURVEYOR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 21/12/2020	SP101329
Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3B2 SP-AR				

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TOTAL AREAS FOR LOTS 3 & 4 AMENDED SEE 2022-311 5.5.2022

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LEVEL 1



- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE 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.

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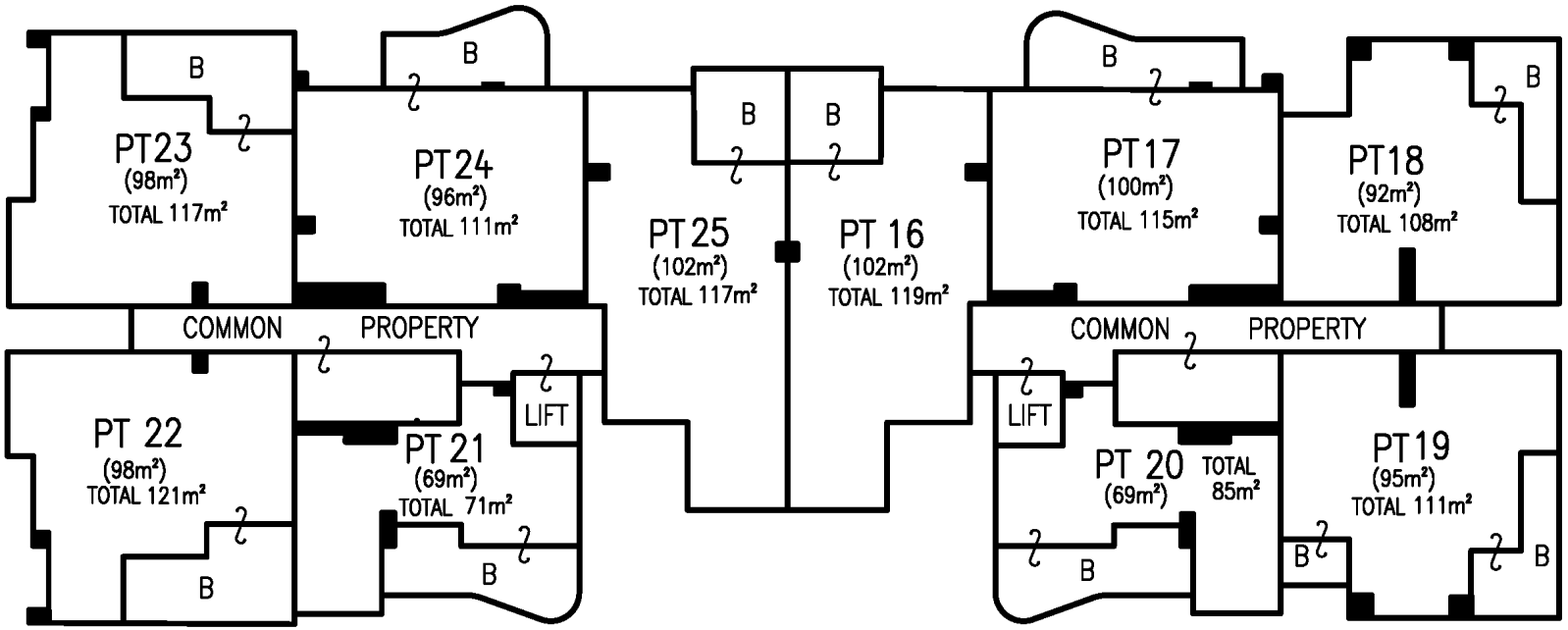
B – DENOTES COVERED BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

SURVEYOR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA	REGISTERED	SP101329
Name: ADAM RICHARDSON		Locality: LIDCOMBE	21/12/2020	
Date: 22/04/2020		Reduction Ratio: 1:200		
Reference: 160826 3B2 SP–AR		Lengths are in metres.		

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LEVEL 2



- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE 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.

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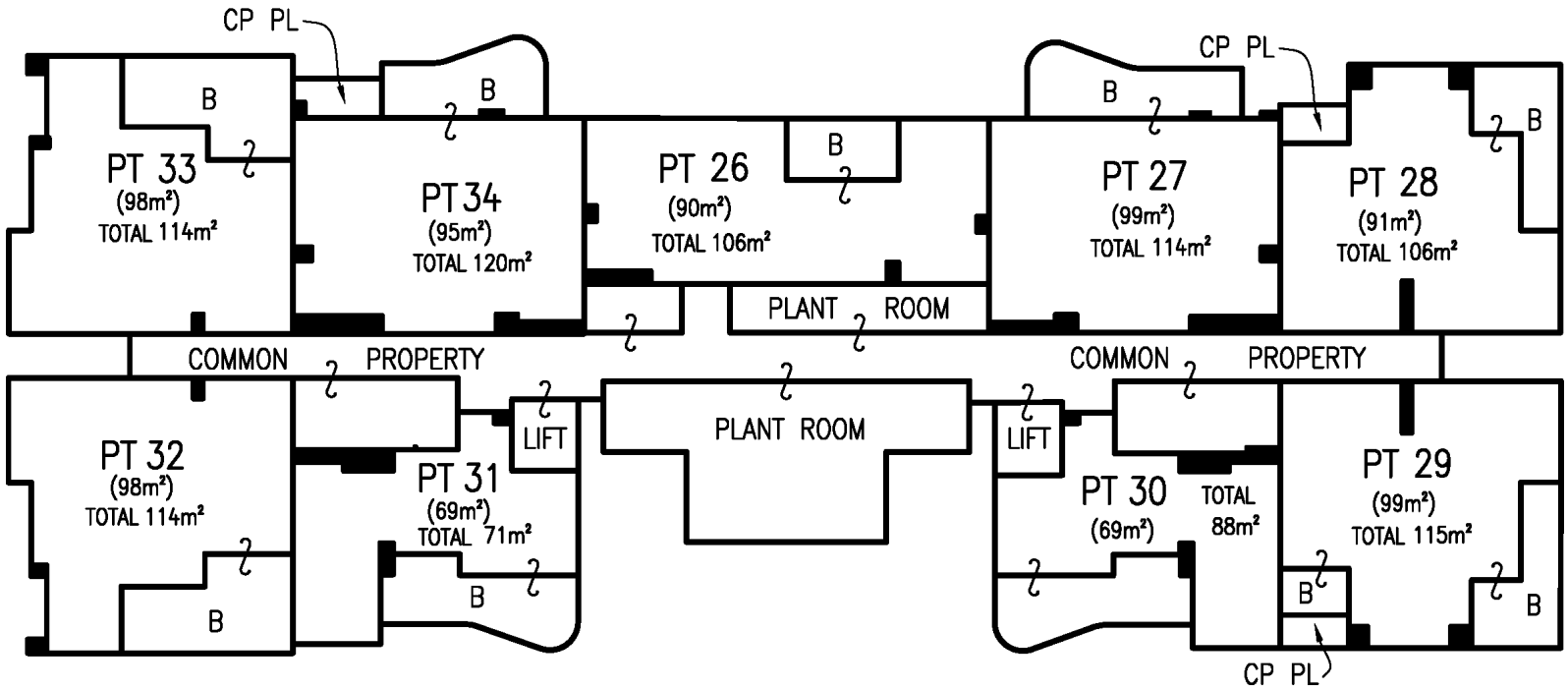
B – DENOTES COVERED BALCONY WITH TILED FLOOR

SURVEYOR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA	REGISTERED	SP101329
Name: ADAM RICHARDSON		Locality: LIDCOMBE	21/12/2020	
Date: 22/04/2020		Reduction Ratio: 1:200		
Reference: 160826 3B2 SP–AR		Lengths are in metres.		

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LEVEL 3



- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE 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.

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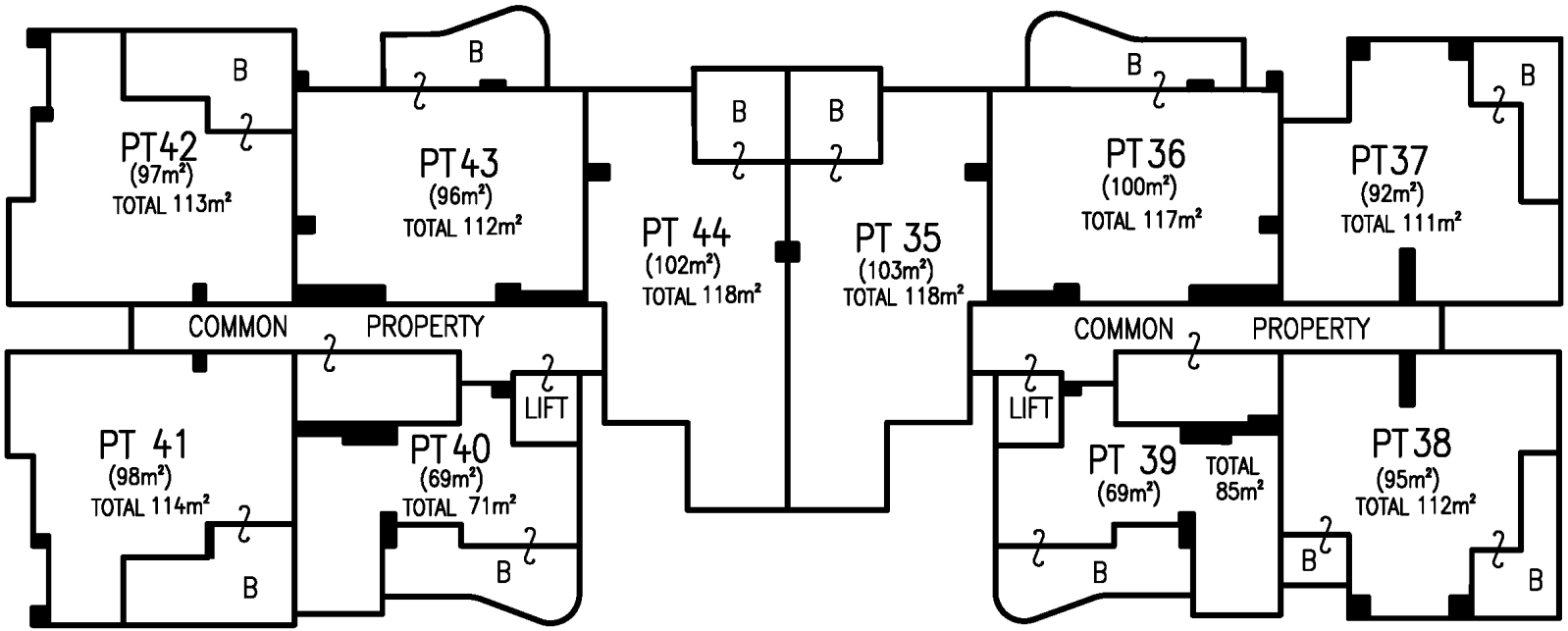
B – DENOTES COVERED BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

SURVEYOR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA	REGISTERED	SP101329
Name: ADAM RICHARDSON		Locality: LIDCOMBE	21/12/2020	
Date: 22/04/2020		Reduction Ratio: 1:200		
Reference: 160826 3B2 SP-AR		Lengths are in metres.		

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3B2\160826 3B2 SP-AR-SHT13 LEVEL 3.dwg

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LEVEL 4



- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

B – DENOTES COVERED BALCONY WITH TILED FLOOR

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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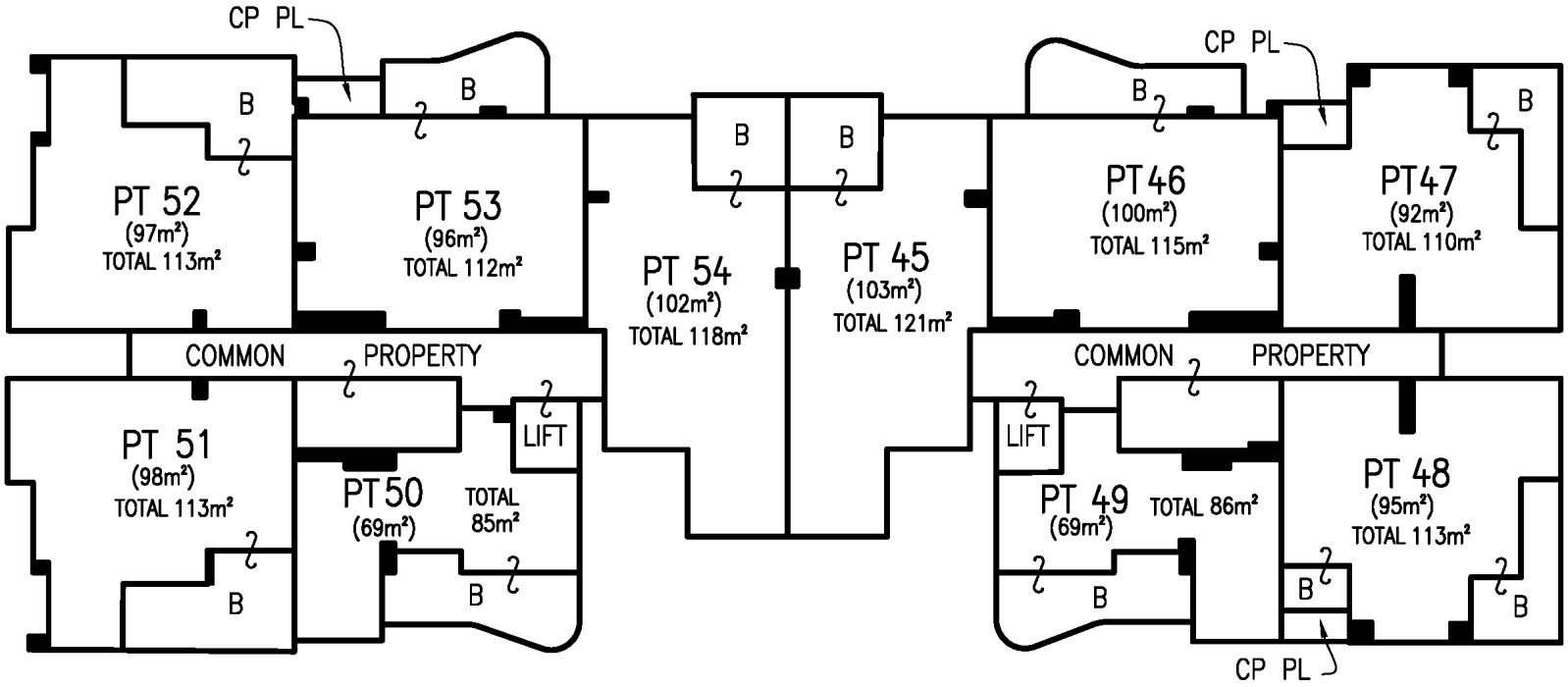
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA	REGISTERED	SP101329
Name: ADAM RICHARDSON		Locality: LIDCOMBE	21/12/2020	
Date: 22/04/2020		Reduction Ratio: 1:200		
Reference: 160826 3B2 SP-AR		Lengths are in metres.		

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LEVEL 5



- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE 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.

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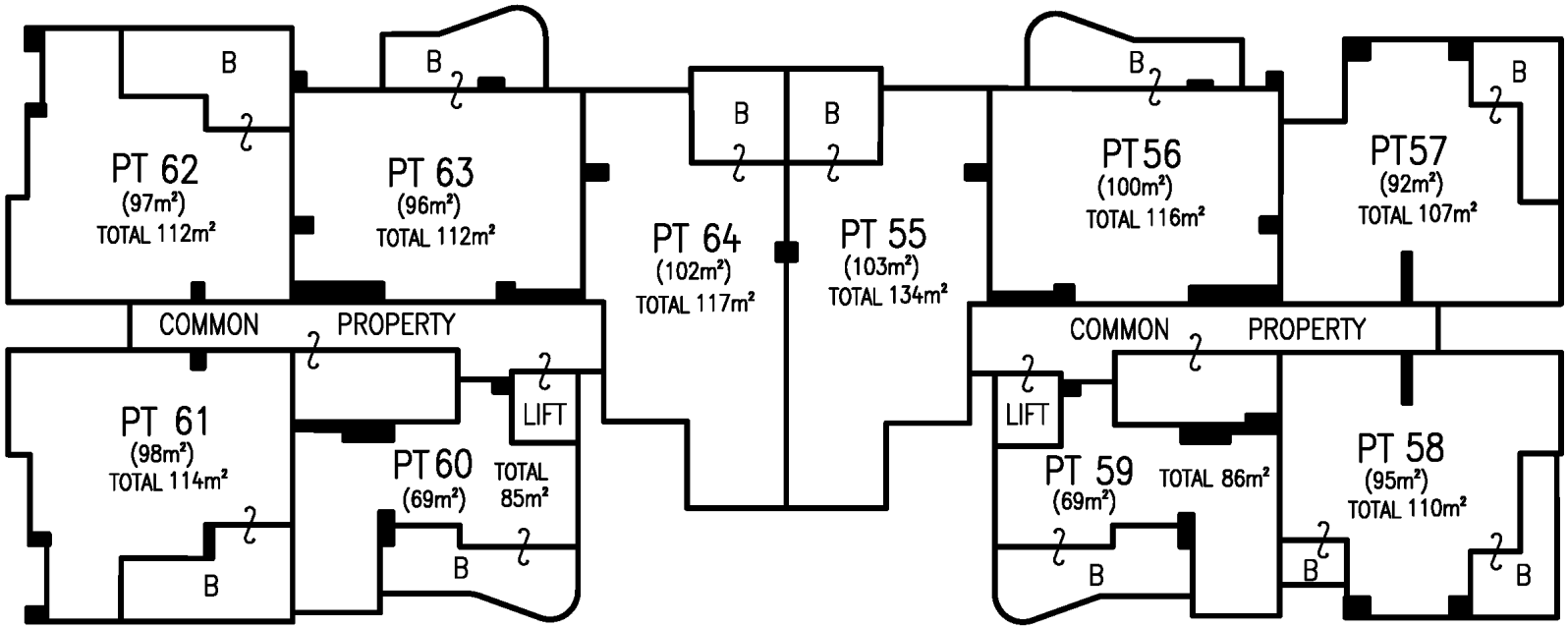
B – DENOTES COVERED BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3B2 SP–AR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 21/12/2020	SP101329

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LEVEL 6



- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

B – DENOTES COVERED BALCONY WITH TILED FLOOR

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.

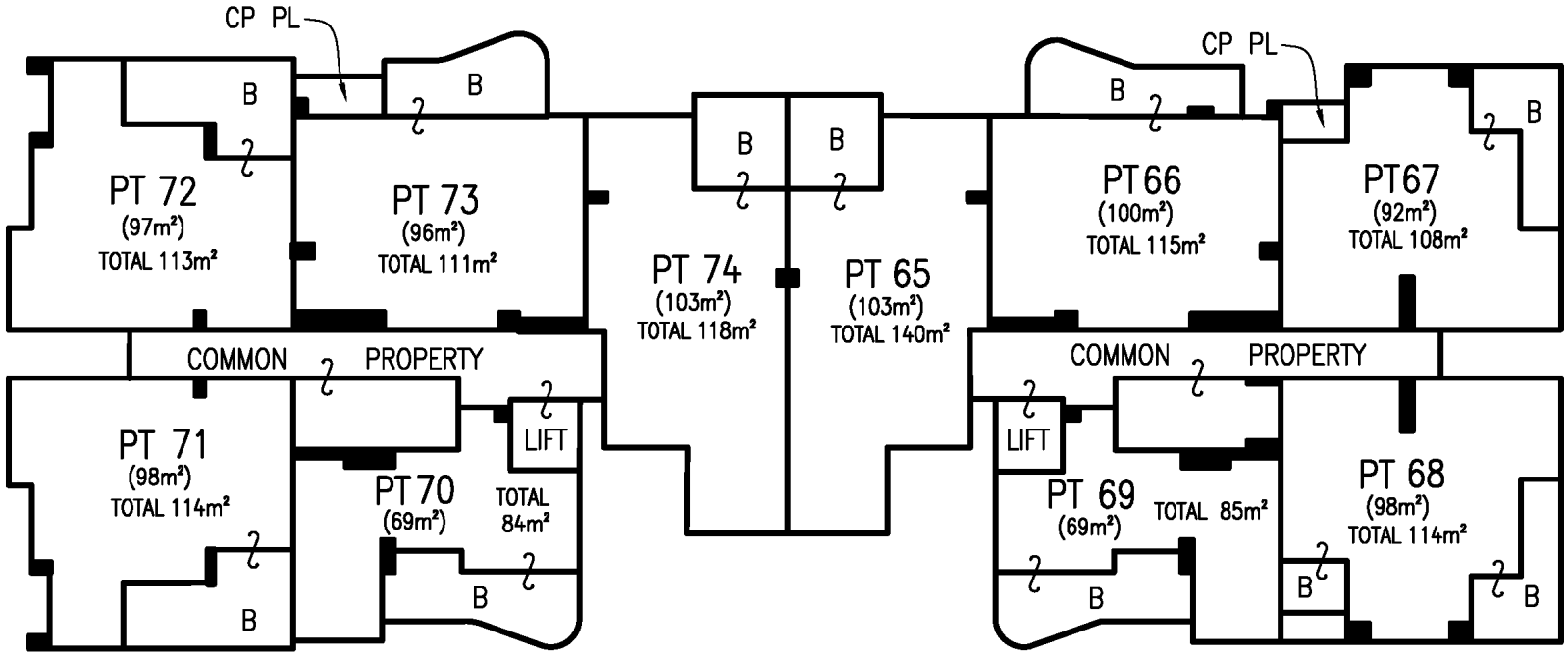
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA	REGISTERED	SP101329
Name: ADAM RICHARDSON		Locality: LIDCOMBE	21/12/2020	
Date: 22/04/2020		Reduction Ratio: 1:200		
Reference: 160826 3B2 SP-AR		Lengths are in metres.		

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3B2\160826 3B2 SP-AR-SHT16 LEVEL 6.dwg

Req:R085898 /Doc:SP 0101329 P /Rev:05-May-2022 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:16 of 25
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LEVEL 7



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.

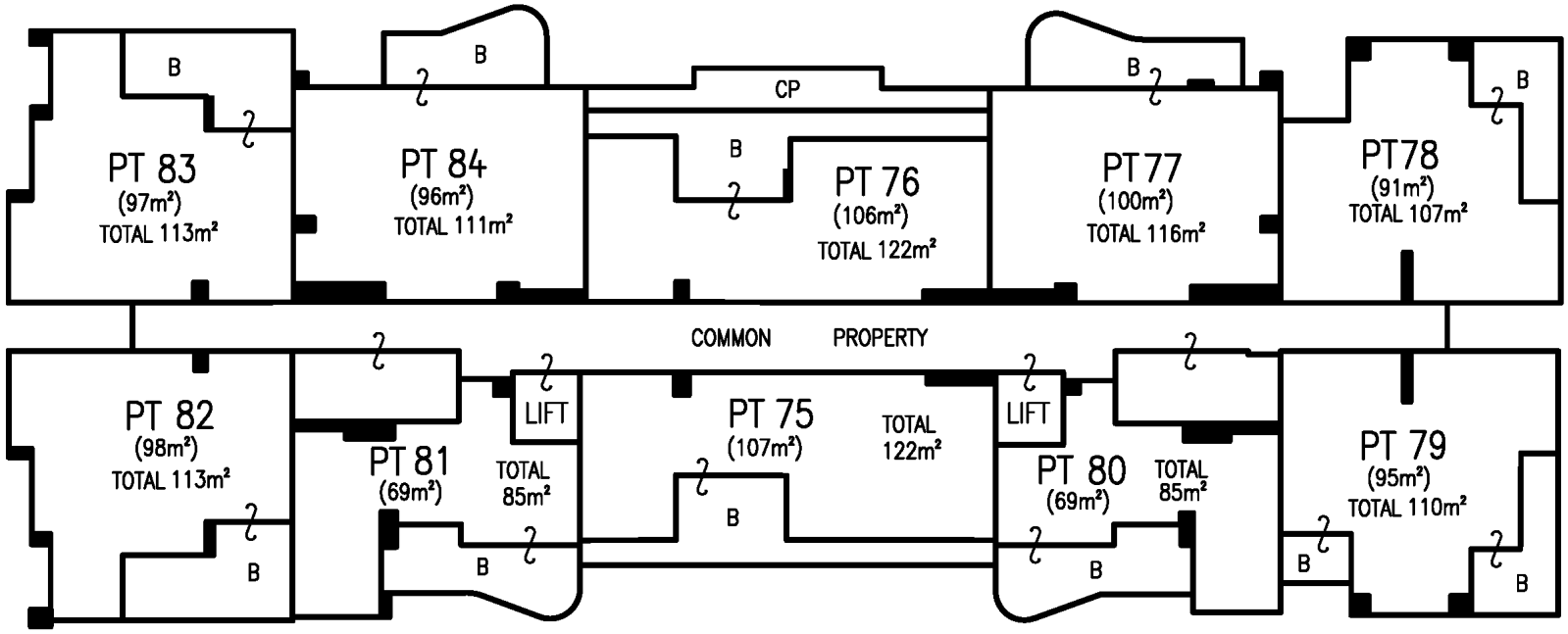
B – DENOTES COVERED BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

SURVEYOR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA	REGISTERED	SP101329
Name: ADAM RICHARDSON		Locality: LIDCOMBE	21/12/2020	
Date: 22/04/2020		Reduction Ratio: 1:200		
Reference: 160826 3B2 SP-AR		Lengths are in metres.		

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3B2\160826 3B2 SP-AR-SHT17 LEVEL 7.dwg

Req:R085898 /Doc:SP 0101329 P /Rev:05-May-2022 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:17 of 25
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LEVEL 8



B – DENOTES COVERED BALCONY WITH TILED FLOOR

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.

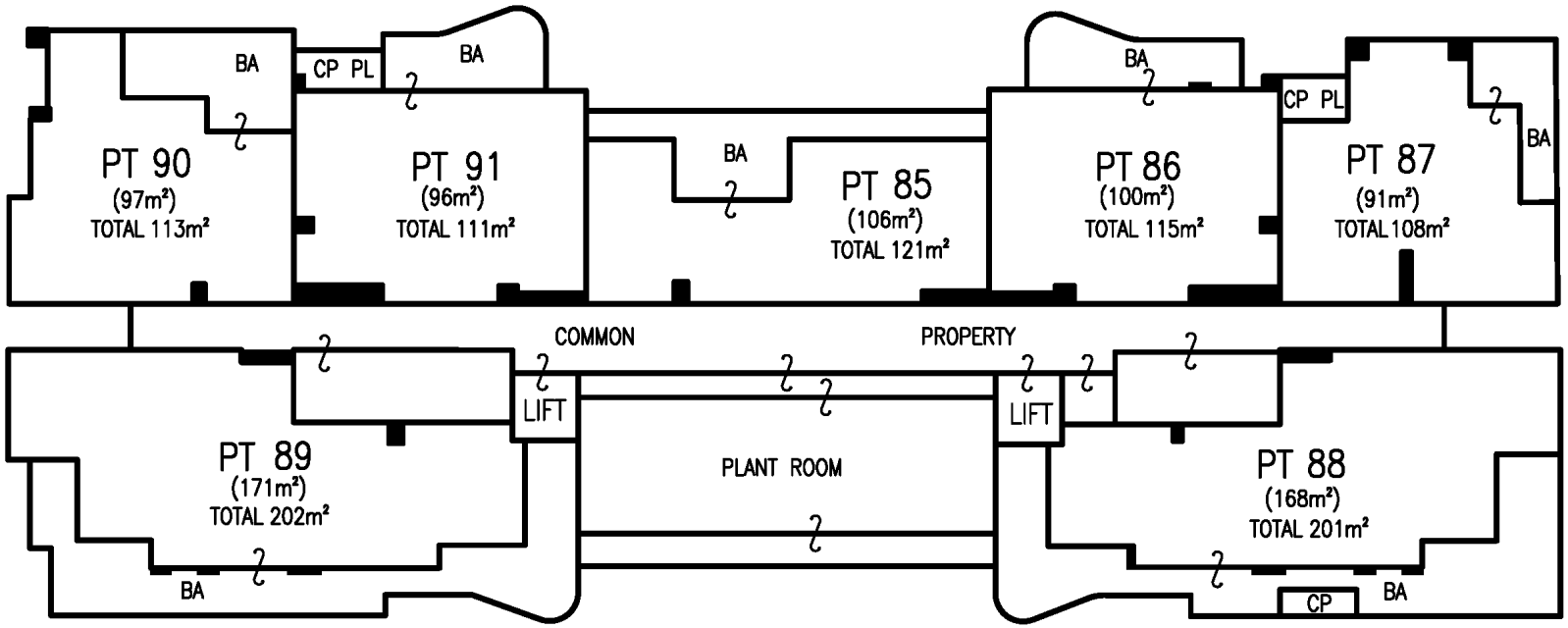
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA	REGISTERED	SP101329
Name: ADAM RICHARDSON		Locality: LIDCOMBE	21/12/2020	
Date: 22/04/2020		Reduction Ratio: 1:200		
Reference: 160826 3B2 SP-AR		Lengths are in metres.		

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3B2\160826 3B2 SP-AR-SHT18 LEVEL 8.dwg

Req:R085898 /Doc:SP 0101329 P /Rev:05-May-2022 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:18 of 25
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LEVEL 9



- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.
- THE STRATUM OF THE BALCONIES, WHERE NOT COVERED BY LEVEL 10, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.

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.

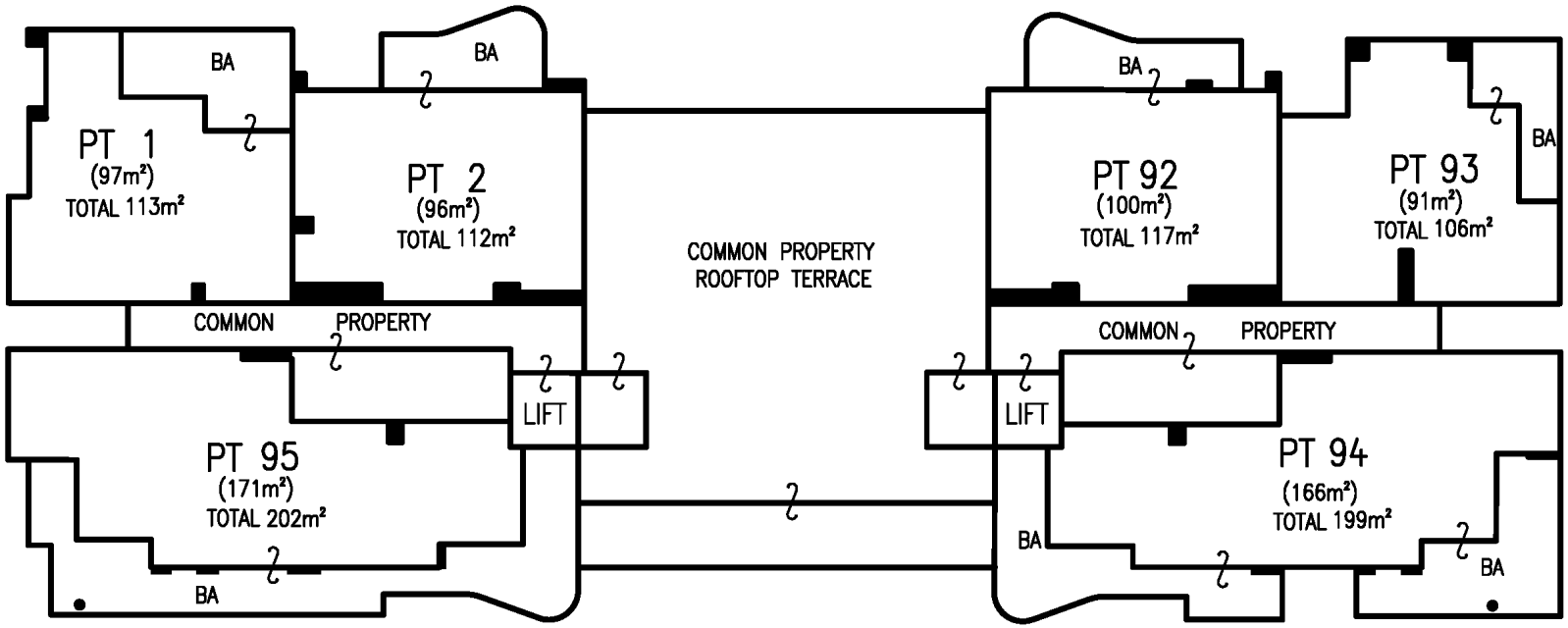
BA – DENOTES BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

SURVEYOR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA	REGISTERED	SP101329
Name: ADAM RICHARDSON		Locality: LIDCOMBE	21/12/2020	
Date: 22/04/2020		Reduction Ratio: 1:200		
Reference: 160826 3B2 SP–AR		Lengths are in metres.		

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3B2\160826 3B2 SP–AR–SHT19 LEVEL 9.dwg

Req:R085898 /Doc:SP 0101329 P /Rev:05-May-2022 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:19 of 25
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LEVEL 10



- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.
- THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.

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.

BA – DENOTES BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	LGA: CITY OF PARRAMATTA	REGISTERED	SP101329
Name: ADAM RICHARDSON		Locality: LIDCOMBE	21/12/2020	
Date: 22/04/2020		Reduction Ratio: 1:200		
Reference: 160826 3B2 SP–AR		Lengths are in metres.		

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3B2\160826 3B2 SP–AR–SHT20 LEVEL 10.dwg

Req:R085898 /Doc:SP 0101329 P /Rev:05-May-2022 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:20 of 25
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Req:R085898 /Doc:SP 0101329 P /Rev:05-May-2022 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:21 of 25
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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: 21/12/2020	SP101329
PLAN OF SUBDIVISION OF LOT 4 IN DP 1260687	CITY OF PARRAMATTA LGA: PARRAMATTA Locality: LIDCOMBE Parish: CONCORD County: CUMBERLAND

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

Address for Service of Documents
3B2, 29 - 33 CARTER STREET
LIDCOMBE NSW 2141

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: 12.06.2020
Surveyor ID: 8747
Surveyor's Reference: 160826 3B2 SP-AR

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

Strata Certificate (Accredited Certifier)

I, PETER SHAHATIT being an ~~Accredited~~ REGISTERED Certifier, ~~accreditation~~ REGISTRATION number BDC3022, 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: 200049/06
Relevant Planning Approval No. CDC 200049/03
Issued by: PETER SHAHATIT
Signature: .....
Date: 03/08/2020

^ 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 5 sheet(s)

Office Use Only

Registered: 21/12/2020

Office Use Only

SP101329

VALUER'S CERTIFICATE

I, * Anthony Dundovic of Jones Lang LaSalle Advisory Services Pty Ltd being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute

Class of membership: Associate Member

Membership number: 69119

certify that the unit entitlements shown in the schedule herewith were apportioned on 19/5/2020 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: ..... Date 16/6/2020

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
1	146	19	63	37	70	55	107	73	110	91	112
2	150	20	94	38	64	56	108	74	107	92	169
3	160	21	94	39	107	57	71	75	104	93	162
4	123	22	97	40	108	58	71	76	110	94	114
5	97	23	124	41	99	59	109	77	110	95	106
6	102	24	99	42	126	60	109	78	73		
7	101	25	99	43	127	61	101	79	73		
8	68	26	104	44	101	62	128	80	112		
9	68	27	103	45	106	63	136	81	112		
10	93	28	69	46	107	64	103	82	104		
11	93	29	63	47	71	65	108	83	108		
12	96	30	95	48	71	66	110	84	105		
13	123	31	95	49	108	67	72	85	111		
14	124	32	98	50	109	68	72	86	166		
15	98	33	126	51	100	69	111	87	160		
16	103	34	100	52	127	70	111	88	113		
17	102	35	105	53	135	71	103	89	105		
18	69	36	106	54	102	72	130	90	106		
								AGGREGATE		10000	

Surveyors Reference: 160826 3B2 SP-AR

X:\16JOBS\160826 HILL AND CARTER\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3B2\160826 3B2 SP-AR-ADMIN-SHT02.DWG

Req:R085898 /Doc:SP 0101329 P /Rev:05-May-2022 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:23 of 25
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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: 21/12/2020	SP101329

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*

STREET ADDRESSES ARE NOT KNOWN AT THIS STAGE

Surveyors Reference: 160826 3B2 SP-AR

X:\16JOBS\160826 HILL AND CARTER\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3B2\160826 3B2 SP-AR-ADMIN-SHT03.DWG

Req:R085898 /Doc:SP 0101329 P /Rev:05-May-2022 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:24 of 25
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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: 21/12/2020	SP101329

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*

Signed on behalf of Australia YMCI Pty Limited
ACN ~~607 884~~ 711 pursuant to section 127
Corporations Act 2001, by:

Secretary/Director ..... Director

Print name ..... Print name

Signed by as attorney for of Australia YMCI Pty Limited
ACN 607 884, under power of attorney registered ~~book no.~~ BK 4775 NO 856
in the presence of:

....
Signature of Witness Signature of Attorney

Matt Loader ANDREW HALL ZHENGTAO TAN
Print Name of Witness Print Name of Attorney

Suite 3601, 201 Elizabeth St
Print Address of Witness Sydney NSW 2000

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

Surveyors Reference: 160826 3B2 SP-AR

X:\16JOBS\160826 HILL AND CARTER\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3B2\160826 3B2 SP-AR-ADMIN-SHT04.DWG

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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: 21/12/2020	SP101329

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

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

Executed by Shiny Marble Opportunity III Limited
ARBN 638 209 748 by being signed by its attorney
HENRY GEORGE SELF under power of attorney
dated 25 September 2020
registered book 4779 no. 380
in the presence of:

.....
Witness

Corey Parisella
.....
Name of witness (print)
LEVEL 9, 8-12 Chifley Square
Sydney NSW 2000
.....
Address of witness (print)

.....
HENRY GEORGE SELF

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

Surveyors Reference: 160826 3B2 SP-AR

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
PM 12582	4.699	LC	L5	FROM SCIMS–DATUM VALIDATION	FOUND
SSM 51721	2.381	LC	L3	FROM SCIMS–DATUM VALIDATION	FOUND
SSM 99413	10.297	LC	L3	FROM SCIMS–DATUM VALIDATION	FOUND
SSM 108249	12.368	LC	L3	FROM SCIMS–DATUM VALIDATION	FOUND
SSM 125322	8.883	LC	L3	FROM SCIMS–DATUM VALIDATION	FOUND
SSM 125681	10.879	LC	L3	FROM SCIMS–DATUM VALIDATION	FOUND
SSM 133734	2.566	LC	L4	SCIMS ADOPTED	FOUND
DATE OF SCIMS AHD VALUES: 17/05/2019				HEIGHT DATUM: AHD 71	

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 133734	SSM 99413	−7.731	DIFFERENTIAL LEVELLING
SSM 99413	SSM 125681	−0.582	DIFFERENTIAL LEVELLING
SSM 125681	SSM 108249	−1.489	DIFFERENTIAL LEVELLING
SSM 108249	SSM 12582	7.669	DIFFERENTIAL LEVELLING
SSM 12582	SSM 51721	2.318	DIFFERENTIAL LEVELLING
SSM 51721	SSM 133734	−0.185	DIFFERENTIAL LEVELLING
HEIGHT DATUM: AHD 71			

SURVEYING AND SPATIAL INFORMATION REGULATION, 2017: CLAUSE 70(2)					
MGA 94 CO-ORDINATES					
MARK	EAST	NORTH	ZONE	CLASS	ORDER
PM 12582	320 024.779	6 252 902.526	56	B	2
SSM 51721	320 152.048	6 253 109.033	56	B	2
SSM 99413	320 528.369	6 253 321.431	56	B	2
SSM 108249	320 588.615	6 253 080.106	56	B	2
SSM 125322	320 526.298	6 252 747.852	56	B	2
SSM 125681	320 516.156	6 253 237.347	56	B	2
SSM 133734	320 175.877	6 253 163.771	56	B	2
SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 17/05/2019 COMBINED SCALE FACTOR 0.999995					

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	29°05'40"	18.875
2	35°46'20"	30.49
3	38°03'45"	30.48
4	60°50'45"	30.48
5	65°28'45"	30.48
6	75°47'20"	30.48
7	82°01'20"	30.48
8	97°21'20"	30.48
9	244°01'05"	25.85
15	293°57'10"	26.67
16	318°19'35"	22.51
17	37°33'30"	9.145
18	300°38'	6.095

WHOLE OF LOT EASEMENTS AFFECTING LOTS 2, 3, 4 & 7

- EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
- EASEMENT FOR SERVICES (WHOLE OF LOT)
- EASEMENT TO USE FIRE STAIRS & PASSAGES (WHOLE OF LOT)
- EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)

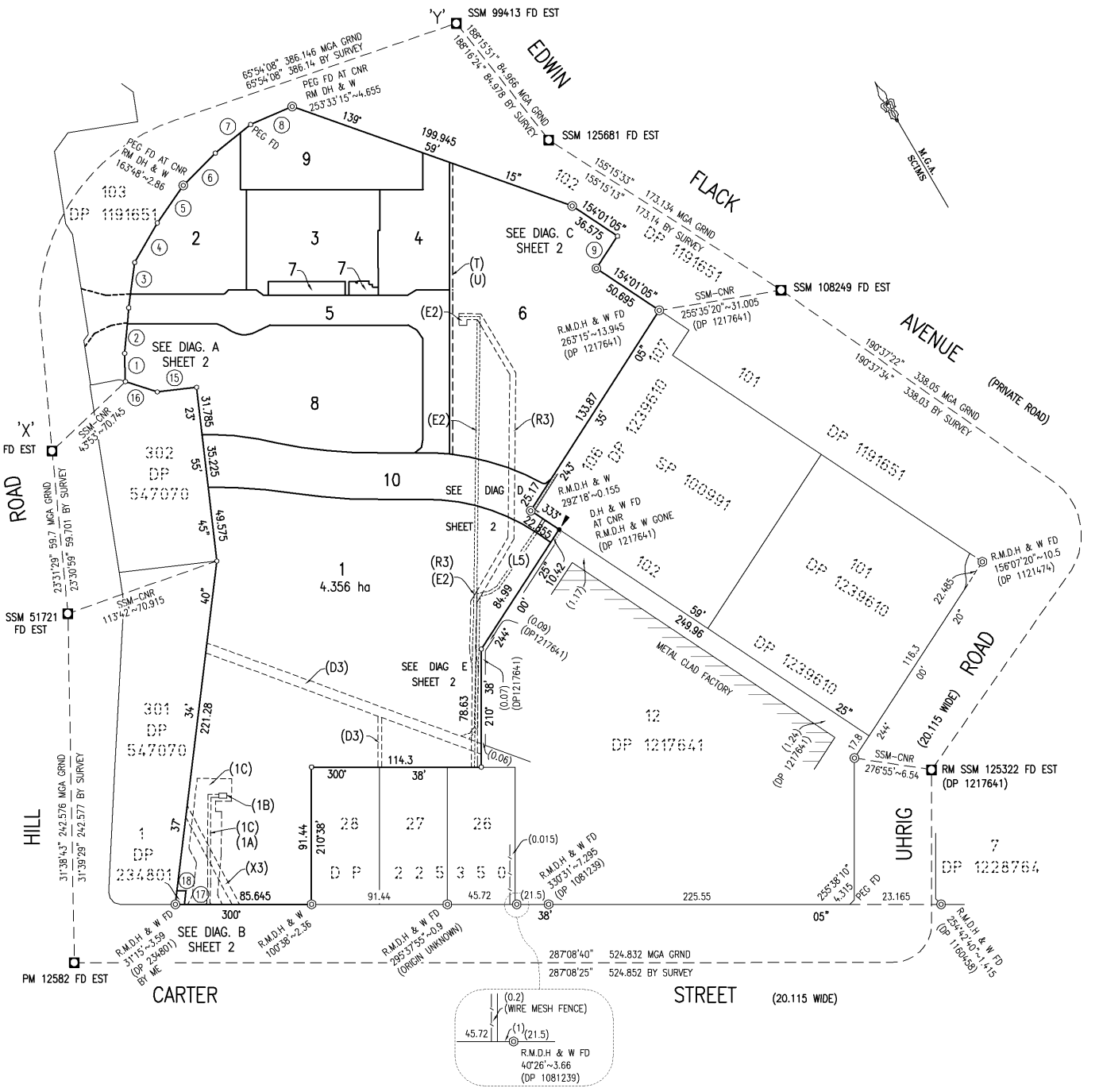
NOTE: THE WHOLE OF LOT EASEMENTS ARE NOT REPEATED ON THE FOLLOWING SHEETS.

WHOLE OF LOT EASEMENTS AFFECTING LOT 5

- EASEMENT FOR ACCESS (WHOLE OF LOT)
- EASEMENT FOR SERVICES (WHOLE OF LOT)

EASEMENTS

(L5) – EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE (DP 1219394)
(D3) – EASEMENT FOR DRAINAGE 2.44 & 6.53 WIDE (P747559)
(E2) – EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2, 3.3 & 5.6 WIDE (AE407588)
(R3) – RIGHT OF CARRIAGEWAY 4 WIDE (AE407588)
(X3) – EASEMENT FOR DRAINAGE 4.57 WIDE (K208845)
(1C) – RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1218156)
(1A) – EASEMENT FOR ELECTRICAL AND OTHER PURPOSES 2 WIDE (DP1218156)
(1B) – EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 & 5.3 WIDE (DP1218156)
(T) – EASEMENT FOR ACCESS 1.96 WIDE
(U) – EASEMENT FOR SERVICES 1.96 WIDE



SURVEYOR Name: ADAM RICHARDSON Date: 15/10/2019 Reference: 160826 Z3 SUB–AR	PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:2000(A2) Lengths are in metres.	REGISTERED 07.09.2020	DP1260687

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

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT01 & SHT02 SUR.dwg

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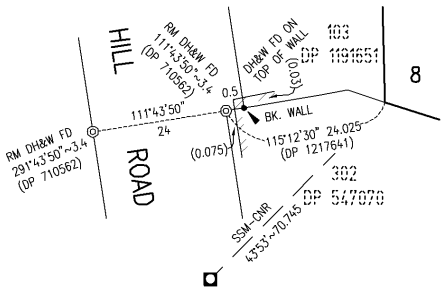


DIAGRAM A
NOT TO SCALE

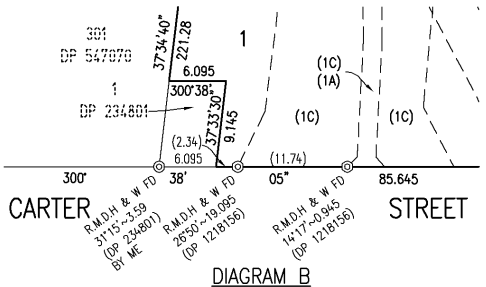


DIAGRAM B
RATIO:1:400

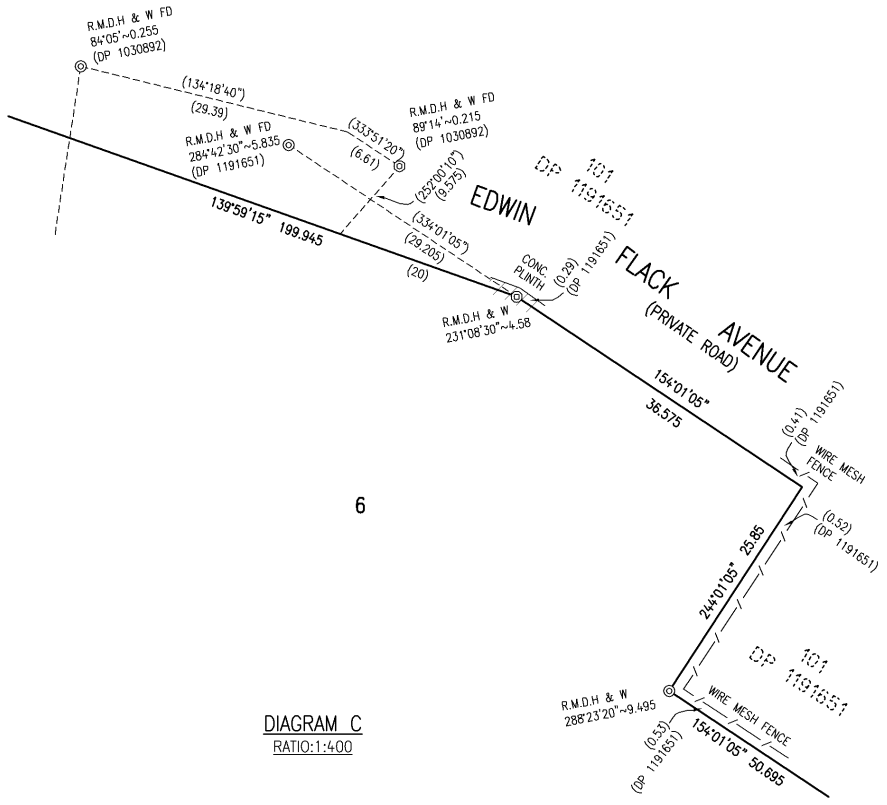


DIAGRAM C
RATIO:1:400

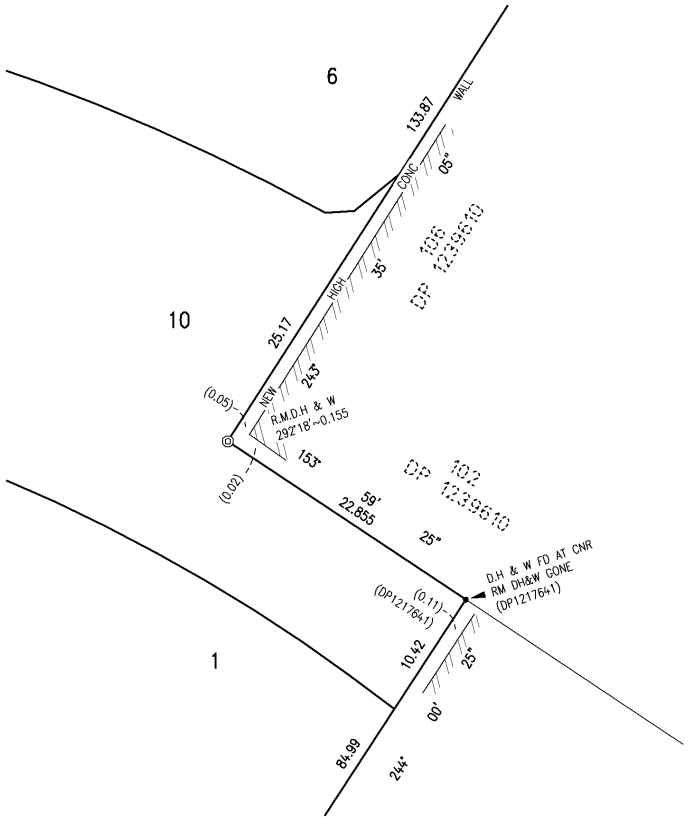


DIAGRAM D
RATIO:1:300

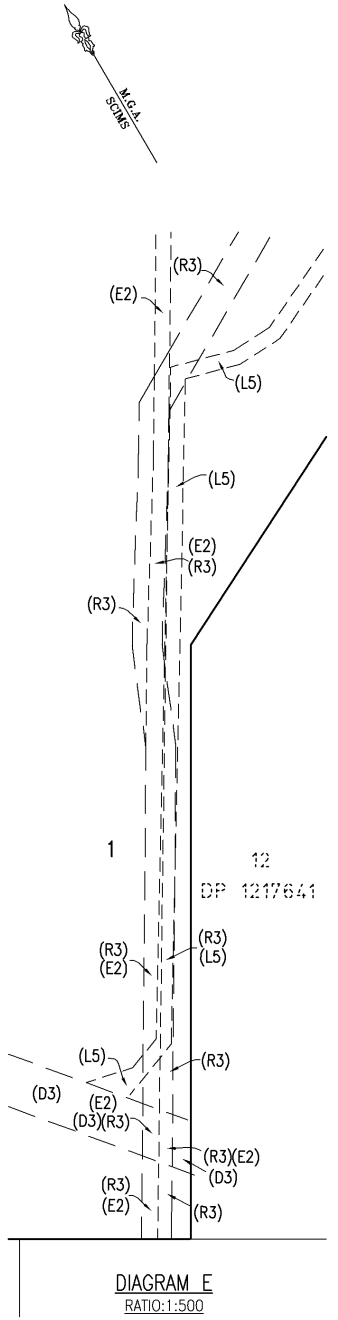


DIAGRAM E
RATIO:1:500

EASEMENTS
(L5) – EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE (DP 1219394)
(D3) – EASEMENT FOR DRAINAGE 2.44 & 6.53 WIDE (P747559)
(E2) – EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2,3.3&5.6 WIDE (AE407588)
(R3) – RIGHT OF CARRIAGEWAY 4 WIDE (AE407588)

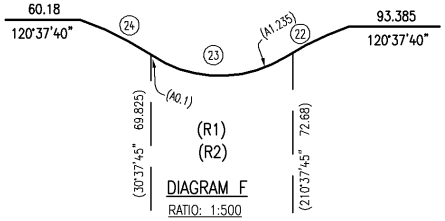
SURVEYOR Name: ADAM RICHARDSON Date: 15/10/2019 Reference: 160826 Z3 SUB–AR	PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: AS SHOWN Lengths are in metres.	REGISTERED 07.09.2020	DP1260687

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

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB–AR SHT01 & SHT02 SUR.dwg

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TABLE OF CURVED LINES				
No.	CHORD		ARC	RADIUS
22	95°25'	9.41	9.435	40.5
23	121°27'55"	17.84	18.845	16.5
24	146°40'30"	10.585	10.615	40.5
25	301°55'05"	17.4	17.4	345
26	307°36'20"	51.05	51.095	345
27	305°59'	32.8	32.85	168
28	302°52'15"	23.645	23.665	177.545
29	301°55'05"	18.965	18.965	376.015



NOTE 1:
EASEMENT (R1) IS UNLIMITED IN HEIGHT & LIMITED IN DEPTH TO A LEVEL PLANE AT RL 6.

EXISTING EASEMENTS

(R3) – RIGHT OF CARRIAGEWAY 4 WIDE (AE407588)
(E2) – EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2, 3.3 & 5.3 WIDE (AE407588)
(L5) – EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE (DP1219394)

EASEMENTS

(R1) – EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(R2) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(T) – EASEMENT FOR ACCESS 1.96 WIDE
(U) – EASEMENT FOR SERVICES 1.96 WIDE

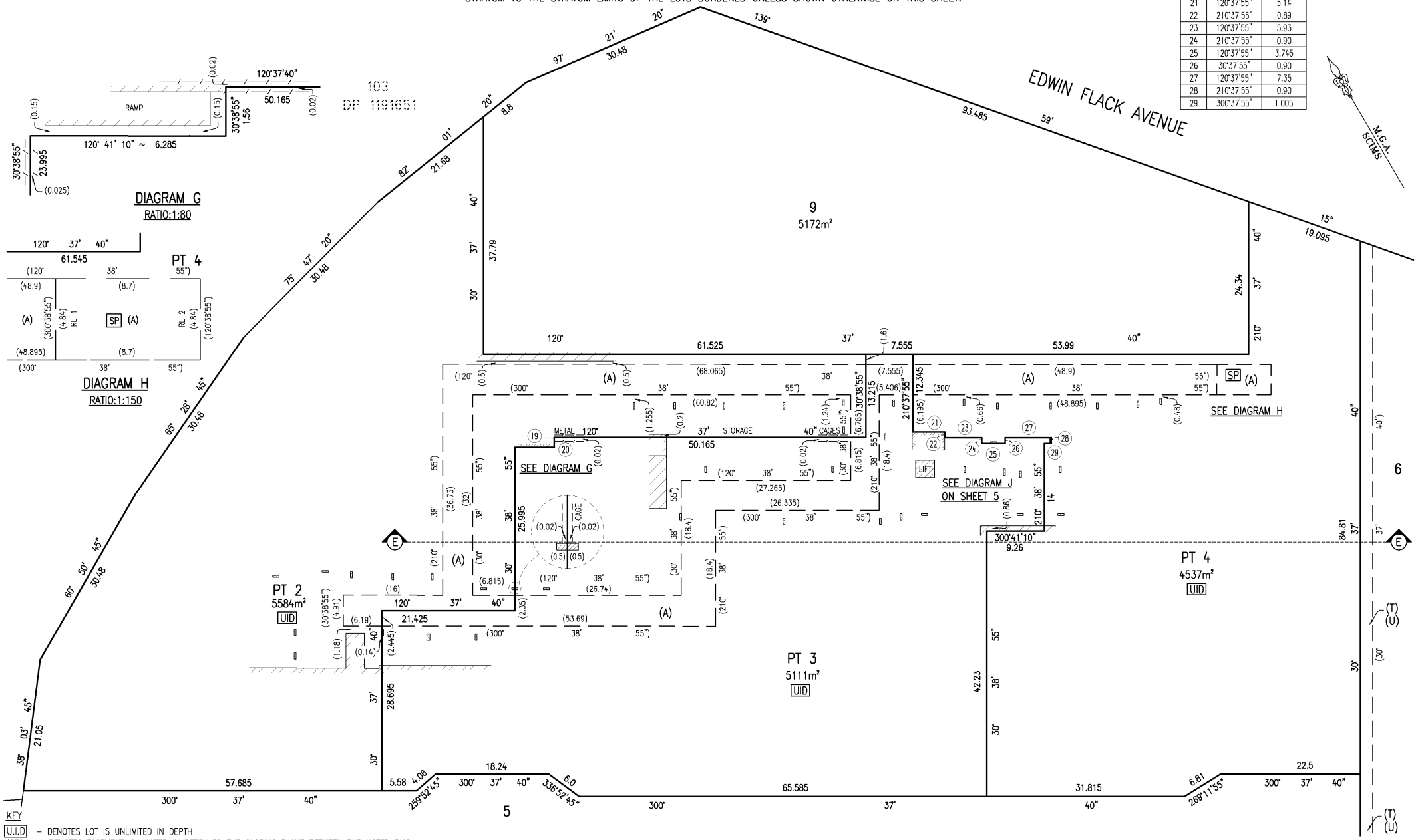
SURVEYOR Name: ADAM RICHARDSON Date: 15/10/2019 Reference: 160826 Z3 SUB-AR	PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:1000(A2) Lengths are in metres.	REGISTERED 07.09.2020	DP1260687

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BASEMENT LEVEL 2 & BELOW

LOTS 2, 3 & 4 SHOWN ON THIS LEVEL ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT 1 SHEET 6. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED UNLESS SHOWN OTHERWISE ON THIS SHEET.

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
19	120°41'10"	6.285
20	30°38'55	1.56
21	120°37'55"	5.14
22	210°37'55"	0.89
23	120°37'55"	5.93
24	210°37'55"	0.90
25	120°37'55"	3.745
26	30°37'55"	0.90
27	120°37'55"	7.35
28	210°37'55"	0.90
29	300°37'55"	1.005



KEY

U.I.D – DENOTES LOT IS UNLIMITED IN DEPTH

(SP) – DENOTES EASEMENT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

EASEMENTS

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(T) EASEMENT FOR ACCESS 1.96 WIDE

(U) EASEMENT FOR SERVICES 1.96 WIDE

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

SURVEYOR	PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641	LGA: CITY OF PARRAMATTA	REGISTERED	DP1260687
Name: ADAM RICHARDSON		Locality: LIDCOMBE	07.09.2020	
Date: 15/10/2019		Reduction Ratio: 1:400		
Reference: 160826 Z3 SUB-AR		Lengths are in metres.		

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT04-SHT05 BASE02.dwg

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BASEMENT LEVEL 2 & BELOW

LOTS 2, 3 & 4 SHOWN ON THIS LEVEL ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT 1 SHEET 6. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED.

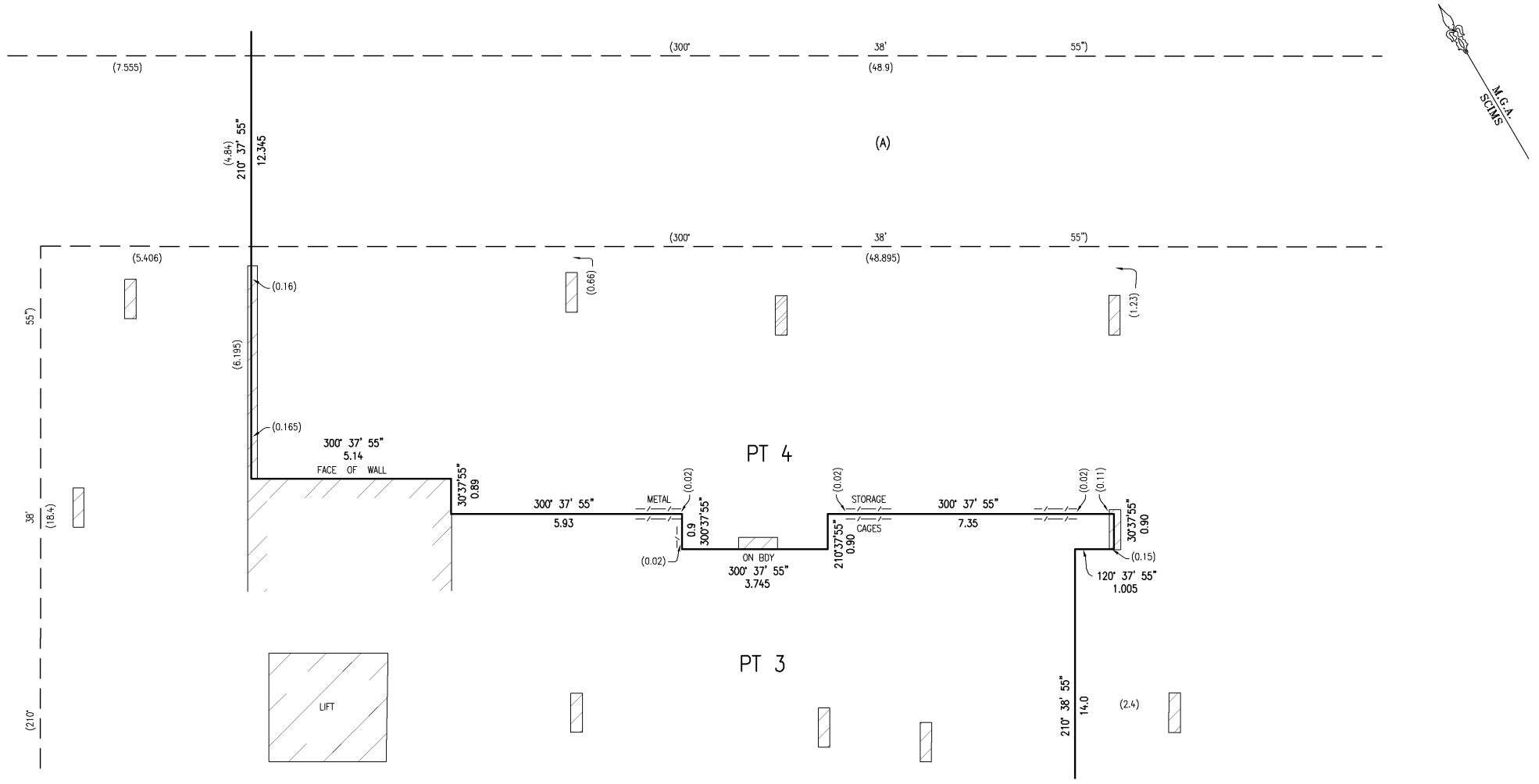


DIAGRAM J
RATIO:1:150

KEY

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

SURVEYOR Name: ADAM RICHARDSON Date: 15/10/2019 Reference: 160826 Z3 SUB-AR	PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 07.09.2020	DP1260687

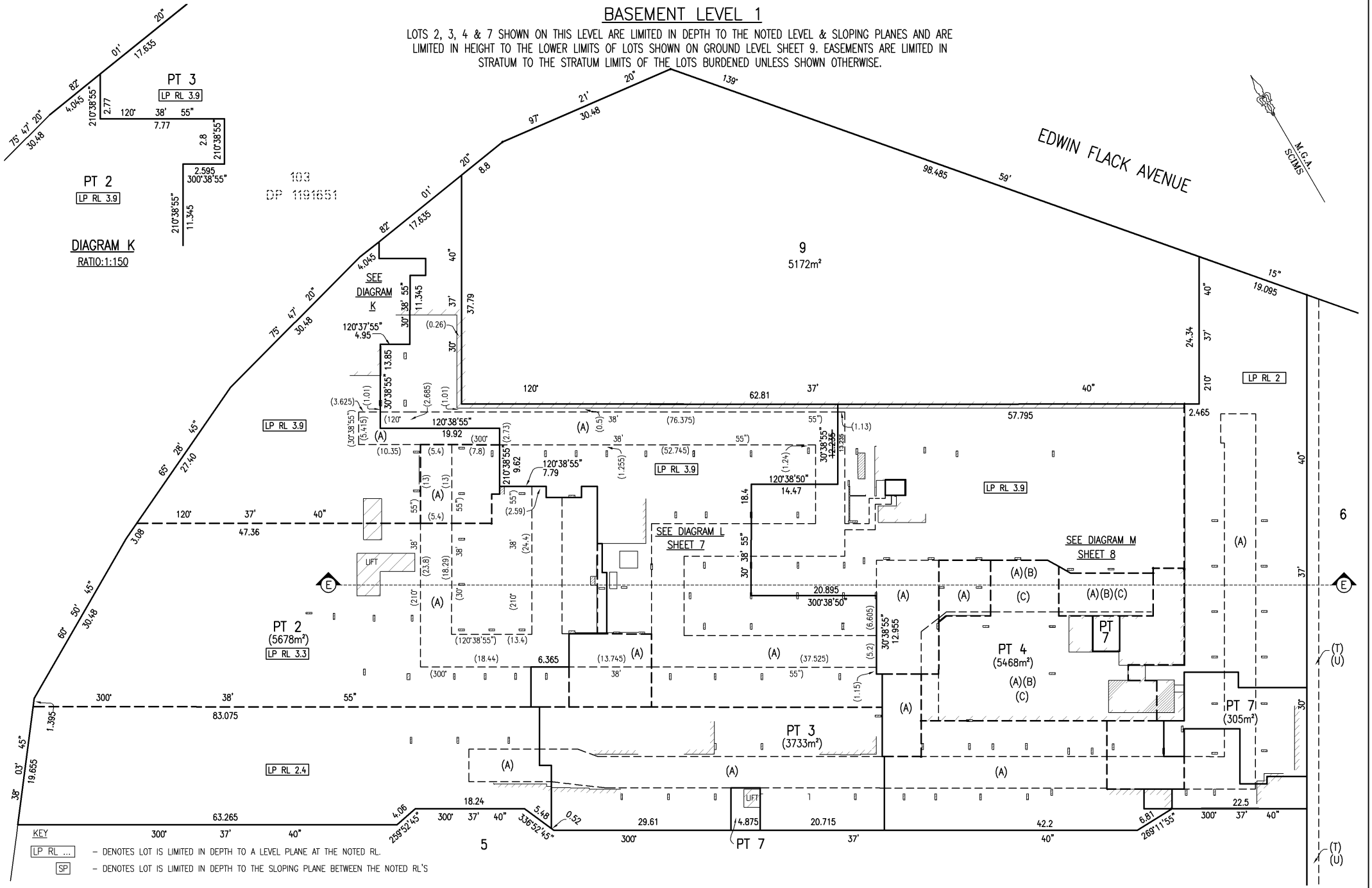
10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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BASEMENT LEVEL 1

LOTS 2, 3, 4 & 7 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 GROUND LEVEL SHEET 9. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED UNLESS SHOWN OTHERWISE.



(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)
(C) EASEMENT FOR GARBAGE COLLECTION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(T) EASEMENT FOR ACCESS 1.96 WIDE
(U) EASEMENT FOR SERVICES 1.96 WIDE

SURVEYOR Name: ADAM RICHARDSON Date: 15/10/2019 Reference: 160826 Z3 SUB-AR	PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 07.09.2020	DP1260687

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

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT06 BASE01.dwg

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DISTANCE AMENDED SEE 2020-1298 17/11/2020

BASEMENT LEVEL 1

LOTS 2, 3, 4 & 7 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 GROUND LEVEL SHEET 9. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED.

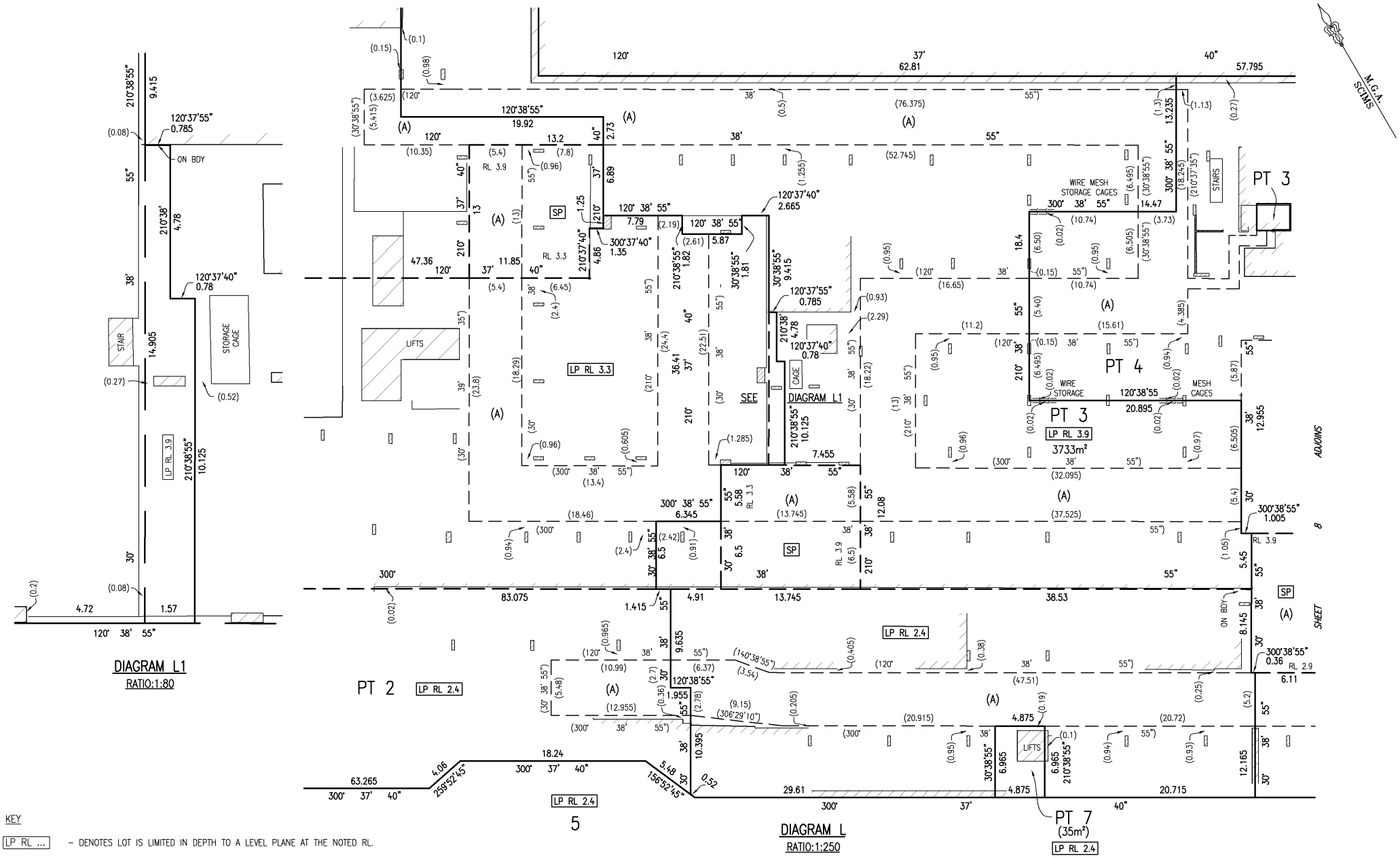


DIAGRAM L1
RATIO:1:80

DIAGRAM L
RATIO:1:250

KEY

LP RL ... – DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL.

SP – DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

SURVEYOR Name: ADAM RICHARDSON Date: 15/10/2019 Reference: 160826 Z3 SUB-AR	PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 07.09.2020	DP1260687

10mm 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 3, 4 & 7 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 GROUND LEVEL SHEET 9. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED.

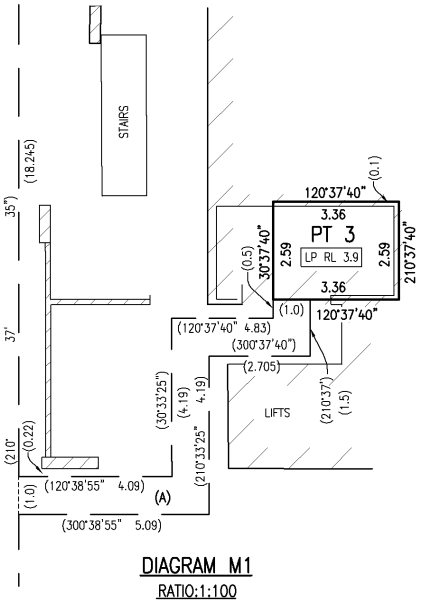


DIAGRAM M1
RATIO:1:100

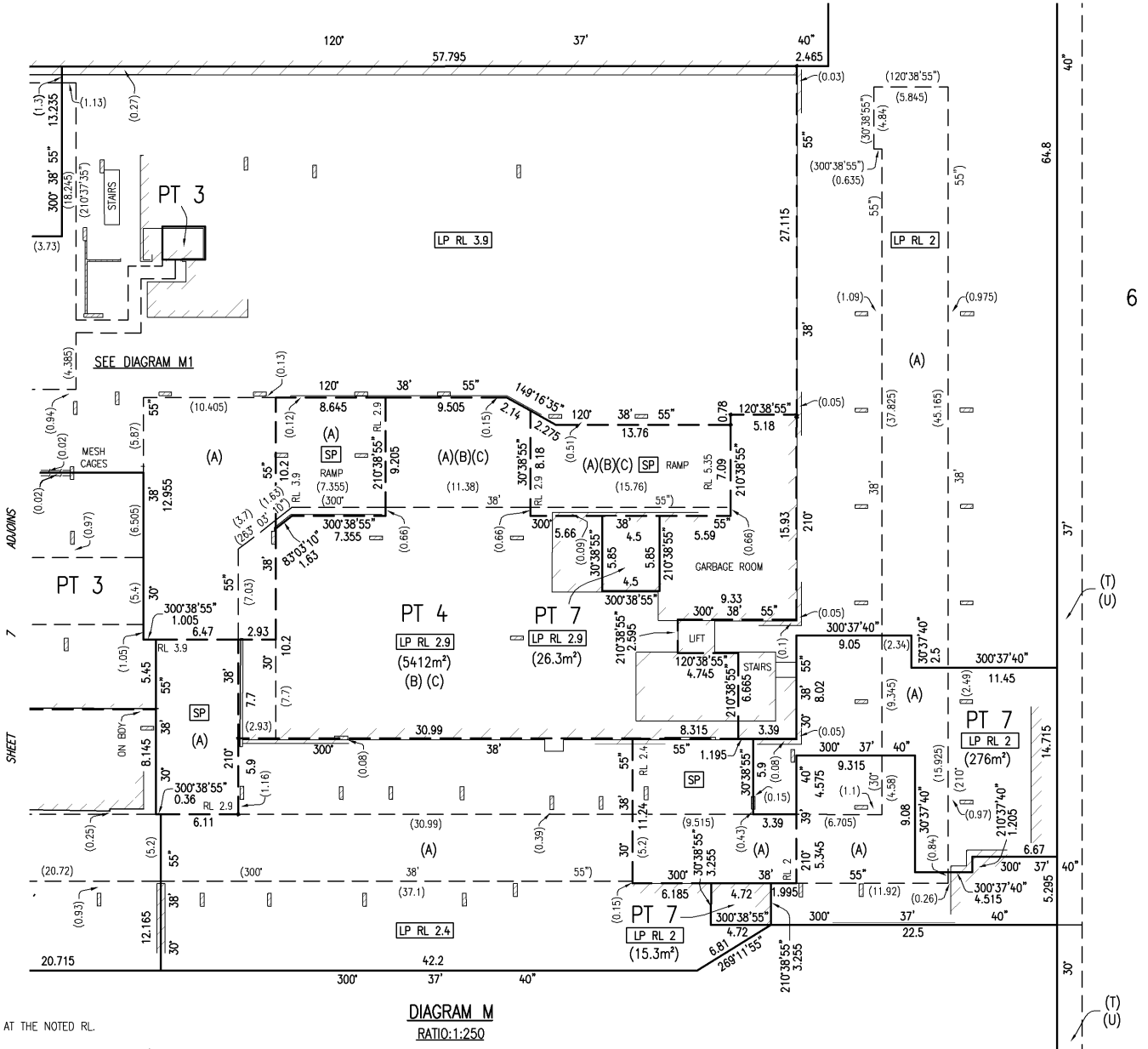


DIAGRAM M
RATIO:1:250

KEY

LP RL ... – DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL.

SP – DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)
(C) EASEMENT FOR GARBAGE COLLECTION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(T) EASEMENT FOR ACCESS 1.96 WIDE
(U) EASEMENT FOR SERVICES 1.96 WIDE

SURVEYOR Name: ADAM RICHARDSON Date: 15/10/2019 Reference: 160826 Z3 SUB-AR	PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 07.09.2020	DP1260687

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

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT07 & SHT08 BASE01 DIA.dwg

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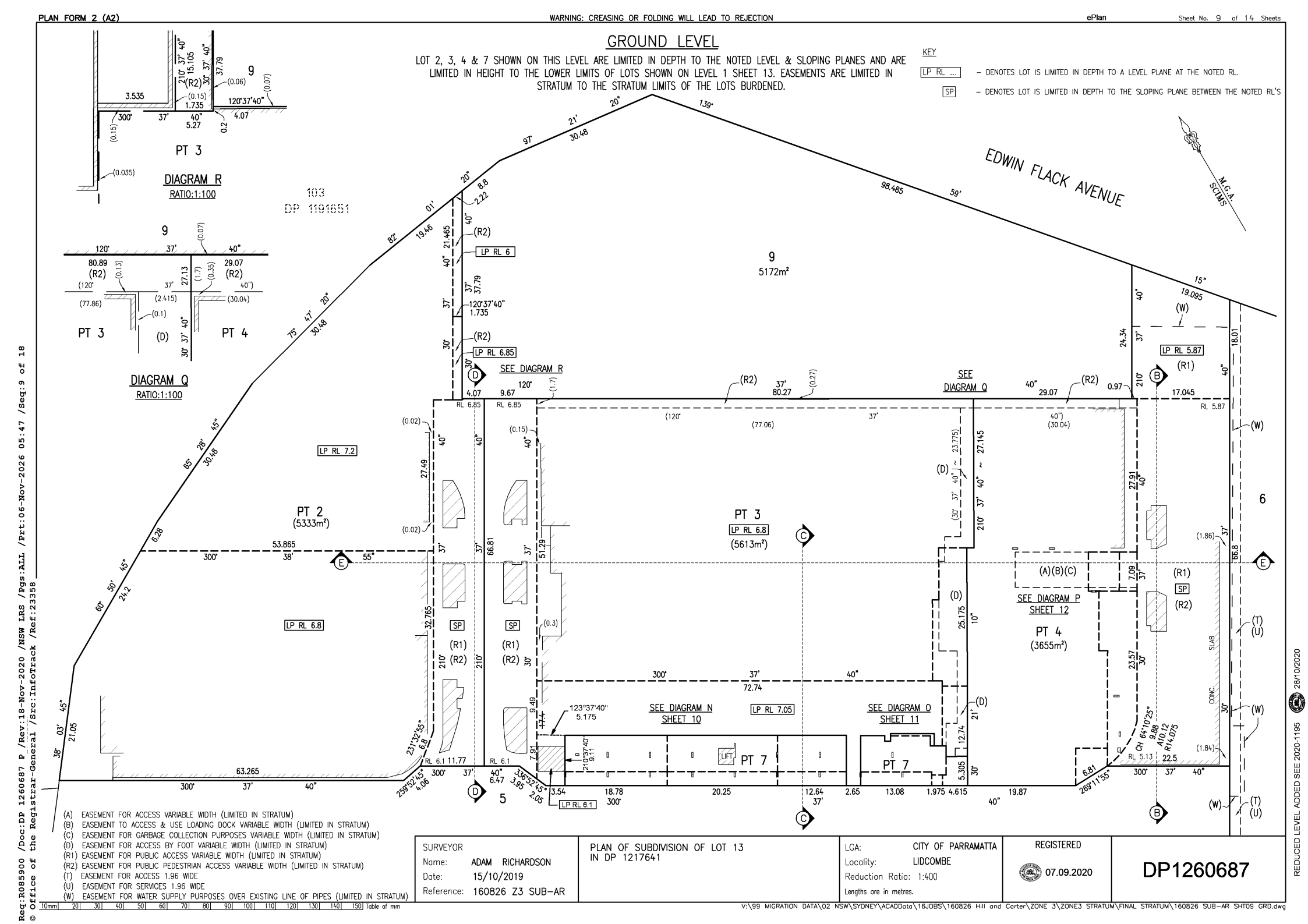
GROUND LEVEL

LOT 2, 3, 4 & 7 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 13. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED.

KEY

LP RL ... – DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL.

SP – DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S



(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)
(C) EASEMENT FOR GARBAGE COLLECTION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(D) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM)
(R1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(R2) EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(T) EASEMENT FOR ACCESS 1.96 WIDE
(U) EASEMENT FOR SERVICES 1.96 WIDE
(W) EASEMENT FOR WATER SUPPLY PURPOSES OVER EXISTING LINE OF PIPES (LIMITED IN STRATUM)

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

SURVEYOR Name: ADAM RICHARDSON Date: 15/10/2019 Reference: 160826 Z3 SUB-AR	PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 07.09.2020	DP1260687

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT09 GRD.dwg

REDUCED LEVEL ADDED SEE 2020-1195 28/10/2020

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GROUND LEVEL – 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 LEVEL 1 SHEET 13. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED.

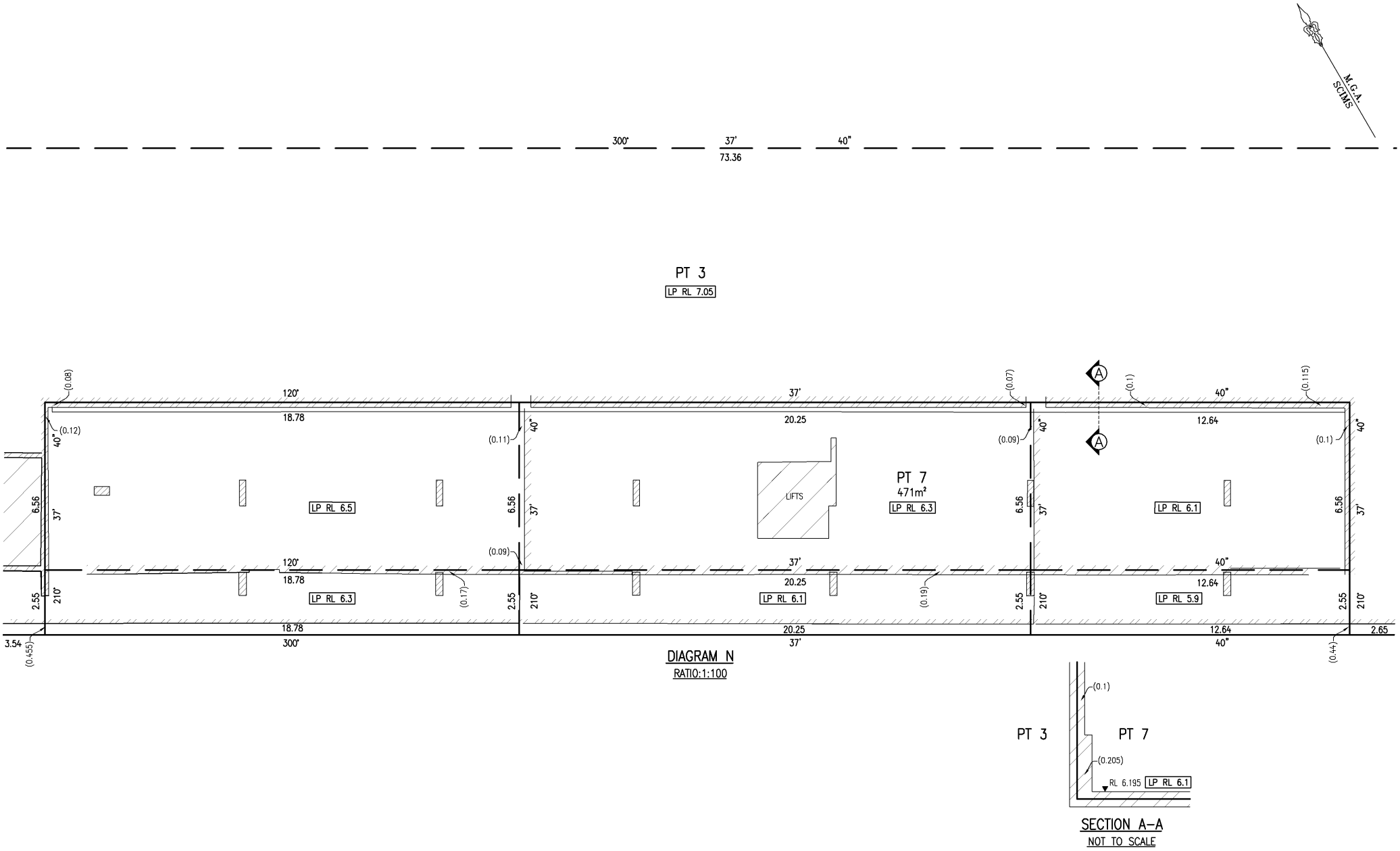


DIAGRAM N
RATIO:1:100

SECTION A–A
NOT TO SCALE

KEY

LP RL ... – DENOTES LOT IS LIMITED IN DEPTH TO A 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: 15/10/2019 Reference: 160826 Z3 SUB–AR	PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:100 Lengths are in metres.	REGISTERED 07.09.2020	DP1260687

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

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT10 TO SHT12 GRD DIA.dwg

Req:R085900 /Doc:DP 1260687 P /Rev:18-Nov-2020 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:10 of 18
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GROUND LEVEL – 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 LEVEL 1 SHEET 13. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED.

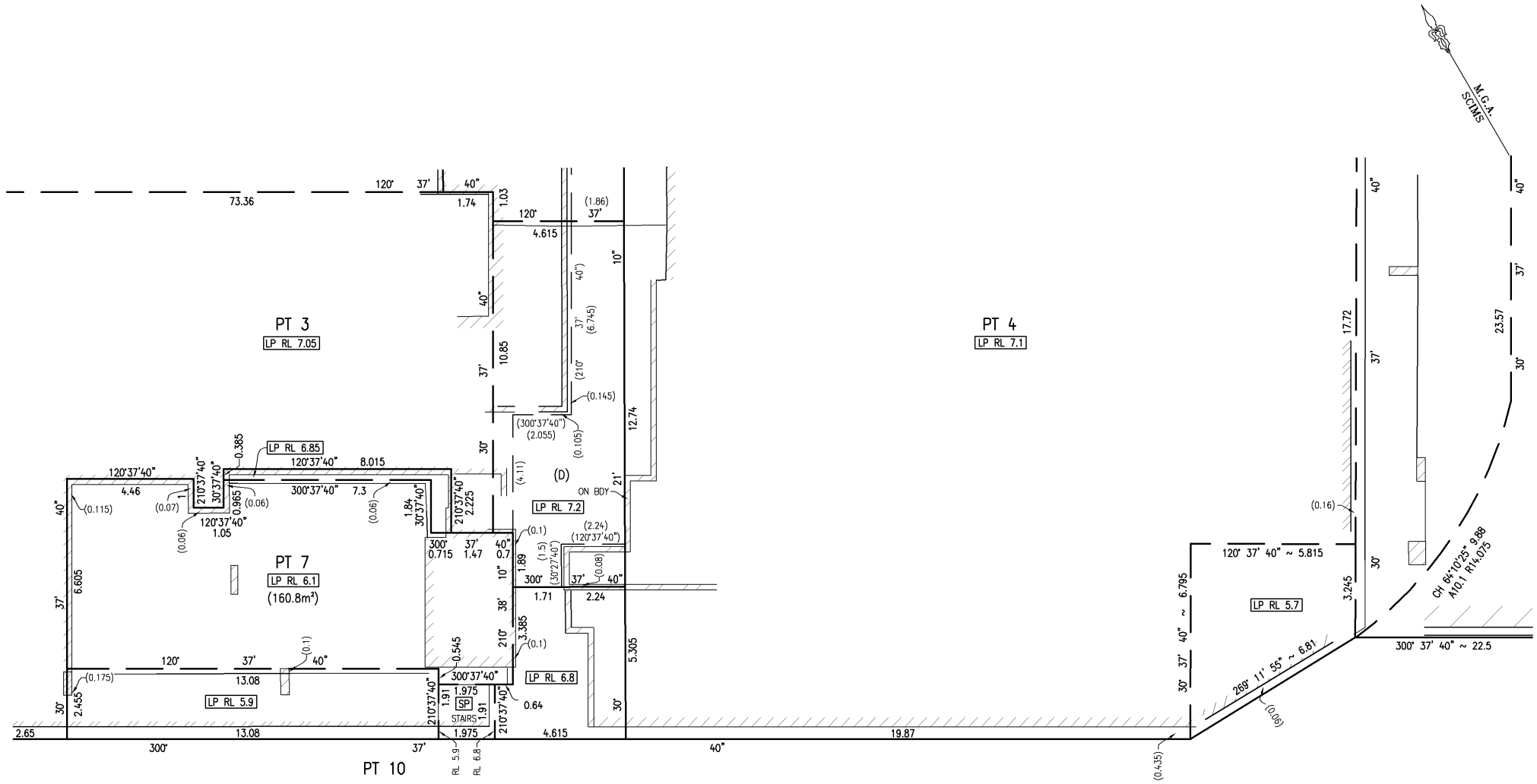


DIAGRAM 0
RATIO:1:100

KEY

LP RL ... – DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL.

SP – DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

(D) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM)

SURVEYOR Name: ADAM RICHARDSON Date: 15/10/2019 Reference: 160826 Z3 SUB-AR	PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:100 Lengths are in metres.	REGISTERED 07.09.2020	DP1260687

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

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT10 TO SHT12 GRD DIA.dwg

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GROUND LEVEL – 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 LEVEL 1 SHEET 13. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED.

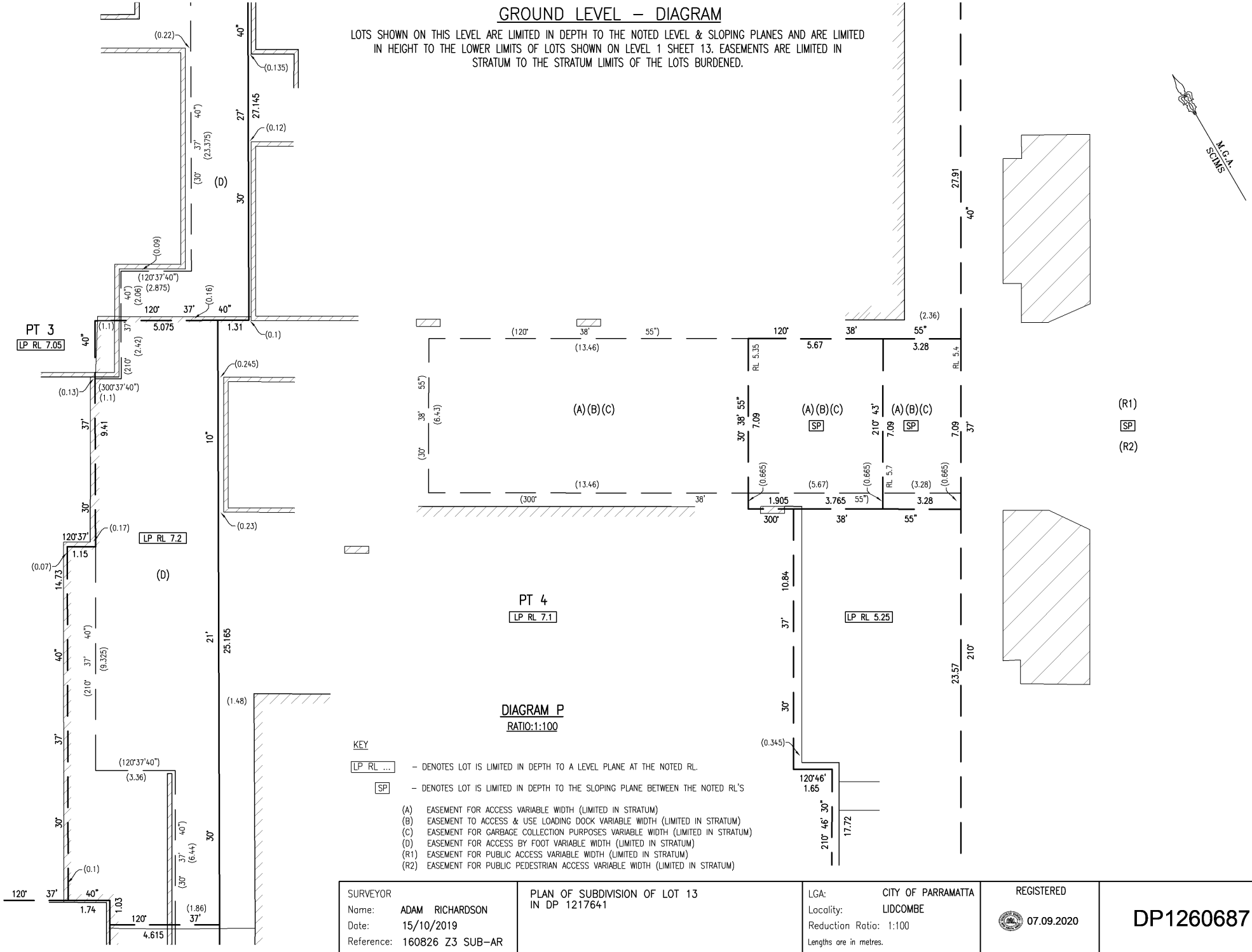


DIAGRAM P
RATIO:1:100

KEY

LP RL ... – DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL.

SP – DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)
(C) EASEMENT FOR GARBAGE COLLECTION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(D) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM)
(R1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(R2) EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

SURVEYOR Name: ADAM RICHARDSON Date: 15/10/2019 Reference: 160826 Z3 SUB-AR	PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:100 Lengths are in metres.	REGISTERED 07.09.2020	DP1260687

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

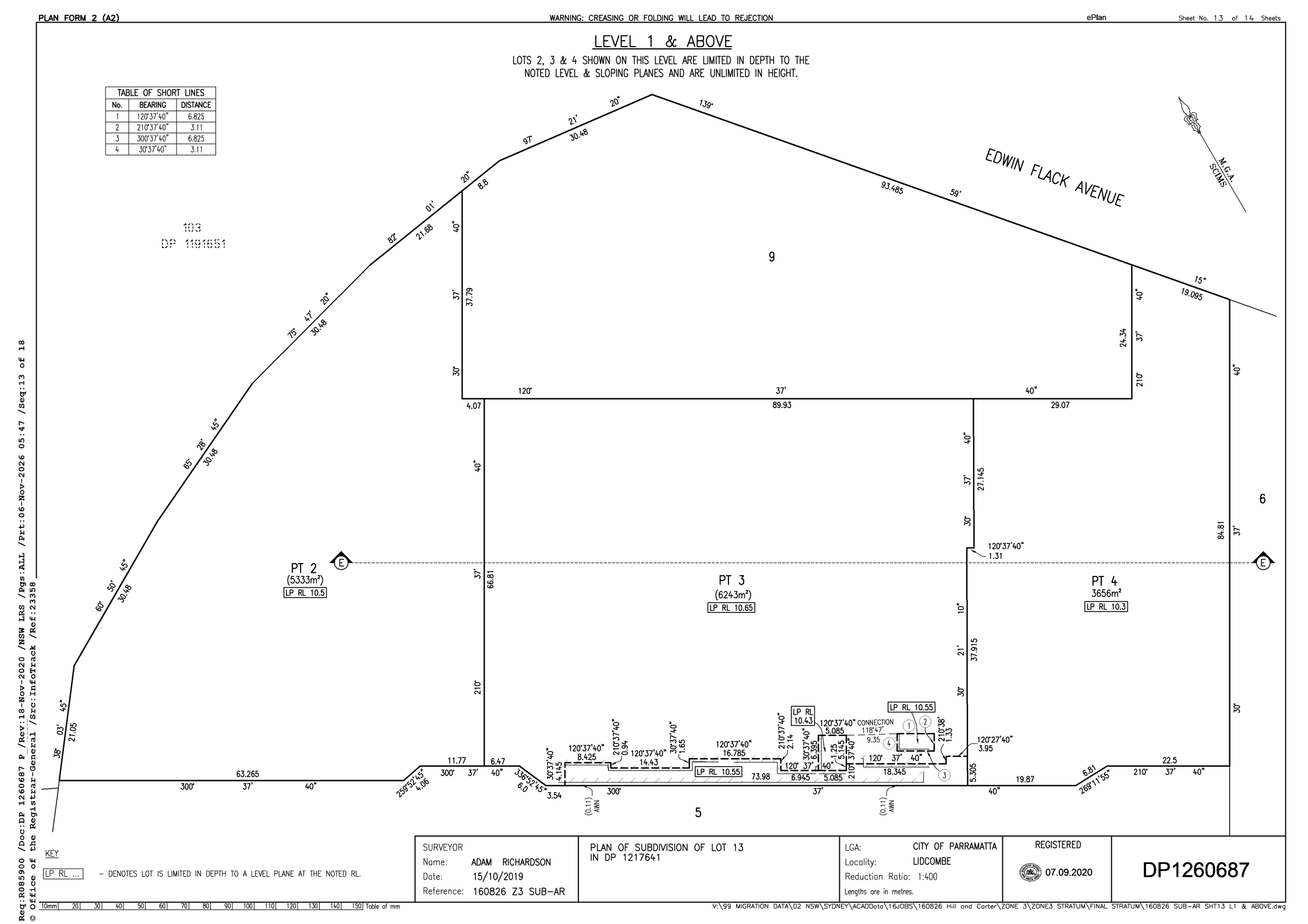
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LEVEL 1 & ABOVE

LOTS 2, 3 & 4 SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE UNLIMITED IN HEIGHT.

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	120°37'40"	6.825
2	210°37'40"	3.11
3	300°37'40"	6.825
4	30°37'40"	3.11



KEY

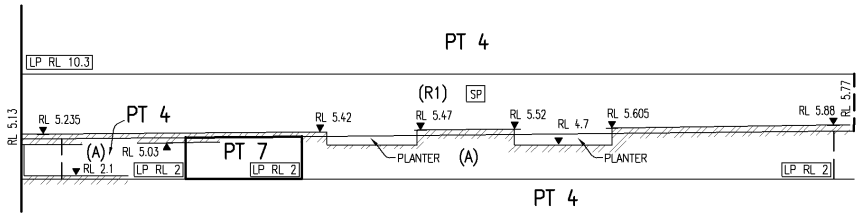
LP RL ... – DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641	LGA: CITY OF PARRAMATTA	REGISTERED	DP1260687
Name: ADAM RICHARDSON		Locality: LIDCOMBE	07.09.2020	
Date: 15/10/2019		Reduction Ratio: 1:400		
Reference: 160826 Z3 SUB-AR		Lengths are in metres.		

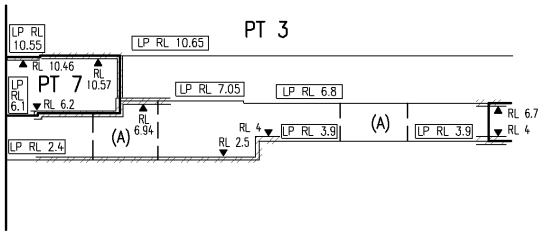
10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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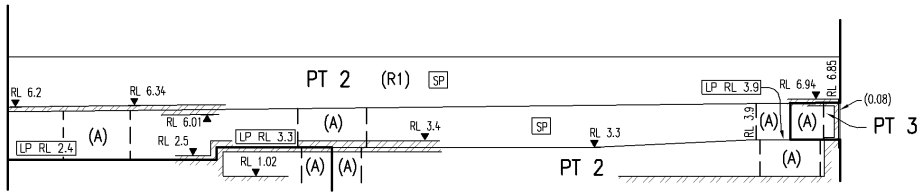
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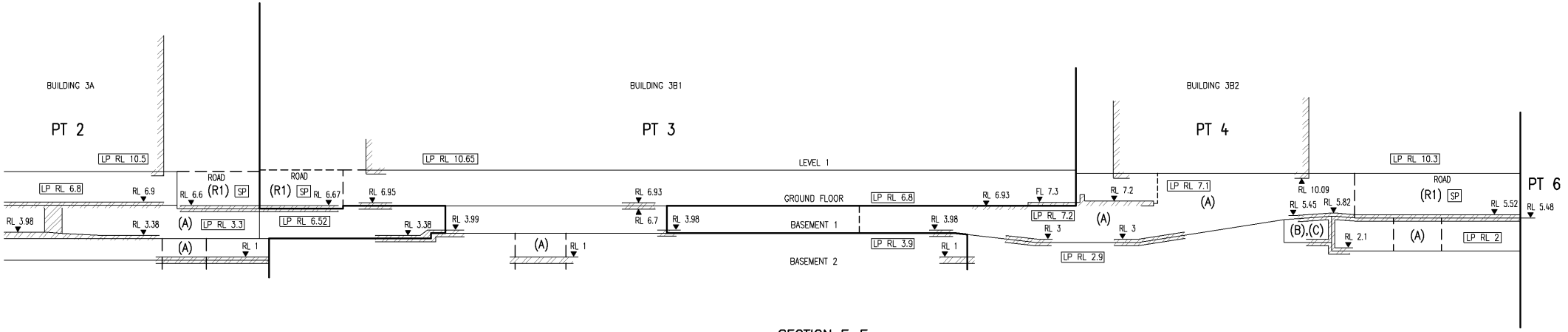
SECTION B–B
RATIO:1:300



SECTION C–C
RATIO:1:300



SECTION D–D
RATIO:1:300



SECTION E–E
RATIO:1:300

KEY

LP RL ... – DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL.

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)
(C) EASEMENT FOR GARAGE COLLECTION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(R1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

SURVEYOR Name: ADAM RICHARDSON Date: 15/10/2019 Reference: 160826 Z3 SUB–AR	PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 07.09.2020	DP1260687

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

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Req:R085900 /Doc:DP 1260687 P /Rev:18-Nov-2020 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:14 of 18
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Req:R085900 /Doc:DP 1260687 P /Rev:18-Nov-2020 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:15 of 18
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4 ePlan

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 07.09.2020

Title System: TORRENS

Office Use Only

DP1260687

PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641

CITY OF

LGA: PARRAMATTA

Locality: LIDCOMBE

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: 15 & 19.10.2019, 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: 04.03.2020

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, CLAIRE STEPHENS

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: .....

Consent/Authority: CITY OF PARRAMATTA COUNCIL

Date of Endorsement: 27.08.2020

Subdivision Certificate no: SC/381/2020

File number: .....

*Strike through if inapplicable

Plans used in the preparation of survey/compilation

DP's 1217641 1081239 1160485
234801 1121434 1217641
1191651

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: 160826 Z3 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 4 sheet(s)

Office Use Only

Registered: 07.09.2020

PLAN OF SUBDIVISION OF LOT 13
IN DP 1217641

Office Use Only

DP1260687

Subdivision Certificate No: SC|38|2020

Date of Endorsement: 27.08.2020

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 TO USE FIRE STAIRS & PASSAGES (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 GARBAGE COLLECTION PURPOSES VARIABLE WIDTH (C) (LIMITED IN STRATUM)
8. EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (D) (LIMITED IN STRATUM)
9. EASEMENT FOR ACCESS ~~VARIABLE WIDTH~~ ~~(R)~~ (WHOLE OF LOT)
10. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (R1) (LIMITED IN STRATUM)
11. EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (R2) (LIMITED IN STRATUM)
12. EASEMENT FOR SERVICES ~~VARIABLE WIDTH~~ ~~(S)~~ (WHOLE OF LOT)
13. EASEMENT FOR ACCESS 1.96 WIDE (T)
14. EASEMENT FOR SERVICES 1.96 WIDE (U)
15. EASEMENT FOR WATER SUPPLY PURPOSES OVER EXISTING LINE OF PIPES (LIMITED IN STRATUM) (W)
16. RESTRICTION ON THE USE OF LAND
17. POSITIVE COVENANT (OSD)
18. RESTRICTION ON THE USE OF LAND (OSD)
19. POSITIVE COVENANT (RAIN WATER HARVESTING)
20. RESTRICTION ON THE USE OF LAND (RAINWATER HARVESTING)

ADDRESSES ARE NOT KNOWN AT THIS STAGE

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 160826 Z3 SUB-AR

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ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)

Office Use Only

Registered: 07.09.2020

Office Use Only

DP1260687

PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641

Subdivision Certificate No: SC/38/2020

Date of Endorsement: 27:08:2020

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.

Signed on behalf of **Australia YMCI Pty Limited**
ACN 607 884 711 pursuant to section 127
Corporations Act 2001, by:

Secretary/Director

Print name: QIANG KUI

Director

Print name: ZHENGTAO TAN

~~**Signed by as attorney for of Australia YMCI Pty Limited**~~
ACN 607 884, under power of attorney registered book no.
in the presence of:

Signature of Witness

Print Name of Witness

Print Address of Witness

Signature of Attorney

Print Name of Attorney

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

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 160826 Z3 SUB–AR

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ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)

Office Use Only

Registered: 07.09.2020

PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641

Office Use Only

DP1260687

Subdivision Certificate No: SC138/2020

Date of Endorsement: 27.08.2020

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.

Signed on behalf of **FCCD (Australia) Pty Limited**
~~**ACN 134 182 380** pursuant to section 127~~
Corporations Act 2001, by:

Secretary/Director ..... Director

~~Print name~~ ..... Print name

Signed by as attorney for of **FCCD (Australia) Pty Limited**
ACN 134 182 380, under power of attorney registered book no. 580 4558
in the presence of:

..... Signature of Witness

GEOFFREY ZIMAN
Print Name of Witness

1 MACQUARIE PLACE, SYDNEY
Print Address of Witness

..... Signature of Attorney

DAVID KELLEHER
Print Name of Attorney

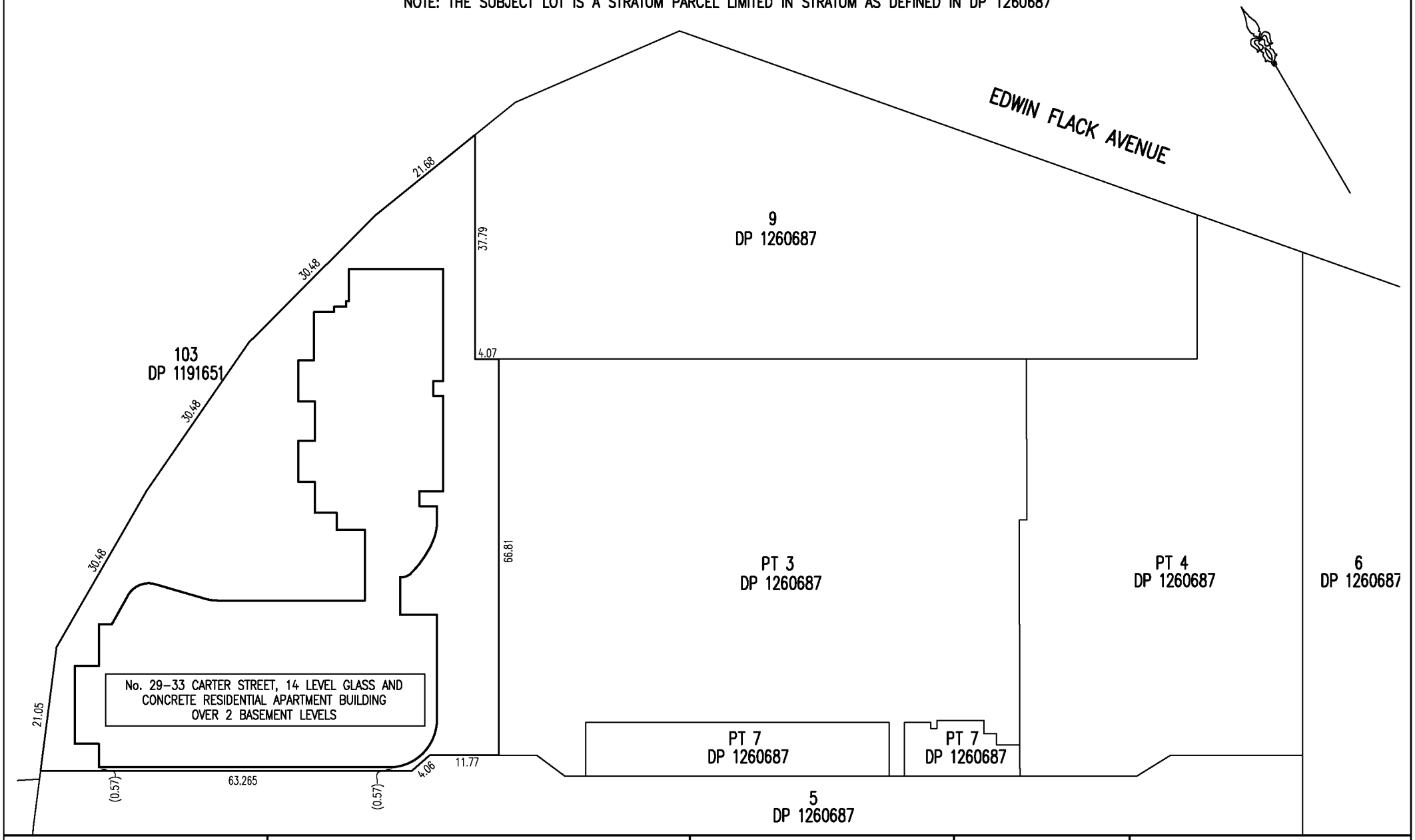
By executing this contract the attorney states that the attorney has received no notice of revocation of the power of attorney

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 160826 Z3 SUB-AR

LOCATION PLAN – SITE PLAN

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1260687



SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:600 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

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No. 29–33 CARTER STREET, 14 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

LOCATION PLAN – BASEMENT 2 & BELOW

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1260687

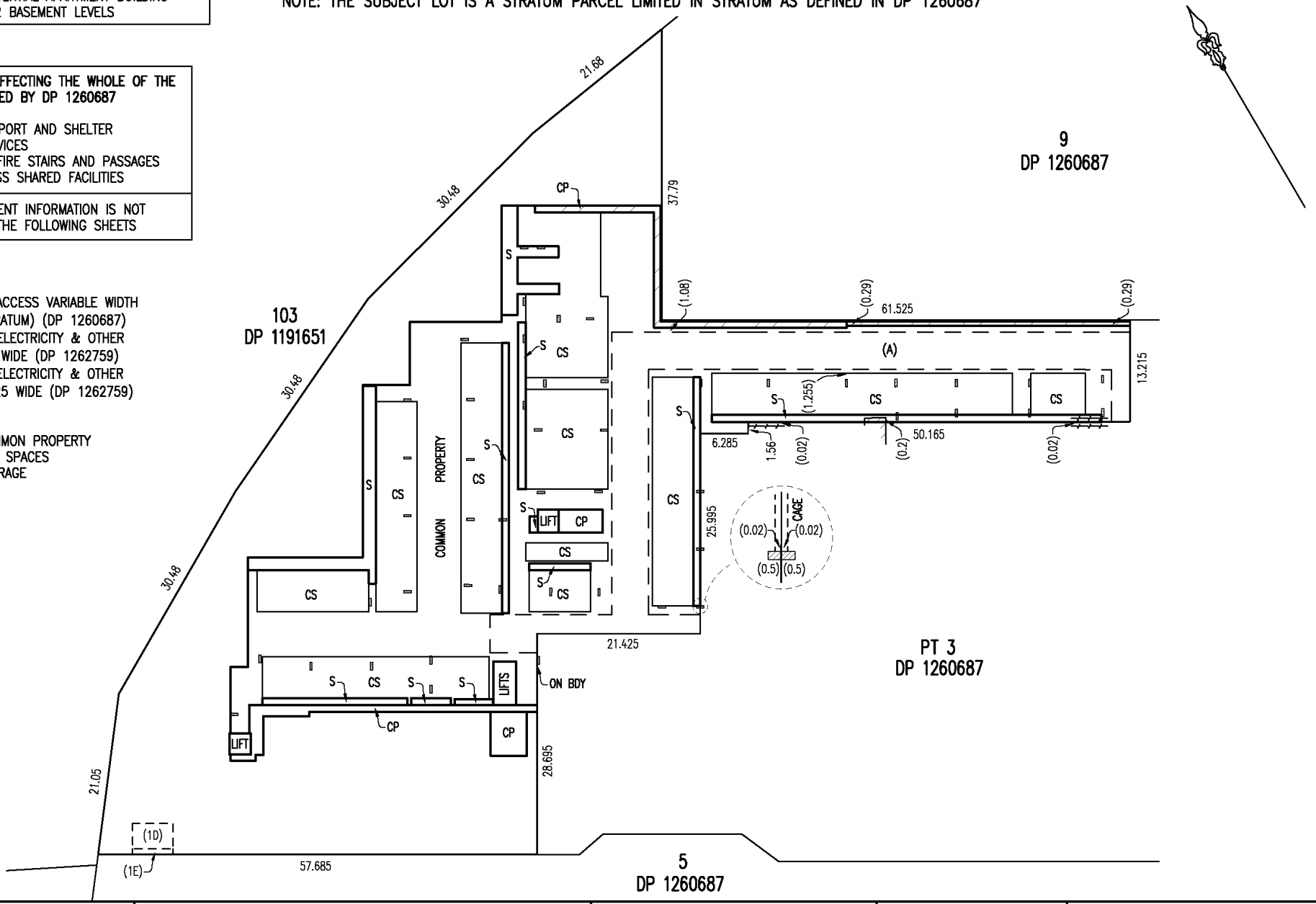
GLOBAL EASEMENTS AFFECTING THE WHOLE OF THE SUBJECT LAND CREATED BY DP 1260687

EASEMENT FOR SUPPORT AND SHELTER
EASEMENT FOR SERVICES
EASEMENT TO USE FIRE STAIRS AND PASSAGES
EASEMENT TO ACCESS SHARED FACILITIES

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

EASEMENT
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1260687)
(1D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (DP 1262759)
(1E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.725 WIDE (DP 1262759)

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



SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:500 Lengths are in metres.	REGISTERED 05/11/2020	SP101327
Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR				

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP–AR–SHT02 BAS2 LOC.dwg

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No. 29–33 CARTER STREET, 14 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

LOCATION PLAN – BASEMENT 1

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1260687

EASEMENT
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1260687)
(1B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM (DP1262759)
(1C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (DP1262759)
(1D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (DP 1262759)
(1E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.725 WIDE (DP 1262759)

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

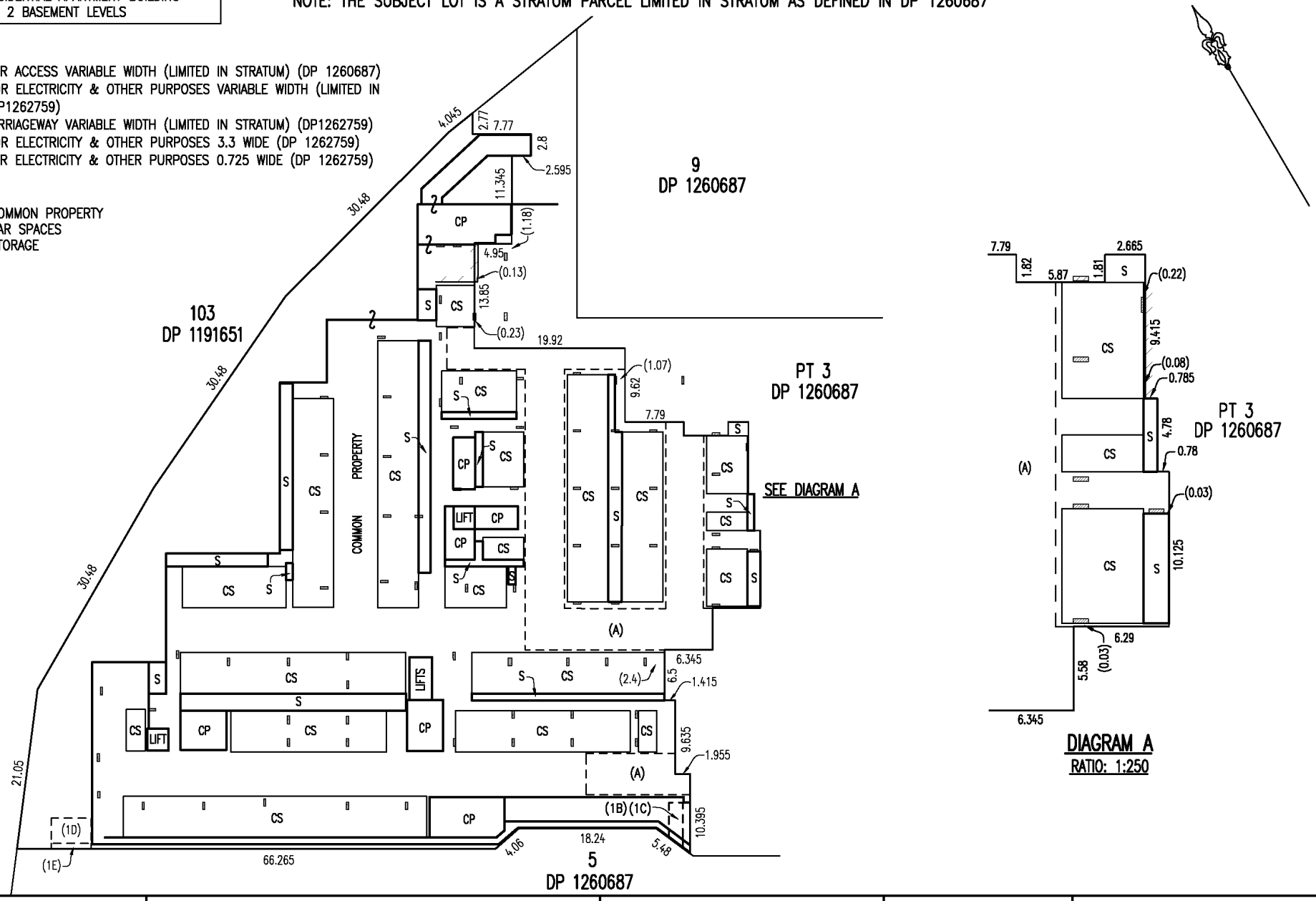


DIAGRAM A
RATIO: 1:250

SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:500 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

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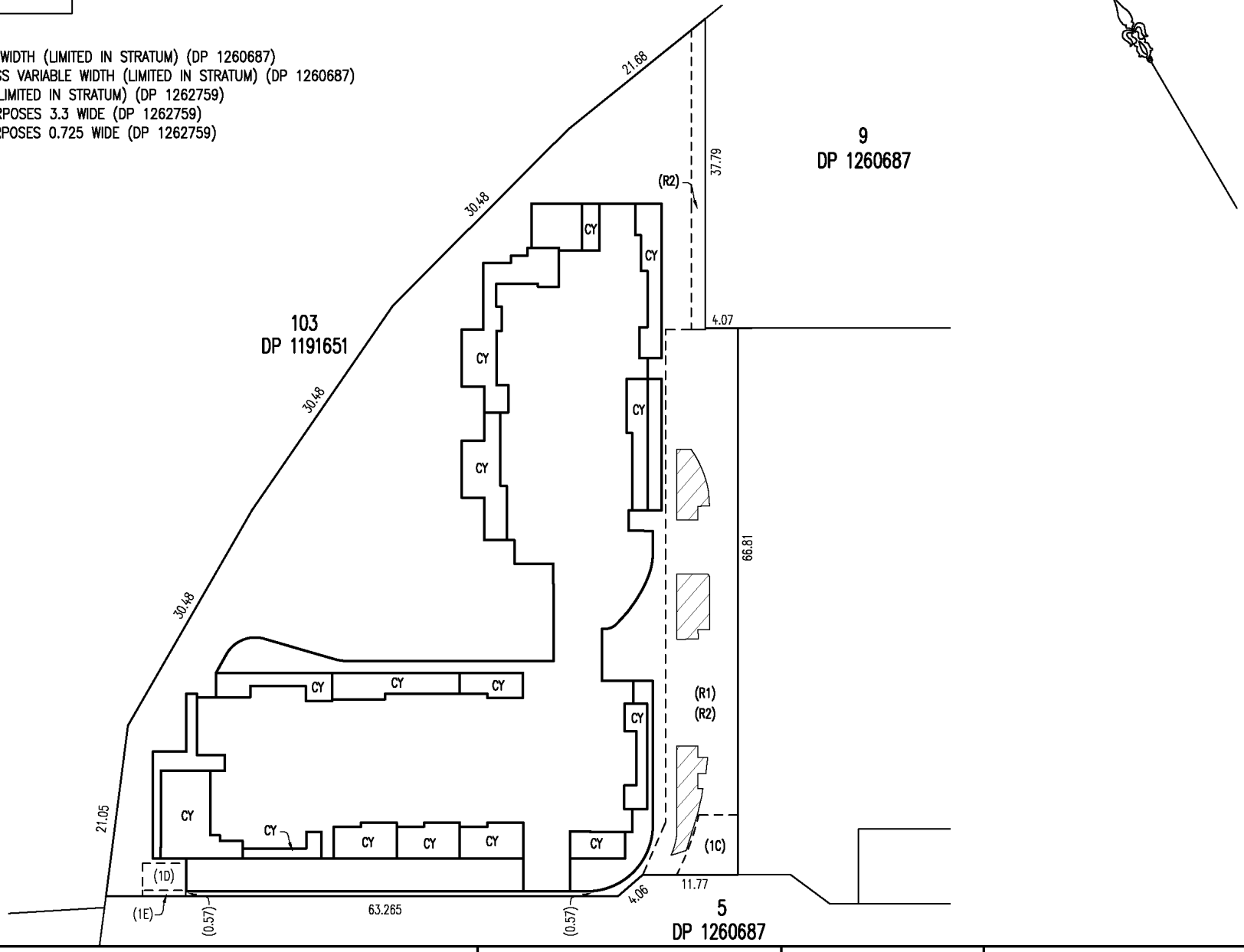
No. 29–33 CARTER STREET, 14 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

LOCATION PLAN – GROUND LEVEL

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1260687

EASEMENTS
(R1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1260687)
(R2) EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1260687)
(1C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1262759)
(1D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (DP 1262759)
(1E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.725 WIDE (DP 1262759)

CY – DENOTES COURTYARD



SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA	REGISTERED	SP101327
Name: ADAM RICHARDSON		Locality: LIDCOMBE	05/11/2020	
Date: 22/04/2020		Reduction Ratio: 1:500		
Reference: 160826 3A SP–AR		Lengths are in metres.		

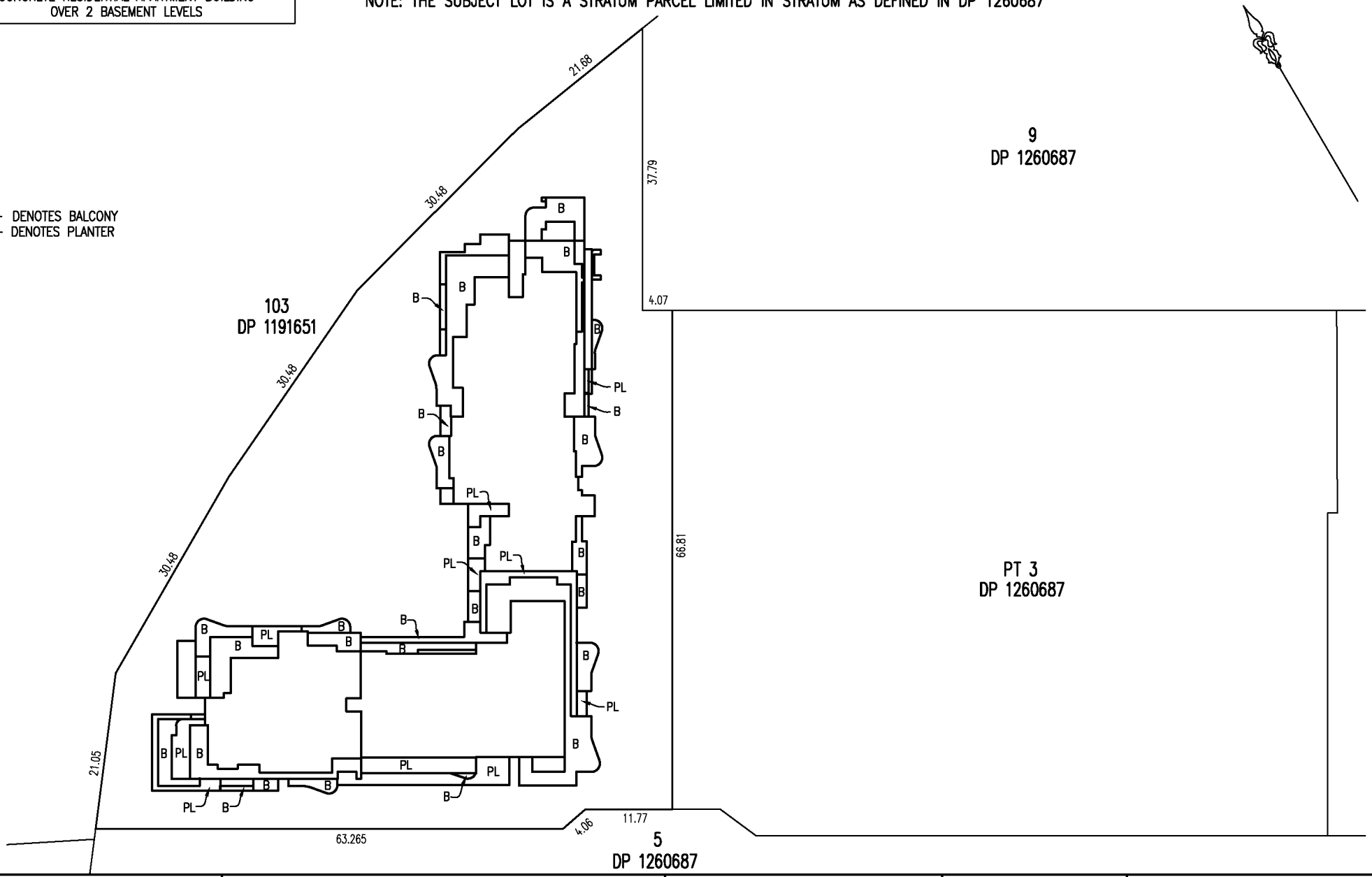
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No. 29–33 CARTER STREET, 14 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

LOCATION PLAN – LEVEL 1 & ABOVE

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1260687



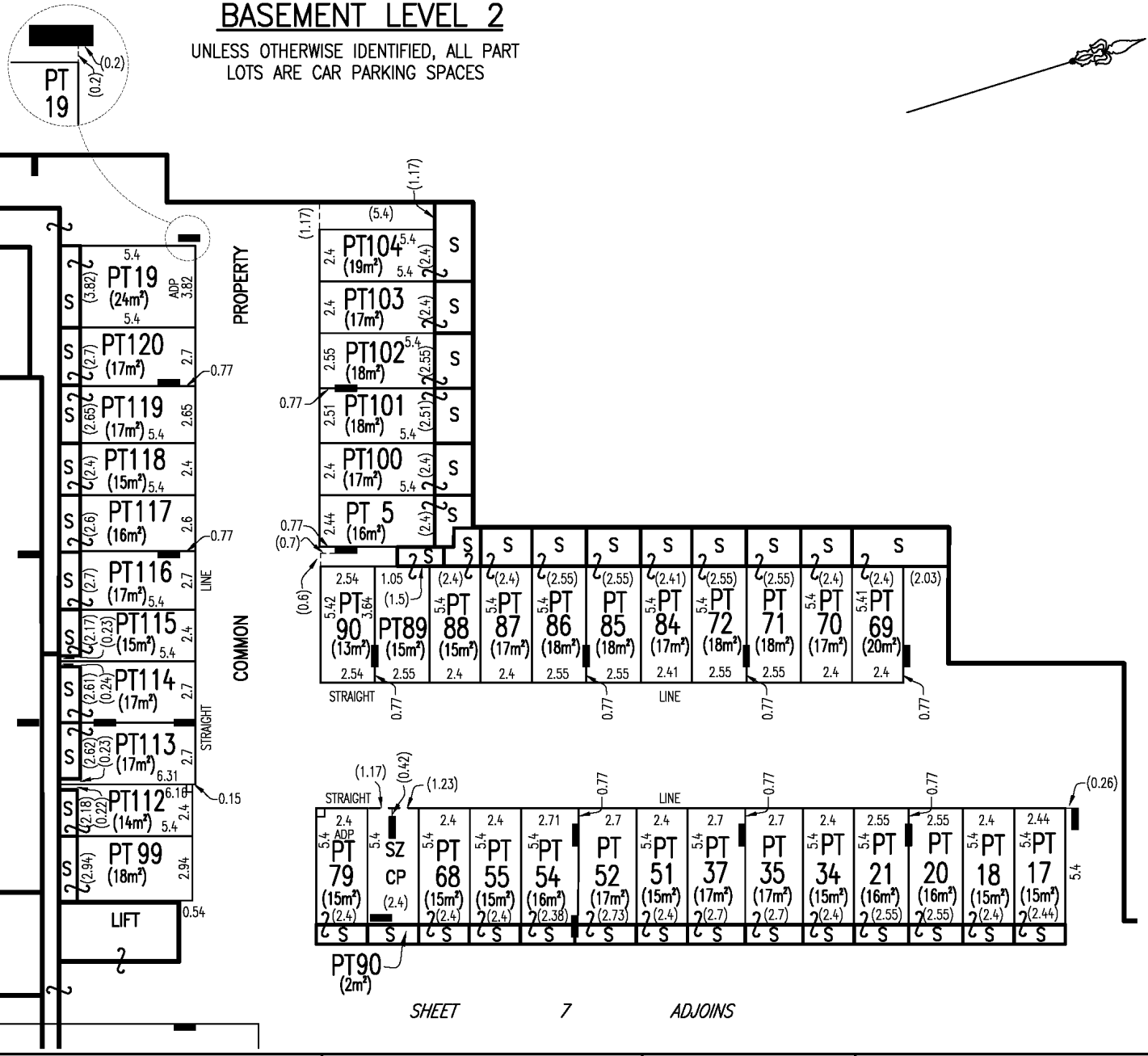
SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:500 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

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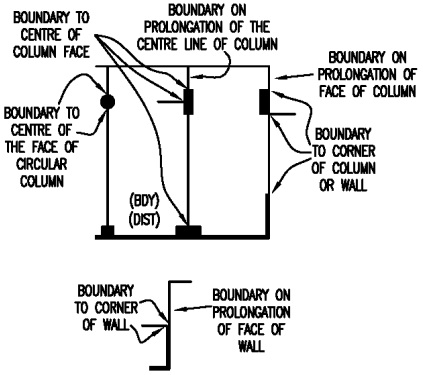
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BASEMENT LEVEL 2

UNLESS OTHERWISE IDENTIFIED, ALL PART LOTS ARE CAR PARKING SPACES



TYPICAL KEY – UNLESS OTHERWISE NOTED



∟	–	DENOTES RIGHT ANGLE
ADP	–	DENOTES ADAPTABLE UNIT CAR SPACE
CP	–	DENOTES COMMON PROPERTY
S	–	DENOTES STORAGE
SZ	–	DENOTES SHARED ZONE WITHIN 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.

SHEET 7 ADJOINS

SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

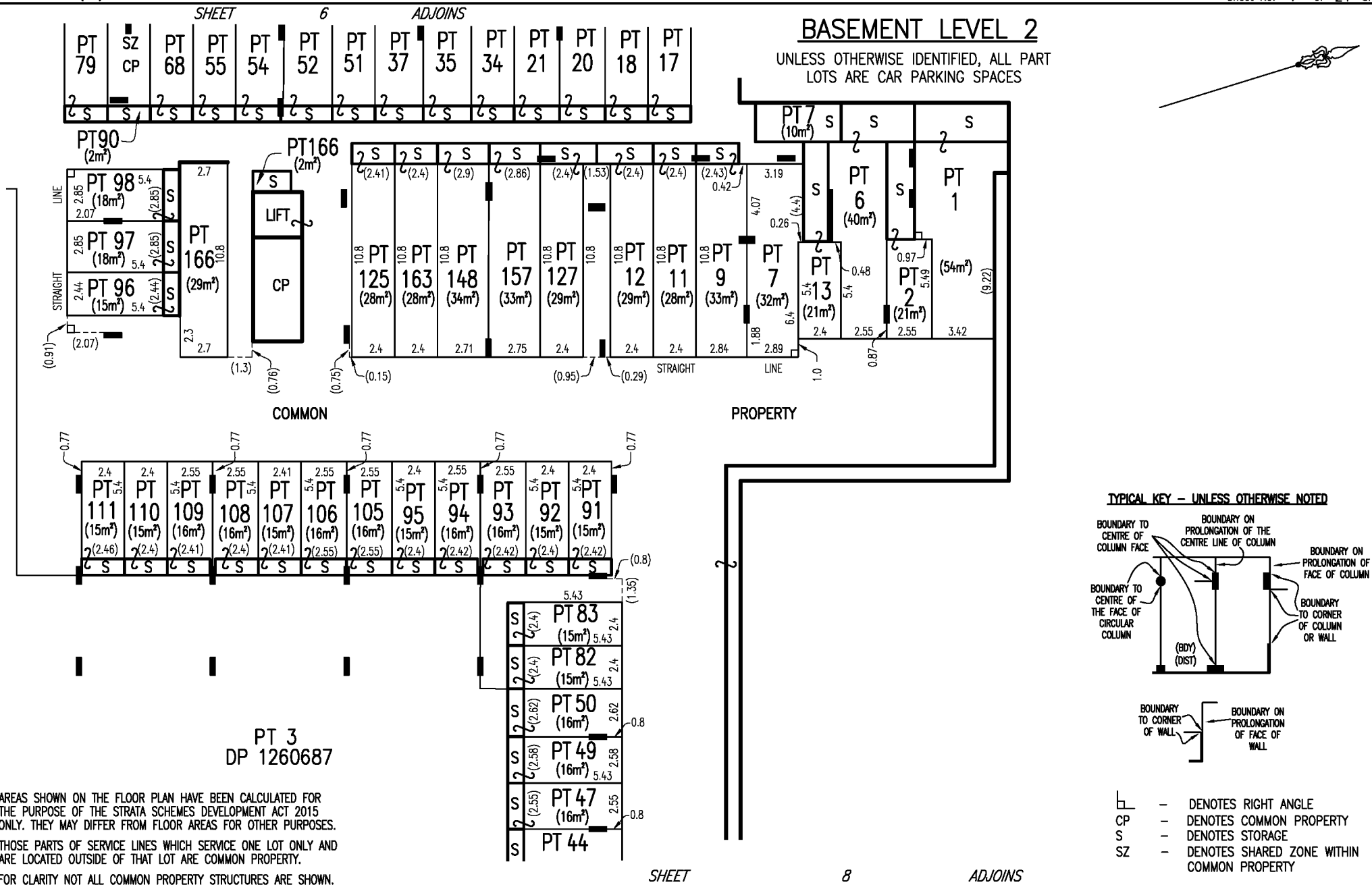
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BASEMENT LEVEL 2

UNLESS OTHERWISE IDENTIFIED, ALL PART LOTS ARE CAR PARKING SPACES



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.

TYPICAL KEY – UNLESS OTHERWISE NOTED

- ∟ – DENOTES RIGHT ANGLE
- CP – DENOTES COMMON PROPERTY
- S – DENOTES STORAGE
- SZ – DENOTES SHARED ZONE WITHIN COMMON PROPERTY

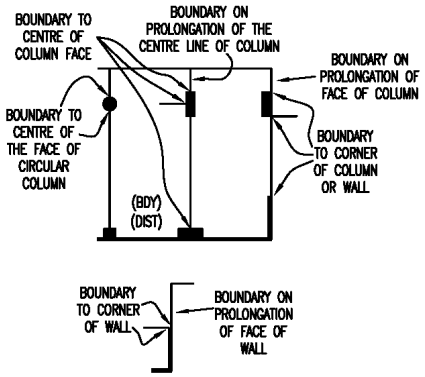
SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

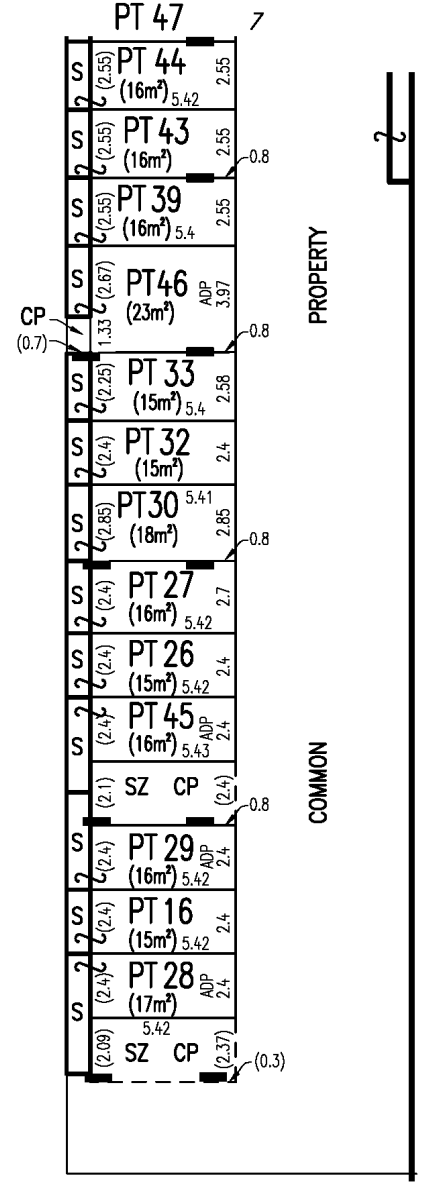
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BASEMENT LEVEL 2

UNLESS OTHERWISE IDENTIFIED, ALL PART LOTS ARE CAR PARKING SPACES

TYPICAL KEY – UNLESS OTHERWISE NOTED





PT 3
DP 1260687

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

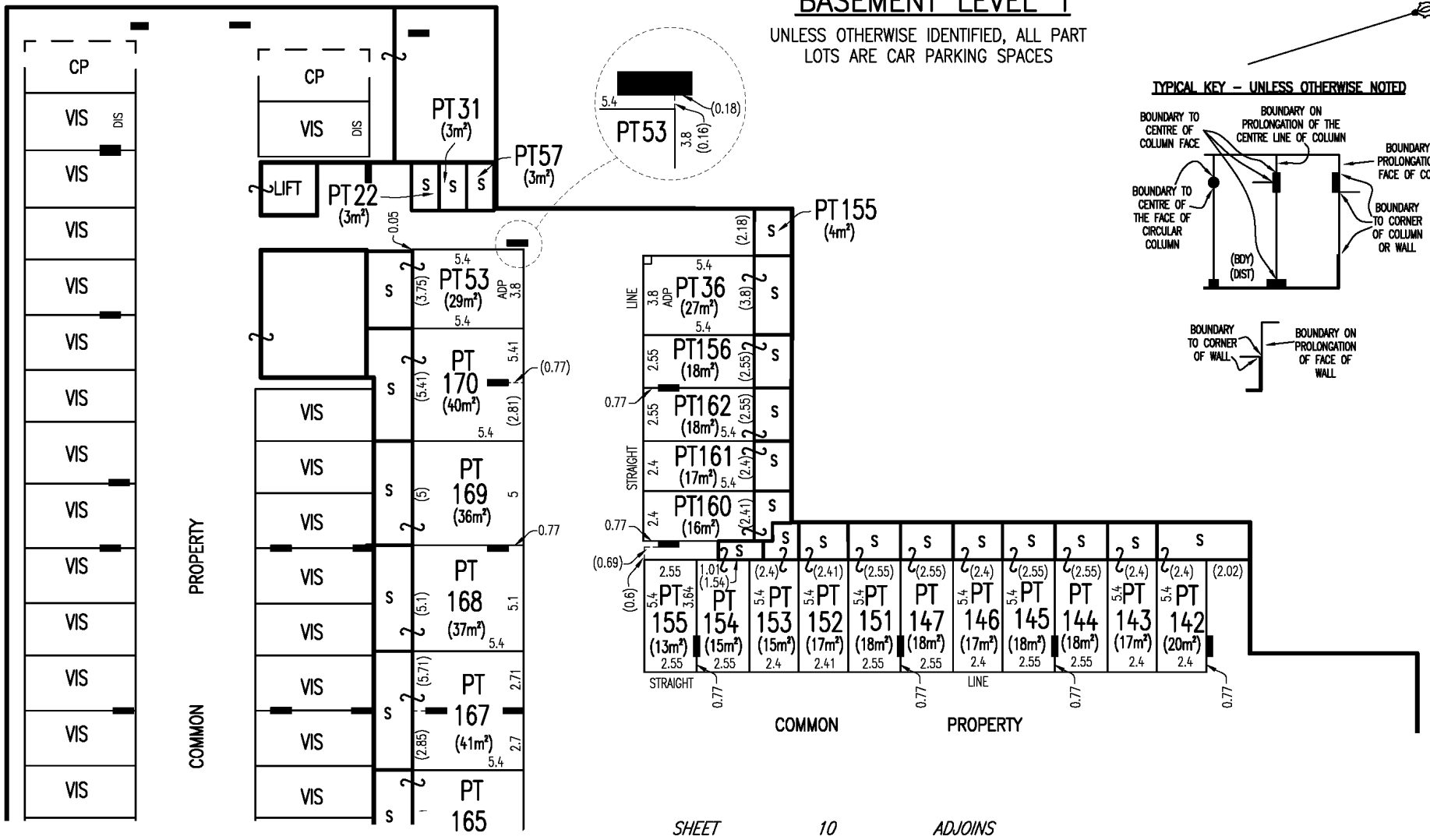
SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

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BASEMENT LEVEL 1

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.

⌞	– DENOTES RIGHT ANGLE
ADP	– DENOTES ADAPTABLE UNIT CAR SPACE
CP	– DENOTES COMMON PROPERTY
S	– DENOTES STORAGE
VIS	– DENOTES VISITOR PARKING WITHIN COMMON PROPERTY
DIS	– DENOTES DISABLED VISITOR PARKING SITE

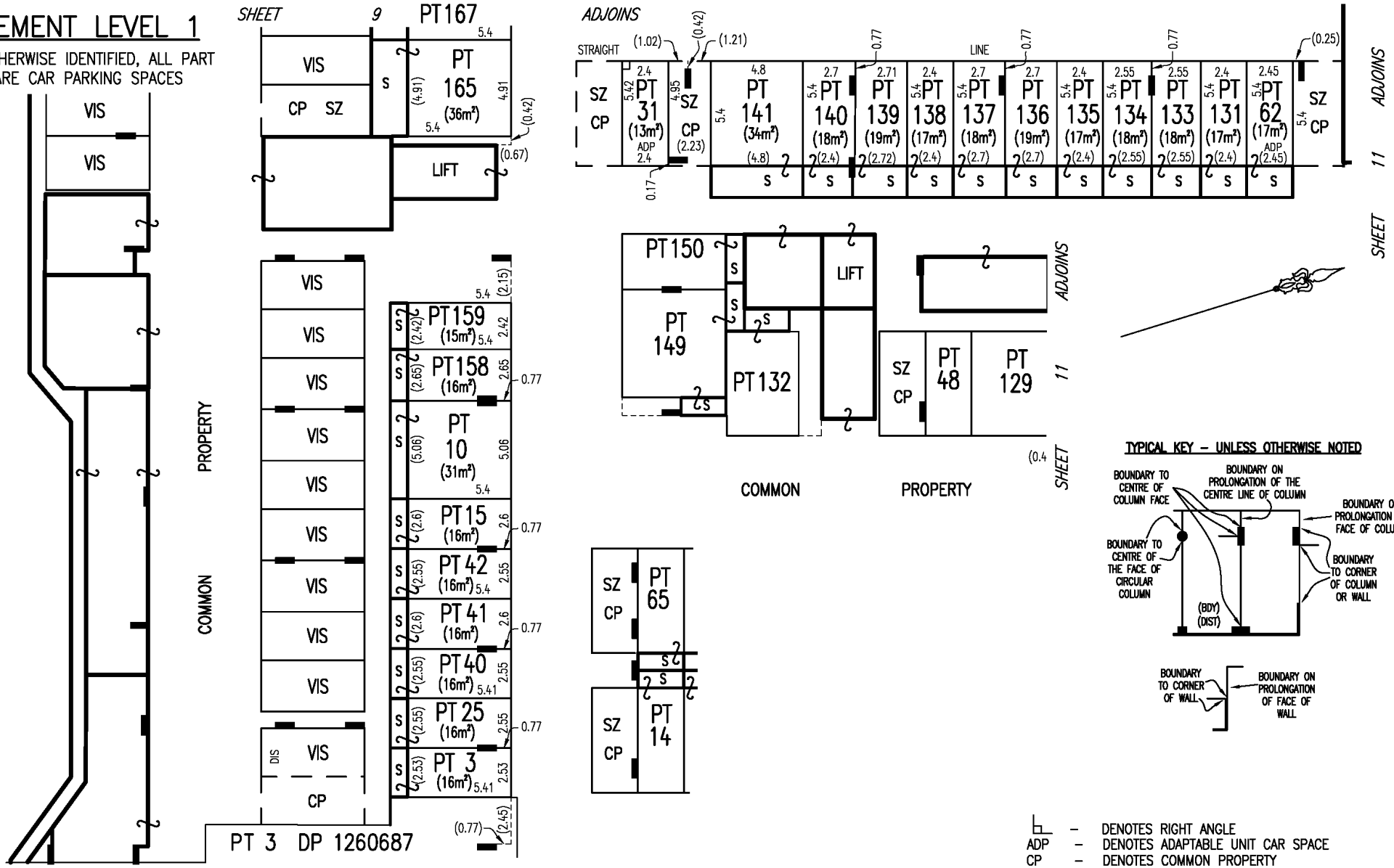
SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

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Req:R085899 /Doc:SP 0101327 P /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:9 of 30
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BASEMENT LEVEL 1

UNLESS OTHERWISE IDENTIFIED, ALL PART LOTS ARE CAR PARKING SPACES



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.

TYPICAL KEY – UNLESS OTHERWISE NOTED

⌞	–	DENOTES RIGHT ANGLE
ADP	–	DENOTES ADAPTABLE UNIT CAR SPACE
CP	–	DENOTES COMMON PROPERTY
S	–	DENOTES STORAGE
SZ	–	DENOTES SHARED ZONE WITHIN COMMON PROPERTY
VIS	–	DENOTES VISITOR PARKING WITHIN COMMON PROPERTY
DIS	–	DENOTES DISABLED VISITOR PARKING SPACE

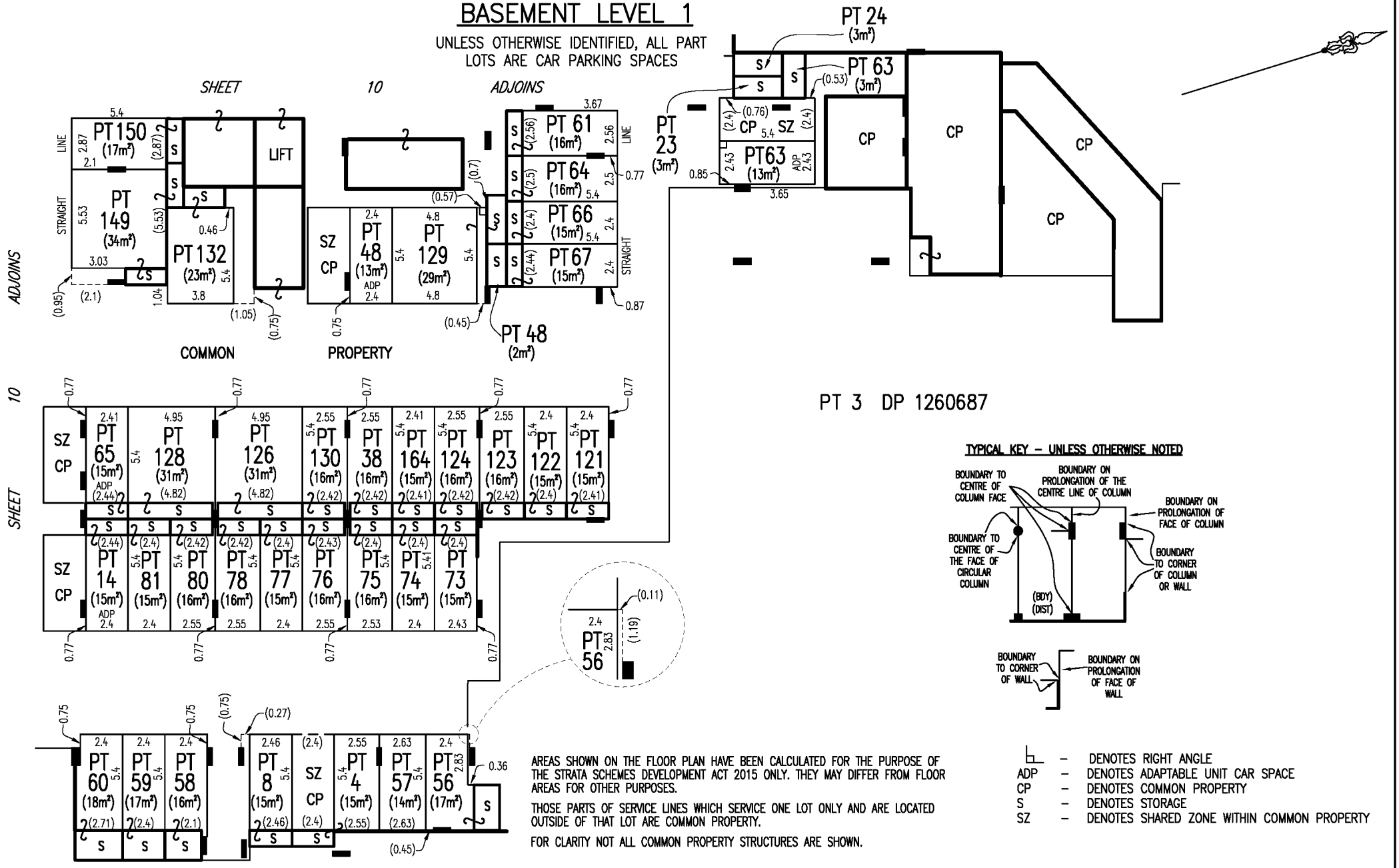
SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP–AR–SHT09–11 BASE1.dwg

Req:R085899 /Doc:SP 0101327 P /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:10 of 30
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BASEMENT LEVEL 1

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.

⌞ – DENOTES RIGHT ANGLE
ADP – DENOTES ADAPTABLE UNIT CAR SPACE
CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE
SZ – DENOTES SHARED ZONE WITHIN COMMON PROPERTY

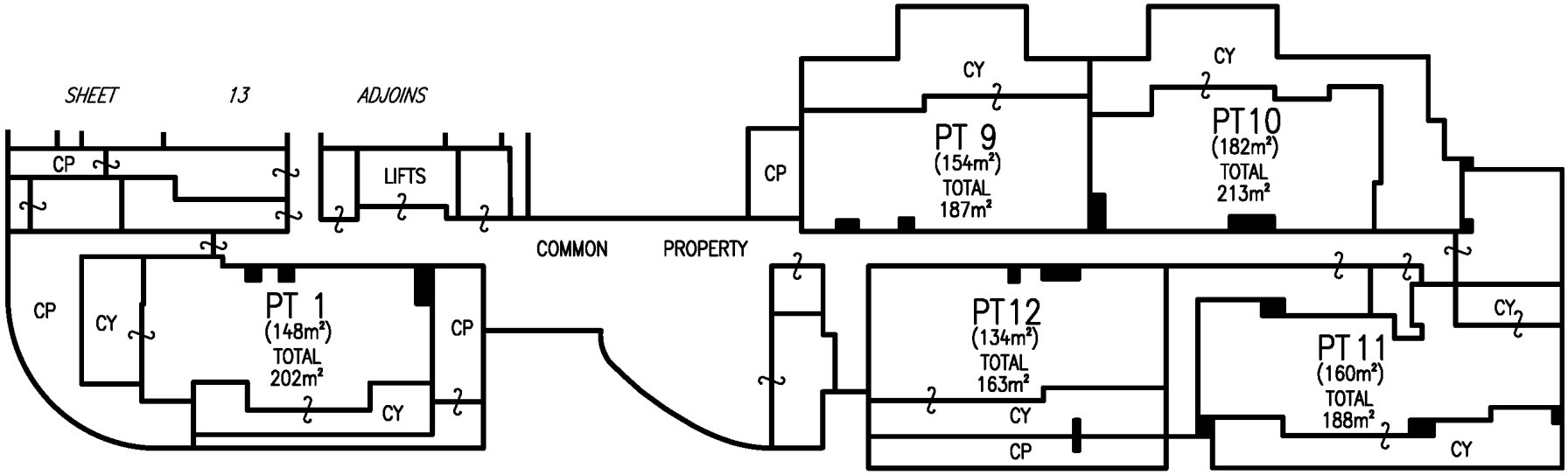
SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP–AR–SHT09–11 BASE1.dwg

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GROUND LEVEL

- THE STRATUM OF THE COURTYARDS, WHERE NOT COVERED BY LEVEL 1, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE 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.

CP – DENOTES COMMON PROPERTY
CY – DENOTES TILED COURTYARD

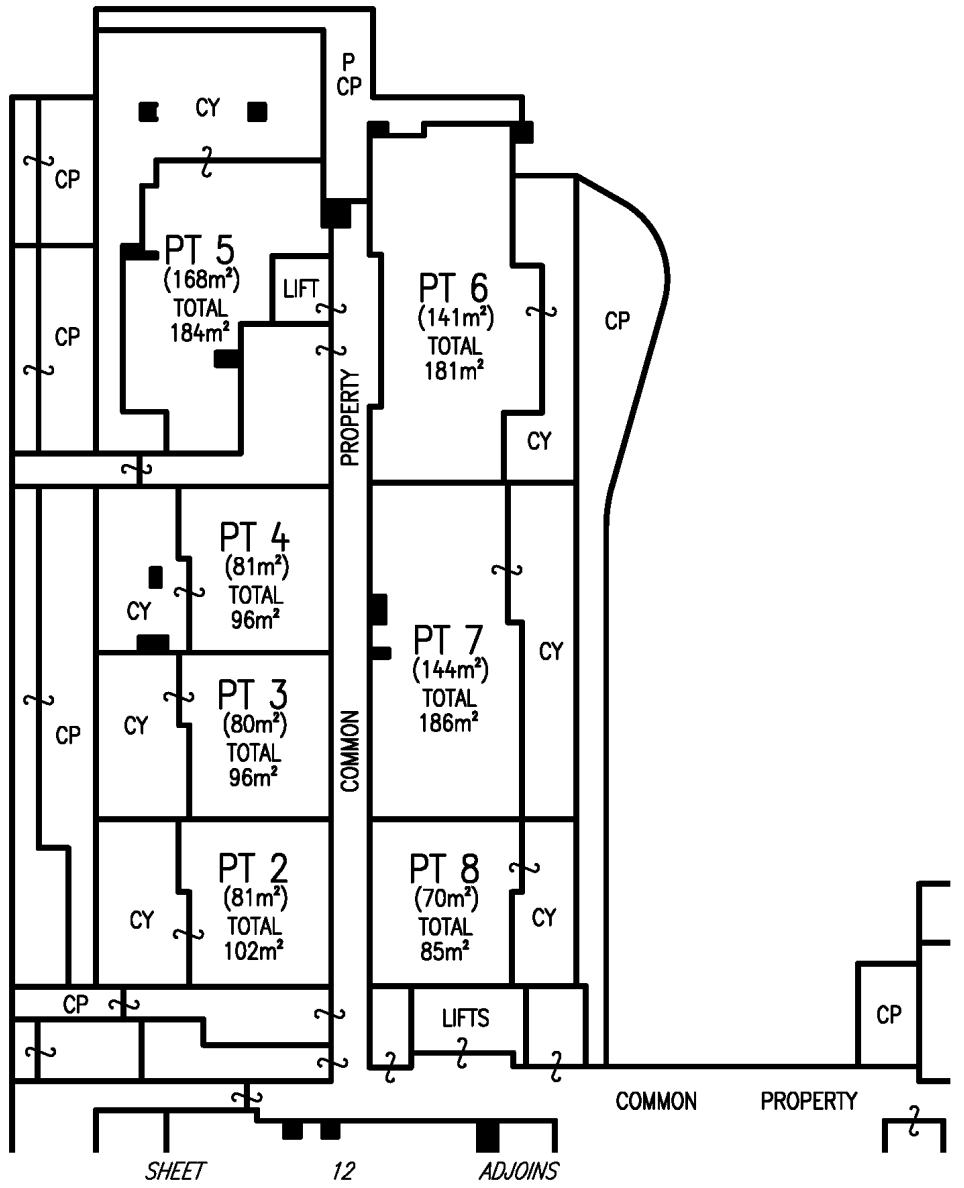
SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 05/11/2020	SP101327
Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR				

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-SHT12&SHT13 GRD.dwg

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GROUND LEVEL

- THE STRATUM OF THE COURTYARDS, WHERE NOT COVERED BY LEVEL 1, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE 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.

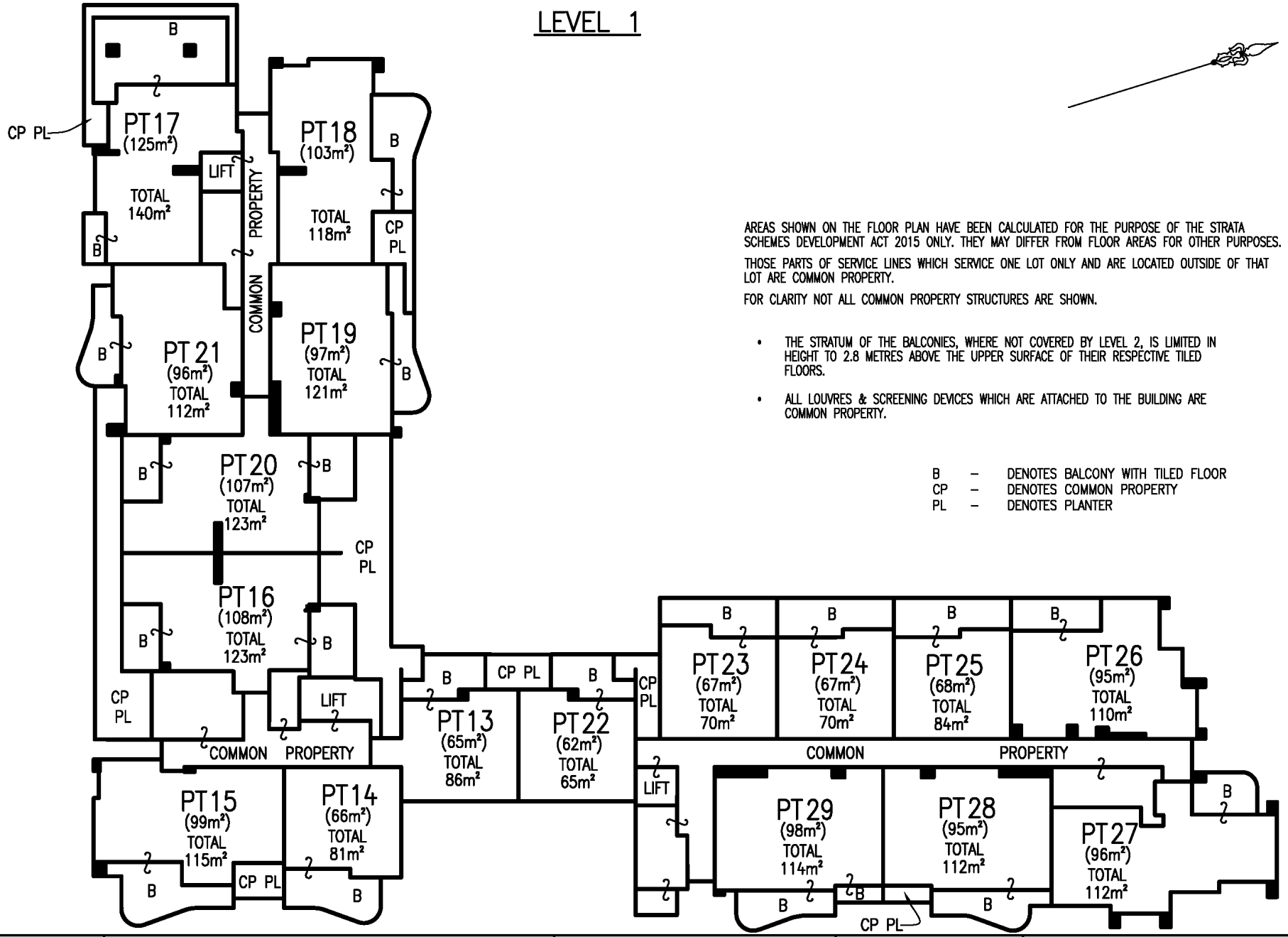
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP – DENOTES COMMON PROPERTY
CY – DENOTES COURTYARD WITH TILED FLOOR
P – DENOTES PLANTER

SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

Req:R085899 /Doc:SP 0101327 P /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:13 of 30
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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.

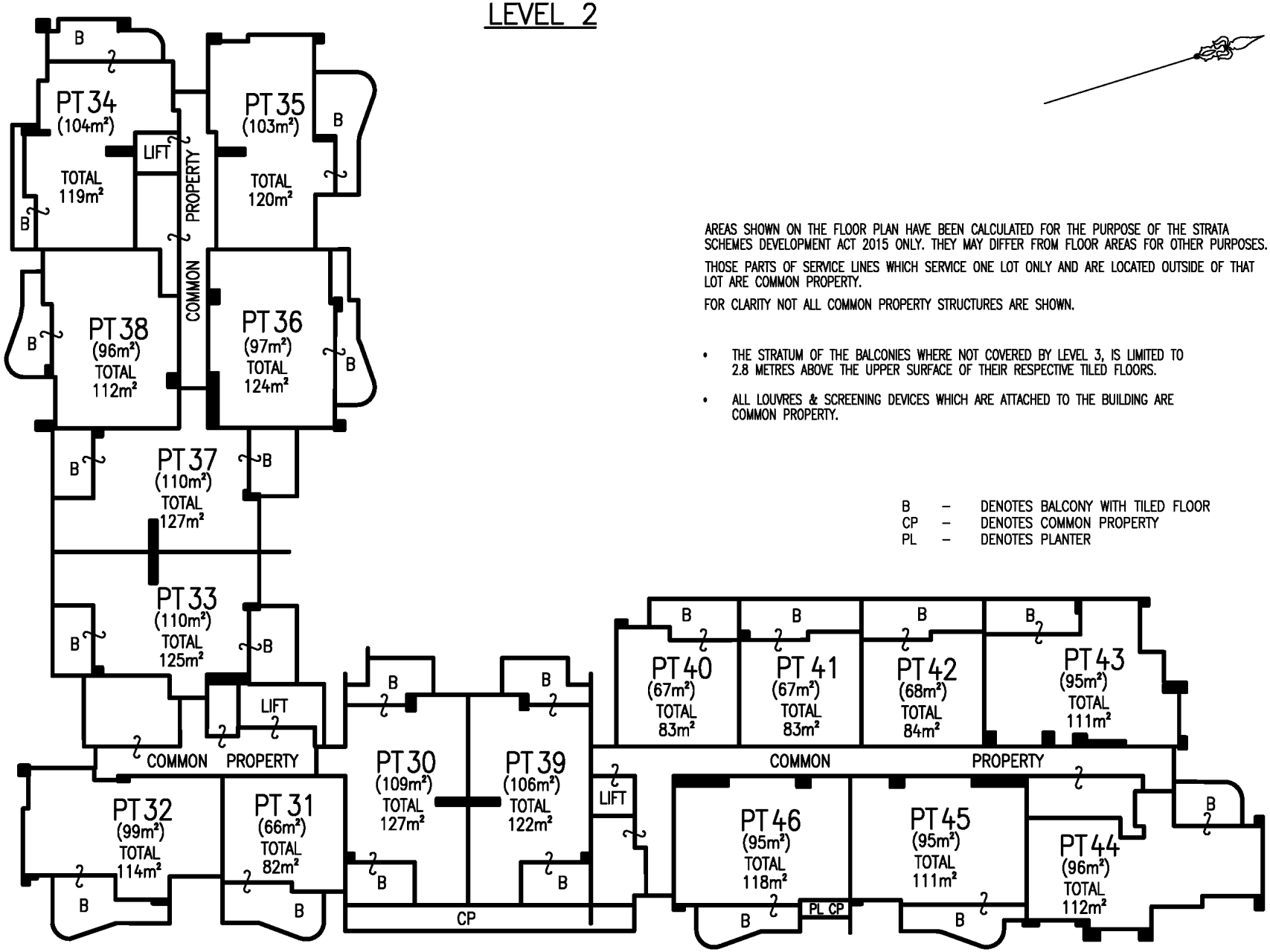
- THE STRATUM OF THE BALCONIES, WHERE NOT COVERED BY LEVEL 2, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

B – DENOTES BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

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LEVEL 2



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 WHERE NOT COVERED BY LEVEL 3, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

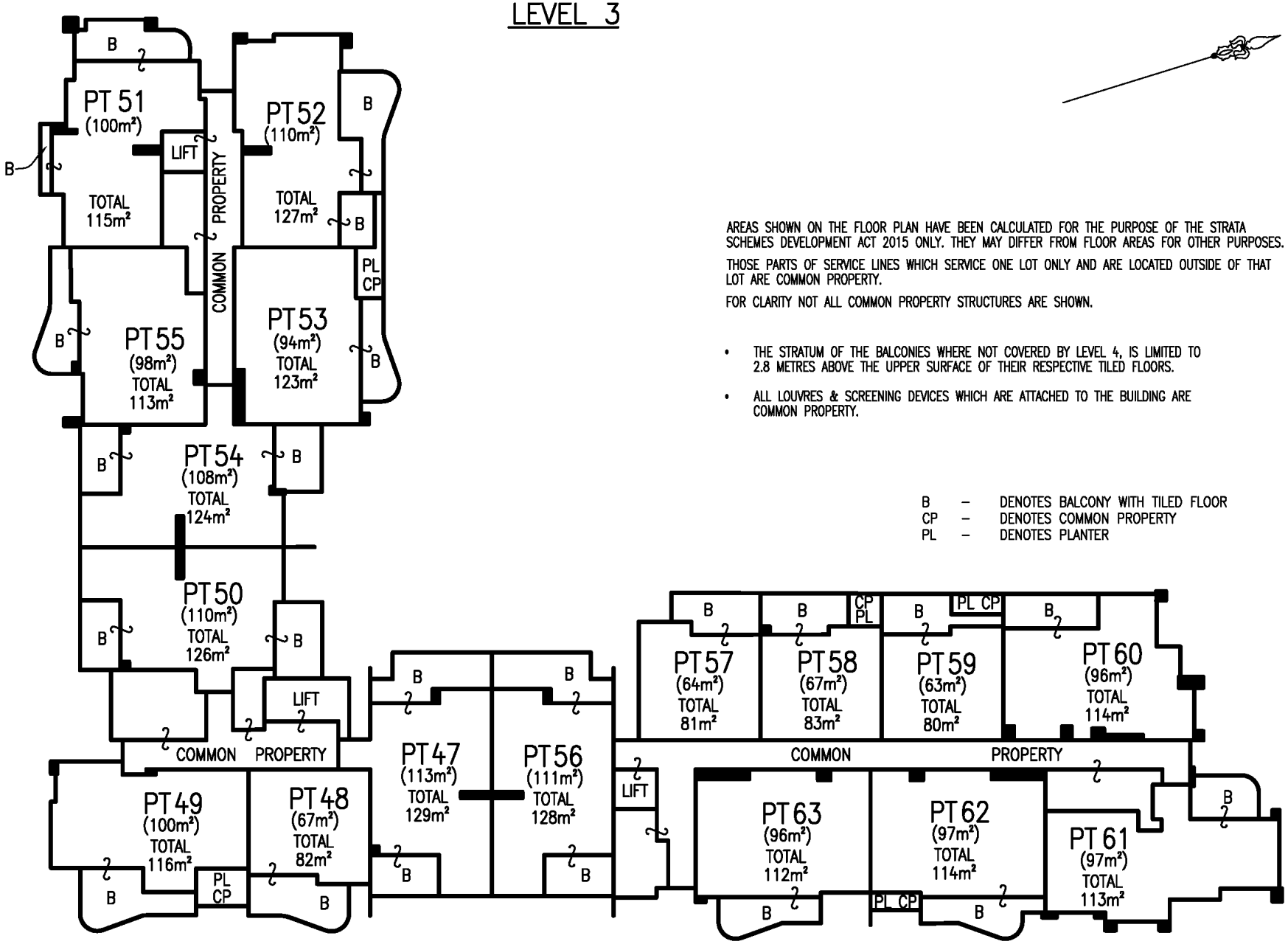
B – DENOTES BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP–AR–SHT15 L02.dwg

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LEVEL 3



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.

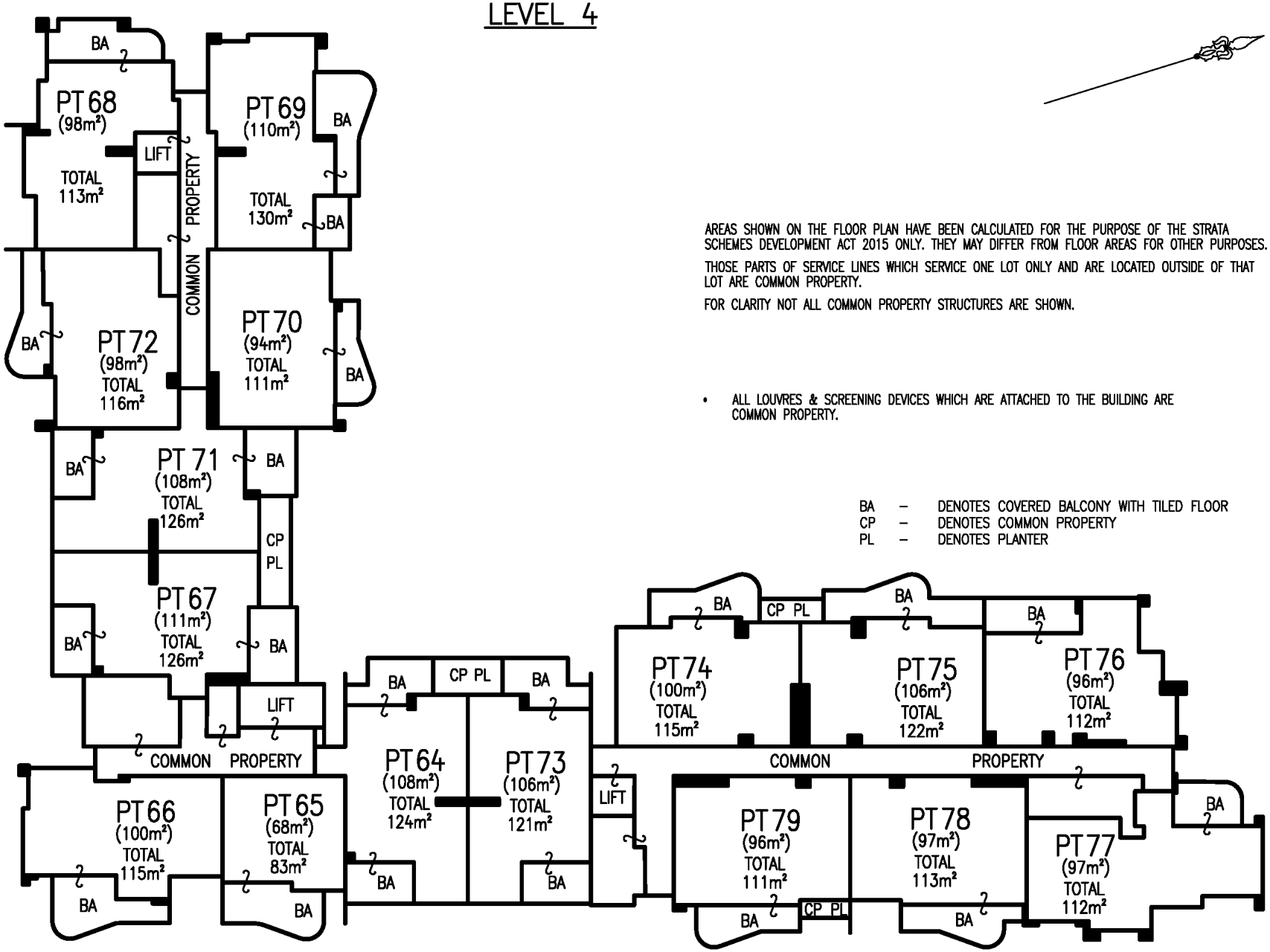
- THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY LEVEL 4, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

B – DENOTES BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

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LEVEL 4



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.

- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

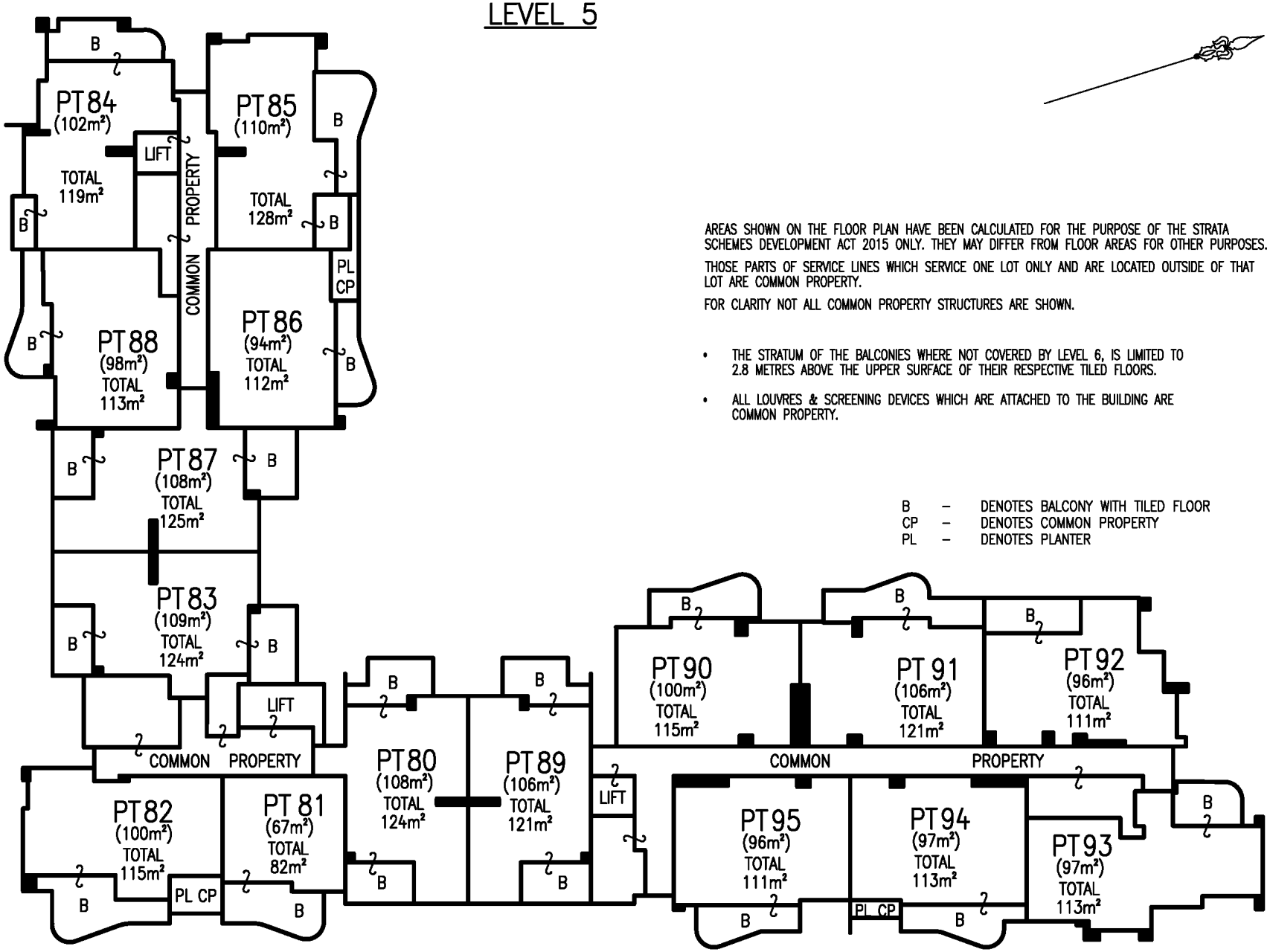
BA – DENOTES COVERED BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

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LEVEL 5



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 WHERE NOT COVERED BY LEVEL 6, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

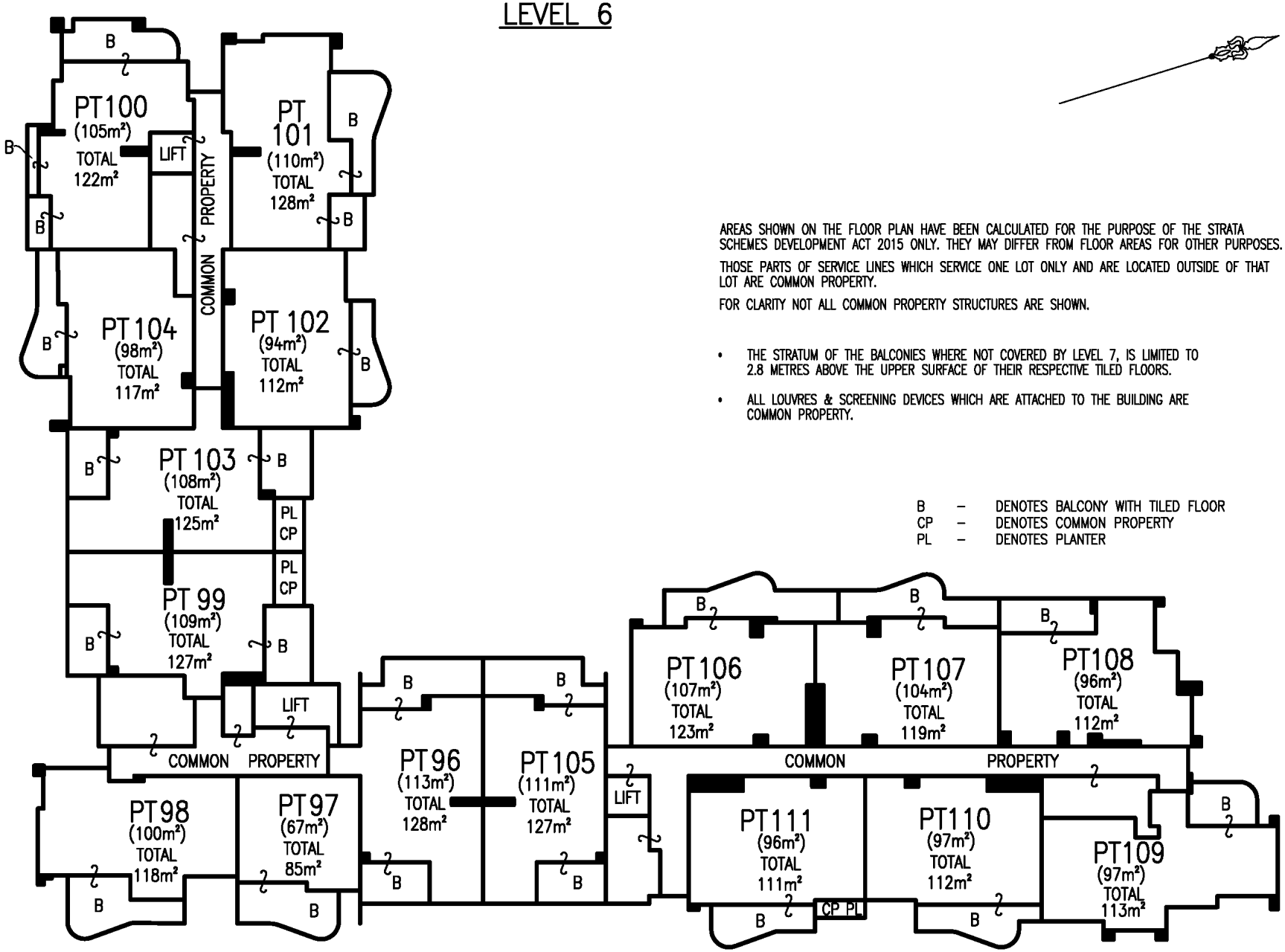
B – DENOTES BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

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LEVEL 6



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.

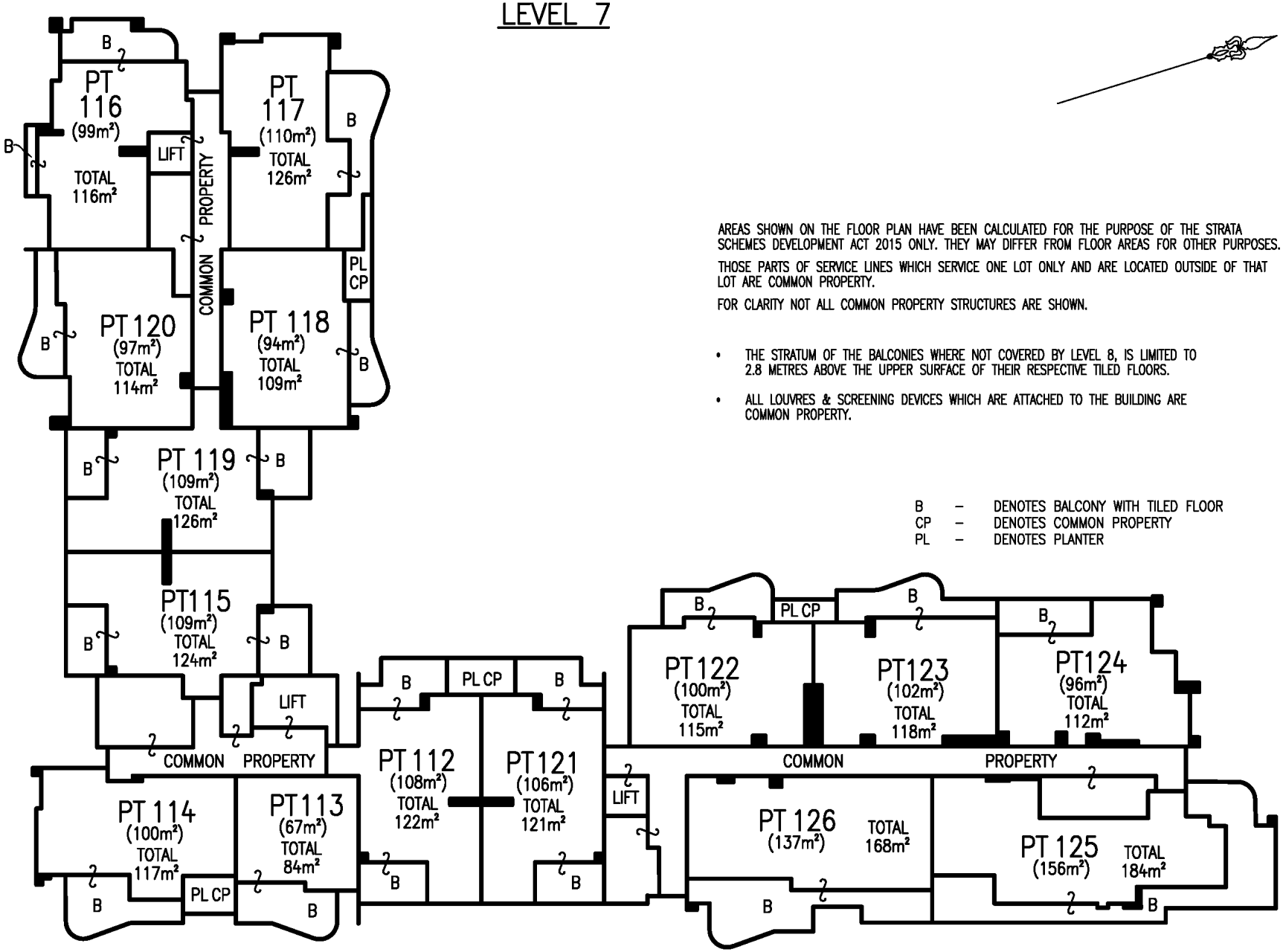
- THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY LEVEL 7, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

B – DENOTES BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

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LEVEL 7



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 WHERE NOT COVERED BY LEVEL 8, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

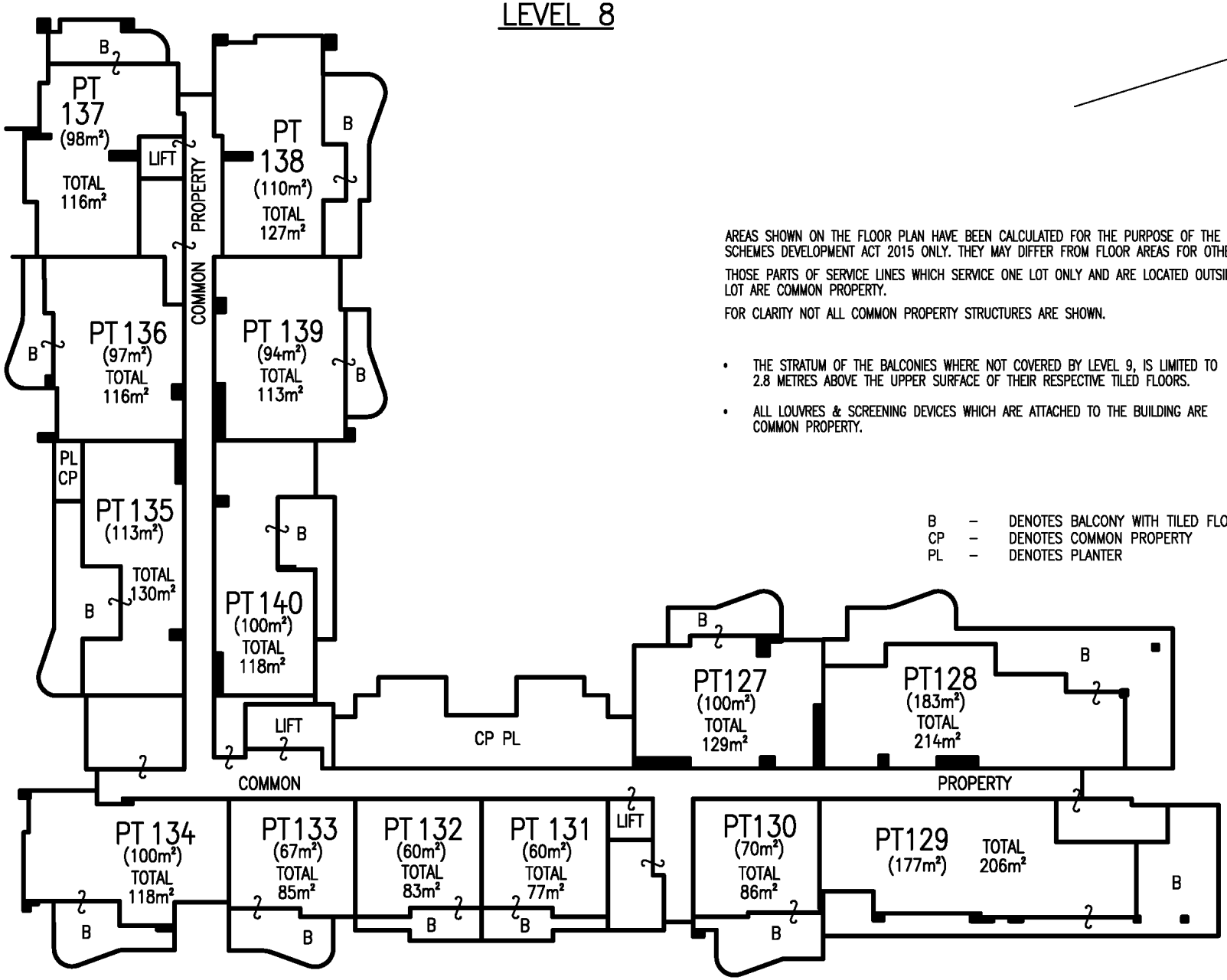
B – DENOTES BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP–AR–SHT20 L07.dwg

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LEVEL 8



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 WHERE NOT COVERED BY LEVEL 9, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

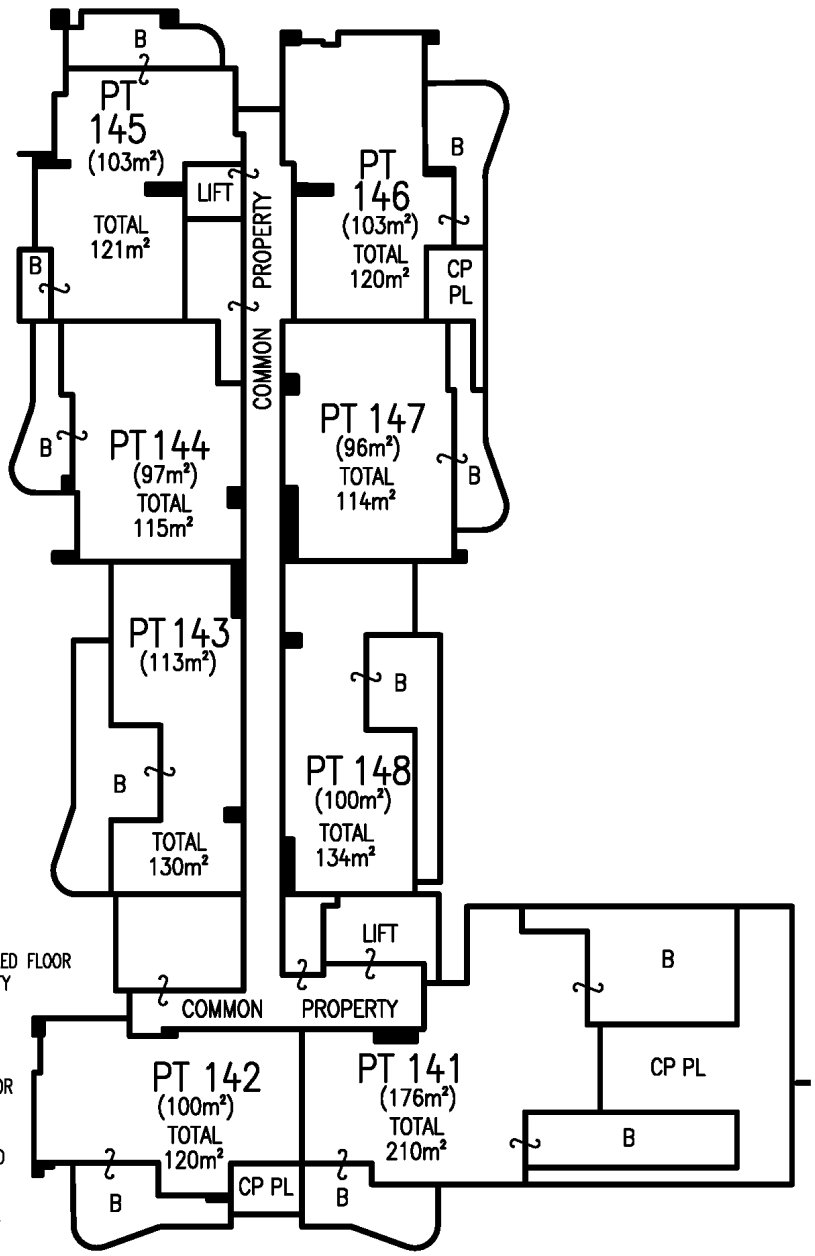
B – DENOTES BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

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LEVEL 9



- THE STRATUM OF THE LEVEL 9 BALCONIES, WHERE NOT COVERED BY LEVEL 10, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

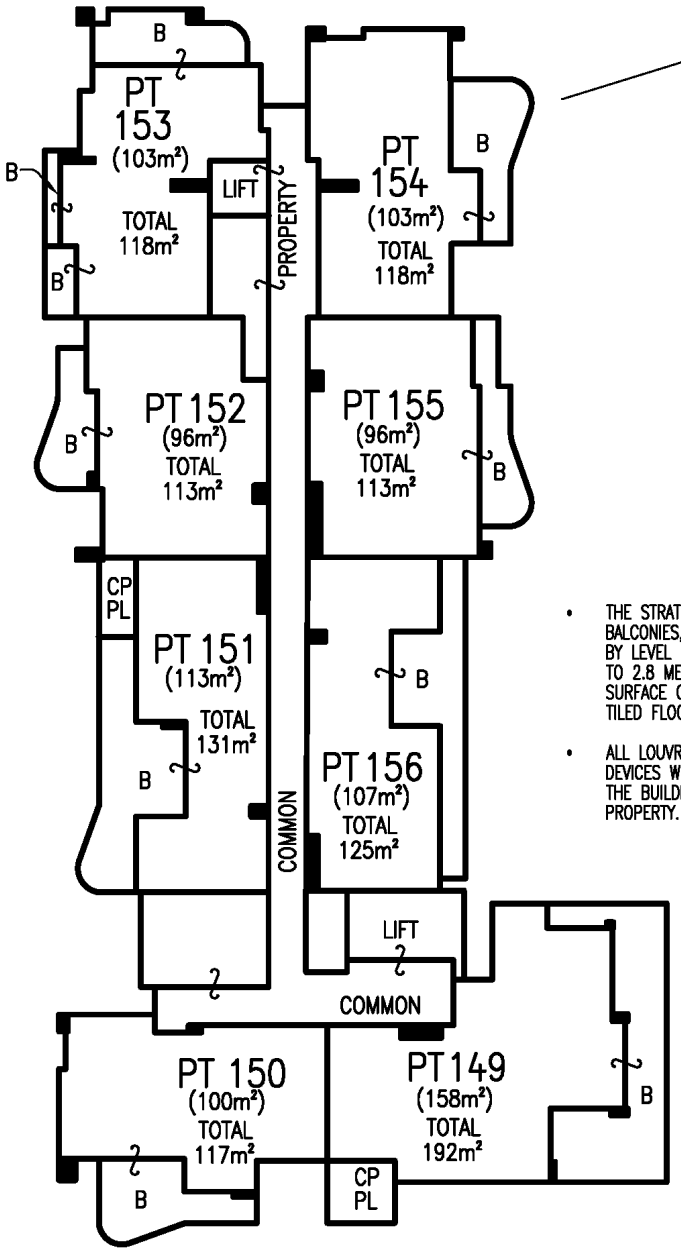
PL – DENOTES PLANTER
B – DENOTES BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY

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.

LEVEL 10



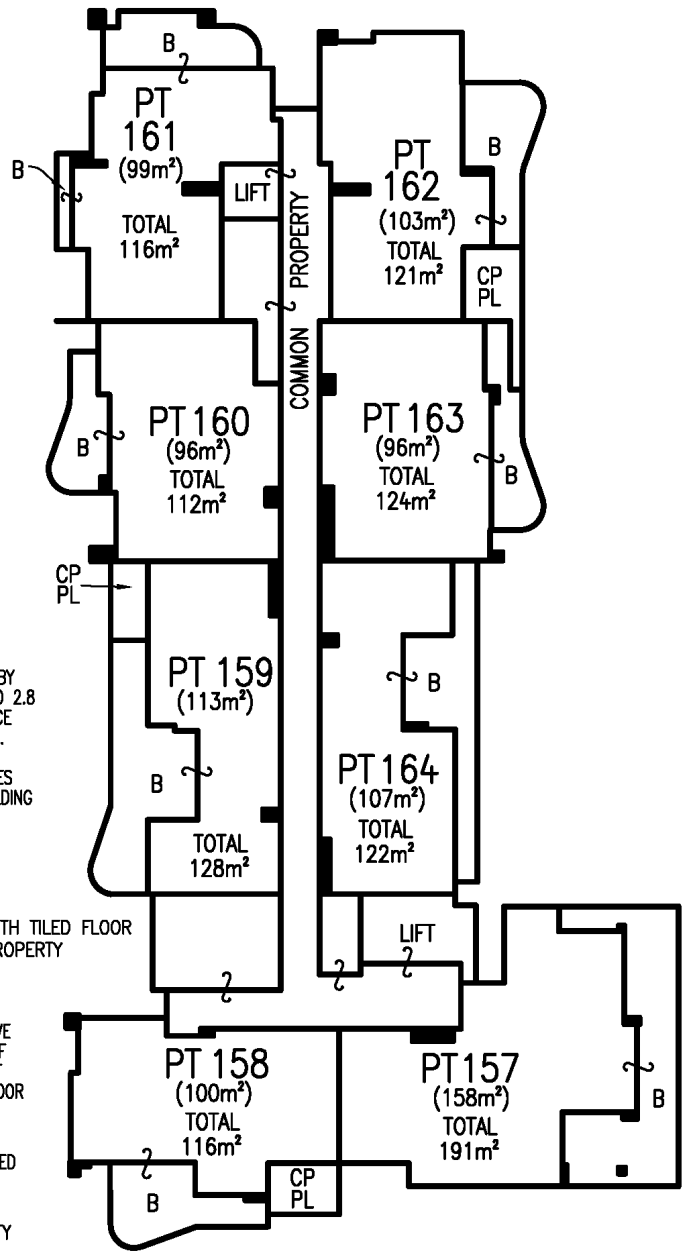
- THE STRATUM OF THE LEVEL 10 BALCONIES, WHERE NOT COVERED BY LEVEL 11, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP–AR–SHT22 L09–L10.dwg

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LEVEL 11



- THE STRATUM OF THE LEVEL 11 BALCONIES, WHERE NOT COVERED BY LEVEL 12, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

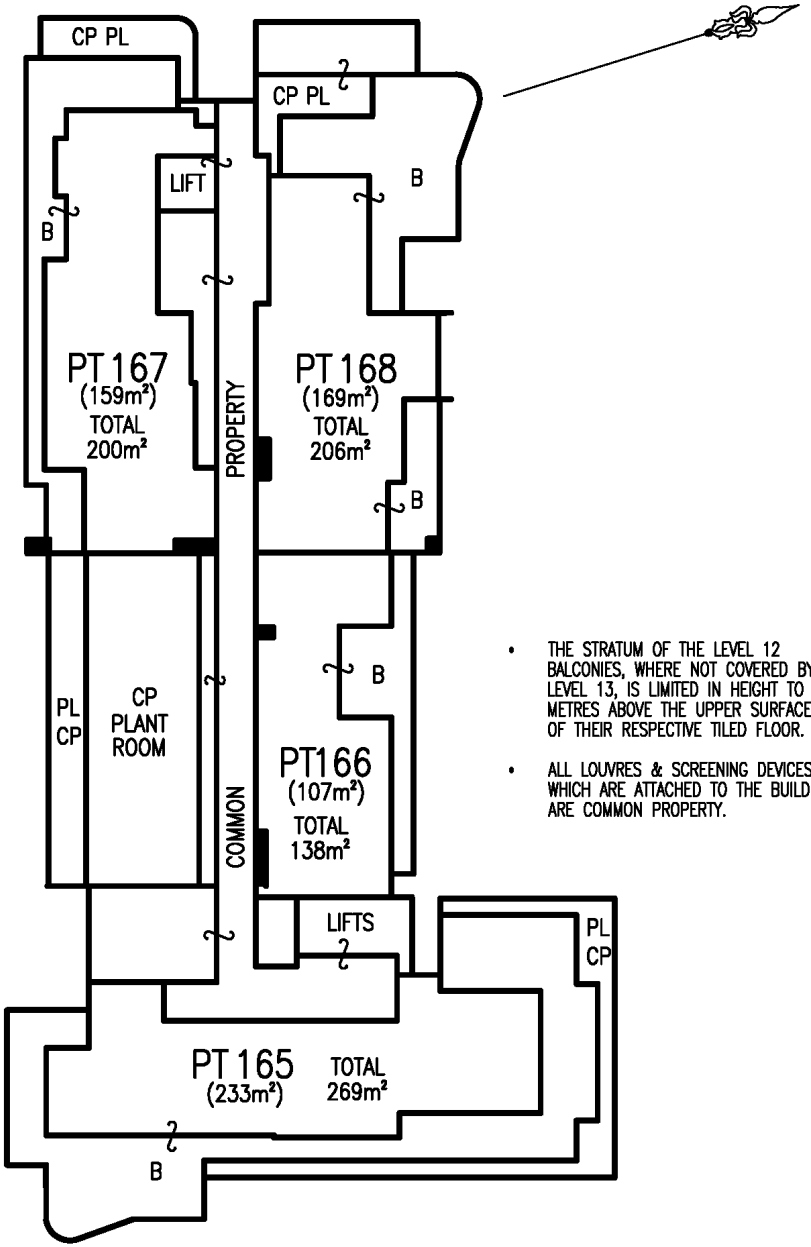
B – DENOTES BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

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.

LEVEL 12

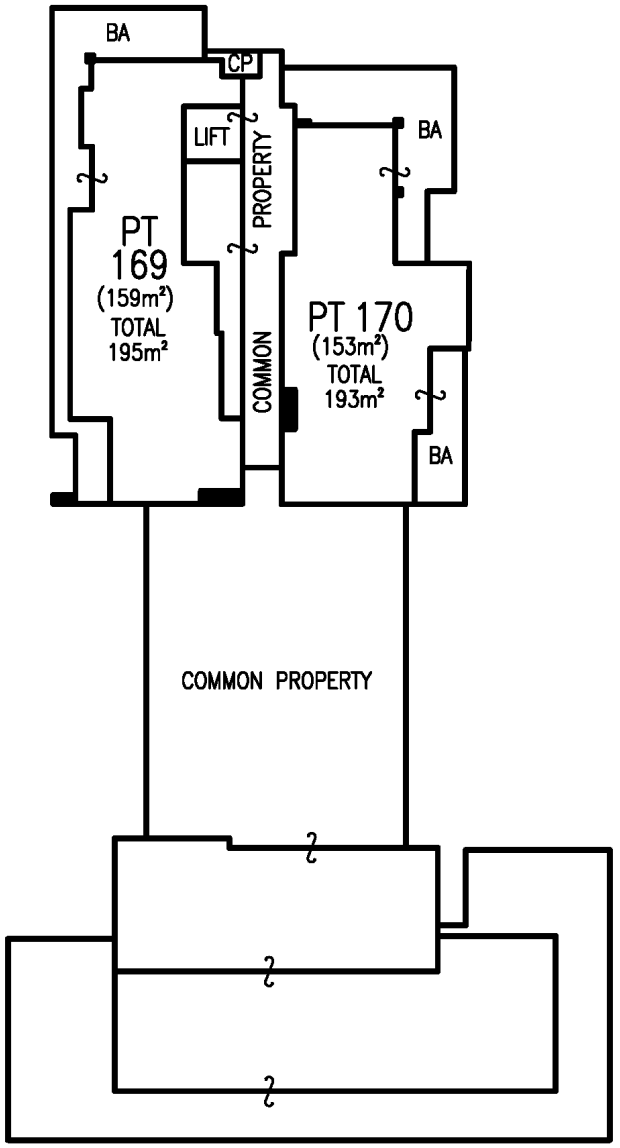


- THE STRATUM OF THE LEVEL 12 BALCONIES, WHERE NOT COVERED BY LEVEL 13, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

SURVEYOR Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP–AR–SHT23 L11–L12.dwg

LEVEL 13



- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

BA – DENOTES COVERED BALCONY WITH TILED FLOOR
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 Name: ADAM RICHARDSON Date: 22/04/2020 Reference: 160826 3A SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 05/11/2020	SP101327

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP–AR–SHT24 L13.dwg

Req:R085899 /Doc:SP 0101327 P /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:24 of 30
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Req:R085899 /Doc:SP 0101327 P /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:25 of 30
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ePlan

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)

Office Use Only	Office Use Only
Registered: 05/11/2020	SP101327
PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687	CITY OF LGA: PARRAMATTA Locality: LIDCOMBE Parish: CONCORD County: CUMBERLAND

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

Address for Service of Documents

3A
29-33 CARTER STREET
LIDCOMBE NSW 2141

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: 12.06.2020

Surveyor ID: 8747

Surveyor's Reference: 160826 3A SP-AR

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

Strata Certificate (Accredited Certifier)

I, PETER SHAHATIT being an ~~Accredited~~ REGISTERED Certifier, ~~accreditation~~ REGISTRATION number BDC 3012, 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 68 *Strata Schemes Development Act 2015*~~.

Certificate Reference: 200049/04

Relevant Planning Approval No. CDC 200049/01

Issued by: PETER SHAHATIT

Signature:

Date: 03/08/2020

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

Req:R085899 /Doc:SP 0101327 P /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:26 of 30
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SP FORM 3.07(2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 6 sheet(s)

Office Use Only

Registered: 05/11/2020

Office Use Only

SP101327

VALUER'S CERTIFICATE

I, * Anthony Dundovic of Jones Lang LaSalle Advisory Services Pty Ltd being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute

Class of membership: Associate Member

Membership number: 69119

certify that the unit entitlements shown in the schedule herewith were apportioned on 19/5/2020 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: A Dundovic Date 16/6/2020

* 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	69	19	57	37	57	55	56	73	60	91	60	109	59
2	41	20	56	38	54	56	59	74	59	92	60	110	59
3	41	21	55	39	58	57	41	75	59	93	58	111	59
4	41	22	36	40	40	58	41	76	59	94	58	112	62
5	66	23	36	41	40	59	41	77	58	95	58	113	42
6	78	24	36	42	40	60	58	78	58	96	61	114	58
7	75	25	40	43	58	61	57	79	58	97	41	115	61
8	41	26	57	44	56	62	57	80	60	98	58	116	60
9	75	27	55	45	56	63	57	81	41	99	60	117	62
10	78	28	55	46	56	64	60	82	57	100	59	118	62
11	75	29	55	47	59	65	41	83	60	101	61	119	61
12	71	30	58	48	40	66	56	84	58	102	61	120	60
13	40	31	40	49	55	67	59	85	60	103	60	121	62
14	39	32	54	50	58	68	57	86	60	104	59	122	62
15	54	33	57	51	56	69	60	87	60	105	61	123	62
16	56	34	56	52	59	70	59	88	58	106	61	124	62
17	60	35	58	53	58	71	59	89	60	107	61	125	73
18	57	36	58	54	58	72	57	90	60	108	61	126	71

Surveyors Reference: 160826 3A SP-AR

X:\16JOBS\160826 HILL AND CARTER\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-ADMIN-SHT02.DWG

Req:R085899 /Doc:SP 0101327 P /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:27 of 30
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 6 sheet(s)

Office Use Only

Registered: 05/11/2020

Office Use Only

SP101327

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
127	62	138	63	149	80	160	63
128	75	139	62	150	62	161	63
129	79	140	63	151	64	162	65
130	42	141	80	152	62	163	65
131	42	142	61	153	62	164	65
132	42	143	64	154	64	165	90
133	42	144	61	155	64	166	66
134	60	145	61	156	62	167	86
135	63	146	64	157	82	168	89
136	60	147	63	158	62	169	87
137	60	148	64	159	65	170	90
				AGGREGATE		10000	

Surveyors Reference: 160826 3A SP-AR

X:\16JOBS\160826 HILL AND CARTER\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-ADMIN-SHT03.DWG

Req:R085899 /Doc:SP 0101327 P /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:28 of 30
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 6 sheet(s)

Office Use Only	Office Use Only
Registered: 05/11/2020	SP101327

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*

STREET ADDRESSES ARE NOT KNOWN AT THIS STAGE

A STRATA MANAGEMENT STATEMENT OF 108 SHEETS ACCOMPANIES THIS PLAN

Surveyors Reference: 160826 3A SP-AR

X:\16JOBS\160826 HILL AND CARTER\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-ADMIN-SHT04.DWG

Req:R085899 /Doc:SP 0101327 P /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:29 of 30
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 6 sheet(s)

Office Use Only

Registered: 05/11/2020

Office Use Only

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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*

Signed on behalf of Australia YMCI Pty Limited
ACN 607 884 711 pursuant to section 127
Corporations Act 2001, by:

Secretary/Director ..... Director

Print name ..... Print name

Signed by as attorney for of Australia YMCI Pty Limited
ACN 607 884, under power of attorney registered ~~book no~~. BK 4775 No 856
in the presence of:

.... 潘政涛
Signature of Witness Signature of Attorney

Matt Loader ANDREW HALL ZHENGTAO TAN
Print Name of Witness Print Name of Attorney

Suite 3601, 201 Elizabeth St
Print Address of Witness Sydney NSW 2000

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

Surveyors Reference: 160826 3A SP-AR

X:\15JOBS\160826 HILL AND CARTER\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-ADMIN-SHT05.DWG

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

Office Use Only

Registered: 05/11/2020

Office Use Only

SP101327

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

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

Executed by Shiny Marble Opportunity III Limited
ARBN 638 209 748 by being signed by its attorney
HENRY GEORGE SELF under power of attorney
dated 25 September 2020
registered book 4779 no. 380
in the presence of:

.....
Witness

Corey Parisella
.....
Name of witness (print)

Level 9, 8-12 Chifley Square
Sydney NSW 2000
.....
Address of witness (print)

.....
HENRY GEORGE SELF

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

Surveyors Reference: 160826 3A SP-AR

PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURES, AND SEALS ONLY

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

Signature of witness

Print Name of witnes

Director-General

THE COMMON SEAL OF THE OLYMPIC CO-ORDINATION AUTHORITY NSW GOVERNMENT

Crown Lands Office Approval

PLAN APPROVED _____ Authorised Officer

Land District _____

Paper No. _____

Field Book _____ pages _____

Subdivision Certificate

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

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

_____

* Authorised Person/General Manager/Accredited Certifier

Consent Authority : _____

Date of endorsement : _____

Accreditation no : _____

Subdivision Certificate no : _____

File no : _____

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

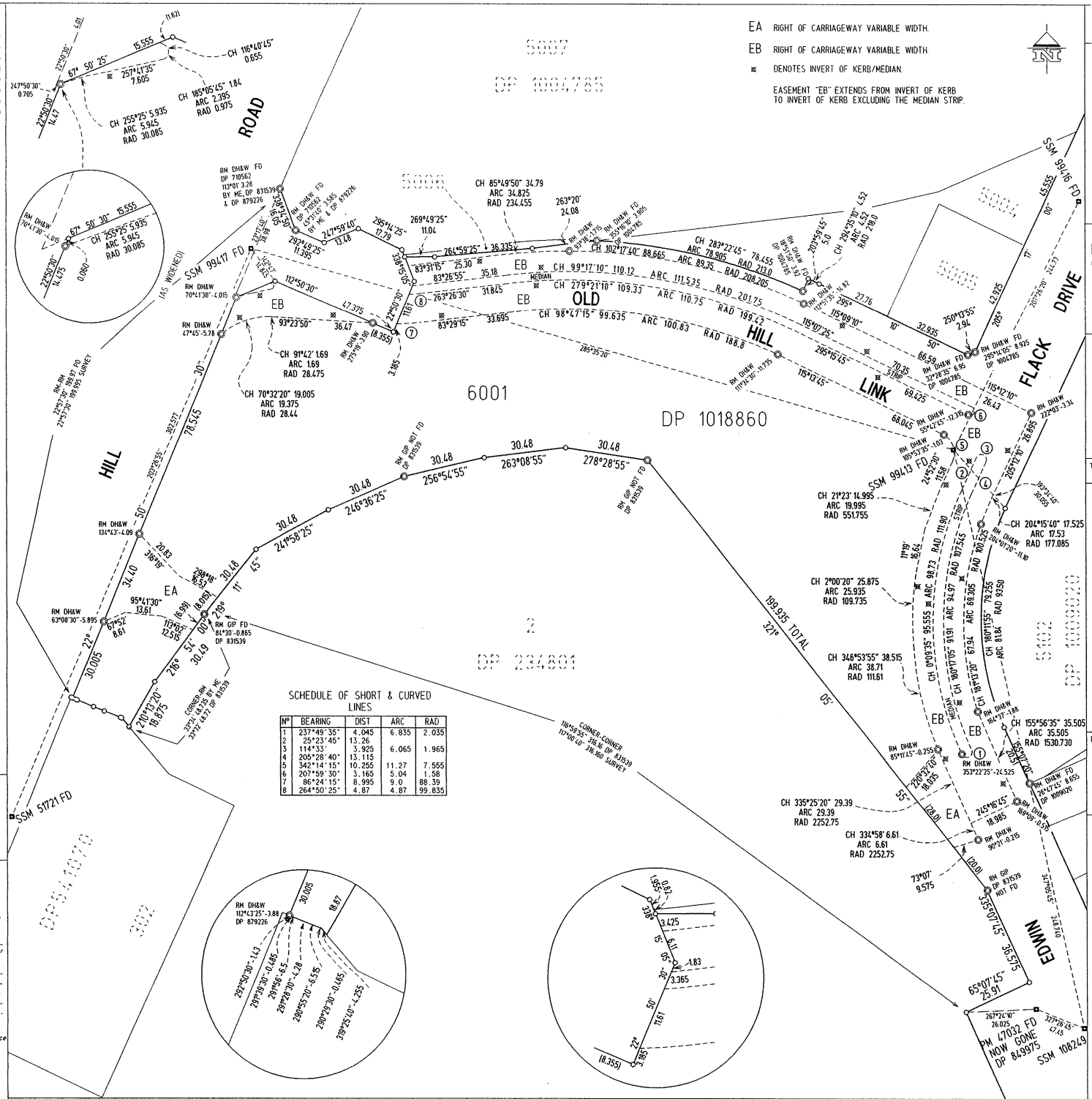
* Delete if inapplicable.

EA RIGHT OF CARRIAGEWAY VARIABLE WIDTH.

EB RIGHT OF CARRIAGEWAY VARIABLE WIDTH.

⊠ DENOTES INVERT OF KERB/MEDIAN.

EASEMENT "EB" EXTENDS FROM INVERT OF KERB TO INVERT OF KERB EXCLUDING THE MEDIAN STRIP.

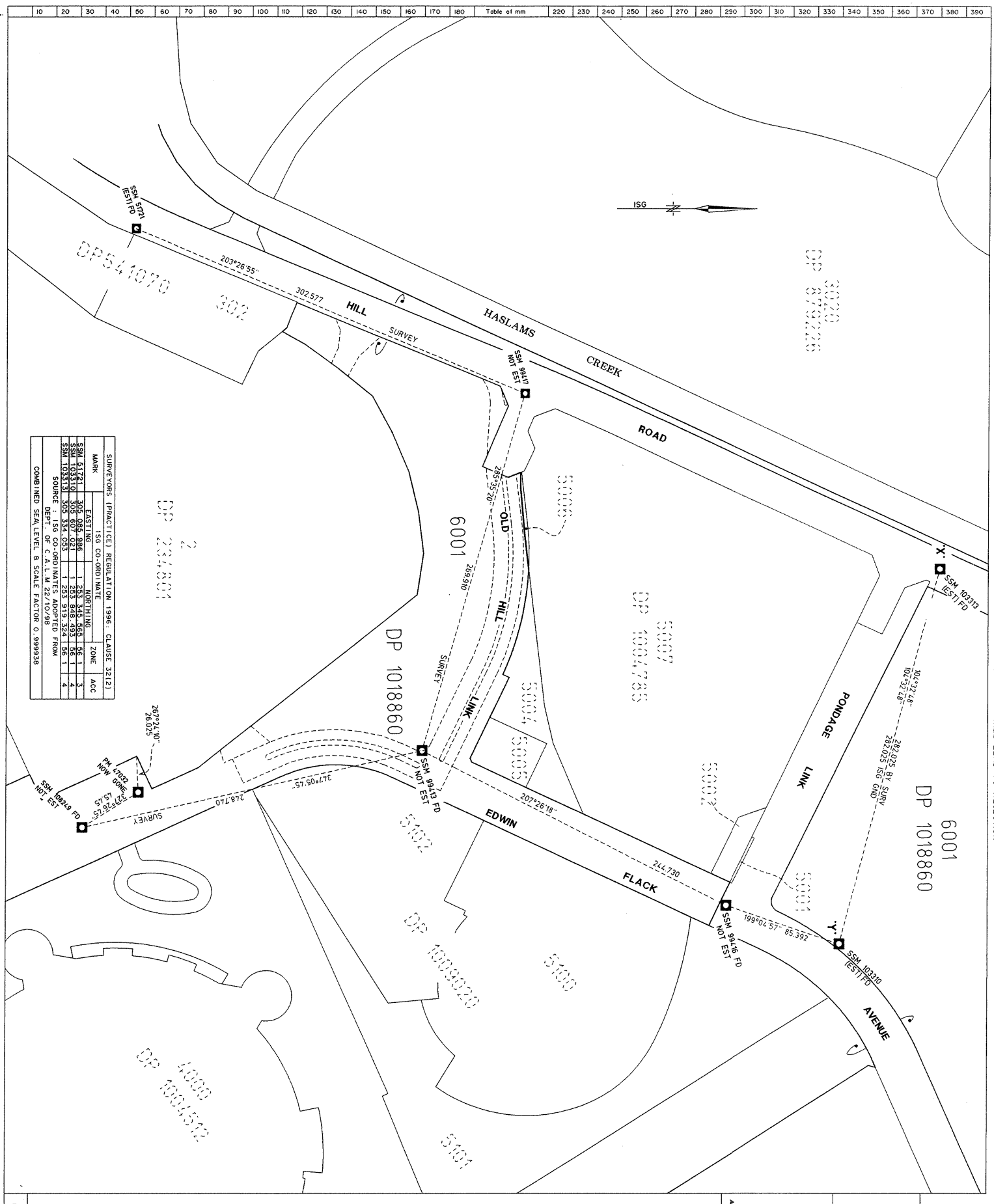

ROAD
HILL
OLD
FLACK
DRIVE
LINK
EDWIN
6001
DP 1018860
5007
DP 1004785
5006
5005
5004
5003
5002
DP 854703
2
DP 234801
SSM 99417 FD
SSM 99416 FD
SSM 51721 FD
SSM 99413 FD
SSM 108249
PM 47032 FD NOW GONE DP 849975
EB
EA
MEDIAN
SCHEDULE OF SHORT & CURVED LINES
CORNER-CORNER 117°00'40" 316.86 DP 831539 SURVEY
198.935 TOTAL 321°
CH 85°49'50" 34.79 ARC 34.825 RAD 234.455
CH 283°22'45" 78.455 ARC 78.905 RAD 212.0
CH 99°17'10" 110.12 ARC 111.535 RAD 201.75
CH 279°21'10" 109.33 ARC 110.75 RAD 199.42
CH 98°47'15" 99.635 ARC 100.83 RAD 188.8
CH 70°32'20" 19.005 ARC 19.375 RAD 28.44
CH 91°42'1.69 ARC 1.69 RAD 28.475
CH 21°23'14.995 ARC 19.995 RAD 551.755
CH 2°00'20" 25.875 ARC 25.935 RAD 109.735
CH 346°53'55" 38.515 ARC 38.71 RAD 111.61
CH 335°25'20" 29.39 ARC 29.39 RAD 2252.75
CH 334°58'6.61 ARC 6.61 RAD 2252.75
CH 204°15'40" 17.525 ARC 17.53 RAD 177.085
CH 155°56'35" 35.505 ARC 35.505 RAD 1530.730
CH 160°11'55" 79.295 ARC 81.84 RAD 9350
CH 0°09'35" 95.555 ARC 98.73 RAD 111.80
CH 180°17'05" 91.91 ARC 94.97 RAD 107.545
CH 180°13'20" 67.194 ARC 69.305 RAD 100.525
CH 255°25'5.935 ARC 5.945 RAD 30.085
CH 116°40'45" 0.655
CH 185°05'25" 1.84 ARC 2.395 RAD 0.975
CH 102°17'40" 88.665 ARC 89.35 RAD 208.205
CH 294°35'10" 4.52 ARC 4.52 RAD 288.0
CH 202°59'45" 5.0
CH 115°09'10" 10.
CH 115°07'25" 2.94
CH 250°17'55" 2.94
CH 295°41'05" 8.925 DP 1001785
CH 327°28'35" 6.95 DP 1001785
CH 115°12'10" 26.43
CH 115°13'45" 68.045
CH 285°15'45" 70.325
CH 285°35'20" 69.425
CH 115°09'10" 32.935
CH 115°07'25" 66.59
CH 295°27'10" 27.76
CH 295° 42.025
CH 205° 42.025
CH 206°12'40" 26.695
CH 207°24'40" 30.005
CH 180°17'05" 67.194
CH 180°13'20" 67.194
CH 165°37'10" 1.85
CH 165°37'10" 8.655 DP 1009020
CH 85°11'55" 0.255
CH 353°22'25" 24.525
CH 90°21'0.215
CH 168°09'0.551
CH 73°07' 9.575
CH 65°07'45" 25.91
CH 267°22'10" 26.025
CH 327°28'45" 42.5
CH 335°07'15" 36.575
CH 345°05'15" 24.710
CH 0°09'35" 95.555
CH 180°17'05" 91.91
CH 180°13'20" 67.194
CH 180°13'20" 67.194
CH 255°25'5.935 ARC 5.945 RAD 30.085
CH 185°05'25" 1.84 ARC 2.395 RAD 0.975
CH 255°25'5.935 ARC 5.945 RAD 30.085
CH 70°32'20" 19.005 ARC 19.375 RAD 28.44
CH 91°42'1.69 ARC 1.69 RAD 28.475
CH 21°23'14.995 ARC 19.995 RAD 551.755
CH 2°00'20" 25.875 ARC 25.935 RAD 109.735
CH 346°53'55" 38.515 ARC 38.71 RAD 111.61
CH 335°25'20" 29.39 ARC 29.39 RAD 2252.75
CH 334°58'6.61 ARC 6.61 RAD 2252.75
CH 204°15'40" 17.525 ARC 17.53 RAD 177.085
CH 155°56'35" 35.505 ARC 35.505 RAD 1530.730
CH 160°11'55" 79.295 ARC 81.84 RAD 9350
CH 0°09'35" 95.555 ARC 98.73 RAD 111.80
CH 180°17'05" 91.91 ARC 94.97 RAD 107.545
CH 180°13'20" 67.194 ARC 69.305 RAD 100.525
CH 255°25'5.935 ARC 5.945 RAD 30.085
CH 116°40'45" 0.655
CH 185°05'25" 1.84 ARC 2.395 RAD 0.975
CH 102°17'40" 88.665 ARC 89.35 RAD 208.205
CH 283°22'45" 78.455 ARC 78.905 RAD 212.0
CH 99°17'10" 110.12 ARC 111.535 RAD 201.75
CH 279°21'10" 109.33 ARC 110.75 RAD 199.42
CH 98°47'15" 99.635 ARC 100.83 RAD 188.8

Req:R085897 /Doc:DP 1030892 P /Rev:02-Jul-2001 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:2 of 2
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PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SURVEYORS (PRACTICE) REGULATION 1996. CLAUSE 32(2)				
MARK	ISG CO-ORDINATE		ZONE	ACC
	EASTING	NORTHING		
SSM 517721	305 085 986	1 253 345 565	56	3
SSM 103310	305 607 021	1 253 848 493	56	4
SSM 103313	305 334 053	1 253 919 324	56	4
SOURCE : ISG CO-ORDINATES ADOPTED FROM DEPT. OF C.A.L.M 22/10/98				
COMBINED SEA LEVEL & SCALE FACTOR 0.999938				

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: s220209 rev A (20209)

DP1030892

Registered: 22.06.2001

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

P. Hartsleer

Surveyor registered under Surveyors Act 1929

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

Authorised Person/General Manager/Accredited Certifier

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

Reduction Ratio 1: 2000

PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURES, AND SEALS ONLY

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

Signature of witness

SOPA by its Delegate

Bryan Hardiman
Print Name of Witness

SYDNEY OLYMPIC PARK AUTHORITY THE Common Seal OF NSW GOVERNMENT

Authorised Person, Auburn Council, in the presence of:

Signature of witness

Authorised Person
Auburn Council

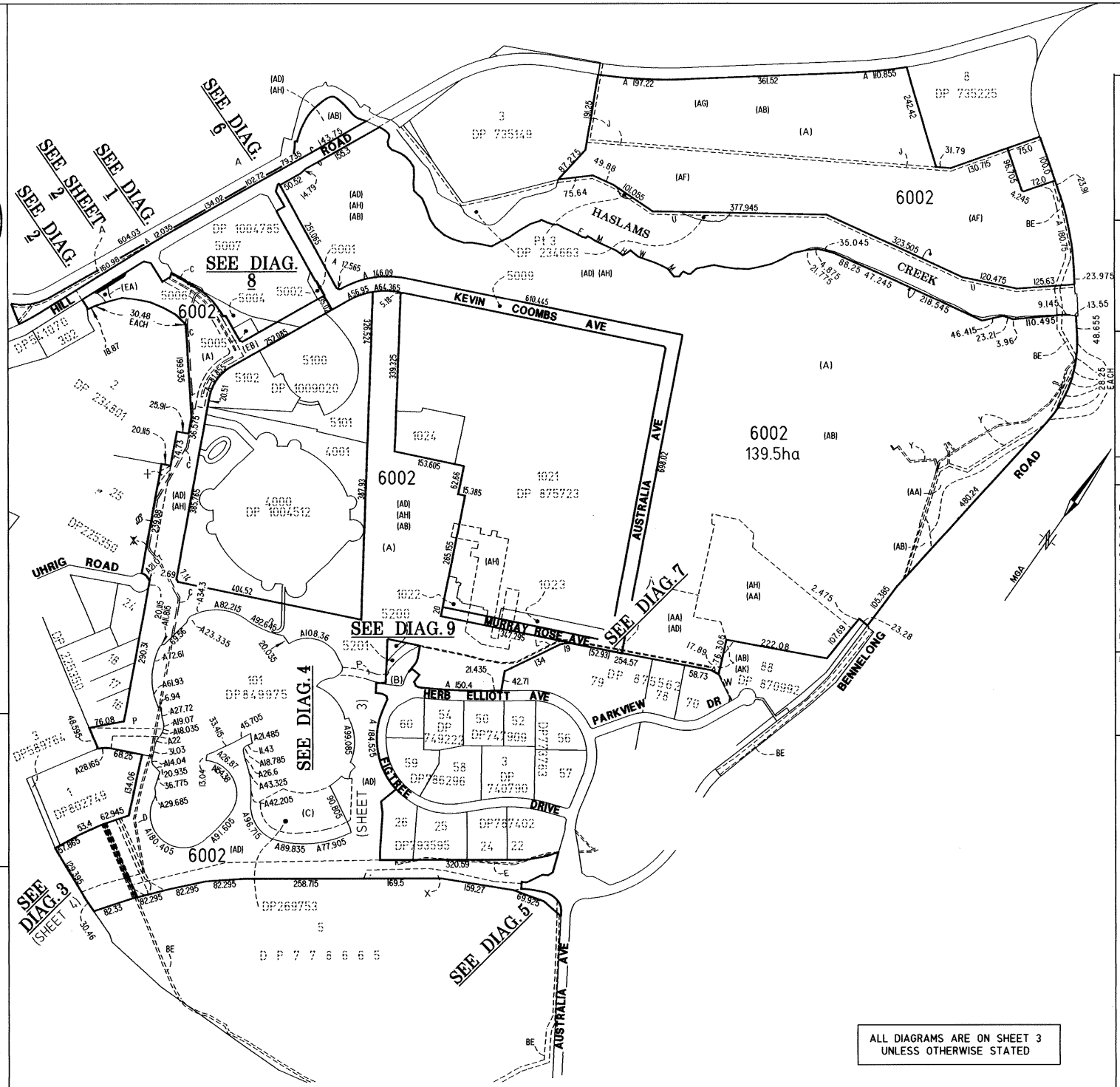
Karen Barker
Print Name of Witness

Department of Land and Water Conservation Approval

.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown hereon have been given.
Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109j of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed
SUBDIVISION .....set out herein
* (insert 'subdivision' or 'new road')
.....
* Authorised Person/~~General Manager/Accredited Certifier~~
Consent Authority : SYDNEY OLYMPIC PARK AUTHORITY
Date of endorsement : 10 DECEMBER 2003
Accreditation no : N/A
Subdivision Certificate no : SUB 8/03
File no : F03/1822
Note:
When the plan is to be lodged electronically in the Land and Property Information, it should include a signature in an electronic or digital format approved by the Registrar-General.
* Delete whichever is inapplicable.



DP1063407

Registered: 27.01.2004
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: U0045-22.82.84 91.93
Last Plan: DP 1018860

PLAN FOR SUBDIVISION OF LOT 6001 D.P. 1018860

Lengths are in metres. Reduction Ratio 1:6000

L.G.A.: AUBURN
Locality: HOMEBUSH BAY
Parish: CONCORD
County: CUMBERLAND

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

Surveying Regulation 2001

I, PIERRE HARTZENBERG
of HARD & FORESTER PTY LTD 52 FREDERICK ST ROCKDALE NSW 2216
a surveyor registered under the Surveying Act 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on 2 October 2003
The survey relates to... ROAD WIDENING
(here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)
(Signature) P Hartzenberg Dated 2/10/03
Surveyor registered under the Surveying Act 2002
Datum Line: 'X' - 'Y'
Type: Urban/~~Rural~~

Plans used in preparation of survey/~~compilation~~
DP 1030892
DP 1018860

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

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

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

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

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

SURVEYOR'S REFERENCE: 1102950003 rev (A)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R085894 /Doc:DP 1063407 P /Rev:28-Jan-2004 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:1 of 4
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PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1063407

Registered: 27.01.2004

This is sheet 2 of my plan in 4 sheets dated 21/1/04

P. Hartenbaus

Surveyor registered under Surveying Act 2002

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

Authorised Person/~~General Manager~~/~~Accredited Certifier~~.

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

Reduction Ratio 1: 400

[EA] RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 1030892.
[EB] RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 1030892.

C EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 3.66 WIDE VIDE DP

SURVEYORS (PRACTICE) REGULATIONS 2001 : CLAUSE 32(2)

MARK	M.G.A. CO-ORDINATES EASTING	M.G.A. CO-ORDINATES NORTHING	ZONE	CLASS	ORDER
SSM 51721	320 152.021	6 253 109.033	56	C	3
SSM 99413	320 528.374	6 253 321.428	56	B	2
SSM 99417	320 267.038	6 253 388.893	56	B	2

COMBINED SEA LEVEL SCALE FACTOR = 0.999997

SOURCE: M.G.A. CO-ORDINATES AND SCALE FACTOR ADOPTED FROM LPI ON THE 30 September 2003

SSM 99417 FD [EST]
"X"
"Y"
SSM 99413 FD [EST]
SSM 51721 FD [EST]
104°28'30" 269.91 BY SURVEY
104°28'30" 269.905 MGA GROUND
200°07'40" 67.145
202°20'03" 302.564 BY SURVEY
202°20'30" 302.574 MGA GROUND
23°36' 156.75
ROAD
HILL
(AS WIDENED)
ROAD WIDENING
260.6m²
6002
(EB)
(EA)
RM DH&W FD
69°34'30"-4.015
DP 1030892
14.475
RM DH&W FD
46°38'-5.78
DP 1030892
34.175
RM DH&W
151°27'30"-4.345
NAIL IN FOOTPATH
CH. 357°23'20" 8.49
A. 8.71 R. 11.4
PEG
30°
38.15
78.77
43'
315°
17.015
12'
297°11'
16.53
29.385
30.48
45"
04'
(8.015)
218°
RM GONE
(6.99)
47'
12.515
111°55'
13.61
94°34'30"
PEG
21°
(4.945)
RM DH&W
108°01'-19
NAIL
66°45'
8.61
30.005
RM DH&W FD
111°48'-3.895 BY ME
111°36'25"-3.88 DP879226
NAIL FD
111°43'30"-0.5
30.48
215°
RM DH&W FD
DP 710562
111°54'-3.28
BY ME, DP 831539
& DP 879226
38.98
22°10'40"
246°43'30"
0.705
21°43'30"
4.01
RM DH&W FD
69°34'30"-4.015
DP 1030892
201°43'30"
0.06
201°
43'
30"
14.47
MGA

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 1102950003 rev (A)

Req:R085894 /Doc:DP 1063407 P /Rev:28-Jan-2004 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:2 of 4
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PLAN FORM 3 To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1063407

Registered: 27.01.2004

This is sheet 3 of my plan in 4 sheets dated 21/01/03

P. Hartcher

Surveyor registered under Surveying Act 2002

This is sheet 3 of the plan of 4 sheets covered by subdivision certificate No. 508 2/04 of

Authorised Person/~~General Manager~~/~~Accredited Certifier~~

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

DIAGRAM 1

(NOT TO SCALE)

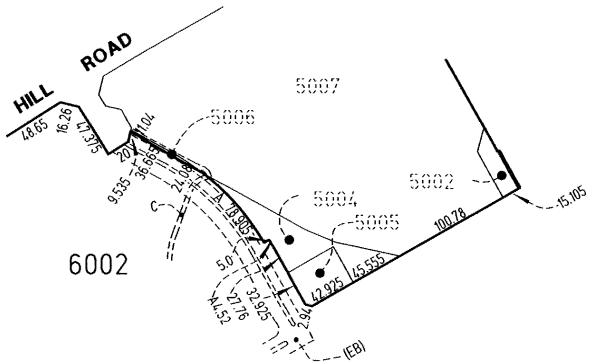


DIAGRAM 2

(NOT TO SCALE)

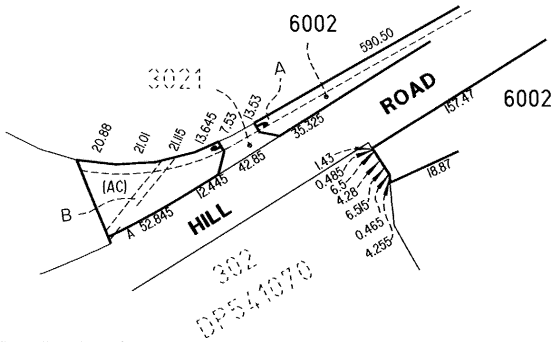


DIAGRAM 3

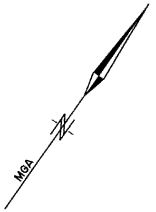


DIAGRAM 6

(NOT TO SCALE)

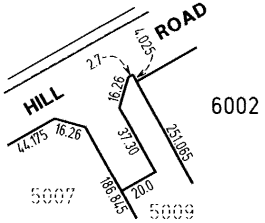


DIAGRAM 7

(NOT TO SCALE)

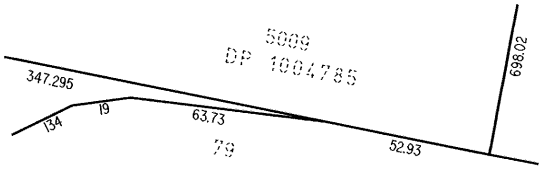


DIAGRAM 8

(NOT TO SCALE)

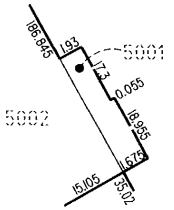


DIAGRAM 5

(NOT TO SCALE)

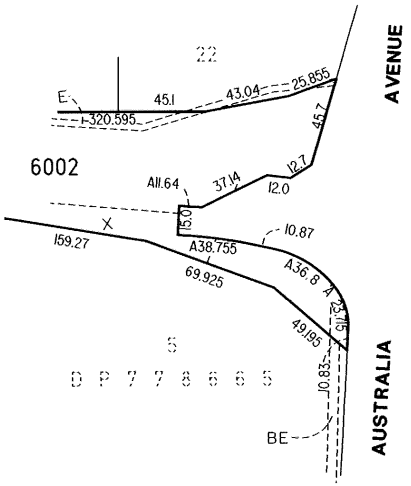
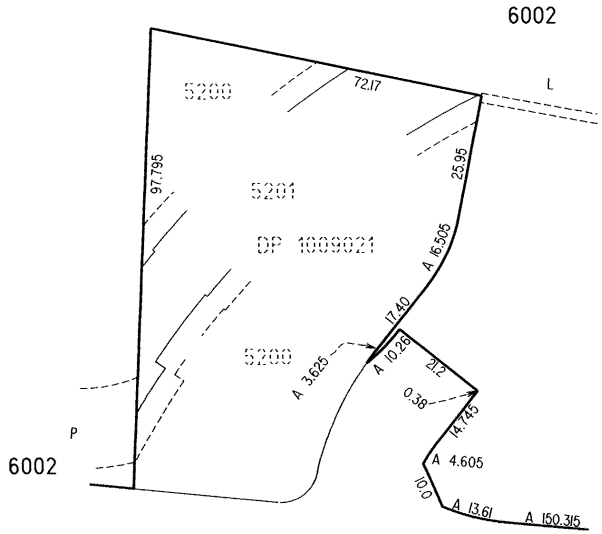


DIAGRAM 9

(NOT TO SCALE)



Reduction Ratio 1: SEE DIAGRAMS

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 102950003 rev (A)

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

A EASEMENT FOR ACCESS VARIABLE WIDTH VIDE DP 219096 DEALING No J795907.
B DRAINAGE EASEMENT 4.57 WIDE VIDE DP 219096 DEALING No J795907.
C EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 3.66 WIDE VIDE DP 1062946
D EASEMENT FOR UNDERGROUND CABLES 3.66 WIDE VIDE DP 451576 DEALING Q778767.
E EASEMENT TO DRAIN WATER 7 & 3 WIDE VIDE DP 774130.
J EASEMENT FOR WATERMAIN 6.095 WIDE VIDE K654296 (VIDE DP 229640).
L EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE & 6 WIDE VIDE DP 831539.
P EASEMENT FOR SERVICES 17 WIDE & VARIABLE VIDE DP 831539.
R PROPOSED EASEMENT TO DRAIN WATER 10 WIDE VIDE DP 831539.
U RIGHT OF CARRIAGEWAY 6.1 WIDE VIDE DP 229640.
W EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE VIDE DP 818981.
X RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 831539.
Y RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 109219 DEALING No J886626 & K554665.

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

BA EASEMENT FOR WATERMAIN 3.05 WIDE (VIDE L837910, DP 223100).
BB EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 3.66 WIDE (L75620, DP 235844).
BD EASEMENT FOR TRANSMISSION LINES 30.48 WIDE & VARIABLE WIDTH (VIDE R347715, V630902 DP 569529).
BE EASEMENT FOR UNDERGROUND TRANSMISSION LINE4.5, 5, 7, 7.5, 9, 11, 12 WIDE & VARIABLE WIDTH PROPOSED.

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

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

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

SEE DIAG. 9
SHEET 3

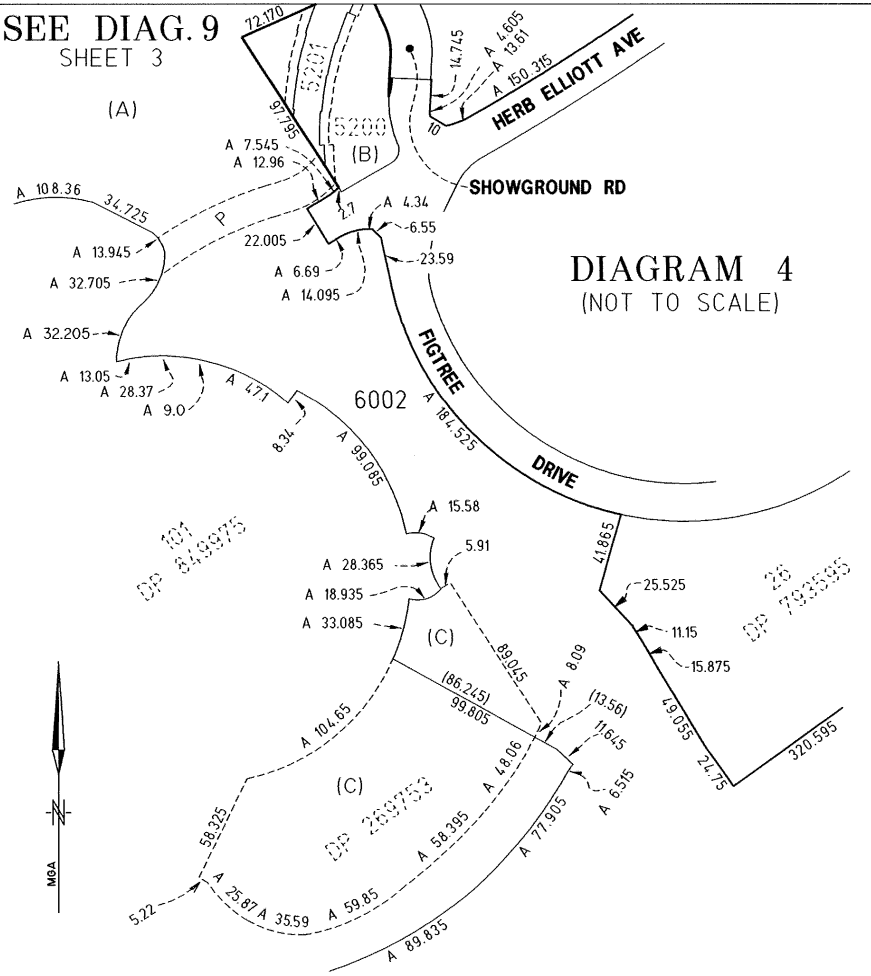


DIAGRAM 4
(NOT TO SCALE)

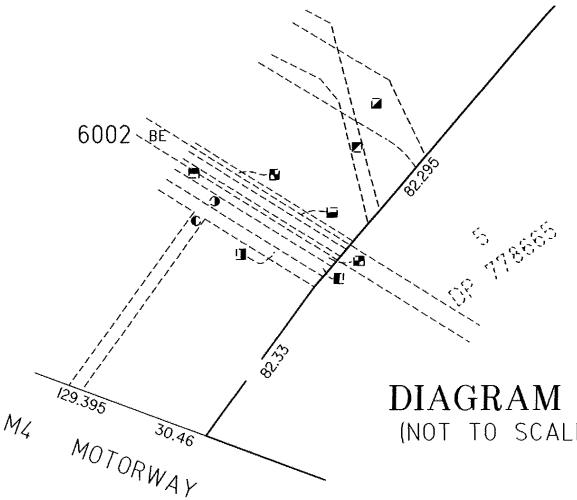


DIAGRAM 3
(NOT TO SCALE)

DP1063407

Registered: 27.01.2004

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

This is sheet 4 of the plan of 4 sheets covered by subdivision certificate No. 508 2/04
*#.

Authorised Person/General Manager/Accredited Certifier

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

Reduction Ratio 1: NOT TO SCALE

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 1102950003 rev (A)

Req:R085894 /Doc:DP 1063407 P /Rev:28-Jan-2004 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:4 of 4
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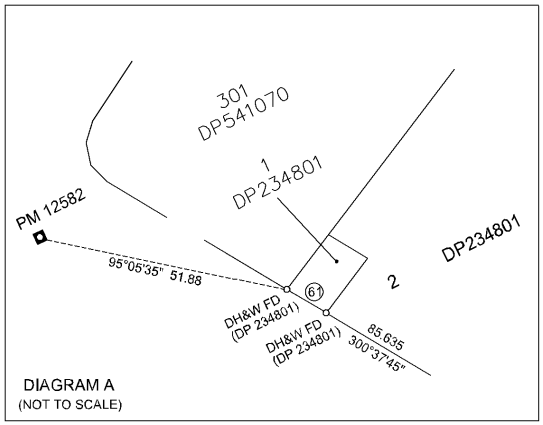


DIAGRAM A
(NOT TO SCALE)

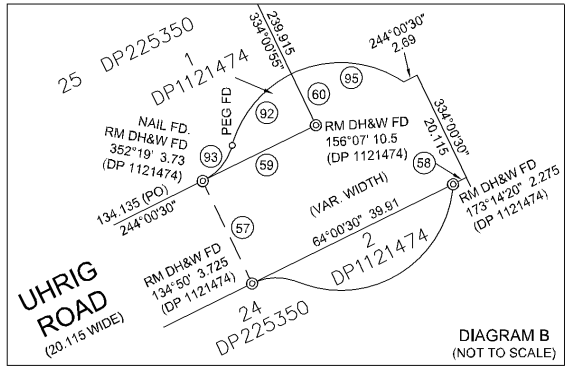


DIAGRAM B
(NOT TO SCALE)

CONNECTION TABLE

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

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

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

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

D4 - EASEMENT TO DRAIN WATER (P271204)

EA - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1030892)

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

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

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

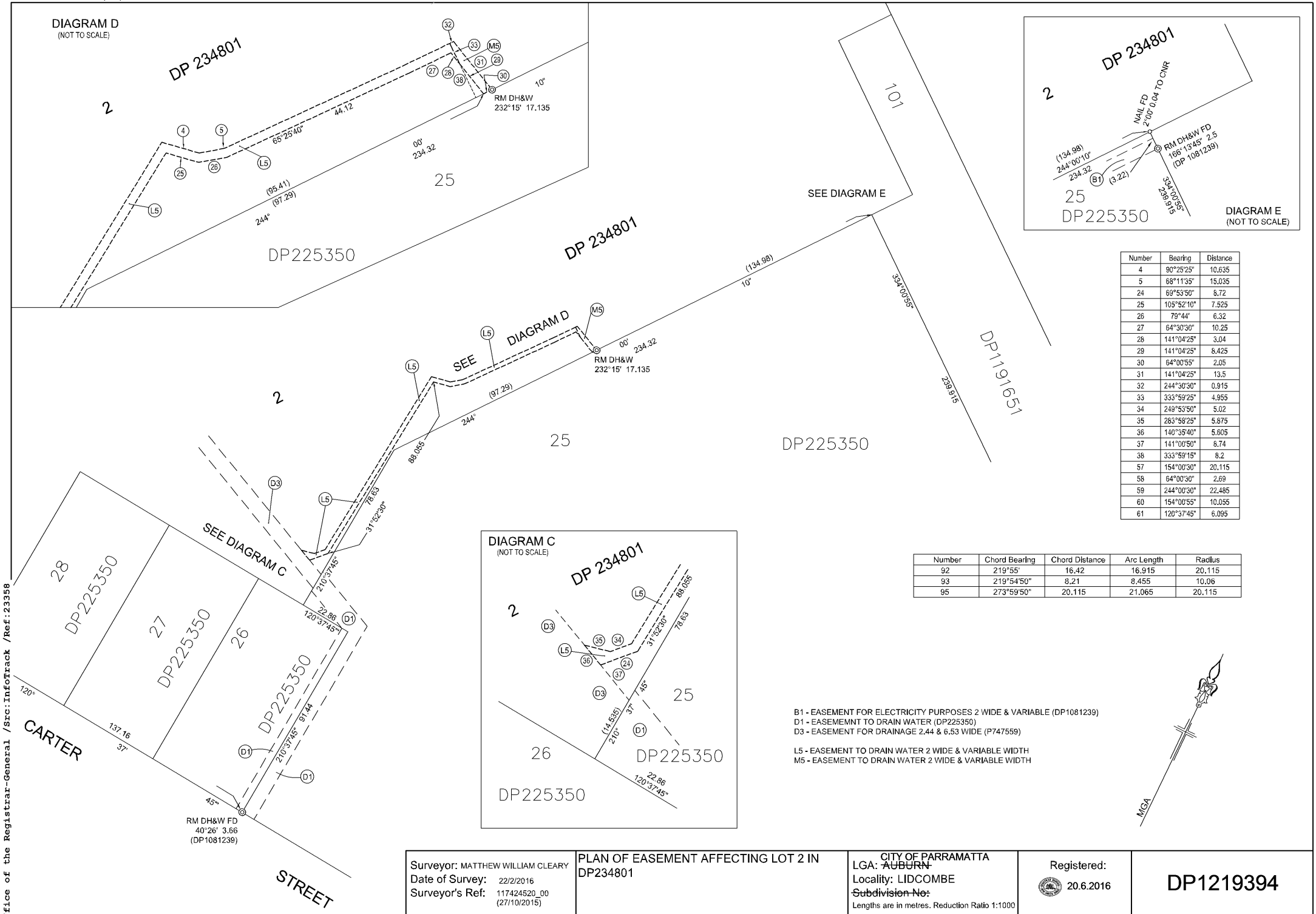
SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS ON THE 27.01.2016
COMBINED SEA LEVEL & SCALE FACTOR = 0.999993

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

DP1219394

Req:R085896 /Doc:DP 1219394 P /Rev:21-Jun-2016 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:1 of 4
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DP1219394
LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS



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

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

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

Req:R085896 /Doc:DP 1219394 P /Rev:21-Jun-2016 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:2 of 4
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DP1219394
LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS

Req:R085896 /Doc:DP 1219394 P /Rev:21-Jun-2016 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:3 of 4
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PLAN FORM 6 (2012) **WARNING: Creasing or folding will lead to rejection**

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 20.6.2016

Title System: TORRENS

Purpose: EASEMENT

e Only

DP1219394 S

PLAN OF EASEMENT AFFECTING LOT 2 IN DP234801

LGA: ~~AUBURN~~ CITY OF PARRAMATTA

Locality: LIDCOMBE

Parish: CONCORD

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Survey Certificate

I, MATTHEW WILLIAM CLEARY .....

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

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 22/1/2015~~

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

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

Signature: ..... Dated: 24/3/16

Surveyor ID: 60 .....

Datum Line: 'X' - 'Y' .....

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous.~~

*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

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

Plans used in the preparation of survey/compilation.

DP225350
DP234801

If space is insufficient continue on PLAN FORM 6A

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

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

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS

Req:R085896 /Doc:DP 1219394 P /Rev:21-Jun-2016 /NSW LRS /Pgs:ALL /Prt:06-Nov-2026 05:47 /Seq:4 of 4
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 20.6.2016

Only

DP1219394

PLAN OF EASEMENT AFFECTING LOT 2 IN DP234801

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

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

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

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

If space is insufficient use additional annexure sheet

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

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 51721	2.381	LC	L3	FROM SCIMS–DATUM VALIDATION	FOUND
SSM 99413	10.297	LC	L3	FROM SCIMS–DATUM VALIDATION	FOUND
SSM 108249	12.368	LC	L3	FROM SCIMS–DATUM VALIDATION	FOUND
SSM 125322	8.883	LC	L3	FROM SCIMS–DATUM VALIDATION	FOUND
DATE OF SCIMS AHD VALUES: 02/03/2020 HEIGHT DATUM: AHD 71					

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 133734	SSM 99413	+7.731	DIFFERENTIAL LEVELLING
SSM 99413	SSM 125681	−0.521	DIFFERENTIAL LEVELLING
SSM 125681	SSM 51725	−1.489	DIFFERENTIAL LEVELLING
SSM 51725	SSM 133734	−5.721	DIFFERENTIAL LEVELLING
HEIGHT DATUM: AHD 71			

SURVEYING AND SPATIAL INFORMATION REGULATION, 2017: CLAUSE 70(2)					
MGA 94 CO-ORDINATES					
MARK	EAST	NORTH	ZONE	CLASS	ORDER
SSM 51721	320 152.048	6 253 109.033	56	B	2
SSM 99413	320 528.369	6 253 321.431	56	B	2
SSM 108249	320 588.615	6 253 080.106	56	B	2
SSM 125681	320 516.156	6 253 237.347	56	B	2
SSM 133734	320 175.877	6 253 163.771	56	B	2
SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 02/03/2020 COMBINED SCALE FACTOR 0.999995					

TABLE OF CURVED LINES				
No.	CHORD		ARC	RADIUS
15	302°52'15"	23.645	23.665	177.545
20	275°25'	9.41	9.435	40.5
21	301°27'55"	17.84	18.845	16.5
22	326°40'30"	10.585	10.615	40.5

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	29°05'40"	18.875
2	35°46'20"	30.49
3	38°03'45"	30.48
4	60°50'45"	30.48
5	65°28'45"	30.48
6	75°47'20"	30.48
7	82°01'20"	30.48
8	97°21'20"	30.48
9	244°01'05"	25.85
10	79°52'45"	4.06
11	120°37'40"	18.24
12	156°52'45"	6
13	89°11'55"	6.81
14	120°37'40"	22.5
16	81°56'50"	5.655
17	41°35'40"	6.15
18	353°56'	6.995
19	331°32'40"	6.585

WHOLE OF LOT EASEMENTS AFFECTING LOT 5 IN DP 1260687
– EASEMENT FOR ELECTRICITY & OTHER PURPOSES (WHOLE OF LOT)
NOTE: WHOLE OF LOT EASEMENTS ARE NOT REPEATED ON THE FOLLOWING SHEETS

EASEMENTS

(B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM)
(D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE
(E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.725 WIDE
(L) LEASE OF SUBSTATION PREMISES S77886

SURVEYOR		PLAN OF EASEMENTS WITHIN LOTS 2, 3, 4, 5 & 6 IN DP 1260687 & LEASE OF SUBSTATION PREMISES No. S77886 WITHIN LOT 3 IN DP1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:1250(A2) Lengths are in metres.	26/10/2020	DP1262759
Name:	ADAM RICHARDSON				
Date:	02/03/2020				
Reference:	160826 AUSGRID				

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

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\AUSGRID PLAN\160826 SUB-AR SHT01 SUR.dwg

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EASEMENTS
(B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM)
(D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE
(E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.725 WIDE
(L) LEASE OF SUBSTATION PREMISES S77886

PEG FD AT CNR RM DH & W FD 253°33'15"~4.655 (DP 1260687)

EDWIN FLACK AVENUE

M.G.A. SCIMS

103 DP 1191651

PEG FD AT CNR RM DH & W 163°48'~2.86 (DP 1260687)

9 DP 1260687

2 DP 1260687 BUILDING 3A (UNDER CONSTRUCTION)

3 DP 1260687 BUILDING 3B1 (UNDER CONSTRUCTION)

4 DP 1260687 BUILDING 3B2 (UNDER CONSTRUCTION)

6

7 DP 1260687

7 DP 1260687

5

SEE DIAGRAM A SHEET 3

SEE DIAGRAM C SHEET 3

SEE DIAGRAM B SHEET 3

RM DH&W 62°02'05" 5.175

RM DH&W 336°52'45" 3.09

RM DH&W 115°57'40" 6.64

SURVEYOR Name: ADAM RICHARDSON Date: 02/03/2020 Reference: 160826 AUSGRID	PLAN OF EASEMENTS WITHIN LOTS 2, 3, 4, 5 & 6 IN DP 1260687 & LEASE OF SUBSTATION PREMISES No. S77886 WITHIN LOT 3 IN DP1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 26/10/2020	DP1262759

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

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\AUSGRID PLAN\160826 SUB-AR SHT02 GRD.dwg

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EASEMENT DESIGNATION (B) IN SECTION A-A ADDED SEE 2020-1219 20/04/2021

M.G.A. SCIMS

KEY

(LP RL ...) – DENOTES EASEMENT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

(SP) – DENOTES EASEMENT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

IFW – DENOTES INTERNAL FACE OF WALL

(LIH RL ....) – DENOTES EASEMENT IS LIMITED IN HEIGHT TO A LEVEL PLANE AT THE NOTED RL

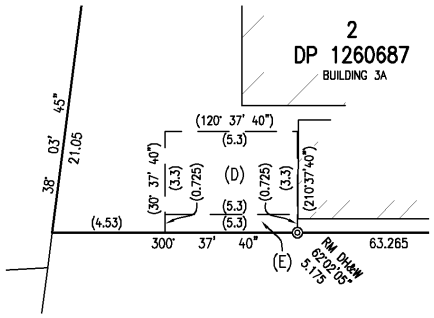


DIAGRAM A
RATIO:1:150

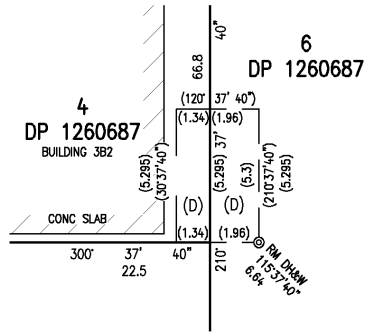


DIAGRAM B
RATIO:1:150

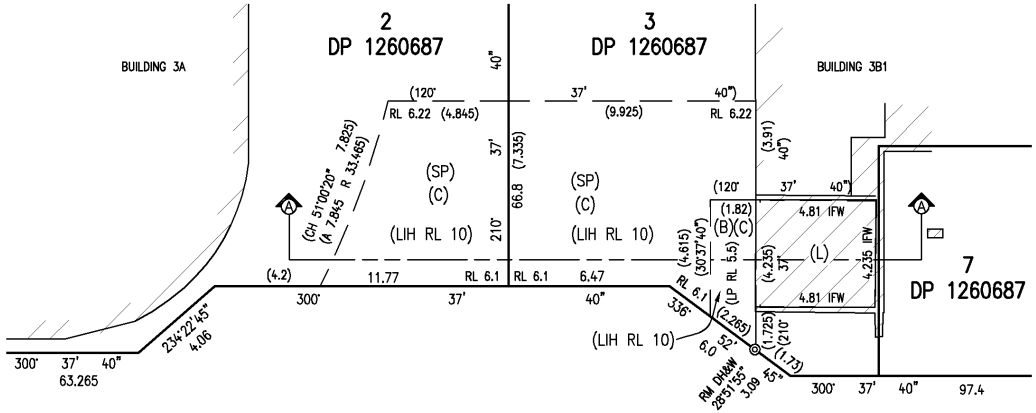
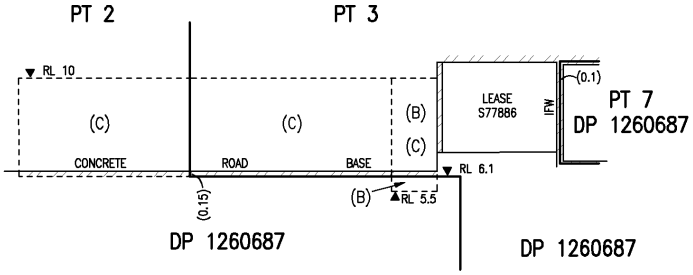


DIAGRAM C
RATIO:1:150



SECTION A–A
RATIO:1:150

EASEMENTS

(B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM)
(D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE
(E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.725 WIDE
(L) DENOTES LEASE OF PREMISES S77886

SURVEYOR Name: ADAM RICHARDSON Date: 02/03/2020 Reference: 160826 AUSGRID	PLAN OF EASEMENTS WITHIN LOTS 2, 3, 4, 5 & 6 IN DP 1260687 & LEASE OF SUBSTATION PREMISES No. S77886 WITHIN LOT 3 IN DP1260687	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 26/10/2020	DP1262759

10mm 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_E (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 26/10/2020

Title System: TORRENS

Office Use Only

DP1262759

PLAN OF EASEMENT

WITHIN LOTS 2, 3, 4, 5* & 6 IN DP1260687 AND LEASE OF SUBSTATION PREMISES NO. S77886 WITHIN LOT 3 IN DP 1260687

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

Parish: CONCORD

County: CUMBERLAND

Survey Certificate

I, ADAM RICHARDSON

of Veris Australia Pty Ltd,
Suite 301, Level 3, 55 Holt Street, 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 02-Mar-2020

(b) Partial Survey

(c) Compilation

Datum Line: 'X-Y'

Type: Urban ☑ Rural ☐

Signature: Dated: 02-03-20

Surveyor Identification No: 8747

Surveyor registered under the *Surveying and Spatial Information Act 2002*

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,

certify that the provisions of section 6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature:

Accreditation number:

Consent Authority:

Date of endorsement:

Subdivision Certificate number:

File number:

Plans used in the preparation of survey.

DP1217641, DP1260687

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 160826 AUSGRID

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

*MACP 26/10/2020

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ePlan

PLAN FORM 6_E (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

Registered: 26/10/2020 Office Use Only

Office Use Only

DP1262759

PLAN OF EASEMENT

WITHIN LOTS 2, 3, 5* & 6 IN DP1260687 AND LEASE OF SUBSTATION PREMISES NO. S77886 WITHIN LOT 3 IN DP 1260687

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 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 SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO;

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (B)
2. RIGHT OF CARRIGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (C)
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (D)
4. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 0.725 WIDE (E)
5. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES ~~VARIABLE WIDTH (LIMITED IN STRATUM) (F)~~ (WHOLE OF LOT)

SIGNED ON BEHALF OF AUSTRALIA YMCI PTY LIMITED ACN 607 884 771 PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001 BY;

SECRETARY/DIRECTOR

ZHANG KUZ

PRINT NAME

DIRECTOR

ZHENGTAO TAN

PRINT NAME

If space is insufficient use additional annexure sheet

Surveyor's Reference: 160826 AUSGRID

*MACP 26/10/2020

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ePlan

PLAN FORM 6_E (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

Office Use Only

Registered: 26/10/2020

Office Use Only

DP1262759

PLAN OF EASEMENT

WITHIN LOTS 2, 3, 4, 5* & 6 IN DP1260687 AND LEASE OF SUBSTATION PREMISES NO. S77886 WITHIN LOT 3 IN DP 1260687

Subdivision Certificate number:

Date of Endorsement:

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

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

Signed, sealed and delivered for:
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493
on behalf of Alpha Distribution Ministerial Holding Corporation
pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4734 no. 366

Signature of Attorney

Nigel Lowry
Print Name of Attorney

I certify that I am an eligible witness and that the Prescribed Authority's [attorney] signed this dealing in presence.

S. Daley
Signature of Witness

Sharon Daley
Print Name of Witness

24 Campbell Street, Sydney
Print address

Signature of Attorney

Rob Amphlett Lewis
Print Name of Attorney

I certify that I am an eligible witness and that the Prescribed Authority's [attorney] signed this dealing in presence.

Signature of Witness

Colette Elysee-Lyons
Print Name of Witness

24 Campbell Street, Sydney
Print address

If space is insufficient use additional annexure sheet

Surveyor's Reference: 160826 AUSGRID

*MACP 26/10/2020

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ePlan

PLAN FORM 6_E (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 4 sheet(s)

Office Use Only

Registered: 26/10/2020

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DP1262759

PLAN OF EASEMENT

WITHIN LOTS 2, 3, 4 & 5* & 6 IN DP1260687 AND LEASE OF SUBSTATION PREMISES NO. S77886 WITHIN LOT 3 IN DP 1260687

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED BY SHINY MARBLE OPPORTUNITY III LIMITED
ARBN 638 209 748 BY BEING SIGNED BY ITS ATTORNEY
HENRY GEORGE SELF UNDER POWER OF ATTORNEY
DATED 25 SEPTEMBER 2020
REGISTERED BOOK * NO. *
IN THE PRESENCE OF:

Witness

HENRY GEORGE SELF

Corey Lacisette

Name of witness (print)

LEVEL 9, 8-12 CHIFLEY SQUARE
SYDNEY NSW. 2000

Address of witness (print)

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: 160826 AUSGRID

*MACP 26/10/2020 * Book 4779 No. 380 ADDED SEE 2020/1268 10.11.2020

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

Plan:

DP1260687

Plan of subdivision of Lot 13 in DP1217641
Covered by Subdivision Certificate No. SC/38/2020

PART 1 – CREATION

Full name and address of proprietors of the land:

Australia YMCI Pty Limited
Suite 36.01, Level 36
201 Elizabeth Street
Sydney NSW 2000

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for support and shelter (whole of lot)	Lot 2	Lots 3, 4 and 7
		Lot 3	Lots 2, 4 and 7
		Lot 4	Lots 2, 3 and 7
		Lot 7	Lots 2, 3, and 4
2.	Easement for services (whole of lot)	Lot 2	Lots 3, 4 and 7
		Lot 3	Lots 2, 4 and 7
		Lot 4	Lots 2, 3 and 7
		Lot 7	Lots 2, 3, and 4
3.	Easement to use fire stairs and passages (whole of lot)	Lot 2	Lots 3, 4 and 7
		Lot 3	Lots 2, 4 and 7
		Lot 4	Lots 2, 3 and 7
		Lot 7	Lots 2, 3, and 4

Council authorised delegate

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

Plan:

DP1260687

Plan of subdivision of Lot 13 in DP1217641
Covered by Subdivision Certificate No. SC138/2020

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4.	Easement to access shared facilities (whole of lot)	Lot 2	Lots 3, 4 and 7
		Lot 3	Lots 2, 4 and 7
		Lot 4	Lots 2, 3 and 7
		Lot 7	Lots 2, 3, and 4
5.	Easement for access variable width (A) (limited in stratum)	Lot 2	Lots 3, 4 and 7
		Lot 3	Lots 2, 4 and 7
		Lot 4	Lots 2, 3 and 7
		Lot 7	Lots 2, 3, and 4
6.	Easement to access and use loading dock variable width (B) (limited in stratum)	Lot 4	Lots 2, 3 and 7
7.	Easement for Garbage Collection Purposes Variable Width (C) (limited in stratum)	Lot 4	City of Parramatta Council
8.	Easement for access by foot variable width (D) (limited in stratum)	Lot 3	Lots 4 and 7
9.	Easement for access ~~variable width~~ (R) (WHOLE OF LOT)	Lot 5	Lots 2, 3, 4 and 7
10.	Easement for public access variable width (R1) (limited in stratum)	Lots 2, 3, 4 and 8	City of Parramatta Council
11.	Easement for public pedestrian access variable width (R2) (limited in stratum)	Lots 2, 3, 4 and 8	City of Parramatta Council
12.	Easement for services ~~variable width~~ (S) (WHOLE OF LOT)	Lot 5	Lots 2, 3, 4 and 7

Council authorised delegate

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

Plan:

DP1260687

Plan of subdivision of Lot 13 in DP1217641
Covered by Subdivision Certificate No. SC/38/2020

13.	Easement for Access 1.96 wide (T)	Lot 6	Lots 2, 3, 4 and 7
14.	Easement for Services 1.96 wide (U)	Lot 6	Lots 2, 3, 4 and 7
15.	Easement for water supply purposes over existing line of pipes (W) (limited in stratum)	Lots 4 and 6	Lot 9
16.	Restriction on use of land	Lots 4 and 6	Lot 9
17.	Positive covenant (OSD)	Lots 2, 3 and 4	City of Parramatta Council
18.	Restriction on the use of land (OSD)	Lots 2, 3 and 4	City of Parramatta Council
19.	Positive covenant (rain water harvesting)	Lots 2, 3 and 4	City of Parramatta Council
20.	Restriction on the use of land (rain water harvesting)	Lots 2, 3 and 4	City of Parramatta Council

Council authorised delegate

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

Plan:

DP1260687

Plan of subdivision of Lot 13 in DP1217641
Covered by Subdivision Certificate No. SC/38/2020

PART 2 – TERMS

1. Interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Authorised User means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes, without limitation, the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Grantee.

Building means the mixed use building constructed or to be constructed at 29 Carter Street, Lidcombe NSW within lots 2, 3, 4 and 7 in the Plan comprising residential and retail components, known as Ovation Quarter Zone 3A and 3B.

Building Management Committee means any building management committee for the Building constituted under a Management Statement.

Conveyancing Act means the *Conveyancing Act 1919*.

Council means Parramatta City Council and its successors.

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Development Approval means the notice of determination by Council of development application no. DA1005/2016, as varied, modified or replaced from time to time (including after registration of the Plan).

Easement Site means in relation to an easement in this easement instrument:

(a) the site of an easement on the Plan; and

(b) all items within the site of the easement identified on the Plan which are the subject of the easement.

Government Agency means any governmental, semi or local government, statutory, public or other authority or utility service provider such as Endeavour Energy or Sydney Water.

Grantee means the owner of a Lot Benefited.

Grantor means the owner of a Lot Burdened.

Council authorised delegate

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

Plan:

DP1260687

Plan of subdivision of Lot 13 in DP1217641
Covered by Subdivision Certificate No. SC/38/2020

Lot Benefited means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

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

Management Statement means a building management statement (pursuant to Part 23 Division 3B of the Conveyancing Act 1919) or strata management statement (pursuant to Part 6 Division 1 of the Development Act) registered in respect of the Building.

Plan means the plan of subdivision to which this instrument relates.

Residential Lots means lots 2, 3 and 4 in the Plan.

Retail/Commercial Lot means lot 7 in the Plan.

Residential Works means the development and construction works (and all works ancillary to them, including fitout works) to be undertaken by the owner or owners of the Residential Lots for the development of the components of the Building within those lots as contemplated in the Development Approval or any other development approval from Council (or other authority having jurisdiction) relating to the works to be undertaken in the Residential Lots (including after registration of the Plan) , or as agreed to by the Grantor.

Retail/Commercial Works means the development and construction works (and all works ancillary to them, including fitout works) to be undertaken by the owner or owners of the Retail/Commercial Lot for the development of the retail and commercial components of the Building within those lots as contemplated in the Development Approval or any other development approval from Council (or other authority having jurisdiction) relating to the works to be undertaken in each of the Retail/Commercial Lot, or as agreed to by the Grantor.

Service Lines means:

(a) pipes, conduits, ducts, wires and cables required for the transmission, operation and functioning of Services or in connection with Services; and

(b) penetrations of slabs and other structures between the Lot Benefited and the Lot Burdened and within the Lot Burdened.

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Services includes:

(a) the supply of water, gas, electricity or artificially heated or cooled air;

(b) systems for the exhaust of smoke, odours and fumes and the supply of air;

(c) systems for the disposal of sullage and grease;

(d) the provision of sewerage and drainage and stormwater drainage; and

(e) telephone, radio, television or other means of communication or transmission;

(f) security systems; and

(g) any other facility, supply or transmission.

Service Equipment means plant and equipment relating to Services, including associated equipment and Service Lines.

Shared Facility means a Shared Facility as defined and described in a Management Statement.

Site means all the land in the Plan.

Strata Scheme means any strata scheme established on registration of a strata plan for any component of the Building.

1.2 References to certain terms

Unless a contrary intention appears, a reference in this instrument to:

(a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and

(b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and

(c) **(singular includes plural)** the singular includes the plural and vice versa; and

(d) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of similar kind.

1.3 Headings

Headings do not affect the interpretation of this instrument.

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1.4 Positive covenants and maintenance requirements

A requirement in an easement that requires a Grantee or Grantor to maintain or repair and Easement Site or any thing in an Easement Site is a positive covenant according to section 88BA of the Act.

2. Easements are covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions 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.

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.

3. Complying with this instrument and the Management Statement

3.1 Obligations of Grantees and Grantors

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this instrument.

3.2 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 the instrument when they exercise their rights or comply with their obligations under the instrument.

3.3 Complying with the Management Statement

For each easement, positive covenant or restriction on use in this instrument, the Grantee who is required to comply with the Management Statement must:

(a) comply with a Management Statement; and

(b) use reasonable endeavours to ensure that its Authorised Users comply with the Management Statement.

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4. Effect of the Management Statement

4.1 Application of this clause

This clause applies to each easement, positive covenant and restriction on use in this instrument.

4.2 Requirements about making rules

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 Authorised User, the rules must be consistent with the easement, covenant or restriction and a Management Statement. A Management Statement prevails to the extent of any inconsistency.

4.3 Costs regulated under a Management Statement

If a Management Statement regulates the apportionment of costs in relation to an easement, Easement Site, positive covenant or restriction on use and there is an inconsistency between the apportionment of costs and the Management Statement, the Management Statement prevails to the extent of the inconsistency.

4.4 Complying with obligations

If a Management Statement allocates responsibility for complying with obligations under an easement, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use (eg the obligation is imposed on a Building Management Committee), the Management Statement prevails to the extent of the inconsistency. However, the relevant Grantor or Grantee must use their reasonable endeavours to ensure that the person complies with these obligations.

5. Terms of easement for support and shelter (whole of lot) numbered 1 in the plan

5.1 Grant of easement

The Grantor grants 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 this instrument; and

(b) of those parts of the building on a Lot Benefited erected in future pursuant to the Residential Works or the Retail/Commercial Works

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.

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5.2 Effect of Subdivision

If a plan of subdivision is registered and:

(a) an easement for support and shelter is created under the Conveyancing Act or the Development Act; and

(b) the terms of the easement created under the Conveyancing Act or the Development Act are inconsistent with the terms of this easement

to the extent permitted by law, the terms of the easement under this instrument prevail.

6. Terms of easement for services (whole of lot) numbered 2 in the Plan

6.1 Grant of easement

The Grantor grants to the Grantee and every Authorised User at all times in common with others an unrestricted right to the passage of any Services along or through Service Lines, equipment or other structures and things relating to Services:

(a) which pass through or are situated in the Lot Burdened and service the Lot Benefited and which exist at the date of registration of the Plan; or

(b) in respect of each of the relevant Lots Burdened, which are installed by an or on behalf of a Grantee after registration of the Plan (but before the date that is 3 years after that registration),

and to do anything reasonably necessary for that purpose, including the right to:

(c) utilise the existing Services and Service lines, risers and ducts constructed on the Lot Burdened for the purposes of providing Services to the Lot Benefited by connecting to and augmenting those Services and by installing Services in those Service lines, risers and ducts;

(d) by prior agreement with the owner of the Lot Burdened (not to be unreasonably withheld or delayed) and subject to the reasonable requirements of the owner of the Lot Burdened access the Lot Burdened to install Service Lines and Services as contemplated in this easement;

(e) with the prior agreement of the owner of the Lot Burdened (not to be unreasonably withheld and which may be subject to conditions) install or construct further Services within other Service risers or ducts within the Lot Burdened in pursuance of Residential Works or Retail/Commercial Works;

(f) by prior arrangement with the owner of the Lot Burdened, carry out an inspection of the Services within the Lot Burdened that service the Lot Benefited; and

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(g) in order to exercise a right under this easement, subject to the owner of the Lot Benefited having complied with its obligations under this easement:

(i) enter the part of the Lot Burdened that is necessary to enter at such times and for as long as is agreed with the owner of the Lot Burdened;

(ii) take onto the Lot Burdened such equipment and tools that are necessary to enable the owner of the Lot Burdened to exercise its rights under this easement;

(iii) install, replace or maintain any Service:

(iv) enter the Lot Burdened with machinery and equipment by such route as is reasonable in the circumstances and is agreed to by the owner of the Lot burdened (such agreement not to be unreasonably withheld or delayed); and

(v) remain on the Lot Burdened for such reasonable time as may be necessary for the purpose of installing new or augmented Service Lines and Services (in locations agreed to by the owner of the Lot Burdened, acting reasonably), replacing, inspecting, cleaning, repairing, maintaining or renewing the Service Lines or Services or any part of the Service Lines or Services, and, subject to the prior agreement of the owner of the Lot Burdened (which may, in their sole discretion, be granted or withheld or granted conditionally) make such excavations or undertake such ancillary works in the Lot Burdened as may be reasonably necessary.

6.2 Requirements when exercising rights

When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

(a) ensure that any person carrying out works on services or the Easement Site on their behalf is qualified to do those works; and

(b) cause as little inconvenience as practicable to the Grantor or an occupier of a Lot Burdened;

(c) ensure all work is done properly;

(d) cause as little damage as is practicable to the Lot Burdened and any improvements on it;

(e) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition;

(f) take precautions to ensure no damage is caused to property in the Lot Burdened, which may include making arrangements for property or vehicles to be moved while the relevant work is being performed;

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(g) except in an emergency, give the Grantor or its nominee at least 48 hours notice of their intention to enter the Lot Burdened;

(h) if required by the Grantor, when exercising rights or complying with obligations accompanied by and comply with the directions of the Grantor's nominee (which directions must be reasonable having regard to the Grantor's interests and must not unreasonably impede, fetter or prevent the exercise of the Grantee's rights under this easement);

(i) in an emergency, give the Grantor notice of access to the Lot Burdened if practicable;

(j) cause as little inconvenience or interruption as is practicable to Services or the usual activities carried out on a Lot Burdened; and

(k) in respect of a lot used for commercial or retail purposes, not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Grantor or the occupier of the Lot Burdened (except in an emergency or if it is a specific requirement of Council or a Government Agency having jurisdiction over the relevant works that the Grantee carry out those works during business hours).

6.3 Indemnity

The Grantee indemnifies the Grantor against all damage, expense, loss, claims or liabilities of any nature to the extent caused by the Grantee or its Authorised Users entering or performing work within the Lot Burdened, exercising rights or failing to comply with the Grantee's obligations under this easement. The Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability arises from a negligent act or omission of the Grantor.

7. Terms of easement to use fire stairs and passages (whole of lot) numbered 3 in the Plan

7.1 Grant of easement

The Grantor grants the right for the Grantee and Authorised Users to enter and pass through those parts of the Lot Burdened necessary to exit the Lot Benefited or the Building in an emergency or for fire drill purposes.

8. Terms of easement for access to shared facilities (whole of lot) numbered 4 in the Plan

8.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users the full, free and unimpeded right to enter, pass and repass over and across the accessible areas of the Lot Burdened on foot and with or without tools and equipment for the purpose of inspecting, repairing, maintaining and relacing items that are or form part of Shared Facilities and which benefit the Lot Benefited, and the right to remain for on the Lot

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Burdened for such time as is reasonable or the purposed of the inspection, repair, maintenance or replacement of the Shared Facility item.

8.2 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

(a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and

(b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

8.3 Requirements when exercising rights

When they exercise their rights under this easement, the Grantee and its Authorised Users must:

(a) take all reasonable steps to minimise disturbance of the Grantor, the Lot Burdened and any occupier of the Lot Burdened; and

(b) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and

(c) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement; and

(d) use reasonable endeavours to ensure that its Authorised Users comply with the terms of the instrument when they exercise their rights or comply with their obligations under the instrument.

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9. Terms of easement for access variable width (A) (limited in stratum) numbered 5 in the Plan

9.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass by vehicle and on foot over and across the Easement Site:

(a) at all times; and

(b) for all lawful purposes; and

(c) in respect of the driveway to the loading dock and the loading dock (including the loading dock turntable), by vehicles exerting a maximum loading of not more than 15kpa; and

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(d) in respect of the driveway and other areas of the Easement Site other than the driveway to the loading dock and the loading dock, by vehicles exerting a maximum loading of not more than 2.5kpa.

9.2 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security boom gates or other security devices to regulate the flow of vehicular access into the Building. The Grantor agrees to provide the Grantee and its Authorised Users with access to security boom gates or other security devices as necessary to allow the Grantee and its Authorised Users to exercise its rights or comply with its obligations under this easement.

9.3 Restriction on parking

The Grantee and its Authorised Users must not:

(a) park or stand motor or other vehicles on the Easement Site; or

(b) obstruct use of the Easement Site by any person.

9.4 Minimising damage

The Grantee must:

(a) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and

(b) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement; and

(c) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

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10. Terms of easement for access and use loading dock variable width (B) (limited in stratum) numbered 6 in the Plan

10.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, remain on, pass and repass through and across the Easement Site with motor vehicles, trolleys and on foot at all times for the purpose of:

(a) loading and unloading goods, articles and equipment;

(b) allowing motor vehicles to stand for loading or unloading or both; and

(c) transporting, taking or moving articles or items from such motor vehicles to the Lot Benefited, and from the Lot Benefited to the motor vehicles;

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(d) transporting, taking or moving garbage bins to and from the garbage bin storage area within the Lot Benefited and storing garbage bins within the Lot Burdened to enable the collection of garbage from the Building;

(e) accessing and using facilities for the benefit of the Lot Burdened and located adjacent to or within the Easement Site; and

(f) purposes incidental to the loading and unloading of vehicles.

10.2 Requirements when exercising rights

(a) When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

(i) take all reasonable actions to minimise disturbance to the Grantor or the occupiers of the Lot Burdened;

(ii) take reasonable precautions to ensure that no damage is caused to the Easement Site or the Lot Burdened;

(iii) promptly rectify any damage they cause to the Easement Site or the Lot Burdened;

(iv) immediately remove any garbage or recyclable materials that they spill on the Easement Site and clean the affected area;

(v) not permit any motor vehicle to obstruct or stand in or park on the Lot Burdened other than for the purposes of loading or unloading or both; and

(vi) not leave any goods, articles or other equipment in the Easement Site; and

(b) The Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

10.3 Management Statement

The Grantor, the Grantee and its Authorised Users must comply with any requirements under the Management Statement regarding the use of the loading dock.

10.4 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security boom gates or other security devices to regulate the flow of vehicular access into the Building. The Grantor agrees to provide the Grantee and its Authorised Users with access to security boom gates or other security devices as necessary to allow the Grantee and its Authorised Users to exercise its rights or comply with its obligations under this easement.

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10.5 Restriction on parking

The Grantee and its Authorised Users must not:

(a) park or stand motor or other vehicles on the Easement Site; or

(b) obstruct use of the Easement Site by any person.

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11. Terms of easement for garbage collection purposes variable width (C) (limited in stratum) numbered 7 in the Plan

11.1 Grant of easement

(a) The Authority Benefited and its Authorised Users and free right to go, pass and repass over the Easement Site at all times with or without vehicles for the purpose of collecting and removing garbage, recycling and refuse from the Lot Burdened and for the purposes incidental thereto.

(b) The rights granted under this easement may be exercised by the Authority Benefited and its Authorised Users to enter the Easement Site without being liable for damage which may be occasioned to the Lot Burdened or any improvements thereon including any paving, driveways, foot paths, lawns, gardens, fences, walls, buildings or to the property of any person therein or thereon otherwise than by reason of the negligence Authority Benefited or its Authorised Users.

(c) Without limiting the generality of and notwithstanding clauses 11.1(a) and 11.1(b), if any carriageway or parking area and/or the adjacent land supporting the same is damaged by reason of the movement thereon of any vehicles being used in connection with the collection of garbage/recycling from the Lot Burdened, neither the Authority Benefited nor its Authorised Users shall be liable in respect thereof.

(d) the Authority Benefited and its Authorised Users shall be indemnified and be kept indemnified by the Grantor, its successors and assigns against all actions, suits damages whatsoever which may be brought or made, instituted against and from or any of them by the Grantor or occupier of the Lot Burdened or any part thereof by any person, in respect of any loss or injury sustained or threatened or damages suffered or feared by any such person, whether in property or person as a consequence of any act or thing done or omitted by any person whilst upon the Lot Burdened for the purpose of collecting garbage/recycling from the same or for a purpose incidental thereto except where such loss, injury or damages result from the negligence of the Authority Benefited or its Authorised Users.

(e) Nothing contained in this easement shall oblige the Authority Benefited to have garbage/recycling collections from points within the Lot Burdened or shall prevent the Authority Benefited from discounting collection from within the Lot Burdened PROVIDED ALWAYS that if the Authority Benefited discontinues collection of garbage from within the Lot Burdened, the Authority Benefited and the Grantor shall respectively have the same rights and obligations with regard to the removal of

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garbage/recycling from the Lot Burdened as they would have had if this easement had not been granted.

11.2 Authority to release

The authority having the right to release, vary, modify this easement is Council.

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12. Terms of easement for access by foot variable width (D) (limited in stratum) numbered 8 in the Plan

12.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users the full, free and unimpeded right to enter, pass and repass over and across the Easement Site:

(a) on foot or with wheelchairs or other disabled access aids; and

(b) without animals (other than guide dogs, hearing dogs or other animals trained to assist to alleviate the effect of a disability).

12.2 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

(a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and

(b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or to maintain or repair the Easement Site.

12.3 Minimising damage

The Grantee must:

(a) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and

(b) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement;

(c) not interfere with or disrupt the conduct of any lawful business conducted within the Easement Site by the Grantee or Authorised Users; and

(d) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

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13. Terms of easement for access ~~variable width (R)~~ numbered 9 in the Plan (WHOLE OF LOT)

13.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users the full, free and unimpeded right to enter, pass and repass over and across the Easement Site:

(a) on foot or with wheelchairs or other disabled access aids; and

(b) by motor vehicles on road surfaces within the Easement Site.

13.2 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

(a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and

(b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or to maintain or repair the Easement Site.

13.3 Restriction on parking

The Grantee and its Authorised Users must not:

(a) park or stand motor or other vehicles on the Easement Site other than in a designated parking space; or

(b) obstruct use of the Easement Site by any person.

13.4 Minimising damage

The Grantee and Authorised Users must:

(a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(b) cause no damage to the Lot Burdened and the improvements on the Lot Burdened; and

the Grantee must:

(c) promptly make good any damage caused by the exercise of the rights granted to the Grantor and Authorised Users under this easement; and

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(d) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

13.5 Extinguishment

(a) The rights under this easement terminate on the date of dedication to Council of a public road or public way over the whole of the Lot Burdened (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.

(b) Upon satisfaction of the Sunset Event, and on request of the owner of the Lot Burdened this easement will be extinguished and removed from the title of the Lot Burdened.

(c) The owner of the Lot Benefited consents to the unilateral request by the owner of the Lot Burdened for the extinguishment of this easement and its removal from the title of the Lot Burdened and acknowledges that the easement can be so extinguished without it being a party to the extinguishment request or providing its consent.

(d) Notwithstanding, if the owner of the Lot Benefited is requested by the owner of the Lot Burdened to do so, the owner of the Lot Benefited must do all things requested by the owner of the Lot Burdened (including making application to the NSW Land Registry Services) to enable the removal of the record of this easement from the title of the Lot Burdened.

14. Terms of easement for public access variable width (R1) (limited in stratum) numbered 10 in the Plan

14.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users (including members of the public) the full, free and unimpeded right to enter, pass and repass over and across the Easement Site by motor vehicles on publicly accessible road and driveway surfaces within the Easement Site for the purpose of access to the loading dock on basement level 1 of the Building and adjacent publicly accessible service bays.

14.2 Commencement of rights – lot 8

In relation to lot 8 in the Plan, the Grantee's rights under this easement are suspended until, and will commence on and from the date on which an occupation certificate is issued for the part of the building constructed on lot 8 in the Plan that includes the loading dock, any adjacent publicly accessible service bays and the roads and driveways giving public access to that area.

14.3 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

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(a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and

(b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or to maintain or repair the Easement Site.

14.4 Restriction on parking

The Grantee and its Authorised Users must not:

(a) park or stand motor or other vehicles on the Easement Site other than in a designated parking space; or

(b) obstruct use of the Easement Site by any person.

14.5 Minimising damage

The Grantee and Authorised Users must:

(a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(b) cause no damage to the Lot Burdened and the improvements on the Lot Burdened; and

the Grantee must:

(c) promptly make good any damage caused by the exercise of the rights granted to the Grantor and Authorised Users under this easement; and

(d) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

14.6 Power to release, vary or modify

The name of the authority empowered to release, vary or modify this easement is Council.

15. Terms of easement for public pedestrian access variable width (R2) (limited in stratum) numbered 11 in the Plan

15.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users (including members of the public) the full, free and unimpeded right to enter, pass and repass over and across designated footways within the Easement Site on foot or with wheelchairs or other disabled access aids.

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15.2 Commencement of rights – lot 8

In relation to lot 8 in the Plan, the Grantee's rights under this easement are suspended until, and will commence on and from the date on which an occupation certificate is issued for the part of the building constructed on lot 8 in the Plan that includes the publicly accessible footways giving public access across lot 8 in the Plan.

15.3 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

(a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and

(b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or to maintain or repair the Easement Site.

15.4 Minimising damage

The Grantee and Authorised Users must:

(a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(b) cause no damage to the Lot Burdened and the improvements on the Lot Burdened; and

the Grantee must:

(c) promptly make good any damage caused by the exercise of the rights granted to the Grantor and Authorised Users under this easement; and

(d) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

15.5 Power to release, vary or modify

The name of the authority empowered to release, vary or modify this easement is Council.

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16. Terms of easement for services ~~variable width (S) (limited in stratum)~~ numbered 12 in the Plan (WHOLE OF LOT)

16.1 Grant of easement

The Grantor grants to the Grantee and its Authorised Users the right to enter, pass, repass and remain on the Easement Site for the purposes of installing Services and Service Lines in the Easement Site and the right to have and maintain within the Easement Site any Services

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and Service Lines for the use and enjoyment of the Lot Benefited, and to do anything reasonably necessary for those purposes, including the rights:

(a) to enter and pass and repass through the Easement Site by the most direct practicable route with tools and equipment for the purpose of accessing the Easement Site and exercising rights under this easement;

(b) to carry out an inspection of the Service Lines and Services within the Lot Burdened; and

(c) to attach Service Lines to structure within the Lot Burdened in locations that do not interfere with the normal use of the relevant part of the Lot Burdened;

(d) to connect, install, replace or maintain any Service Lines and Services; and

(e) to remain there for such reasonable time as may be necessary for the purpose of connecting, installing and inspecting the Service Lines and Services and of making such slab or wall penetrations as may be reasonably necessary.

16.2 Requirements when exercising rights

When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

(a) ensure that any person carrying out works in relation to Service Lines, Services or on the Easement Site on their behalf is qualified to do those works; and

(b) cause as little inconvenience as practicable to the Grantor or an occupier of a Lot Burdened;

(c) ensure all work is done properly;

(d) except in an emergency, give the Grantor or its nominee at least 48 hours notice of their intention to enter the Lot Burdened;

(e) not do anything that will permanently interfere with or adversely affect the normal use of any part of the Lot Burdened;

(f) without limiting any other obligation under this easement, cause as little damage as is practicable to the Lot Burdened and any improvements on it; and

(g) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition.

16.3 Extinguishment

(a) The rights under this easement terminate on the date of dedication to Council of a public road or public way over the whole of the Lot Burdened (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.

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(b) Upon satisfaction of the Sunset Event, and on request of the owner of the Lot Burdened this easement will be extinguished and removed from the title of the Lot Burdened.

(c) The owner of the Lot Benefited consents to the unilateral request by the owner of the Lot Burdened for the extinguishment of this easement and its removal from the title of the Lot Burdened and acknowledges that the easement can be so extinguished without it being a party to the extinguishment request or providing its consent.

(d) Notwithstanding, if the owner of the Lot Benefited is requested by the owner of the Lot Burdened to do so, the owner of the Lot Benefited must do all things requested by the owner of the Lot Burdened (including making application to the NSW Land Registry Services) to enable the removal of the record of this easement from the title of the Lot Burdened.

17. Terms of easement for access 1.96 wide (T) numbered 13 in the Plan

17.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users (the full, free and unimpeded right to enter, pass and repass over and across the Easement Site on foot or with wheelchairs or other disabled access aids.

17.2 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

(a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and

(b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or to maintain or repair the Easement Site.

17.3 Minimising damage

The Grantee and Authorised Users must:

(a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(b) cause no damage to the Lot Burdened and the improvements on the Lot Burdened; and

the Grantee must:

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(c) promptly make good any damage caused by the exercise of the rights granted to the Grantor and Authorised Users under this easement; and

(d) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

17.4 Extinguishment

(a) The rights under this easement terminate on the date of dedication to Council of a public road or public way within over the whole of the Easement Site (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.

(b) Upon satisfaction of the Sunset Event, and on request of the owner of the Lot Burdened this easement will be extinguished and removed from the title of the Lot Burdened.

(c) The owner of the Lot Benefited consents to the unilateral request by the owner of the Lot Burdened for the extinguishment of this easement and its removal from the title of the Lot Burdened and acknowledges that the easement can be so extinguished without it being a party to the extinguishment request or providing its consent.

(d) Notwithstanding, if the owner of the Lot Benefited is requested by the owner of the Lot Burdened to do so, the owner of the Lot Benefited must do all things requested by the owner of the Lot Burdened (including making application to the NSW Land Registry Services) to enable the removal of the record of this easement from the title of the Lot Burdened.

18. Terms of easement for services 1.96 wide (U) numbered 14 in the Plan

18.1 Grant of easement

The Grantor grants to the Grantee and its Authorised Users the right to enter, pass, repass and remain on the Easement Site for the purposes of installing Services and Service Lines in the Easement Site and the right to have and maintain within the Easement Site any Services and Service Lines for the use and enjoyment of the Lot Benefited, and to do anything reasonably necessary for those purposes, including the rights:

(a) to enter and pass and repass through the Easement Site by the most direct practicable route with tools and equipment for the purpose of accessing the Easement Site and exercising rights under this easement;

(b) to carry out an inspection of the Service Lines and Services within the Lot Burdened; and

(c) to attach Service Lines to structure within the Lot Burdened in locations that do not interfere with the normal use of the relevant part of the Lot Burdened;

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(d) to connect, install, replace or maintain any Service Lines and Services; and

(e) to remain there for such reasonable time as may be necessary for the purpose of connecting, installing and inspecting the Service Lines and Services and of making such slab or wall penetrations as may be reasonably necessary.

18.2 Requirements when exercising rights

When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

(a) ensure that any person carrying out works in relation to Service Lines, Services or on the Easement Site on their behalf is qualified to do those works; and

(b) cause as little inconvenience as practicable to the Grantor or an occupier of a Lot Burdened;

(c) ensure all work is done properly;

(d) except in an emergency, give the Grantor or its nominee at least 48 hours notice of their intention to enter the Lot Burdened;

(e) not do anything that will permanently interfere with or adversely affect the normal use of any part of the Lot Burdened;

(f) without limiting any other obligation under this easement, cause as little damage as is practicable to the Lot Burdened and any improvements on it; and

(g) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition.

18.3 Extinguishment

(a) The rights under this easement terminate on the date of dedication to Council of a public road or public way over the whole of the Easement Site (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.

(b) Upon satisfaction of the Sunset Event, and on request of the owner of the Lot Burdened this easement will be extinguished and removed from the title of the Lot Burdened.

(c) The owner of the Lot Benefited consents to the unilateral request by the owner of the Lot Burdened for the extinguishment of this easement and its removal from the title of the Lot Burdened and acknowledges that the easement can be so extinguished without it being a party to the extinguishment request or providing its consent.

(d) Notwithstanding, if the owner of the Lot Benefited is requested by the owner of the Lot Burdened to do so, the owner of the Lot Benefited must do all things requested by the owner of the Lot Burdened (including making application to the NSW Land Registry

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Services) to enable the removal of the record of this easement from the title of the Lot Burdened.

19. Terms of easement for water supply purposes over existing line of pipes (W) (limited in stratum) numbered 15 in the Plan

19.1 Grant of easement

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominate tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by them, from time to time and at all times by means of pipes to supply water in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purpose of the easement, any line of pipes already laid within the servient tenement for the purpose of supplying water or any pipe or pipes in replacement or in substitution therefor and together with the right for the grantee and every person authorised by them with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by them will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition and this easement shall not be released varied or modified without the written consent of Sydney Water Corporation.

20. Terms of restriction on the use of land numbered 16 in the Plan

20.1 Terms of positive covenant

No building or other structure shall be erected, constructed or placed on the land shown as Easement for water supply purposes over existing line of pipes without the prior consent in writing of Sydney Water Corporation first had and obtained nor otherwise than in strict compliance with such conditions as the said Sydney Water Corporation may impose and this restriction shall not be released varied or modified without the written consent of the said Sydney Water Corporation.

21. Terms of positive covenant (OSD) numbered 17 in the Plan

21.1 Terms of positive covenant

(a) The registered proprietor of the lot(s) hereby burdened will in respect of the system:

(i) Keep the system clean and free from silt, rubbish and debris;

(ii) Maintain and repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe and efficient manner;

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

(iv) Comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

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

(i) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to above; and

(ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:

(A) Any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.

(B) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

(c) This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

(d) For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No. C7A396A3 on 29 May 2018, including all ancillary gutters, pipes, drains, walls, kerbs, pts grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

A copy of this certificate is held on Council File No. DA1005/2016.

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21.2 Authority to release

The authority having the right to release, vary, modify this positive covenant is Council.

22. Terms of restriction on the use of land (OSD) numbered 18 in the Plan

22.1 Terms of restriction

(a) The registered proprietor shall not make or permit or suffer the making of any alterations to any system which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of City of Parramatta Council.

(b) The expression "onsite stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage.

(c) Any on-site stormwater detention system constructed on the Lot Burdened is hereafter referred to "the system".

(d) The on-site stormwater detention system is detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No. C7A396A3 on 29 May 2018. A copy of this Construction Certificate is held on Council File No. DA1005/2016.

22.2 Authority to release

The authority having the right to release, vary, modify this restriction on use is Council.

23. Terms of positive covenant (rain water harvesting) numbered 19 in the Plan

23.1 Terms of positive covenant

(a) The registered proprietor of the lot(s) hereby burdened will in respect of the system:

(i) Keep the system clean and free from silt, rubbish and debris;

(ii) Maintain and repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe and efficient manner;

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

(iv) Comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

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

(i) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to above; and

(ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:

(A) Any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.

(B) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

(c) This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

(d) For the purposes of this covenant, "the system" means the stormwater treatment measures/ water sensitive urban design elements constructed on the land as detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No. C7A396A3 on 29 May 2018, including all the infiltration systems, porous pavement, sediment basins, bio-retention swales, bio-retention basins, rain gardens, landscaped or vegetated swales, vegetated buffers, swale/ buffer systems, sand filter, wetlands, ponds, retarding basins, aquifer storage and recovery, rainwater reuse tanks, stormwater reuse tanks, gross pollutant traps, pit inserts, silt/ oil arrestors or other proprietary products including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins or surfaces graded to direct stormwater to the stormwater treatment measures/ water sensitive urban design elements.

A copy of this certificate is held on Council File No. DA1005/2016.

23.2 Authority to release

The authority having the right to release, vary, modify this positive covenant is Council.

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

Plan:

DP1260687

Plan of subdivision of Lot 13 in DP1217641
Covered by Subdivision Certificate No. SC/38/2020

24. Terms of restriction on the use of land (rain water harvesting) numbered 20 in the Plan

24.1 Terms of restriction

(a) The registered proprietor shall not make or permit or suffer the making of any alterations to any stormwater treatment measures/ water sensitive urban design elements which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of City of Parramatta Council.

The expression "stormwater treatment measures/ water sensitive urban design elements" means the infiltration systems, porous pavement, sediment basins, bio-retention swales, bio-retention basins, rain gardens, landscaped or vegetated swales, vegetated buffers, swale/ buffer systems, sand filter, wetlands, ponds, retarding basins, aquifer storage and recovery, rainwater reuse tanks, stormwater reuse tanks, gross pollutant traps, pit inserts, silt/oil arrestors or other proprietary products including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins or surfaces graded to direct stormwater to the stormwater treatment measures/ water sensitive urban design elements.

(b) The stormwater treatment measures/ water sensitive urban design elements is detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No. C7A396A3 on 29 May 2018. A copy of this Construction Certificate is held on Council File No. DA1005/2016.

24.2 Authority to release

The person having the right to release, vary, modify this restriction is Council.

Council authorised delegate

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

Plan:

DP1260687

Plan of subdivision of Lot 13 in DP1217641
Covered by Subdivision Certificate No. SC/38/2020

SIGNING PAGES

Signed on behalf of **Australia YMCI Pty Limited**
ACN 607 884 711 pursuant to section 127
Corporations Act 2001, by:

Secretary/Director

Print name

Director

ZHENGTAO TAN
Print name

Signed by
~~as attorney for of **Australia YMCI Pty Limited**~~
ACN 607 884, under power of attorney registered
book no.
in the presence of:

Witness

Print name

~~Print address~~

Attorney

Name

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

Council authorised delegate

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

Plan:
DP1260687

Plan of subdivision of Lot 13 in DP1217641
Covered by Subdivision Certificate No. SC/30/2020

Mortgagee/s

~~**Signed** on behalf of~~ **FCCD (Australia) Pty Limited ACN 134 182 380** pursuant to section 127 *Corporations Act 2001*, by:

Secretary/Director

Print name

Director

Print name

Signed by
as attorney for of **FCCD (Australia) Pty Limited ACN 134 182 380**, under power of attorney registered book 4558 no. 580 in the presence of:

Witness

GEOFFREY ZIMAN
Print name

1 MACQUARIE PLACE, SYDNEY
Print address

Attorney

DAVID KELLEHER
Name

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

Council authorised delegate

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

Plan:

DP1260687

Plan of subdivision of Lot 13 in DP1217641
Covered by Subdivision Certificate No. SC138/2020

Council

Executed on behalf of the **City of Parramatta Council** by its Authorised Delegate pursuant to Sec 377 of the Local Government Act 1993.

Authorised Delegate

CLAIRE STEPHENS.

Print name

MGR- DEV. ASSESS

Position

I certify that I am an eligible witness and that the delegate signed in my presence

Witness

SHAUN HEHIR

Print name

126 CHURCH STREET PARRAMATTA

Address

REGISTERED 07.09.2020

Council authorised delegate

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

DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

Full name and address of the owner of the land

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

Part 1

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

Schedule of Lots etc Affected

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

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

Schedule of Lots etc Affected

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

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

Signed for and on behalf of BC [illegible] PTY LTD
Common Seal
DIRECTOR
SECRETARY

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

DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

Full name and address of the owner of the land

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

PART 2

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

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

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

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

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

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

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

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

Signed for and on behalf of [redacted]
DIRECTOR
SECRETARY

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

DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

Full name and address of the owner of the land

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

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

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

   b) ensure that all work is done properly;

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

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

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

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

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

Signed for and on behalf of
DIRECTOR
SECRETARY

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

DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

Full name and address of the owner of the land

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

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

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

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

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

12. Definitions

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

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

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

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

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

Common Seal

Signed for and on behalf of OLYMPIC CO-ORDINATION AUTHORITY

THE COMMON SEAL OF THE OLYMPIC CO-ORDINATION AUTHORITY WAS AFFIXED IN THE PRESENCE OF THE NSW GOVERNMENT

BY

DIRECTOR OF ENGINEERING

Signed for and on behalf of IBC Homebush PTY LTD

DIRECTOR

SECRETARY

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

DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

Full name and address of the owner of the land

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

2. Terms of easement secondly referred to in abovementioned plan

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

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

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

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

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

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

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

COMMON SEAL OF OLYMPIC CO-ORDINATION AUTHORITY NEW GOVERNMENT

Signed for and on behalf of [illegible] PTY LTD A.C.N. [illegible] by its DIRECTOR / SECRETARY

Common Seal

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

DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

Full name and address of the owner of the land

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

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

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

   b) ensure that all work is done properly;

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

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

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

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

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

Signed for and on behalf of IBC
DIRECTOR
SECRETARY

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

DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

Full name and address of the owner of the land

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

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

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

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

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

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

13. Definitions

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

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

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

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

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

22-06-2001

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

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

Common Seal

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919

Plan of Subdivision of Lot 6001 DP 1018860
covered by Subdivision Certificate No. SUB 2/03

DP1063407

Full Name and Address of the Registered Proprietor of the Land:

SYDNEY OLYMPIC PARK AUTHORITY
7 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127

PART 1A

1.	**Identity of Easement to be released firstly referred to in abovementioned plan**	That part of the Right of Carriageway Variable Width (EA) in Deposited Plan 1030892 being within the land to be dedicated as public road to Auburn Council in this plan

SCHEDULE OF LOTS AFFECTED

Lot Burdened	Authority Benefited
Land to be dedicated as public road to Auburn Council in this plan (being Part Lot 6001 Deposited Plan 1018860)	Auburn Council

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

SYDNEY OLYMPIC PARK AUTHORITY THE Common Seal OF NSW GOVERNMENT

Bryan Hardman

(Signature of Witness)

BRYAN HARDMAN.

(Name of Witness in full)
7 FIGTREE DRIVE
SYDNEY OLYMPIC PARK 2127

SOPA by its Delegate

Terrence C. MARTIN.

HILL ROAD WIDENING

JC KB

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919

Lengths are in metres

Plan of Subdivision of Lot 6001 DP 1018860 covered by Subdivision Certificate No.

DP1063407

Authorised Person, Auburn Council, in the presence of:

Auburn Council by its Authorised Person

(Signature of Witness)

(Name of Witness in full)

Executed by **IBC Homebush Pty Ltd** pursuant to Section 127 of the Corporations Act 2001 and in accordance with its Constitution:

Director PETER HURLEY

~~Director~~ Secretary JULIAN DAY

HILL ROAD WIDENING

REGISTERED 27.01.04

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AD627184N

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

POSITIVE COVENANT

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

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

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

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

(B) **LODGED BY**

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

(C) **REGISTERED PROPRIETOR**

TRUST COMPANY LIMITED A C N 004 027 749

(D) **LESSEE MORTGAGEE or CHARGEE**

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

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

(E) **PRESCRIBED AUTHORITY**

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

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

DATE 6/12/2007

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

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

Signature of witness:

Name of witness: SIVA SIVAKUMAR

Address of witness: 1 SUSAN ST AUBURN 2144

Signature of authorised officer:

Name of authorised officer: GLENN FRANCIS

Position of authorised officer: MANAGER DEVELOPMENT ASSESSMENT.

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

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

Signature of witness:

Name of witness: MARY ZHAO

Address of witness: Level 3, 35 Clarence Street
Sydney, NSW 2000

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

Signature of authorised officer:

Authorised officer's name: JOHN NEWBY

Authority of officer: Attorney

Signing on behalf of: Trust Company Limited

Book 4279 No. 670.

(H) **Consent of the mortgagee**

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

Signature of witness:

Name of witness:

Address of witness:

Signature of mortgagee:

AD 247972 – FT 19/11.

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Annexure "A" to Positive Covenant

Parties: Trust Company Limited and Auburn Council

Date: 6 December 2007

1. TERMS OF POSITIVE COVENANT

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

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

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

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

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

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

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

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

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

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

1.4 In this Covenant "Council" means Auburn Council.

2. LIMITATION OF LANDLORD'S LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Trust means Macquarie Industrial Trust.

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

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

3. LIMITATION OF THE TRUSTEE'S LIABILITY

3.1 Capacity

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

3.2 Limitation

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

(a) under or in connection with this Deed;

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

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

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

3.3 Acknowledgment of Limitations

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

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

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

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

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

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

3.4 Exception

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

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

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

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

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

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

.....
Signature of Witness

MARY ZHAO
.....
Name of Witness

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

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

.....
Signature of Attorney

JOHN NEWBY
.....
Attorney's Name

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

Power of Attorney – Book. 4279 No. 670

GLENN FRANCIS
.....
Authorised Person
Auburn Council

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CONSENT OF MORTGAGEE

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

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

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

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

.....
Signature of Attorney

.....
Attorney's Name

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

Power of Attorney – Book. _____ No. _____

CONSENT OF THE LESSEE

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

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

.....
Signature of Witness

MARY ZHAO
.....
Name of Witness

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

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

.....
Signature of Attorney

JOHN NEWBY
.....
Attorney's Name

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

Power of Attorney – Book. 4279 No. 670

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

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

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

NOTES :

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

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

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TEL 02 . 9487 . 5777
FAX 02 . 9487 . 5733
E-mail: michael@michaelfrost.com.au
MICHAEL FROST & ASSOCIATES PTY LTD
ABN 58 003 297 578
PO Box 795
HORNSBY
NSW 1630

Our Ref: 06014 – L013

Feburary 26, 2007.

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

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

Dear Sir/Madam

RE: TOLL IN2STORE – MAINTENCE SCHEDULE (OSD)

SUBJECT PREMISES 15 CARTER STREET, HOMEBUSH BAY

DEVELOPMENT APPLICATION DA-65/2006

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

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

Signature:

Yours faithfully
MICHAEL FROST & ASSOCIATES PTY LTD

MICHAEL FROST
DIRECTOR

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

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

DP1219394 B

Plan of Easement over Lot 2 in DP234801

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

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain water 2 wide and variable width (L5)	LOT 2 IN DP234801	Lot 25 in DP225350
2	Easement to drain water 2 wide and variable width (M5)	LOT 2 IN DP234801	Lot 25 in DP225350

Part 2 (Terms)

1 Definitions

In this Instrument, unless the context otherwise requires:

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

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

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

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

Easement Site in relation to an Easement, means:

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

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

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

Australia YMCI Pty Limited

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

DP1219394

Plan of Easement over Lot 2 in DP234801

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

Grantee means:

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

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

Grantor means:

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

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

Instrument means this s88B instrument.

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

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

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

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

Plan means the plan to which this Instrument relates.

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

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

2 Construction

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

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

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

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

Australia YMCI Pty Limited

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

DP1219394

Plan of Easement over Lot 2 in DP234801

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

2.2 Each Grantor and Grantee:

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

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

2.3 Headings do not affect the interpretation of this document.

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

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

3.1 Full and free right for the Grantee and every person authorised by the Grantee, from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities through the Easement Site, together with the right to use, for the purposes of this Easement, any line of pipes already laid within the Easement Site for the purpose of drainage water or any pipe or pipes in replacement or in substitution therefore and together with the right for the Grantee and every person authorised by the Grantee, with any tools, implements, or machinery, necessary for the purpose, to enter upon the Lot Burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to such extent as may be necessary provided that the Grantee and the persons authorised by the Grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Lot Burdened and will restore that surface as nearly as practicable to its original condition, and the Grantee must give the Grantor 14 days notice before exercising any of the rights conferred by this Easement except in the case of emergency maintenance and repairs to the line of pipes and associated structures.

3.2 The Grantor hereby covenants with the Grantee that it will not do permit of suffer any act, deed, matter or thing whereby the said line of pipes shall or shall be likely to become injured or damaged or whereby the Grantee and those authorised by the Grantee shall be prevented from or hampered in constructing, maintaining, repairing or cleansing the said line of pipes or any part thereof nor interfere with the free flow of passage of soil or water through the said line of pipes and will not erect or permit to be erected any structure of any kind or description on the Easement Site without prior consent in writing to the Grantee being first had and obtained.

3.3 The Grantor indemnifies the Grantee from and against all actions claims, demands, losses in respect of or arising from any inadequacy, blockage or surcharging of the pipeline within the Easement Site causing damage thereto and/or adjacent or surrounding properties.

Australia YMCI Pty Limited

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

DP1219394

Plan of Easement over Lot 2 in DP234801

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

NAME OF PERSON, CORPORATION OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THIS EASEMENT, RESTRICTION OR POSITIVE COVENANT:

Auburn City Council

4 Terms of easement to drain water 2 wide and variable width numbered M5 in the Plan

4.1 Where downpipes and drainage pipes are installed in the Easement Site on the Burdened Lot servicing the Benefited Lot, the Grantee:

(a) may drain water from any gutters or pipes within the Easement Site ; and

(b) do anything reasonably necessary for that purpose including:

(i) entering the Burdened Lot, and

(ii) taking anything onto the Burdened Lot;

(iii) using any existing line of pipes; and

(iv) carrying out work such as maintaining, repairing and replacing any of the downpipes, stormwater pipes or equipment.

6.2 In exercising those powers, the Grantee must:

(a) ensure all work is done properly, and

(b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Burdened Lot, and

(c) cause as little damage as is practicable to the Burdened Lot and any improvement on it, and

(d) restore the Burdened Lot as nearly as is practicable to its former condition, and

(e) make good any collateral damage; and

(f) comply with statute law pertaining to the use of the Burdened Lot for the permitted purpose under this Easement.

6.3 Subject to the conditions in this Easement, the Grantor must keep the downpipes and drainage pipes in good repair.

6.4 All reasonable costs incurred by the Grantor are to be shared equally between the Grantee and Grantor of the respective downpipes and drainage pipes. These costs are to be payable to the Grantor on demand.

Australia YMCI Pty Limited

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

DP1219394

Plan of Easement over Lot 2 in DP234801

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

6.5 If the Grantor does not keep the downpipes and drainage pipes in good repair, the Grantee may enter the Easement Site with all necessary equipment and repair the downpipes and drainage pipes and all reasonable costs incurred by the Grantee are to be shared equally between the Grantor and the Grantee of the respective downpipes and drainage pipes. These costs are to be payable to the Grantee who repaired the Easement on demand.

NAME OF PERSON, CORPORATION OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THIS EASEMENT, RESTRICTION OR POSITIVE COVENANT:

Auburn City Council

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **Australia YMCI Pty Limited ACN 607 884 711**

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: ..... Signature of authorised person: .....

Name of authorised person: RUI PAN Name of authorised person: PAN XU

Office held: DIRECTOR Office held: DIRECTOR

REGISTERED 20.6.2016

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Australia YMCI Pty Limited

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AQ370196J

Form: 13PC
Licence: 01-06-037
Licensee: Colin Biggers & Paisley Pty Ltd
Release: 3.1

POSITIVE COVENANT

New South Wales

Sections 88E(3) Conveyancing Act 1919

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**

1/1260687, 2/1260687, 3/1260687, 4/1260687, 6/1260687, 7/1260687, 8/1260687
Being Part 13/1217641

(B) **LODGED BY**

Document Collection Box	Name, Address or DX and Telephone	CODE
115F	**LLPN:** 123055 K **COLIN BIGGERS & PAISLEY PTY LTD** LEVEL 42, 2 PARK STREET, SYDNEY Ref: MVK:1904567	PC

(C) **REGISTERED PROPRIETOR**

Australia YMCI Pty Ltd ACN 607 884 711

(D) **LESSEE MORTGAGEE or CHARGEE**

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

Nature of Interest	Number of Instrument	Name
Mortgage	AN936143	FCCD (Australia) Nominee Pty Limited ACN 134 182 380.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
City of Parramatta Council

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

DATE 20 / 05 / 2020
dd / mm / yyyy

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

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

Signature of witness: Beleven

Name of witness: Brad Roeleven

Address of witness: City Significant Dev - DTS Executive Planner

Signature of authorised officer: **see execution page** 5

Name of authorised officer: MARK GEOFF

Position of authorised officer: GROUP MANAGER - DEVELOPMENT & TRAFFIC

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

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: Australia YMCI Pty Ltd
Authority:

Signature of authorised person:

Name of authorised person:
Office held:

Signature of authorised person: **see execution page** Page 6.

Name of authorised person:
Office held:

(H) **Consent of the mortgagee**

The mortgagee under Mortgage Number AN936143, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence:

Signature of witness:

Name of witness: GEOFFREY ZIMAN

Address of witness: 1 MACQUARIE PLACE SYDNEY

Signature of mortgagee:

13789856_1

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Annexure A to Positive Covenant (13PC)

This is **Annexure A** to a Positive Covenant created under s 88E of the Conveyancing Act 1919.

CITY OF PARRAMATTA COUNCIL ("Prescribed Authority"); being a prescribed authority within the meaning of section 88E(1) of the Conveyancing Act, 1919 orders that a public positive covenant on the terms set out in this and the following 5 pages be registered on the title to lots 1/1260687, 2/1260687, 3/1260687, 4/1260687, 6/1260687, 7/1260687, 8/1260687.

DATED:

1. Definitions and interpretation

1.1 Definitions

Unless the context otherwise requires:

Act means the *Sydney Olympic Park Authority Act 2001* (NSW).

Event means any cultural, sporting, educational, commercial, tourist, recreational or entertainment activity or any other activity which SOPA may promote, co-ordinate, organise, manage, undertake, secure, provide or conduct in the exercise of its functions under the Act from time to time.

Land means the land contained in the following folio identifiers 1/1260687, 2/1260687, 3/1260687, 4/1260687, 6/1260687, 7/1260687, 8/1260687

Owner means every person at any time entitled to an estate or interest in the Land, including:

(a) any freehold or leasehold estate or interest in possession in the Land; and

(b) any interest as the registered-proprietor, lessee or occupier of a lot in a community scheme under the *Community Land Management Act 1989* (NSW) or strata scheme under the *Strata Schemes (Freehold Development) Act 1973* (NSW) within which scheme the Land is a common property lot or community property lot.

Sydney Olympic Park has the meaning it bears in the Act.

SOPA means Sydney Olympic Park Authority and:

(a) any person appointed to replace or administer it or to carry out its functions; and

(b) the Minister responsible for Sydney Olympic Park Authority or any administrator or replacement of it.

1.2 Interpretation

Unless the contrary intention appears:

(a) a reference to this public positive covenant or another instrument includes any variation or replacement of them;

(b) a reference to a person includes the person's executors, administrators, successors and permitted assigns;

(c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

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(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 onto items of a similar kind.

2. Obligations of the Owner

2.1 Each Owner:

(a) acknowledges that the use of Sydney Olympic Park by the Prescribed Authority and/or SOPA in the exercise of its statutory functions in relation to Events may affect the Owner's use and enjoyment of the Land (or, if the Land is a community property lot or common property lot, the Owner's use and enjoyment of any land in which Owner has an interest within the community scheme or strata scheme of which that community property lot or common property lot forms part), including affectations caused by the matters referred to in clauses 2.2, 2.3 and 2.4; and

(b) agrees to be bound by the terms of this positive covenant in favour of the Prescribed Authority.

2.2 Noise and lighting

(a) During any Event (including during preparation for, and dismantling and removal of facilities and equipment and rubbish after, an Event) noise levels (including noise caused by crowds, amplified music and voices, broadcast announcements, alarms, sirens, pyrotechnic displays, helicopters, security patrols, traffic and animals) may exceed legal requirements and occur at times normally subject to noise restrictions.

(b) Events may be illuminated by, or may incorporate the use of, normal lighting or high intensity lighting including floodlighting, spotlighting, laser lighting and other forms of illumination.

(c) Each Owner covenants that it will not complain in any forum about, or seek to make any claim or institute any action against, the Prescribed Authority, SOPA 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:

1

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(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 in the Sydney Olympic Park.

Each Owner covenants that it will not complain in any forum about, or seek to make any claim or institute any action against, the Prescribed Authority, SOPA or any other person for any disturbance, inconvenience, nuisance, disruption or economic loss arising from the above restrictions on vehicle or pedestrian access provided that pedestrian and vehicular access remains available at all times to the Land via an accessible route.

2.4 Security

If security is required for an Event:

(a) security checks of persons and vehicles may be required for access to any area within Sydney Olympic Park designated by the Prescribed Authority and/or SOPA as a secure area for the purposes of the Event; and

(b) searches of vehicles, persons and goods may be undertaken on every entry into any designated secure area; and

(c) access to designated secure areas may only be available to persons accredited in relation to the Event.

Each Owner covenants that it will not complain in any forum about, or seek to make any claim or institute any action against, the Prescribed Authority, SOPA or any other person for any disturbance, inconvenience, nuisance, disruption or economic loss arising from implementation by any person of any of the above security measures.

3. Rights and powers of Prescribed Authority

The rights and powers of the Prescribed Authority under this public positive covenant are in addition to and not in substitution for the rights and powers of the Prescribed Authority under Part 6 Division 4 of theABN Conveyancing Act, 1919.

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This public positive covenant is made under section 88E of the Conveyancing Act, 1919.

We certify this dealing correct for the purposes of the Real Property Act, 1900.

Signed on behalf of **City of Parramatta Council** (ABN 49 907 174 773) by its authorised delegate pursuant to section 377 of the *Local Government Act* 1993 in the presence of:

Signature of witness	Signature of authorised delegate
Brad Roeleven	MARK LAOTTA
Name of witness	Name of authorised delegate
Executive Planner City Significant Development – DTSU	GROUP MANAGER – DEVELOPMENT & TRAFFIC
Address of witness	Position of authorised delegate

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We certify this dealing correct for the purposes of the Real Property Act, 1900.

Signed by **Australia YMCI** under s.127(1) of the *Corporations Act 2001*

sign	sign
DIRECTOR	DIRECTOR
office (director or secretary)	office (director ~~or secretary~~)
QIANG KUI	ZHENGTAO TAN
full name	full name

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We certify this dealing correct for the purposes of the Real Property Act, 1900.

Signed on behalf of
FCCD (Australia) Pty Limited

sign (authorised person)

sign (witness)

the witness states that he or she is not a party and was present when the authorised person signed

DIRECTOR
title (authorised person)

GEOFFREY ZIMAN
full name (witness)

DAVID KELLEHER
full name (authorised person)

1 MACQUARIE PLACE, SYDNEY
address (witness)

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ePlan

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

Plan: DP1262759

Plan of easements within lots 2, 3, 4, 5 and 6 in DP1260687 and lease of substation premises No, S77886 within lot 3 in DP1260687

PART 1 – CREATION

Full name and address of proprietors of the land:

Australia YMCI Pty Limited
ACN 607 884 711
Suite 36.01, Level 36
201 Elizabeth Street
Sydney NSW 2000

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s): 2 & 3	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for electricity and other purposes variable width (limited in stratum) (B)	Lot 3 in DP1260687	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
2.	Right of carriageway variable width (limited in stratum) (C)	Lots 2 and 3 in DP1260687	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
3.	Easement for electricity and other purposes 3.3 wide (D)	Lots 2 and 4 in DP1260687 Lot 6 in DP1260687	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
4.	Easement for electricity and other purposes 0.725 wide (E)	Lot 2 in DP1260687	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
5.	Easement for electricity and other purposes *~~variable width (limited in stratum) (F)~~ (WHOLE OF LOT)	Lot 5 in DP1260687	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

*MACP 26/10/2020

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ePlan

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

Plan: DP1262759

Plan of easements within lots 2, 3, 4, 5 and 6 in DP1260687 and lease of substation premises No, S77886 within lot 3 in DP1260687

PART 2 – TERMS

1. Terms of easement for electricity and other purposes variable width (limited in stratum) (B) numbered 1 in the Plan

1.1 Grant of easement

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

2. Terms of right of carriageway variable width (limited in stratum) (C) numbered 2 in the Plan

2.1 Grant of easement

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.

3. Terms of easement for electricity and other purposes 3.3 wide (D) numbered 3 in the Plan

3.1 Grant of easement

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

4. Terms of easement for electricity and other purposes 0.725 wide (E) numbered 4 in the Plan

4.1 Grant of easement

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

5. Terms of easement for electricity and other purposes ~~variable width (limited in stratum)~~ (WHOLE OF LOT) (F) numbered 5 in the Plan

5.1 Grant of easement

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

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

Plan: DP1262759

Plan of easements within lots 2, 3, 4, 5 and 6 in DP1260687 and lease of substation premises No, S77886 within lot 3 in DP1260687

5.2 Extinguishment

(a) The rights under this easement terminate on the date of dedication to Parramatta City Council of a public road or public way within any part of the lot burdened (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.

(b) Upon satisfaction of the Sunset Event, and on request of the owner of the lot burdened this easement will be extinguished and removed from the title of the lot burdened.

(c) The owner of the lot benefited consents to the unilateral request by the owner of the lot burdened for the extinguishment of this easement and its removal from the title of the lot burdened and acknowledges that the easement can be so extinguished without it being a party to the extinguishment request or providing its consent.

(d) Notwithstanding, if the owner of the lot benefited is requested by the owner of the lot burdened to do so, the owner of the lot benefited must do all things requested by the owner of the lot burdened (including making application to the NSW Land Registry Services) to enable the removal of the record of this easement from the title of the lot burdened.

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ePlan

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

Plan: DP1262759

Plan of easements within lots 2, 3, 4, 5 and 6 in DP1260687 and lease of substation premises No, S77886 within lot 3 in DP1260687

Execution

Signed on behalf of **Australia YMCI Pty Limited ACN 607 884 711** pursuant to section 127 *Corporations Act 2001*, by:

Secretary/Director

ZHANG KUN
Print name

Director

ZHENGTAO TAN
Print name

Signed by
as attorney for of **Australia YMCI Pty Limited ACN 607 884**, under power of attorney registered book no.
in the presence of:

Witness

Print name

Print address

Attorney

Name

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

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ePlan

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

Plan: DP1262759

Plan of easements within lots 2, 3, 4, 5 and 6 in DP1260687 and lease of substation premises No, S77886 within lot 3 in DP1260687

Mortgagee

Executed by Shiny Marble Opportunity III Limited ARBN 638 209 748 by being signed by its attorney HENRY GEORGE SELF under power of attorney dated 25 September 2020 registered book no. in the presence of:

Witness

Corey Pruelli

Name of witness (print)

Level 9, 8-12 Chifley Square

Sydney. NSW 1000

Address of witness (print)

HENRY GEORGE SELF

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

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ePlan

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

Plan: DP1262759

Plan of easements within lots 2, 3, 4, 5 and 6 in DP1260687 and lease of substation premises No, S77886 within lot 3 in DP1260687

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 and 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

sign here ▶		*sign here* ▶	
Attorney		Attorney	
print name	Nigel Lowry	*print name*	Rob Amphlett Lewis
Date electronic signature affixed	23 September 2020	*Date electronic signature affixed*	23 September 2020
	I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]		I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]
	S. Daley		
Signature of Witness		Signature of Witness	
print name	Sharon Daley	*print name*	Colette Elysee-Lyons
print address	24 Campbell Street, Sydney	*print address*	24 Campbell Street, Sydney
Date electronic signature affixed	23 September 2020	*Date electronic signature affixed*	23 September 2020

REGISTERED 26/10/2020

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Lodger Details

Lodger Code	504981W
Name	SPECTRUM CLIENT SOLUTIONS
Address	GPO BOX 2453 SYDNEY 2001
Lodger Box	390G
Email	ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference	PAUL BOONZAAIER

Land Registry Document Identification

AS288623

STAMP DUTY:

Request (11R)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP101329	N	

Applicant

SPECTRUM SOLUTIONS PTY LIMITED ABN 60152116393ACN 152116393
Registered company

Document Type

Request (11R)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	SPECTRUM SOLUTIONS PTY LIMITED
Signer Name	ANDREW WILLIAM MCNEILL
Signer Organisation	SPECTRUM SOLUTIONS PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	07/07/2022

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Request

LAND REGISTRY SERVICES

NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * 46 -

**Insert, from the Lodgment Rules exceptions list, the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules

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Form: 11R
Edition: 1708
Extracted from NSW LRS Website
Firm Name: Dentons Australia

REQUEST

New South Wales
Real Property Act 1900

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

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) STAMP DUTY

If applicable, Revenue NSW use only

(B) TORRENS TITLE

CP/SP101329

(C) REGISTERED DEALING

Number	Torrens Title

(D) LODGED BY

Document Collection Box	Name, Address or DX, Telephone and Customer Account Number if any	CODE
390G	SPECTRUM CLIENT SOL 131493N Reference (optional): Paul Boonzaaier	R

(E) APPLICANT

The Owners – Strata Plan No. 101329

(F) NATURE OF REQUEST

Recording, pursuant to section 246 of the Strata Schemes Management Act 2015, of an order to allocate unit entitlements made by the Tribunal pursuant to section 236 of the Strata Schemes Management Act 2015.

(G) TEXT OF REQUEST

Pursuant to section 246 of the Strata Schemes Management Act 2015, to record an order made by the Tribunal on 11 May 2022 under section 236 of the Strata Schemes Management Act 2015, which is document 1 in Annexure A, to allocate the unit entitlements of the Lots in Strata Plan No. 101329 in accordance with the 'Revised Strata Unit Entitlement' as set out in the Valuation Report of Jones Lang Lasalle Advisory Services Pty Ltd dated 21 November 2021 at ages 4, 5 and 6 of that report which is document 2 in Annexure A.

DATE 29 / 06 / 2022
dd / mm / yyyy

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation*

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

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(H)

Certified correct for the purposes of the Real Property Act 1900 by the applicant.

The seal of **The Owners - Strata Plan No 101329** was affixed on 29-06-2022 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	Authority
	SUZI BELLAS	STRATA MANAGER
Signature	Name	Authority

THE OWNERS OF STRATA PLAN NO 101329 ★ Common Seal

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*
The applicant / applicant's solicitor / applicant's agent certifies that the eNOS data relevant to this dealing has been submitted and stored
under eNOS ID No. [ ] Full name: ..... Signature: .....

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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Annexure A to Request

Request to: **Record a Tribunal order pursuant to section 246 of the Strata Schemes Management Act 2015**

Request By: **The Owners – Strata Plan No. 101329**

Annexed documents:

1. Tribunal order made on 11 May 2022
2. Valuation Report of Jones Lang Lasalle Advisory Services Pty Ltd dated 21 November 2021

sb

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NCAT
NSW Civil &
Administrative Tribunal
Consumer and Commercial Division

The Owners - Strata Plan 101329
C/-Netstrata - Suzi Bellas
PO BOX 265
HURSTVILLE BC NSW 1481

File No: SC 22/02932
Quote in all enquiries
eNumber: 311111DD10

Application to the Tribunal concerning 2 Honeyeater Street LIDCOMBE NSW 2141 Australia - SP101329

Please refer to the attached certified true copy of the Tribunal orders made on 11 May 2022 for lodgement with the Registrar General of the NSW Land Registry Services.

M Marquez
Deputy Divisional Registrar
16/05/22

Level 14 Civic Tower, 66 Goulburn Street, SYDNEY NSW 2000
GPO Box 4005, SYDNEY NSW 2001
ccdsydney@ncat.nsw.gov.au
Direct Ph: 9307 6496 Toll free Ph: 1300 006 228 Fax: 9307 6301
www.ncat.nsw.gov.au

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NCAT
NSW Civil &
Administrative Tribunal
Consumer and Commercial Division

NOTICE OF ORDER

The Owners - Strata Plan 101329
suzi.bellas@netstrata.com.au

File No: SC 22/02932
Quote in all enquiries
eNumber: 311111DD10

Application to the Tribunal concerning 2 Honeyeater Street LIDCOMBE NSW 2141 Australia - SP101329

This is a certified true copy of the order
For Registrar
Date: 16 MAY 2022
NSW CIVIL & ADMINISTRATIVE TRIBUNAL

Applicant: The Owners - Strata Plan 101329
Respondent: Australia YMCI PTY LTD

On 11-May-2022 the following orders were made:

1. The Tribunal finds the allocation of the unit entitlements upon registration of the Strata Plan No 101329 on 21 December 2020 to be unreasonable and makes an order under s 236 of the Strata Schemes Management Act 2015 NSW to allocate the unit entitlements of the Lots in Strata Plan No 101329 in accordance with the 'Revised Strata Unit Entitlement', as set out in the Valuation Report of Jones Lang Lasalle Advisory Services Pty Ltd (JLL) dated 21 November 2021 at pages 4, 5 and 6 of the said JLL Report.

2. The Divisional Registrar is directed to provide the applicant with a certified copy of the above order to enable registration to be effected in the Land Titles Office.

3. On or before 11 August 2022, the applicant is to take all steps necessary on its part to achieve registration of the amended unit entitlements as set out in order 1 above.

Reasons for decision:

1. By application received by the Tribunal on 24 January 2022, the respondent, which is the sole lot owner in Strata Plan No 101329 at Lidcombe NSW (the Owners Corporation of the said strata scheme is named as the applicant), seeks an order re-allocating the unit entitlements among the 95 lots of the strata scheme.

2. On 23 February 2022, the Tribunal adjourned the application for formal hearing. The Tribunal has received a Valuation Report from Jones Lang Lasalle Advisory Services Pty Ltd (JLL) dated 21 November 2021 (JLL Valuation).

3. Today is the appointed time for the hearing and determination of the application. The Tribunal ordered on 23 February 2022, that the application could be determined on the papers without the attendance of parties: see s 50(2) of the Civil and Administrative Tribunal Act 2013 (NSW).

For further information about your rights and obligations in relation to this order please read NCAT's Rights and Obligations Guideline available on the NCAT website at www.ncat.nsw.gov.au

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4. The strata scheme accommodates a total of 95 residential apartments in an 11 storey building which sits above two levels of basement car parking. Three of the apartments (3.16%) are 1 bedroom, 1 bathroom and no car space; 13 of the apartments (13.68%) are 1 bedroom and 1 bathroom; 60 of the apartments (63.16%) are 2 bedroom and 2 bathroom; and 19 of the apartments (20%) are 3 bedrooms and 2 bathrooms.

5. The strata plan for the scheme was registered on 21 December 2020. There is no retail component within the strata scheme.

6. The unit entitlements are set at an aggregate of 10,000. The proposed revised allocation of unit entitlements is to address these matters:

(1) mathematical and typographical errors in respect of the original strata unit entitlement assessment which resulted in the incorrect allocation of unit entitlements across all lots within the strata scheme; and

(2) a calculation error by registered surveyor (Veris Australia Pty Ltd) in respect of the total strata area for both lot numbers 3 and 4.

7. The JLL Valuation (producing the revised allocation of units) has taken account of the matters in 6(1) and 6(2) above. The Valuation has also considered sales in the surrounding market.

8. The Tribunal has jurisdiction in this application to make orders re-allocating unit entitlements pursuant to s 236 of the Strata Schemes Management Act 2015 NSW ("SSMA").

9. I am satisfied that the application was made by the parties in accordance with s 236(3)(a) of the SSMA.

10. I am also satisfied that the application complies with s 236(4) of the SSMA, in that the parties have provided a certificate of valuation (i.e. the JLL Valuation) based upon the Valuer's opinion of market value and the appropriate apportionment of each unit within the scheme at the date of the registration of the scheme on 21 December 2020.

11. The circumstances under which an order may be made by the Tribunal are stated in s 236(1) of the SSMA, which provides:

"(1) The Tribunal may, on application, make an order allocating unit entitlements among the lots that are subject to a strata scheme in the manner specified in the order if the Tribunal considers that the allocation of unit entitlements among the lots:
(a) was unreasonable when the strata plan was registered or when a strata plan of subdivision was registered, or
(b) was unreasonable when a revised schedule of unit entitlement was lodged at the conclusion of a development scheme, or
(c) became unreasonable because of a change in the permitted land use, being a change (for example, because of a rezoning) in the ways in which the whole or any part of the parcel could lawfully be used, whether with or without planning approval. "

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This is a certified true copy of the order.

For Registrar
Date: 16 MAY 2022

NSW CIVIL & ADMINISTRATIVE TRIBUNAL

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12. Section 236(2) of the SSMA also states that in making a determination "the Tribunal is to have regard to the respective values of the lots and to such other matters as the Tribunal considers relevant".

13. In Isadella DIT Pty Ltd v The Owners - Strata Plan No 80988 [2015] NSWCATAP 210 the Appeal Panel referred to the task of the Tribunal when considering an application under s 183 of the 1996 Act. The Tribunal is satisfied that the same principles apply to the corresponding provision (s 236) in the SSMA.

14. Referring to the Court of Appeal in Sahade v The Owners - Strata Plan 62022 [2014] NSWCA 208, the Appeal Panel at [82] found that the making of an order in respect of allocation of unit entitlements involved a "staged process" as follows:

"(1) first the Tribunal must ascertain the respective values of the lots subject to the strata scheme
(2) secondly the Tribunal must determine whether, having regard to the respective values of the lots at the time the strata plan was registered, the allocation of unit entitlements at that time was unreasonable
(3) thirdly if the allocation was unreasonable at that time, the Tribunal must consider whether to make an order reallocating unit entitlements among the lots subject to the strata scheme".

15. Additionally the Tribunal must take the respective values of the lots into account as a fundamental element in determining whether the allocation of unit entitlements among the lots was unreasonable when the plan was registered. However the respective values of the lots is not the exclusive consideration and the Tribunal may have regard to other matters that show or tend to show that the allocation of unit entitlements among the lots was or was not unreasonable.

16. Finally, if the Tribunal finds that the original allocation of unit entitlements was unreasonable it has power to vary the allocation but is not bound to do so. Thus it may take other relevant factors into account in determining whether an order should be made varying the original allocation of unit entitlements: see Sahade [62] and [86]."

17. I have had regard to the only available valuation evidence provided in compliance with the SSMA, namely the JLL Valuation.

18. I am satisfied that the author of the JLL Valuation, Anthony Dundovic (Mr Dundovic), is a qualified valuer within the meaning of the Strata Schemes Development Act 2015 NSW , as required pursuant to s 236(5) of the SSMA.

19. On that evidence I am satisfied that the provisions of s 236(1)(a) of the SSMA have been met. I find on the basis of the expert opinion of Mr Dundovic in the JLLValuation that the allocation of unit entitlements among the lots of the strata scheme was unreasonable when the strata plan was registered on 21 December 2020.

20. The JLL Valuation has taken into account a number of factors, including the size of the units and each unit's amenities and comparable sales evidence, as well as the other "administrative errors" referred to in 6(1) and 6(2) above.

21. There is no other valuation evidence to the contrary. I accept Mr Dundovic's proposed schedule of unit entitlements as stated at pages 4, 5 and 6 of the JLL Valuation.

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For Registrar
Date: 16 MAY 2022

NSW CIVIL & ADMINISTRATIVE TRIBUNAL

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22. Therefore, I am satisfied on the available available evidence that the unit entitlements in the strata scheme should be allocated in terms of order 1.

23. I accept the evidence of Mr Zhengtao Tan (see affidavit sworn 28 February 2022) that there is no interested party other than the respondent and that the respondent accepts the recommendation of the revised strata unit entitlement in the JLL Valuation.

24. There are no other factors affecting the proper exercise of the Tribunal's discretion under s 236 of the SSMA. In the present circumstances I am satisfied that the Tribunal ought exercise its discretion and make orders for the adjustment of the unit entitlements in the manner sought by the parties.

25. Orders are made accordingly.

This is a certified true copy of the order.

For Registrar
Date: 16 MAY 2022

NSW CIVIL & ADMINISTRATIVE TRIBUNAL

D Charles, Senior Member

11/05/22

For further information about your rights and obligations in relation to this order please read NCAT's Rights and Obligations Guideline available on the NCAT website at www.ncat.nsw.gov.au

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Jones Lang LaSalle Advisory Services Pty Limited
ABN 56 003 262 600
Level 8 79 George Street
Parramatta NSW 2150
T +61 2 9806 2800 jll.com.au

29 November 2021

PRIVATE & CONFIDENTIAL

Mr Matt Loader
Senior Development Manager
YMCI Australia
Suite 1B, 29-33 Carter Street,
Lidcombe NSW 2141

Via E-mail: matt.loader@ymci.com.au

Re: Revised Unit Entitlement Report – SP101329 'Ovation Quarter' Building 3B2 – Carter Street, Lidcombe NSW

Dear Matt,

We refer to our ongoing discussions in relation to Strata Plan 101329 and specifically the requirement for a reassessment of individual strata unit entitlements (UE's) for the development known as 'Ovation Quarter' Building 3B2 – Carter Street, Lidcombe NSW (Subject Property) for and on behalf of a YMCI Australia.

To provide further context, on the 10 June 2020 Jones Lang LaSalle Advisory Services Pty Ltd issued a Unit Entitlement Assessment for the Subject Property. This strata unit entitlement assessment was valid as at the original inspection date, being 19 May 2020.

Original Strata Unit Entitlement Assessment

Lot No.	Unit Entitlement
1	146
2	150
3	160
4	123
5	97
6	102
7	101
8	68
9	68
10	93
11	93
12	96
13	123
14	124
15	98
16	103
17	102
18	69
19	63
20	94
21	94
22	97
23	124

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For Registrar
Date: 16 MAY 2022
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24	99
25	99
26	104
27	103
28	69
29	63
30	95
31	95
32	98
33	126
34	100
35	105
36	106
37	70
38	64
39	107
40	108
41	99
42	126
43	127
44	101
45	106
46	107
47	71
48	71
49	108
50	109
51	100
52	127
53	135
54	102
55	107
56	108
57	71
58	71
59	109
60	109
61	101
62	128
63	136
64	103
65	108
66	110
67	72

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For Registrar
Date: 16 MAY 2022

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68	72
69	111
70	111
71	103
72	130
73	110
74	107
75	104
76	110
77	110
78	73
79	73
80	112
81	112
82	104
83	108
84	105
85	111
86	166
87	160
88	113
89	105
90	106
91	112
92	169
93	162
94	114
95	106
AGGREGATE	10000

This is a certified true copy of the order.

For Registrar
Date: 16 MAY 2022

NSW CIVIL & ADMINISTRATIVE TRIBUNAL

It has now been brought to our attention that the allocation of unit entitlements was unreasonable among the lots within the strata scheme on the basis of: -

- Mathematical and typographical errors in respect of the Unit Entitlement Assessment completed by Jones Lang LaSalle Advisory Services Pty Ltd which resulted in the incorrect allocation of unit entitlements across all lots within the Strata Scheme; and
- A Calculation error by the Registered Surveyor (Veris Australia Pty Ltd) in respect of the Total Strata Area for both Lot Number 3 and 4.

As a result, we have completed a reassessment of individual strata unit entitlements (UE's) for the Subject Property.

Our assessment has been made in accordance with the requirements of the Strata Schemes Development Act 2015 and the Strata Schemes Development Regulation 2016. While all reasonable endeavours have been made to clarify the accuracy of the information provided, it is assumed that the information provided by YMCI Australia, consists of a full and frank disclosure of all information that is relevant.

Individual unit entitlements are contained within the tables that follow and have been based on our opinion of market value and the appropriate apportionment of each unit within the development.

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The value given herein is that of the market value of the Property as defined by the International Valuation Standards Committee (IVSC), and endorsed by the API and PINZ, which is as follows:

Market Value	The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

In undertaking our assessment of values for the various lots we have had regard to sales in the surrounding market. In doing so we have analysed the surrounding competition to the apartments and in particular we have had regard to market transactions for apartments that we have deemed to be relevant to the subject.

Description of Development

Building 3B2 accommodates a total of 95 residential apartments in an 11 storey building which sits above two (2) levels of basement car parking. A summary of the residential unit mix is provided below:-

Unit Type	No. Units	% of Units
1 Bed, 1 Bath, No Car	3	3.16%
1 Bed, 1 Bath	13	13.68%
2 Bed, 2 Bath	60	63.16%
3 Bed, 2 Bath	19	20.00%
Grand Total	95	100%

There is no retail component within the Strata Plan.

Revised Strata Unit Entitlement Assessment

Lot Number	Unit Entitlement
1	103
2	106
3	144
4	141
5	151
6	117
7	101
8	106
9	109
10	77
11	77
12	100
13	97
14	101
15	117
16	118
17	101
18	107
19	109
20	77
21	68
22	101

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For Registrar
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23	98
24	101
25	118
26	103
27	102
28	107
29	110
30	77
31	69
32	101
33	99
34	102
35	120
36	103
37	108
38	111
39	77
40	69
41	102
42	99
43	102
44	120
45	121
46	103
47	108
48	111
49	78
50	78
51	103
52	100
53	103
54	121
55	127
56	104
57	109
58	112
59	78
60	78
61	103
62	101
63	103
64	123
65	128
66	105
67	109
68	113
69	78

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70	78
71	104
72	101
73	104
74	124
75	111
76	109
77	105
78	110
79	113
80	79
81	79
82	105
83	102
84	105
85	109
86	106
87	111
88	151
89	144
90	103
91	105
92	107
93	111
94	154
95	147
AGGREGATE	10000

This is a certified true copy of the order.

For Registrar

Date: 16 MAY 2022

NSW CIVIL & ADMINISTRATIVE TRIBUNAL

Conclusion

Reliance on this assessment is permitted only:

1. by a party expressly identified by the report as being permitted to rely on it;
2. when the given party has received the report directly from JLL; and
3. for a purpose expressly identified by the report as being a permitted use of the report.

We thank you for your instructions in this matter and trust that the details provided are satisfactory to your requirements. Should you require any further assistance or have any queries regarding this matter, please do not hesitate to contact the underwriter.

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Yours faithfully,

Jones Lang LaSalle Advisory Services Pty Ltd

Anthony Dundovic AAPI
(Primary Valuer)
Director – Valuation Advisory, NSW
Certified Practicing Valuer

The opinion of value expressed in this report is that of the Primary Valuer who undertook this valuation [strata unit entitlement assessment] and who is the primary signatory on the report. That Valuer is Anthony Dundovic.

Should the addressee be or become aware of any issue or issues that cast doubt on or are in conflict with the conditions, qualifications or assumptions contained within this report, they must notify JLL in writing so that any conflicts may be considered and if appropriate, an amended report issued.

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This is a certified true copy of the order.

.....
For Registrar
Date: 16 MAY 2022

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Critical Assumptions, Conditions and Limitations

In addition to any other assumptions, conditions and limitations contained within this report, our valuation is based on the following:

- This strata unit entitlement assessment [Valuation] is current as at the date of valuation only 19 May 2020. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property). We do not accept liability for the losses arising from such subsequent changes in value. Without limiting the generality of the above, we do not assume any responsibility or accept any liability in circumstances where this valuation is relied upon after the expiration of 90 days from the date of valuation, or such earlier date if you become aware of any factors that have any effect on the valuation. However, it should be recognised that the 90 day reliance period does not guarantee the value for that period; it always remains a valuation at the date of valuation only.
- We do not accept liability for losses arising from such subsequent changes in value. Without limiting this statement, we do not accept any liability where this valuation is relied upon more than three months after the date of valuation, or earlier if you become aware of any factors that may have any effect on the valuation.
- This report is relevant at the date of valuation and to the circumstances prevailing at that time. However, within a changing economic environment experiencing fluctuations in interest rates, inflation levels, rents and global economic circumstances, acceptable returns on investment may, as a consequence, be susceptible to future variation.
- This strata unit entitlement assessment [Valuation] report does not purport to be a site or structural survey of the improvements, nor was any such survey undertaken.
- The assessed gross realisation and resulting unit entitlements are subject to the improvements being completed in a proper and workmanlike manner and that upon completion, detailed reports with respect to the structure and service installations of the improvements would not reveal any defects or inadequacies requiring expenditure.
- Satisfactory completion of the improvements in accordance with the plans, specifications and other construction details as provided including the confirmation of that satisfactory completion by an appropriate construction, engineering and/or quantity surveying expert.
- This strata unit entitlement assessment [Valuation] is subject to the subdivision registration occurring within standard development timeframes. Any delays in proceeding with the development could affect the values ascribed.
- While all endeavours have been made to clarify the accuracy of the information provided, this strata unit entitlement assessment [Valuation] is contingent upon all information provided by YMCI Australia or associated staff, consisting of a full and frank disclosure of all information that is relevant. Should any relevant information become available or was not supplied for the valuation, this should be referred to me for comment.
- We have relied on building areas and planning information as provided by the instructing party or its agents.
- We have relied on the land dimensions and areas as provided in the Deposited Plan, as searched and the Draft Strata Plan. In certain cases physical checking of land dimensions and areas is difficult or not practical due to proximity of adjoining buildings, steep terrain or inaccessible title boundaries. Jones Lang LaSalle accepts no responsibility if any of the land dimensions or the area shown on title or Strata areas provided are found to be incorrect.
- We assume good and marketable title, free of any encumbrances and easements not noted on title.
- This clause applies upon any request that this strata unit entitlement assessment [Valuation] be assigned to a party other than the intended recipients named herein. Notwithstanding anything else, including any agreement by JLL subsequent to this report's date that it will assign this strata unit entitlement assessment [Valuation]:
- This strata unit entitlement assessment [Valuation] is deemed not to be assigned unless the request for the assignment, confirmation, reissue or other act occurred within three months of the date of this strata unit entitlement assessment [Valuation].
- Any assignment is deemed to be in reliance upon, and is conditional upon, the assignee's acknowledgement that JLL:
  - has not re-inspected the Property prior to the assignment occurring;
  - has not undertaken further investigation or analysis as to any changes since the initial valuation; and
  - accepts no responsibility for reliance upon the initial valuation other than as a valuation of the Property as at the date of the initial valuation.
- JLL are participants in the Australian Property Institute (API) limited liability scheme. This scheme has been approved under Professional Standards legislation and is compulsory for all API members.
- Reliance on this assessment report is permitted only:
  1. by a party expressly identified by the report as being permitted to rely on it;
  2. when the given party has received the report directly from JLL; and
  3. for a purpose expressly identified by the report as being a permitted use of the report.
- Significant Valuation Uncertainty: The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020. We have seen global financial markets impacted and travel restrictions and recommendations being implemented by many countries, including Australia.
- The real estate market is being impacted by the uncertainty that the COVID-19 outbreak has caused. Market conditions are changing daily at present. As at the date of valuation we consider that there is a significant market uncertainty.
- This strata unit entitlement assessment [Valuation] is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value. Given the valuation uncertainty noted, we recommend that the user(s) of this report review this strata unit entitlement assessment periodically.

This is a certified true copy of the order.

For Registrar
Date: 16 MAY 2022

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Yours faithfully,

Jones Lang LaSalle Advisory Services Pty Ltd

Anthony Dundovic AAPI
(Primary Valuer)
Director – Valuation Advisory, NSW
Certified Practicing Valuer

The opinion of value expressed in this report is that of the Primary Valuer who undertook this valuation [strata unit entitlement assessment] and who is the primary signatory on the report. That Valuer is Anthony Dundovic.

Should the addressee be or become aware of any issue or issues that cast doubt on or are in conflict with the conditions, qualifications or assumptions contained within this report, they must notify JLL in writing so that any conflicts may be considered and if appropriate, an amended report issued.

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For Registrar
Date: 16 MAY 2022

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Lodger Details

Lodger Code	508387N
Name	MOIRS LAW
Address	280 RAILWAY PDE CARLTON 2218
Lodger Box	1W
Email	CONSOLIDATIONS@MOIRSLAW.COM.AU
Reference	230011

Land Registry Document Identification

AV541964

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

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Land Title Reference	Part Land Affected?	Land Description
CP/SP101329	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP101329

Other legal entity

Meeting Date

25/08/2025

Added by-law No.	
Details	Special By-Law 9, 10, 11
Repealed by-law No.	
Details	N/A
Amended by-law No.	
Details	N/A

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP101329
Signer Name	JAMES WILLIAM MOIR
Signer Organisation	MOIRS LAW PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	24/10/2025

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NETSTRATA

By-Laws

Electronic signature of me, Andrew Tunks, affixed by me, on 01/09/25 at 11:30 AM Property & Stock Agent Act 2002 Licence No 1361054

Strata Plan 101329

29-33 CARTER STREET LIDCOMBE "Annexure A"

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 21/12/2020

1 About the by-laws

1.1 Purpose of the by-laws
The by-laws regulate the day-to-day management and operation of the Strata Scheme. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment.
1.2 Who must comply with the by-laws?
Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws

2 Strata Management Statement

2.1 Purpose
The Strata Management Statement regulates the management and operational issues affecting the Building and the various components of Ovation Quarter Stage 1. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:
(a) requirements for the use and operation of Shared Facilities; and
(b) the apportionment of costs for Shared Facilities; and
(c) insurance requirements.

2.2 Who must comply with the Strata Management Statement
You and the Owners Corporation must comply with the Strata Management Statement.

2.3 Copies of the Strata Management Statement
You should contact the Strata Manager if you would like a copy of the Strata Management Statement, at your cost.

2.4 Building Management Committee
(a) The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Strata Scheme and the various components of Ovation Quarter Stage 1. The Owners Corporation is a member of the Building Management Committee.
(b) The Strata Committee is authorised to appoint a representative to represent and vote for the Owners Corporation at meetings of the Building Management Committee. That representative may be a member of the Strata Committee. If the Strata Committee does not appoint a representative, the Owners Corporation must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee.

2.5 Consents under the Strata Management Statement
Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

2.6 Inconsistencies between the by-laws and the Strata Management Statement
If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

2.7 Retail components of Ovation Quarter Stage 1
(a) Ovation Quarter Stage 1 contains residential and retail components. Owners and Occupiers of Lots in the retail components will, subject to compliance with the by-laws for the relevant strata scheme and the Strata Management Statement, be entitled to use their Lots for any purpose approved by Council and other Government Agency having

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jurisdiction, which may include uses such as restaurants that may have outdoor seating areas.
(b) The hours of use of the retail lots and any associated outdoor seating areas will be as permitted by Council but subject to any limits in the strata by-laws for the relevant strata scheme and the Strata Management Statement.

3 Common Property Rights By-Laws

3.1 Purpose of the Common Property Rights By-Laws
To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Law make Owners responsible for the Common Property which they exclusively use or have the benefit of.

3.2 Interpreting this by-law
In this by-law, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

3.3 How to change a Common Property Rights By-Law
The Owners Corporation may, by special resolution:
(a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and
(b) amend or cancel this by-law only with the written consent of each Owner who benefits from a Common Property Rights By-Law.

3.4 Occupiers may exercise rights
You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

3.5 Regular accounts for your costs
If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:
(a) include those amounts in notices for your administrative fund or Capital Works Fund contributions; and
(b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

3.6 Repairing damage
You must repair damage you cause (or someone acting on your behalf causes) to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

3.7 Indemnities
You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

3.8 Additional insurances
In addition to your obligations under by-law 30 (Insurance premiums), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-law.

4 Your behaviour

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4.1 What are your general obligations?
You must not:
(a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Apartment or Common Property by another Owner or Occupier; or
(b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
(c) smoke cigarettes, cigars or pipes or use electronic cigarettes, personal vaporisers or electronic nicotine delivery systems while you are on Common Property or allow smoke or vapour from them or your Apartment to enter Common Property or another Apartment; or
(d) obstruct the legal use of Common Property by any person; or
(e) do anything in the Strata Scheme which is illegal; or
(f) do anything which might damage the good reputation of the Owners Corporation or the Strata Scheme.

4.2 Complying with the law
You must comply on time and at your cost with all laws relating to:
(a) your Apartment; and
(b) the use of your Apartment; and
(c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.
The laws with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

5 You are responsible for others

5.1 What are your obligations?
You must:
(a) take all reasonable actions to ensure your visitors comply with the by-laws and the Strata Management Statement; and
(b) make your visitors leave the Strata Scheme if they do not comply with the by-laws or the Strata Management Statement; and
(c) take reasonable care about who you invite into the Strata Scheme or Ovation Quarter Stage 1; and
(d) accompany your visitors at all times, except when they are entering or leaving the Strata Scheme or Ovation Quarter Stage 1.
You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

5.2 Requirements if you lease your Apartment
If you lease or licence your Apartment, you must:
(a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement; and
(b) give the Owners Corporation the name, telephone number and email address of your lessee or licensee;
(c) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
(d) include in the lease or licence provisions specifically requiring your tenant or licensee to:
(i) comply with by-law 6.26 (Occupancy limits); and
(ii) comply with by-law 6.27 (No short term letting);
and include a provision recoding that breach of those provisions will be a material breach entitling you to terminate the lease without notice; and
(e) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Strata Scheme.

6 Your obligations

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6.1 Strata Management Statement
Most of your rights and obligations are explained in the Strata Management Statement. You must comply with the provisions of the Strata Management Statement in addition to these By-Laws.

6.2 General obligations
You must:
(a) keep your Apartment clean and tidy and in good repair and condition; and
(b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which service your Apartment (whether or not you made the installation or alteration); and
(c) notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums; and
(d) notify the Building Management Committee if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums; and
(e) at your expense, comply with all laws about your Apartment, including requirements of Government Agencies.

6.3 When you will need consent from the Building Management Committee
Subject to your rights under the by-laws, you must have consent from the Building Management Committee to:
(a) carry out Building Works which will affect Shared Facilities or the external appearance of Ovation Quarter Stage 1; or
(b) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or Ovation Quarter Stage 1; or
(c) install an intruder alarm with an audible signal.

6.4 When you will need consent from the Owners Corporation
Subject to the by-laws, the Strata Management Statement and the Strata Management Statement, you must have consent from the Owners Corporation to:
(a) carry out Building Works; or
(b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of the Strata Scheme; or
(c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or the Strata Scheme; or
(d) install an intruder alarm with an audible signal; or
(e) attach or hang an aerial or wires outside your Apartment or the Strata Scheme.

6.5 Floor coverings
If you an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.

6.6 Changing floor coverings
You must have consent from the Owners Corporation to change, remove or interfere with floor coverings in your Apartment or to change, remove or interfere with treatments in your Lot which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier. When seeking consent to change, replace or interfere with floor coverings or acoustic treatments you must give the Owners Corporation evidence to their reasonable satisfaction that the replacement or changed floor covering and acoustic treatment will provide the same or better noise insulation. The Owners Corporation must not unreasonably withhold or delay its consent. The Strata Committee is empowered to perform the Owners Corporation's functions under this by-law 6.6.

6.7 Door mats
You must not place any door mat in the Common Property corridor or other area outside the entry door to your Apartment.

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6.8 Window tinting
You must have consent from the Building Management Committee to affix window tinting or other treatments to the internal or external surfaces of windows and glass doors in your Apartment. All window tinting must comply with the window glass manufacturer's recommendations for the application of tinting.

6.9 Window coverings
The colour of the backing of blinds, louvres, shutters, curtains or other window coverings in your Apartment must be white or another shade of white approved by the Building Management Committee. The external window coverings must be vertical blinds, panel blinds, roller blinds or curtains only. Window coverings in your Apartment must be of a type and quality that does not detrimentally affect the operation of an air conditioning unit servicing your apartment or the energy efficiency of the Strata Scheme. The spacing between the window coverings and the window glass must comply with the window glass manufacturer's recommendations for such spacing. You must not affix any posters, stickers, photographs, mirrors or other items to the glazing of the external windows in your Apartment without prior consent of the Owners Corporation.

6.10 Sun shades
You must have consent from the Building Management Committee to install a sun shade, sun blind, awning or other sun shading device within your Apartment. You may not install any sun shade, sun blind, awning or other sun shading device to the exterior of your Apartment.

6.11 Insect screens
If you have consent from the Owners Corporation to install insect screens that are visible from outside your Lot or the Building, they must be in the same colour as the frame of the window or door that they are affixed to and, where applicable, must have black mesh.

6.12 Screen doors and security doors
You must not install screen doors or security doors or gates to any entry door to your Apartment.

6.13 Cleaning external louvre screens and windows
Subject to by-law 6.14 (Rights of the Owners Corporation to clean external louvre screens and windows), you must clean the internal and external surfaces of louvre screens, glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the louvre screens, glass in windows, balustrades or doors that you cannot access safely.

6.14 Rights of the Owners Corporation to clean external louvre screens and windows
The Owners Corporation must clean the external louvre screens that can't be safely accessed, external glass surfaces of windows and balustrades that can't be safely accessed, and doors in the Strata Scheme. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.13 (Cleaning louvre screens and windows) for the period the Owners Corporation resolves to clean the glass.

6.15 Parking on Common Property
(a) You must not stand or park vehicles on Common Property, including Common Property driveways, or any driveways in the Strata Scheme.
(b) If you or a visitor of yours parks a car in contravention of the by-laws or in a car space that is not your car space, the Owners Corporation will be entitled to remove the relevant car and recover any removal, storage and administration expenses from you as a debt.

6.16 Drying your laundry
You must not hang laundry, bedding or other articles on the Balcony of your Apartment, over balustrades or in an area that is visible from ground level Common Property or the ground level public domain.

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6.17 Common Property areas
You must not litter Common Property or place or store anything on Common Property without the consent of the Owners Corporation.

6.18 Air-conditioning
You must ensure that any and all air-conditioning units or air-conditioning compressor pumps are not visible from any public place outside the Strata Scheme or from outside Ovation Quarter Stage 1.

6.19 Access to Common Property
You must at all times and on reasonable notice (except in an emergency) give the Owners Corporation unimpeded access to Common Property (including the Common Property building facade and windows) that is accessible through your Apartment.

6.20 Rights of the Owners Corporation to access Apartments
You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Apartment to enable the Owners Corporation to perform its obligations and exercise its rights. Except in an emergency, the Owners Corporation must give you reasonable notice of the required access.

6.21 Television antennae
You must not install a television antenna, satellite dish or other aerial to the exterior of your Apartment or on the roof of the Strata Scheme. You are able to connect your television to the central television antennae and/or satellite dishes that service the Strata Scheme.

6.22 Planter boxes
(a) If you have a planter box, you must maintain the planting in your planter box in a neat and tidy condition.
(b) If you have a planter box that is adjacent to the Common Property landscaping and planter boxes, you must maintain the planting in your planter box in keeping with the planting in the adjacent Common Property planter box.
(c) You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Apartment to enable the Owners Corporation to access and maintain Common Property planter boxes whether or not they are adjacent to your Apartment.

6.23 Water features
You must not paddle, wade or swim in any water feature or pond in the Building, and you must not put or pour anything into a water feature or pond, or interfere with any equipment associated with any water feature or pond.

6.24 Children
You must not permit children to play on Common Property or permit children under 12 years of age to be unsupervised by adult when they are on Common Property.

6.25 False alarms
If you or anyone in your Lot do anything that causes an emergency alarm to be activated and an emergency service (such as a fire fighting service) to be dispatched to the Strata Scheme in circumstances where there is no emergency, you will be responsible to reimburse the Owners Corporation on demand for any false alarm or similar fee rendered to the Owners Corporation.

6.26 Occupancy limits
You must not:
(a) permit your Apartment to be occupied by more adults than two adults per bedroom in your Apartment;
(b) permit any bedroom in your Apartment to be occupied by more than two adults; and
(c) have more than two beds (other than children's beds or bassinets) in any bedroom.
If the Owners Corporation receives a complaint about a breach of this by-law, you must give the Owners

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Corporation or its delegate immediate access to you Apartment for the purpose of monitoring compliance with this by-law.

6.27 No short term letting
You must not:
(a) lease your Apartment for any lease period shorter than 3 months;
(b) grant a licence for the use of any part of your Apartment for any licence period shorter than 3 months;
(c) use any part of your apartment for any transient or holiday accommodation use;
(d) advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation; and
(e) permit an agent or the Building Manager to advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation;
(f) use your Apartment or allow it to be used for any use or purpose in breach of any planning instrument or control that applies to the Building or your Apartment, including, without limitation under the Environmental Planning and Assessment Act 1979 as amended or replaced from time to time;
(g) conduct from or within your Apartment or the Building any business commercial activity that generates regular movement of people or goods through the Building, and, in particular, must not conduct any commercial laundry supply or cleaning service or any furniture supply or rental service from your Apartment or the Building; or
(h) advertise the conduct of any activity or the provision or any service prohibited by this by-law.

7 The Balcony of your Apartment

7.1 What may you keep on a Balcony?
You may keep pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Apartment if:
(a) it is a type approved by the Owners Corporation;
(b) it is a standard commensurate with the standard of the Strata Scheme;
(c) it will not detract from the outward appearance of the Building;
(d) it will not (or is not likely to) cause damage;
(e) it will not (or is not likely to) blow off the Balcony; and
(f) it is not (or is not likely to become) dangerous.

7.2 Access to Balconies
To enable the Owners Corporation to inspect, clean, maintain, repair or replace Common Property (including the Common Property building facade and windows), you must allow the Owners Corporation access to your Balcony at all reasonable times, with or without tools and equipment.

7.3 Removing items from a Balcony
To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Apartment that are not Common Property.

7.4 Enclosing a Balcony
Subject to the Strata Management Statement, you must have consent from the Owners Corporation and Government Agencies to enclose the Balcony of your Apartment.

7.5 Facade access
You must give the Owners Corporation and its contractors access to your Lot, including your Balcony, for the purpose of cleaning, maintaining and repairing the Building facade.

8 Storing and operating a barbeque

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8.1 Storing and operating a barbeque
You may store and operate a portable barbecue on the Balcony of your Apartment if:
(a) it is a type permitted under this by-law 8; and
(b) it will not detract from the outward appearance of the Building;
(c) it will not (or is not likely to) cause damage or injury; and
(d) you keep it covered when you are not operating it; and
(e) you keep it clean and tidy.

8.2 Permitted barbecues
The types of barbecues permitted are:
(a) a covered kettle style portable barbecue; or
(b) a covered gas or electric portable barbecue; or
(c) any other type approved by the Owners Corporation.
Solid fuel burning barbeques are prohibited.

8.3 Hours of operation
You may operate a barbecue only during the hours of 8.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).

8.4 No nuisance
If you use a portable barbecue on the Balcony of your Apartment, you must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

9 Keeping an animal

9.1 What animals may you keep?
(a) Subject to this by-law 9, you may keep:
(i) goldfish or other similar fish in a fish tank or indoor aquarium in accordance with by-law 9.2;
(ii) canaries, budgerigars or similar birds kept indoors at all times;
(iii) subject to by-laws 9.4 and 9.5, one domestic cat or one small size dog that when fully grown will not exceed 15 kilograms in weight; and
(iv) provided it is registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the Strata Scheme or and on request by the Owners Corporation. Any animal kept pursuant to this by-law 9.1 (a)(iv) will be the animal you may keep under by-law 9.1 (a)(iii).
(b) You must register any cat or dog that you keep with the Owners Corporation and provide a photograph and the details of any cat or dog that you keep, including the breed, colouring, age and name of the animal and evidence of vaccinations, as well as any other information that the Owners Corporation requests.
(c) You must obtain the prior consent of the Owners Corporation to keep any other animal. The Owners Corporation is not obliged to give its consent to you keeping any other animal in the Strata Scheme.

9.2 Fish
You may keep a goldfish or other similar fish in a fish tank or indoor aquarium provided that:
(a) the fish tank or indoor aquarium is approved by the Owners Corporation prior to installation; and
(b) you produce enough information including information regarding the drainage system, weight, capacity and size of the fish tank or indoor aquarium to put the Owners Corporation in a position to make a reasonable assessment of the likely impact of the fish tank or indoor aquarium on the structural integrity of the structure below your

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apartment; and
(c) you pay for the cost of an engineer's report on the likely impact on the structural integrity of the structure below your apartment where, in the reasonable opinion of the Owners Corporation, such a report is warranted in order for them to reach a decision on whether you may keep a fish in a fish tank or indoor aquarium.

9.3 Reptiles
You must not keep any snake or other reptile in your Apartment or bring any snake or other reptile into the Building or your Apartment.

9.4 Dogs
The Owners Corporation will not give you consent to keep:
(a) any dog that exhibits a tendency toward being vicious, aggressive, noisy or difficult to control;
(b) a dog that is not registered under the Companion Animals Act 1998 (NSW); or
(c) a dangerous, nuisance or restricted dog under the Companion Animals Act 1998 (NSW).

9.5 Controlling your animal
Subject to by-law 9.6 ("Restraining your animal"), if you keep an animal under this by-law you must ensure that the animal does not wander onto:
(a) another Apartment; or
(b) Common Property.

9.6 Restraining your animal
If it is necessary to take your animal onto Common Property or any part of Ovation Quarter Stage 1 (eg to transport it out of Ovation Quarter Stage 1), you must restrain it (eg by pet cage or leash) and control it at all times.

9.7 Conditions for keeping an animal
The Owners Corporation may make conditions if it gives you consent to keep an animal. If you do not comply with any conditions made by the Owners Corporation when giving you consent to keep an animal, the Owners Corporation may order you to remove the animal from the Building.

9.8 Cleanliness
If you keep any animal or other pet, you must:
(a) ensure that your pet is kept in clean and hygienic condition;
(b) ensure that your dog or cat or other pet does not defecate or urinate anywhere other than in a pet litter tray or box;
(c) if your dog or cat or other pet does defecate or urinate on Common Property, any part or Ovation Quarter Stage 1 or the public domain outside Ovation Quarter Stage 1, you must remove any faeces and clean the soiled area;
(d) if the Owners Corporation incurs any expense cleaning up after your animal or repairing any damage caused by your animal, you must reimburse the Owners Corporation on demand;
(e) keep any pet litter tray or box clean and odour free;
(f) ensure any pet litter tray or box is not visible from Common Property or the public domain;
(g) ensure no pet related odours are at any time emitted from your Apartment (including your Balcony); and
(h) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system from your Balcony.

9.9 Orders to remove your animal
The Owners Corporation has the right at any time to order you to remove your animal if:
(a) you do not comply with any conditions imposed by the Owners Corporation when giving you consent to keep the animal;
(b) you do not comply with by-law 9.8 (Cleanliness);
(c) you do not comply with by-law 9.5 (Controlling your animal);

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(d) it becomes offensive, vicious, aggressive, noisy or a nuisance;
(e) your dog is a dangerous, nuisance or restricted dog under the Companion Animals Act 1998 (NSW); or
(f) your dog is kept pursuant to by-law 9.1 (a)(iv) and is not registered under the Companion Animals Act 1998 (NSW).

9.10 Responsibility for animal
You are responsible to other Owners and Occupiers and people using Common Property or other parts of Ovation Quarter Stage 1 for:
(a) any noise your animal makes which causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier; and
(b) damage to or loss of property or injury to any person caused by your animal; and
(c) cleaning up after your animal.

9.11 Notice by Owners Corporation
In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice if your animal continues to defecate on:
(a) another Apartment; or
(b) Common Property,
after a warning has been given to you by the Owners Corporation.

9.12 Your visitors
You must not allow a visitor to bring an animal into the Strata Scheme or Ovation Quarter Stage 1 unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability that is registered under the Companion Animals Act 1998 (NSW) and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

10 Erecting a sign

10.1 Your obligations
You must not erect a sign, including a "For Sale" of "For Lease" sign, in your Apartment or on Common Property.

10.2 The Developer
(a) The Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in an Apartment which you do not own.
(b) The Developer is entitled to continue to display and maintain the marketing signage that is on the external facade of the Strata Scheme at the date of registration of the Strata Plan, and any replacement signage from time to time, until the Developer has sold all Apartments in the Strata Scheme and in Ovation Quarter Stage 1 Stage1.

11 Moving and delivering furniture and goods

11.1 Moving in or out
You must make arrangements with the Owners Corporation at least 48 hours before you move into or out of the Building or move large articles (eg furniture) through Common Property.

11.2 What are your obligations?
When you take deliveries or move furniture or goods through the Strata Scheme (including the delivery of stocks and goods), you must:
(a) not move furniture or large items through the entry foyer of the Strata Scheme;
(b) load and unload deliveries of furniture or other large items in the Loading Dock;
(c) use the lift nominated by the Owners Corporation (with protective wall blankets fitted) to move furniture or

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other large items;
(d) move furniture and other large articles through the Strata Scheme according to the instructions of the Owners Corporation;
(e) comply with the reasonable requirements of the Owners Corporation about the time of your move and the days of the week on which you may move, which may exclude Sundays or public holidays;
(f) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 11 before you take deliveries or move furniture or goods through the Building; and
(g) if required by the Owners Corporation, give the Owners Corporation) give the Owners corporation evidence that your removalist has public liability insurance to the satisfaction of the Owners Corporation, before you take deliveries or move furniture or goods through the Building; and
(h) repair any damage you (or the person making the delivery) cause to Common Property;
(i) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property; and
(j) comply with any removal truck management plan for the Building, a copy of which will be held by the Owners Corporation.

11.3 Bond
If you have paid a bond in accordance with by-law 12.2(d) and:
(a) there is no damage to Common Property as a result of your move, the Owners Corporation will refund your damage bond as soon as reasonably practicable after the completion of your move; or
(b) Common Property is damaged as a result of your move, the cost of repairing or replacing the damaged Common Property will be deducted from your bond and any balance of your bond will be returned to you. If cost of repairing or replacing the damaged Common Property exceeds your bond you must pay the shortfall to the Owners Corporation immediately on demand.

11.4 Rights
In addition to its powers under the Management Act, an Owners Corporation has the power to appoint the Building Management Committee or another person to perform its functions under this by-law. If this happens, you must make your arrangements with the Building Management Committee or that other person and comply with their instructions and reasonable requirements.

11.5 Role of the Building Manager
The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, you must:
(a) make arrangements with the Building Manager when you move in or out of the Building; and
(b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through the Building.

11.6 Using the Loading Dock
The Loading Dock is a Shared Facility. If you want to use the Loading Dock to move items into or out of the Strata Scheme, you must make arrangements with the Building Manager appointed by the Building Management Committee under the Strata Management Statement.

12 How to dispose of your garbage

12.1 Strata Management Statement
(a) The rules regulating disposal of waste are in the Strata Management Statement.
(b) The Residential Garbage Bin Holding Room is a Shared Facility for the benefit of Building 3A, Building 3B1 and Building 3B2.

12.2 Your obligations

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(a) You must comply with the Strata Management Statement when you use the Residential Garbage Room. You must also comply with and any Rules made by the Building Management Committee about using the Residential Garbage Room.
(b) You must comply with and any Rules made by the Owners Corporation about using the Residential Garbage Room.

12.3 Your obligations
You must:
(a) comply with and any Rules made by the Owners Corporation and the Building Management Committee about using the Residential Garbage Room, the Residential Garbage Chute Rooms and the Residential Garbage Bin Holding Room; and
(b) place your household garbage in the garbage chute in the Residential Garbage Chute Room on your level of the Building or in garbage receptacles in the Residential Garbage Room designated by the Owners Corporation for your use; and
(c) drain and securely wrap your household garbage before you place it in a garbage chute or the Residential Garbage Room; and
(d) recycle your garbage according to instructions from the Owners Corporation, the Committee and Council; and
(e) place your recyclable waste in in the recyclable garbage chute in the Residential Garbage Chute Room on your level of the Building or in a recyclable garbage receptacle in the Residential Garbage Room or in the Residential Garbage Bin Holding Room, as designated by the Owners Corporation for that purpose; and
(f) drain and clean bottles and make sure they are not broken before you place them in a garbage chute or the Residential Garbage Room; and
(g) leave large items of garbage or recyclable materials in the area in the Residential Garbage Room or in the Residential Garbage Bin Holding Room, as designated by the Owners Corporation or the Committee for large waste items; and
(h) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council or the garbage removal contactor will not remove as part of its normal garbage collection service.

12.4 Rules for using garbage chutes
(a) You must not place the following items in a garbage chute:
(i) liquids; or
(ii) items that weigh more than 2.5 kilograms; or
(iii) boxes or large items that might block the garbage chute.
(b) When placing garbage or recyclable waste in a garbage chute, you must separate the garbage and recyclable waste and ensure you make the correct selection on the diverter for garbage and recyclable waste.

12.5 Cleaning up spills
If you spill garbage on Common Property, you must immediately remove that garbage and clean that part of Common Property.

12.6 Maintaining the Residential Garbage Rooms
(a) The Owners Corporations must:
(i) provide in the Residential Garbage Room and the Residential Garbage Bin Holding Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers of Apartments;
(ii) operate, maintain, repair and, where necessary replace, the Common Property garbage equipment servicing the strata scheme (including mechanical equipment associated with the garbage chutes;
(iii) maintain, clean and repair the Residential Garbage Room, Residential Garbage Chute Rooms and Residential Garbage Bin Holding Room;
(iv) regularly remove filled receptacles from the Residential Garbage Room and replace them with empty receptacles;
(v) regularly clean, maintain, repair and, where necessary, replace the Residential Garbage Room, Residential

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Garbage Chute Rooms and Residential Garbage Bin Holding Room and the garbage and recycling receptacles; and
(vi) operate, maintain, repair and, where necessary replace any equipment located in the Residential Garbage Room, Residential Garbage Chute Rooms and Residential Garbage Bin Holding Room;
(vii) transport receptacles from the Residential Garbage Rooms to the Residential Garbage Bin Holding Room prior to collection of garbage from the Building;
(viii) transport receptacles from the Residential Garbage Bin Holding Room to the garbage collection point for collection by a waste removal contractor or Council (if Council collect waste from the Building) and transport them back to the Residential Garbage Rooms;
(ix) arrange for the removal of garbage and recycling material from the Building; and
(x) arrange for the removal from the Residential Garbage Rooms and the Residential Garbage Bin Holding Room of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).
(b) The Building Management Committee will perform the Owners Corporations' obligations under this clause.

12.7 Waste removal and management
(a) The Owners Corporation must comply with any conditions of the Development Approval which regulate waste management for the Strata Scheme or Ovation Quarter Stage 1.
(b) The Building Management Committee may perform these obligations on behalf of the Owners Corporation.

12.8 Garbage removal contractor
(a) If Council does not remove garbage from the Building:
(i) the Owners Corporation must engage a garbage removal contractor or contractors to remove garbage from the Building; and
(ii) the Building Management Committee may perform this obligation on behalf of the Owners Corporation.
(b) The Owners Corporation has the power to enter into agreements with private garbage removal contractors for the removal of recyclable and non-recyclable garbage from the Building.
(c) The Owners Corporation may enter into these agreements during the Initial Period, in which event the term of the agreements must not extend beyond the holding of the first annual general meeting of the Owners Corporation or for such other term as prescribed by law.

13 Carrying out Building Works

13.1 When do you need consent?
(a) Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.
(b) If your Building Works are Minor Renovations, the consent from the Owners Corporation will be given by a simple majority resolution of the Owners Corporation.
(c) For Building Works that are not Minor Renovations or Cosmetic Works and affect Common Property, the consent from the Owners Corporation must be given by special resolution of the Owners Corporation.
(d) Cosmetic Works do not need consent from the Owners Corporation.

13.2 Your obligations
Clause 20 of the Strata Management Statement regulates the carrying out of Building Works in Ovation Quarter Stage 1. You must comply with those provisions of the Strata Management Statement.

13.3 When is consent not necessary?
You do not need consent from the Owners Corporation under this by-law to:
(a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 10.2 (The Developer); or
(b) alter or remove an Inter-Lot Wall according to by-law 14 (Inter-Lot Walls and Internal Walls); or
(c) carry out Building Works which you are entitled to carry out under a Common Property Rights By-Law.
However, you must comply with by-laws 13.4 (Procedures before you carry out Building Works), 13.9 (0bligations when you carry out Building Works), 13.10 (Making arrangements with the Owners Corporation) and 13.11 (Bond)

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in relation to Building Works under By-Laws 13.3(b) or (c).

13.4 Procedures before you carry out Building Works
Before you carry out Building Works, you must:
(a) obtain necessary consents from the Owners Corporation and Government Agencies; and
(b) obtain necessary consents from the Building Management Committee and under the Architectural Code; and
(c) find out where service lines and pipes are located; and
(d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services;
(e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works; and
(f) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 14 before you carry out Building Works.

13.5 How to apply for consent
You must make a written application to the Owners Corporation for consent under this by-law. Your application must:
(a) include enough information to give the Owners Corporation a clear understanding of the Building Works which you propose to carry out;
(b) include plans and specifications according to this by-law; and
(c) clearly identify how the proposed Building Works comply with the theme of the Strata Scheme.

13.6 Requests for further information
(a) The Owners Corporation may request you to supply plans, specifications and further information about your application.
(b) You must supply all information requested by the Owners Corporation in a reasonable time.
(c) The Owners Corporation may refuse your application if you do not supply the information in a reasonable time.

13.7 Criteria for deciding an application
For applications under this by-law, the Owners Corporation must consider the information in the application and:
(a) the theme of Strata Scheme;
(b) the suitability and quality of the proposed Building Works;
(c) the by-laws for the Owners Corporation; and
(d) the Rules.

13.8 The consent process
(a) The Owners Corporation may make conditions if it gives you consent under this by-law. You must comply with the conditions.
(b) The Owners Corporation must:
(i) make a decision about your application within one month after receiving your application and any information requested by the Owners Corporation under by-law 13.6 (Requests for further information) (unless you and the Owners Corporation agree otherwise); and
(ii) immediately advise you in writing of its decision and any conditions that apply to its decision.

13.9 Obligations when you carry out Building Works
If you carry out Building Works, you must:
(a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
(b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
(c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

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13.10 Making arrangements with the Owners Corporation
Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:
(a) arrange with the Owners Corporation a suitable time and means by which to access the Building for purposes associated with those Building Works; and
(b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access the Building; and
(c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Strata Scheme.

13.11 Bond
If you have paid a bond in accordance with by-law 14.4(f) and you cause damage to the Common Property while performing your Building Work, the Owners Corporation (or the Owners Corporation's representative) may use that portion of the bond to cover the reasonable cost of repair of the damage. If the bond does not cover the cost of repair of the damage, you must pay you must pay the shortfall to the Owners Corporation immediately on demand. If there is no damage to Common Property as a result of your Building Work, the Owners Corporation will refund your damage bond as soon as reasonably practicable after completion of your Building Work.

14 Inter-Lot Walls and Internal Walls

14.1 When you may alter or remove an Inter-Lot Wall or an Internal Wall
(a) Subject to this by-law, you may alter or remove an Inter-Lot Wall or an Internal Wall if:
(i) in the case of an Inter-Lot Wall, you own the Apartments separated by the Inter-Lot Wall or you have the consent of the owner of the adjoining Apartment; and
(ii) it is not a structural wall; and
(iii) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and
(iv) you comply with the procedures in this by-law.
Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall.
(b) Subject to this by-law, you may install an Internal Wall if:
(i) the installation will not be or result in a breach of any condition of the Development Approval;
(ii) you obtain and comply with all necessary Government Agency consents;
(iii) you do not compromise the fire safety system for the Building and you comply with all applicable fire safety standards and requirements; and
(iv) you comply with the procedures in this by-law and the requirements of by-laws 14.3(a) to (g) inclusive.

14.2 What consents are necessary?
You do not need consent from the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall provided that you comply with the requirements of by-law 14.1 (When you may alter or remove an Inter-Lot Wall or an Internal Wall). However, you must obtain all necessary consents from Council and Government Agencies before you alter or remove an Inter-Lot Wall.

14.3 What are the conditions for carrying out the work?
It is a condition of you altering or removing an Inter-Lot Wall that you:
(a) before carrying out any work, satisfy the Owners Corporation that the works will not adversely affect the fire engineered solution for or the fire safety of the Building and that the works will include all necessary works to ensure the ongoing compliance of the Building with the fire engineered solution and all other fire safety requirements of the Building;

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(b) before carrying out any work, give the Owners Corporation evidence that you or your contractor have all usual insurances in relation to the performance of the works including public liability insurance for an amount of $10,000,000 or other amount acceptable to the Owners Corporation;
(c) carry out the work in a way that does not at any time compromise the fire safety of the Building;
(d) on completion of the works provide the Owners Corporation with certification from an appropriately qualified consultant, in a form acceptable to the Owners Corporation (acting reasonably), that the works as completed have not adversely affected the fire engineered solution for or the fire safety of the Building;
(e) carry out the work in the method certified by the structural engineer under by-law 14.1 (When you may alter or remove an Inter-Lot Wall or an Internal Wall);
(f) if appropriate, comply with section 19 of the Development Act and lodge any necessary building alteration plan with the Registrar-General;
(g) comply with by-laws 13.4 (Procedures before you carry out Building Works), 13.9 (Obligations when you carry out Building Works), 13.10 (Making arrangements with the Owners Corporation) and 13.11 (Bond);
(h) you obtain and comply with all necessary Government Agency consents for altering or removing the Inter-Lot Wall;
(i) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Lot Wall; and
(j) you and the Owner of the adjoining Lot will have joint exclusive use of the Common Property space that was occupied by the removed Inter-Lot Wall and joint responsibility for the maintenance, repair and replacement of the floor and ceiling finishes within that space. If the removed Inter-Lot Wall is reinstated and the reinstatement is to the satisfaction of the Owners Corporation, the exclusive use rights and your associated obligations will cease.

15 Agreement with the Building Manager

15.1 Purpose of the agreement
The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for the Strata Scheme and for Ovation Quarter Stage 1 generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

15.2 Initial Period
The Owners Corporation may enter into agreements with a Building Manager during the Initial Period.

15.3 Delegation of functions
The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

15.4 Agreement during the Initial Period
If the Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period:
(a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law); and
(b) the Owners Corporation may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the Building Manager that will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

15.5 Agreements after the Initial Period
If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:
(a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and

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(b) the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.

15.6 What provisions must be included in an agreement?
An agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:
(a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
(b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

15.7 Duties of the Building Manager
The duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:
(a) caretaking, supervising and servicing Common Property; and
(b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee); and
(c) supervising the repair, maintenance, renewal or replacement of Common Property; and
(d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
(e) co-ordinating the carrying out of Building Works; and
(f) managing the Security Key system and providing Security Keys according to the by-laws; and
(g) providing services to the Owners Corporation, Owners and Occupiers; and
(h) supervising employees and contractors of the Owners Corporation; and
(i) supervising the Strata Scheme generally; and
(j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Strata Scheme.

15.8 Agreements under the Strata Management Statement
The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) and a building manager must comply with the Strata Management Statement.

15.9 No interference
You must not:
(a) interfere with or stop the Building Manager performing its duties; or
(b) interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.

15.10 Access
You must give the Building Manager reasonable access at reasonable times to your Apartment or your exclusive use area to enable the Building Manager to perform its duties.

16 Agreement for supply of Embedded Network Services

16.1 Power to enter into agreement
(a) The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services to Apartments and Common Property and for Ovation Quarter Stage 1 generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.
(b) Without limiting its power under by-law 16.1(a), the Owners Corporation has the power to supply Embedded

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Network Services to Apartments and to account to Owners and Occupiers for payment for Embedded Network Services supplied by the Owners Corporation or by the Building Management Committee (or both), including for payment based on metered usage or in accordance with unit entitlements.

16.2 Initial Period
The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

16.3 Delegation of functions
The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

16.4 Agreement during the Initial Period
If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period that appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions:
(a) the agreement must be ratified by the Owners Corporation at the first annual general meeting;
(b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
(c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments;
(d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and
(e) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are the property of the Embedded Network Supplier.

16.5 Agreements after the Initial Period
If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:
(a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;
(b) the pricing of the installation of Embedded Network Equipment or the supply of Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation or Building Management Committee; and
(c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments.

16.6 What provisions must be included in an agreement?
An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:
(a) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
(b) the rights of the Embedded Network Supplier to remove any meters and other equipment that are the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier, if the agreement with the Embedded Network Supplier is terminated.

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16.7 Agreements under the Strata Management Statement
(a) If the Building Management Committee enters into an agreement with an Embedded Network Supplier for the provision of an Embedded Network Service to the Ovation Quarter Stage 1, the agreement may be for:
(i) the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks and the supply of Embedded Network Services to the Owners Corporation for the Common Property in the Building; and
(ii) the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks and the supply of Embedded Network Services to the Building Management Committee for the Shared Facilities in Ovation Quarter Stage 1,
in which event, the Owners Corporation will be a party to the agreement in its own right in relation to the Common Property and as a member of the Building Management Agreement in respect of Shared Facilities.
(b) If the Building Management Committee has entered into an Embedded Network Service supply agreement for the provision of an Embedded Network Service to Ovation Quarter Stage 1 any subsequent agreement between Owners Corporation and the electricity supplier must be consistent with the agreement between the Building Management Committee and the Embedded Network Supplier.

16.8 Provision of personal information
The Owners Corporation and the Building Management Committee may, to the extent reasonably necessary, provide personal information of Owners and Occupiers in any component of Ovation Quarter Stage 1 to any Embedded Network Service provider or other provider of a service, and Owners Corporations must on request by the Building Management Committee, provide personal information of Owners and Occupiers to the Building Management Committee for provision to an Embedded Network Service provider or other provider of a service. Owners and Occupiers in Ovation Quarter Stage 1 consent to their personal information being provided as contemplated in this clause.

17 Services provided by the Owners Corporation

17.1 Services
The Owners Corporation has the power to supply services to each Apartment including hot and cold water, gas, air conditioning condenser water, telephone, television and other communications and Embedded Network Services.

17.2 Agreements with third parties
The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of and paying for services, including Embedded Network Services.

17.3 Agreements with Owners and Occupiers
The Owners Corporation may make agreements with Owners and Occupiers about paying for services, including Embedded Network Services, supplied under this by-law.

18 Licences

18.1 Powers of the Owners Corporation
The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this By-Law only by ordinary resolution at a general meeting.
18.2 What provisions may a licence include?
Licences the Owners Corporation grants under this By-Law may include provisions about, but need not be limited to:
(a) Payments under the licence; and
(b) The term of the licence; and

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(c) The permitted uses of the licensed areas; and
(d) The maximum number of persons allowed in the licensed area; and
(e) Insurances the licensee must effect; and
(f) Cleaning and maintaining the licensed area.

19 Car spaces

19.1 What are your obligations?
If you have a car space you must:
(a) give the details (make model, colour and registration number) of the car that you will usually park in your car space to the Building Manager;
(b) provide the Owners Corporation with access to your car space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
(c) keep your car space clean and tidy;
(d) use your car space only for lawful purposes;
(e) keep the car space free of vermin;
(f) not keep noxious or inflammable materials or liquids in the car space;
(g) not wash your car in your car space;
(h) not enclose your car space without the prior written consent of the Owners Corporation which may be given subject to conditions that you must comply with;
(i) not repair, maintain or remodel your car in your car space, other than minor repairs and maintenance; and
(j) repair and make good any damage you cause to the car space.

19.2 Over-bonnet storage boxes
(a) If your car space has a wall at the back of it, you may install an 'over-bonnet' storage box or floor mounted storage box at the back of your car space, provided:
(i) it is of a type and colour approved by the Owners Corporation;
(ii) it is securely affixed, does not protrude beyond your car space;
(iii) it is not within 500mm of the soffit above your storage box or at any lower height if it will interfere with the proper operation of fire sprinkler system, car park ventilation or with service lines above your storage box;
(iv) you keep the storage box in good order and condition;
(v) you comply with any directions or conditions made or imposed by the Owners Corporation about your storage box, including about how you install it.
(b) When you install your storage box you must not damage Common Property other than by penetrating the wall at the back of your car space to the extent necessary to insert bolts as necessary to fix the approved storage box in position.
(c) When you remove the storage box you must make good any damage to Common Property caused by the installation, use or removal of the storage box.

19.3 Electric car charging points
If you install an electric car charging point in your car space, to the extent the point and any cables and ducts form part of Common Property, you have exclusive use of that charging point and associated cables, ducts and equipment. You will be responsible for the cost of all electricity consumed through your charging point, and must, at your expense, ensure the supply of electricity to your charging point is through the metered supply of electricity to your Lot.

20 Storage spaces

20.1 What are your obligations?
You must:

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(a) provide the Owners Corporation with access to your storage space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
(b) keep your storage space clean and tidy;
(c) use your storage space only for lawful purposes;
(d) keep the storage space free of vermin;
(e) not keep noxious or inflammable materials or liquids in the storage space;
(f) not affix shade cloth or any covering to the fence around your storage space;
(g) not stack or have items in your storage space higher than 1 metre below the concrete soffit above your storage space or within 500mm of any sprinkler head; and
(h) repair and make good any damage you cause to the storage space.

20.2 Maintenance of storage space cages and walls
You must, at your cost, keep your storage space fence or walls, including the gate or door, in good repair and condition. If the fence or wall on any side of your storage cage is shared by another storage space, you and the Owner of the lot that includes that storage space have the exclusive use of that fence or wall and are jointly responsible for the cost of the repair, maintenance and replacement of that fence or wall.

21 Loading Dock

21.1 Shared Facility
(a) The Loading Dock is a Shared Facility.
(b) When using the Loading Dock, you must comply with the provisions of the Strata Management Statement about the Loading Dock.

21.2 Your obligations
(a) All loading and unloading of deliveries, furniture and other goods must take place at the Loading Dock.
(b) If you wish to use the Loading Dock for extended periods or to move bulky items into or out of the Strata Scheme, you must make arrangements with the building manager appointed by the Building Management Committee under the Strata Management Statement.
(c) You must comply with the Strata Management Statement when you use the Loading Dock. You must also comply with and any Rules made by the Building Management Committee about using the Loading Dock.

22 Visitor Parking Spaces

22.1 Shared Facility
(a) The Visitor Parking Spaces are a Shared Facility for the benefit of Ovation Quarter Stage 1 Residential.
(b) Use of the Visitor Parking Spaces is restricted to Occupiers of Ovation Quarter Stage 1 Residential.

22.2 Your obligations
You must comply with the Strata Management Statement when you use the Visitor Parking Spaces. You must also comply with and any Rules made by the Building Management Committee about using the Visitor Parking Spaces.

23 Function Room

23.1 Shared Facility
(a) The Function Room is a Shared Facility for the benefit of Ovation Quarter Stage 1 Residential.
(b) Use of the Function Room is restricted to Occupiers of Ovation Quarter Stage 1 Residential.

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23.2 Your obligations
You must comply with the Strata Management Statement when you use the Function Room. You must also comply with and any Rules made by the Building Management Committee about using the Function Room.

24 Library

24.1 Shared Facility
(a) The Library is a Shared Facility for the benefit of Ovation Quarter Stage 1 Residential.
(b) Use of the Library is restricted to Occupiers of Ovation Quarter Stage 1 Residential.

24.2 Your obligations
You must comply with the Strata Management Statement when you use the Library. You must also comply with and any Rules made by the Building Management Committee about using the Library.

25 Garden Area

25.1 Shared Facility
(a) The Garden Area is a Shared Facility for the benefit of Ovation Quarter Stage 1 Residential.
(b) Use of the Garden Area is restricted to Occupiers of Ovation Quarter Stage 1 Residential.

25.2 Your obligations
You must comply with the Strata Management Statement when you use the Garden Area. You must also comply with and any Rules made by the Building Management Committee about using the Garden Area.

26 Level 10 Roof Terrace

26.1 Conditions for using the Level 10 Roof Terrace
(a) You and your visitors may use the Level 10 Roof Terrace. You must accompany your visitors when they are in the Level 10 Roof Terrace.
(b) You and your visitors may use the Level 10 Roof Terrace only between the hours of 7.00am and 10.30pm, or other hours nominated by the Owners Corporation, and on any day of the week.
(c) You and your visitors must:
(i) not do anything in the Level 10 Roof Terrace that cause a nuisance to Occupiers in the Residential Component;
(ii) not play music in the Level 10 Roof Terrace between 9.00pm and 9.00am on any day of the week;
(iii) comply with any Rules made by the Owners Corporation about the number of visitors they may bring into the Level 10 Roof Terrace at the same time;
(iv) make sure that an adult exercising effective control accompanies children under twelve years old who are in their care when the children are in the Level 10 Roof Terrace; and
(v) be adequately clothed when they are in the Level 10 Roof Terrace.
(d) You must have consent from the Owners Corporation to:
(i) bring food or drink into the Level 10 Roof Terrace, However, you may bring non-alcoholic drinks in shatter proof containers into the Level 10 Roof Terrace;
(ii) hold parties or other functions in the Level 10 Roof Terrace; or
(iii) interfere, operate or adjust the settings of equipment in the Level 10 Roof Terrace.
(e) If you use the Level 10 Roof Terrace, you must:
(i) keep it clean and tidy and leave it and any equipment (including any barbeque) that you use in a clean and tidy condition;
(ii) if you use the barbeque or the kitchenette in the Level 10 Roof Terrace, keep leave the barbeque or kitchenette

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in a clean and tidy condition;
(iii) use the Level 10 Roof Terrace only for lawful purposes;
(iv) comply with any Rules about the number of visitors you may bring into the Level 10 Roof Terrace at the same time;
(v) make sure that an adult exercising effective control accompanies children under twelve years old who are in your care when the children are in the Level 10 Roof Terrace;
(vi) have due regard to the entitlement of other Owners and Occupiers to use the Level 10 Roof Terrace so that each entitled Owner or Occupier has a reasonable opportunity to use the Level 10 Roof Terrace; and
(vii) comply with any Rules made by the Owners Corporation about the use of the Level 10 Roof Terrace, including any Rules about reservations and the number of people who may be in the Level 10 Roof Terrace at the same time.
(f) You must not:
(i) bring glass objects or glass drinking glasses into the Level10 Roof Terrace;
(ii) interfere with or adjust the settings of any equipment in the Level 10 Roof Terrace;
(iii) do anything that damages or might damage any equipment or furniture in the Level 10 Roof Terrace;
(iv) do anything in the Level 10 Roof Terrace that causes a nuisance to occupiers in the Building or generates noise that is audible within any Apartment or any other component of The Building;
(v) when using the Level 10 Roof Terrace, cause or generate noise that is audible from apartments in the Building;
(vi) operate any sound amplification equipment in the Level 10 Roof Terrace;
(vii) damage any furniture or other equipment or plants in the Level 10 Roof Terrace; or
(viii) leave garbage in the Level 10 Roof Terrace.
(g) You must have consent from the Owners Corporation to:
(i) hold parties or other functions (including exercise classes) in the Level 10 Roof Terrace; or
(ii) interfere, operate or adjust the settings of any equipment in the Level 10 Roof Terrace.

26.2 Booking the use of the barbeque area
(a) you wish to use the barbeque area, you must book the use of the barbeque area through the Building Manager. The Owners Corporation may make Rules about booking and using the barbeque area.
(b) If the Owners Corporation has set a booking fee, at the time of booking you must pay the booking fee set by the Owners Corporation from time to time.
(c) If another Owner or Occupier has booked the use of the barbecue area, you may not use the barbecue area for the duration of that booking.

26.3 Booking the use of the Level 10 Roof Terrace
(a) If you wish to hold a party or function in the Level 10 Roof Terrace you must book the use of the Level 10 Roof Terrace through the Building Manager. The Owners Corporation may make Rules about booking and using the Level 10 Roof Terrace Area.
(b) If the Owners Corporation has set a booking fee, at the time of booking you must pay the booking fee set by the Owners Corporation from time to time.
(c) If another Owner or Occupier has booked the use of the Level 13 Roof Terrace, you may not use the Level 10 Roof Terrace for the duration of that booking.

26.4 Bond
As a condition of giving you consent to hold a party or function in the Level 10 Roof Terrace Area, the Owners Corporation may require you to pay a bond (as determined by the Owners Corporation) before you use the Level 10 Roof Terrace. If you have paid a bond and if there is any damage to the Level 10 Roof Terrace or the Building as a consequence of or arising from the holding of your party or function, the Owners Corporation (or the Building Manager on behalf of the Owners Corporation) may use the bond to pay the reasonable costs of repair of the damage. If the bond does not cover the costs of repairing the damage, you must pay the shortfall to the Owners Corporation imeediately on demand. If there is no damage to the Level 10 Roof Terrace or the Building as a result of your party or function, the Owners Corporation will refund your damage bond as soon as reasonably practicable after your party or function.

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26.5 Security and access
The Owners Corporation may lock or secure the Level 10 Roof Terrace by Security Key. The Owners Corporation must give Owners and Occupiers a Security Key to the Level 10 Roof Terrace and may charge a fee for additional or replacement Security Keys.

27 Exclusive use of Air Conditioning Systems

27.1 Common Property Rights By-Law
This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 4 (Common Property Rights By-Laws) applies to this Common Property Rights By-Law.

27.2 Air conditioning for Apartments
There is a separate Air Conditioning System for each Apartment. Parts of the Air Conditioning Systems may be Common Property.

27.3 Exclusive use rights
Each Owner of an Apartment has exclusive use of any part of their Air Conditioning System that is Common Property and exclusively services their Apartment.

27.4 Interpreting this by-law
In this Common Property Rights By-Law, "you" means the Owner of an Apartment.

27.5 What are your obligations?
You must, at your cost operate, maintain, repair and, where necessary, replace the Air Conditioning System that exclusively services your Apartment:
(a) in a proper and safe manner at all times; and
(b) according to the requirements of Government Agencies about air conditioning services; and
(c) using contractors approved by the Owners Corporation to maintain, repair and replace the common Property part of the Air Conditioning System that exclusively services your Apartment.

27.6 Paying for air conditioning services
If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Air Conditioning System, you must pay those costs. The Owners Corporation may:
(a) include your costs in your administrative fund or Capital Works Fund contributions; or
(b) require you to pay the anticipated costs in advance or in instalments as determined by the Owners Corporation.

28 Exclusive use of Intercom Units

28.1 Exclusive Use By-Law
This is an Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 4 (Common Property Rights By-Laws) applies to this Common Property Rights By-Law.

28.2 Intercom for Apartments
There is a separate Intercom Unit in each Apartment. Intercom Units are connected to the Intercom System for the Building. The Intercom System comprises Common Property and must be maintained, repaired and replaced by the Owners Corporation.

28.3 Exclusive use rights

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To the extent that Intercom Units comprise Common Property, each Owner has exclusive use of the Intercom Unit in their Apartment.

28.4 Interpreting this by-law
In this Exclusive Use By-Law, "you" means the Owner of an Apartment.

28.5 What are your obligations?
You are responsible for the cost of operating, maintaining, repairing and, where necessary, replacing the Intercom Unit in your Apartment. When doing so you must use contractors approved by the Owners Corporation. The Owners Corporation is entitled to do these things on your behalf.

28.6 Paying for Intercom Units
If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Intercom Unit, you must pay those costs. The Owners Corporation may:
(a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
(b) include your costs in your administrative fund or sinking fund contributions.

29 Damage to Common Property

29.1 What are your obligations?
Subject to the by-laws, you must:
(a) use Common Property equipment only for its intended purpose: and
(b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
(c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Strata Scheme on your behalf.

29.2 When will you need consent from the Owners Corporation?
Subject to the by-laws, you must have consent from the Owners Corporation to:
(a) interfere with or damage Common Property; or
(b) remove anything from Common Property that belongs to the Owners Corporation; or
(c) interfere with the operation of Common Property equipment.

30 Insurance premiums

30.1 Consent from the Owners Corporation
You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

30.2 Payments for increased premiums
If the Owners Corporation gives you consent under this by-law, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

30.3 Requirements under the Strata Management Statement
Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

31 Security

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31.1 What are your obligations?
The Strata Management Statement regulates general security matters in Ovation Quarter Stage 1. You must comply with those provisions of the Strata Management Statement.

31.2 Rights and obligations of the Owners Corporation
The Owners Corporation must take reasonable steps to:
(a) stop intruders coming into the Strata Scheme; and
(b) prevent fires and other hazards.

31.3 Installation of security equipment
Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Strata Scheme.

31.4 Restricting access to Common Property
Subject to this by-law, the Owners Corporation has the power to:
(a) close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment; and
(b) restrict by Security Key your access to parts of the Strata Scheme where you do not own or occupy an Apartment or have access to according to a Common Property Rights By-Law; and
(c) allow the Building Manager and security personnel to use part of Common Property to operate or monitor security of the Strata Scheme. The Owners Corporation may exclude you from using these parts of Common Property.

31.5 What are your obligations?
You must not:
(a) interfere with security cameras or surveillance equipment; or
(b) do anything that might prejudice the security or safety of the Strata Scheme.
You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

31.6 Restrictions on exercising rights
When the Owners Corporation exercises rights under this by-law:
(a) it must comply with the Strata Management Statement; and
(b) it must not interfere with Shared Facilities.

31.7 Fire and security doors
You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

32 Security Keys

32.1 What are your obligations?
In addition to its powers under the Development Act and the Management Act, the Owners Corporation has the power to make agreements with the Building Management Committee or another person (eg the Building Manager) to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring owners to pay the Building Management Committee or other person an administration fee for the provision of Security Keys.

32.2 Providing Owners and Occupiers with Security Keys
(a) Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common

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Property under by-law 31 (Security).
(b) The total number of Security Keys that the Owners Corporation will give you is:
(i) for Security Keys that give access to the Building other than the car park, one for each bedroom in your Apartment; and
(ii) for Security Keys that give vehicular access to the car park, one for each of your car spaces.

32.3 Fees for additional Security Keys
(a) The Owners Corporation will charge you a fee if you require extra or replacement Security Keys.
(b) If you want additional or replacement Security Keys that give access to the Building other than the car park, you may receive a maximum of two additional Security Keys provided you pay a fee of $100 per Security Key or such other fee as determined by the Owners Corporation from time to time.
(c) If you want replacement Security Keys that give access to the car park, you may receive a replacement Security Keys provided you pay a fee of $150 for the Security Key or such other fee as determined by the Owners Corporation from time to time.
(d) You may not have additional Security Keys that give vehicular access to the car park.

32.4 Who do Security Keys belong to?
Security Keys belong to the Owners Corporation.

32.5 Managing the Security Key system
The Owners Corporation has the power to:
(a) re-code Security Keys; and
(b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded;
(c) if you are in breach of the by-laws relating to access to and use of the car park in the Building, cancel the car park access on your Security Keys and require you to return your Security Keys to the Owners Corporation for recoding;
(d) charge you a fee for the recoding of your Security Keys; and
(e) make agreements with the Building Manager appointed by the Building Management Committee or another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

32.6 What are your obligations?
You must:
(a) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys; and
(b) take all reasonable steps not to lose Security Keys; and
(c) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
(d) notify the Owners Corporation immediately if you lose a Security Key.

32.7 Some prohibitions
You must not:
(a) copy a Security Key;
(b) use your Security Key to bring more vehicles into the car park than the number of car spaces that you have the right to use; or
(c) give a Security Key to someone who is not an Owner or Occupier.

32.8 Procedures if you lease your Apartment
If you lease or licence your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy an Apartment.

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33 Fire control

33.1 What are your obligations?
You may keep flammable materials in your Lot only if you:
(a) use them in connection with the lawful use of your Lot; and
(b) keep them in reasonable quantities according to the guidelines of Government Agencies.

33.2 Fire control laws
You and the Owners Corporation must comply with laws about fire control.

33.3 Strata Management Statement
The Strata Management Statement contains requirements about fire safety and compliance. You must comply with those provisions of the Strata Management Statement.

33.4 Restrictions about fire safety
(a) You must not:
(i) keep flammable materials on Common Property; or
(ii) interfere with fire safety equipment; or
(iii) obstruct fire stairs or fire escapes or obstruct access from lobby areas to fire stairs or fire escapes;
(iv) use corridors and foyers in the Building for the storage of any items; or
(v) keep flammable materials in your car space or storage space.
(b) The Owners Corporation must;
(i) not install or keep combustible furniture or furnishings in the entry foyer or corridors in the Building;
(ii) not use corridors and foyers in the Building for the storage of any items; and
(iii) ensure access to fire stairs or fire escapes from lobby areas is kept clear at all times.

34 Notice board

34.1 Maintenance of notice board
(a) The Owners Corporation will maintain a notice board (which may be an electronic notice board) on Common Property for the purpose of communicating with you.
(b) The Owners Corporation may use an internet based portal system for communications between you and the Owners Corporation, Strata Manager and Building Manager (and other service providers), which may include an online notice board.

34.2 Notices
If you have given the Owners Corporation your email address, the Owners Corporation may serve notices on you, and otherwise communicate with you, by email.

35 Rules

35.1 Powers of the Owners Corporation
The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of Common Property.

35.2 Changing Rules
The Owners Corporation may add to or change the Rules at any time.

35.3 What are your obligations?

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You must comply with the Rules.

35.4 What if a Rule is inconsistent with the by-laws?
If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

35.5 What if a rule is inconsistent with the Strata Management Statement?
If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

35.6 What if a rule is inconsistent with the Community Management Statement?
If a Rule is inconsistent with the Community Management Statement, the Community Management Statement prevails to the extent of the inconsistency.

36 How are consents given?

36.1 Who may give consent?
Unless a by-law states otherwise, consents under the by-laws may be given by:
(a) the Owners Corporation at a general meeting; or
(b) the Strata Committee at a meeting of the Strata Committee.

36.2 Conditions
The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

36.3 Can consent be revoked?
The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:
(a) conditions made by them when they gave you consent; or
(b) the by-law under which they gave you consent.

37 Failure to comply with by-laws

37.1 What can the Owners Corporation do?
The Owners Corporation may do anything on your Apartment that you should have done under the Management Act or the by-laws but which you have not done or have not done properly.

37.2 Procedures
The Owners Corporation must give you a written notice specifying when it will enter your Apartment to do the work. You must:
(a) give the Owners Corporation (or persons authorised by it) access to your Apartment according to the notice and at your cost; and
(b) pay the Owners Corporation for its costs for doing the work.

37.3 Recovering money
The Owners Corporation may recover any money you owe it under the by-laws as a debt.

37.4 Breach of by-law 6.26 (Occupancy limits)
(a) If the Strata Committee or the Strata Manager has reason to believe that your Apartment is being occupied or used in breach of by-law 37.4 (Occupancy limits), the Strata Committee or Strata Manager will be entitled to immediately and without prior notice access your Apartment for the purpose of inspecting your Apartment to

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ascertain if there has been a breach of by-law 6.26 (Occupancy limits). If the strata to
(b) If the Strata Committee or the Strata Manager is satisfied that there has been a breach of by-law 6.26 (Occupancy limits), the Strata Committee or the Strata Manager, on behalf of Owners Corporation, is entitled to:
(i) give the owner of the Apartment a written notice to, within 48 hours or such longer period that they deem appropriate, terminate the lease of the Apartment and take all steps necessary under the Residential Tenancies Act 2010 and at law to terminate the lease and evict the Occupier and all occupants from the Apartment and the Building as quickly as possible; and
(ii) report the breach to Council in order that they may take appropriate enforcement action against you.

37.5 Breach of by-law 6.27 (No short term letting)
(a) If the Strata Committee or the Strata Manager has reason to believe that your Apartment is being occupied or used in breach of by-law 6.27 (No short term letting), the Strata Committee or Strata Manager will be entitled to:
(i) if you are the Occupier of the Apartment, give you a written notice to, within 24 hours, provide evidence that you are not occupying or using the Apartment in breach of by- by-law 6.27 (No short term accommodation) including, without limitation, by providing:
(A) a copy of your Residential Tenancies Act 2010 lease of the Apartment;
(B) a copy of your driver's licence passport;
(C) copies of utilities statements addressed to you in relation to the utilities consumed in the Apartment; and
(D) any other document relating to your occupation of the Apartment that the Strata Committee or Strata Manager requests.
The Strata Committee or Strata Manager may serve this notice on you by handing it to you personally, placing it in the letterbox for your Apartment, placing it under the door of your Apartment or fixing it to the door of your Apartment.
(ii) if you are the owner of the Apartment, give you a written notice to provide any of the documents referred to in by-law 37.5(a)(i).
(b) If you fail to satisfy the Strata Committee or the Strata Manager that the occupation or use of the Apartment is not in breach of by-law 6.27 (No short term letting), the Strata Committee or Strata Manager, on behalf of the Owners Corporation, will:
(i) be entitled to immediately deactivate your Security Key and terminate access to the Building and the amenities in the Building by the Occupier or the Apartment;
(ii) be entitled to require the Owner to immediately terminate the occupancy arrangements and evict the Occupier and all occupants from the Apartment and the Building; and
(iii) report your breach to Council in order that they may take appropriate enforcement action against you.
(c) If the Owners Corporation incurs any costs as a result of a breach of by-law 6.27 (No short-term letting), you must reimburse the Owners Corporation for those costs, and the Owners Corporation may include those costs in your administrative fund levy statement or recover them as a debt.

37.6 Powers of Owners Corporation
The powers of the Owners Corporation under this by-law are in addition to those that it has under the Management Act.

38 Service of documents, applications and complaints

38.1 Service of documents
If you have given the Owners Corporation an email address for communications with you, the Owners Corporation may serve notices and deliver documents to you at that email address. A notice or document served on or delivered to you by email will be deemed to have been received by you 24 hours after the time it is sent as evidenced by the dispatch record generated by the senders computer or other electronic device used to send the email.

38.2 Applications and complaints
You must make any applications and complaints to the Owners Corporation in writing and address them to the

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Strata Manager.

39 Interpretation

39.1 Definitions
These meanings, in any form, apply unless the contrary intention appears:

Air Conditioning System include, without limitation:
(a) air handling units and equipment;
(b) cables, conduits, pipes, wires and ducts which are located in a lot or Common Property that exclusively service the Air conditioning System in an Apartment; and
(c) air conditioning condensor units.

Apartment means a lot in the Strata Scheme.

Balcony means a balcony, a terrace or a courtyard in an Apartment.

Building means Strata Scheme SP101329 established within Lot 4 in the Stratum Plan and known as Sapphire.

Building 3A means the strata scheme established within Lot 2 in the Stratum Plan and known as Emerald.

Building 3B1 means the strata scheme established within Lot 3 in the Stratum Plan and known as Ruby.

Building 3B2 means the strata scheme established within Lot 4 in the Stratum Plan and known as Sapphire.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 15 (Agreement with the Building Manager).

Building Management Committee means the committee established under the Strata Management Statement and the Management Act to administer the Owners Corporation and the other owners corporations and stratum lots in Ovation Quarter Stage 1.

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:
(a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Apartment. Common Property walls include windows and doors in those walls; or
(b) the structure of your Apartment; or
(c) the internal walls inside your Apartment (eg a wall dividing two rooms in your Apartment); or
(d) Common Property services; or
(e) services in the Strata Scheme, whether or not they are for the exclusive use of your Apartment.

Building Works exclude:
(f) minor fit out works inside an Apartment; and
(g) Cosmetic Work; and
(h) works which you are entitled to carry out under a Common Property Rights By-Law.

Common Property means Common Property in the Strata Scheme and personal property of the Owners Corporation. For the purposes of the by-laws, Common Property does not include Shared Facilities.

Cosmetic Work has the meaning given in section 109 of the Management Act. Cosmetic Work includes works or alterations to the interior of Common Property walls in connection with a Lot, such as hanging pictures or attaching items to those walls.

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Council means Parramatta City Council.

Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3 in Part 7 of the Management Act.

Developer means Australia YMCI Pty Limited ACN 607 884 711.

Development Act means the Strata Schemes Development Act 2015 (NSW).

Embedded Network means a network and system in the Building or Ovation Quarter Stage 1 for the supply of Embedded Network Services to the Building and Lots in the Building and to Ovation Quarter Stage 1 generally, and includes Embedded Network Equipment.

Embedded Network Customer Services means customer relationship services in relation to Embedded Network Services including, without limitation, marketing, sales, post-sale service and management, billing, accounting and administration services.

Embedded Network Supplier means an entity that supplies an Embedded Network Service.

Embedded Network Service means the supply of any of:
(a) electricity;
(b) electricity generation systems;
(c) electricity storage systems;
(d) gas;
(e) thermal energy;
(f) hot water;
(g) chilled water;
(h) potable water;
(i) recycled water;
(j) chilled refrigerant;
(k) heated refrigerant;
(l) sewage removal systems;
(m) waste removal systems;
(n) water supply systems;
(o) internet services;
(p) telecommunication systems;
(q) mobile telephone signal distribution services;
(r) fibre communications;
(s) Embedded Network Customer Services in relation to other Embedded Network Service;
(t) Embedded Network management services; or
(u) any other embedded network service.

Function Room means the function room located on ground level of Building 3B2, and includes associated plant and equipment. The Function Room is a Shared Facility.

Garden Area means the Green Walls and the external landscaped areas at ground level of the Building, and includes any planting, paving, decking, lighting, balustrades, signage and furniture, in the Garden Area. The Garden Area is a Shared Facility.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

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Green Walls means the vertical gardens on the Common Property external walls of Ovation Quarter Stage 1, including all planting, planters, other receptacles and irrigation systems.

Initial Period has the same meaning as it does in the Management Act.

Initial Period Restrictions means the restrictions on the powers of owners corporations pursuant to section 26 of the Management Act.

Intercom System means the inter-communication system between an Apartment and entry points to the Building, and includes, without limitation:
(a) speakers, microphones, screens, cameras and keypad units at entry and other points;
(b) software and computer hardware; and
cables, conduits, pipes, wires and ducts that are located in a lot or Common Property that exclusively service an Apartment.

Intercom Unit means the unit or units within or at an Apartment that includes some or all of a speaker, microphone, screen, camera and keypad that is connected to the Intercom System.

Inter-Lot Wall means a Common Property wall between two Apartments.

Internal Wall means a wall within an Apartment that is not a Common Property wall.

Level 10 Roof Terrace means the roof terrace area on the level 10 of Building, including all barbeque equipment, landscaping, finishes, furniture, fittings and equipment in the area.

Library means the library on ground level of Building 3B2, and includes books, furniture and equipment in the Library. The Library is a Shared Facility.

Loading Dock means the loading dock designated (B) on the Stratum Plan and located in Building 3B2 at basement level 1 and accessed from Road 5. The Loading Dock is a Shared Facility.

Management Act means the Strata Schemes Management Act 2015 (NSW).

Minor Renovations has the meaning given in section 110 of the Management Act. Minor Renovations include works or alterations to the Common Property in connection with a Lot, such as changing light fittings, changing floor finishes, replacing or installing wiring and cabling and reconfiguring walls.

Occupier means the occupier, lessee or licensee of an Apartment.

Ovation Quarter Stage 1 means the land and buildings comprised in lots 2, 3, 4 and 7 in the Strataum Plan, being Building 3A, Building 3B1, Building 3B2 and the Retail/Commercial Component.

Ovation Quarter Stage 1 Residential means the residential components of Ovation Quarter Stage 1, being the improvements within Lots 2, 3 and 4 in the Stratum Plan.

Owner means:
(a) the owner for the time being of an Apartment; and
(i) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; and
(ii) for a Common Property Rights By-Law, the owner(s) of the Apartment(s) benefiting from the by-law; and
(b) a mortgagee in possession of an Apartment.

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Owners Corporation means The Owners - Strata Plan No. SP101329, being the Owners Corporation for the Building.

Residential Garbage Bin Holding Room means the garbage bin room at basement level 1 in Building 3B2 adjacent to the Loading Dock for use by the Residential Component for the storage of garbage bins prior to collection of garbage from the Building.

Residential Garbage Chute Room means the garbage waste and recycling waste chute room located on each residential level giving access to a garbage chute.

Residential Garbage Room means the garbage rooms at basement level 1 of the Building receiving garbage from the garbage chutes, including garbage bins, carousel and compactor and other equipment in or servicing that room.

Retail/Commercial Component means the component of Ovation Quarter Stage 1 within Lot 7 in the Stratum Plan.

Rules mean Rules made by the Owners Corporation according to by-law 35 (Rules).

Security Keys means a key, magnetic card or other device or information used in the Strata Scheme to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Shared Facilities has the same meaning as it does in the Strata Management Statement.

Strata Committee means the strata Scheme SP101329 established within Lot 4 in the Stratum Plan, and known as Sapphire.

Strata Management Statement means the strata management statement for Ovation Quarter Stage 1 registered with strata plan for Building 3A.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Stratum Plan means deposited plan DP1260687.

Visitor Parking Spaces means the 84 visitor car parking spaces reserved for use by visitors of Occupiers of the Residential Lots. The Visitor Parking Spaces are located on basement level 1 in Building 3A (34 spaces), Building 3B1 (31 spaces), and Building 3B2 (19 spaces).

39.2 References to certain terms
Unless a contrary intention appears, a reference in the by-laws to:
(a) words that this by-law does not explain have the same meaning as they do in the Management Act; and
(b) the word "you" means an Owner or Occupier; and
(c) a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for the Strata Scheme; and
(d) a document (including the by-laws) includes any amendment, addition or replacement of it; and
(e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
(f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
(g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
(h) the singular includes the plural and vice versa; and

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(i) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

39.3 Headings
Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

39.4 Severability
If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

39.5 Discretion in exercising rights
The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

39.6 Partial exercise of rights
If the Owners Corporation, Strata Committee, an Owner or an Occupier does not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

39.7 Remedies cumulative
The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

The Following are the Special By-laws registered with the scheme.

1 Pre-Meeting & Electronic Voting

Registration Date: 28/09/2023

A) Intention
The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting
(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting
The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability
Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to

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assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;
(i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

2 Levying of Debt Collection Expenses

Registration Date: 28/09/2023

PART 1 - Preamble
(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the strata committee that are incurred during the debt recovery process.
(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation
2.1 In this by-law, unless the context otherwise requires or permits:
'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.
'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of the strata committee for the pursuit of levy arrears or debt recovery against a lot owner.
'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.
'Lot' means any lot in the strata plan.
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme
'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.
'Reasonable expenses of the strata committee' means expenses that may approved by the strata committee at a properly convened executive committee meeting from time to time.
'The Act' means the Strata Schemes Management Act 2015.
2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.
2.3 In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the Act; and
(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
(i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
(ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
(iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

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(iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
(v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
(vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal
(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

3 Enforcement of By-Laws

Registration Date: 28/09/2023

Compliance with By-Laws
Each Owner, Occupier and Permitted Person must, at their own expense and in a timely fashion, perform and observe the By-Laws for the scheme 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 scheme.

Enforcing a By-Law
a) The Owners Corporation may do anything in a Lot or on the Common Property that an Owner or Occupier should have done under the Act or the By-Laws but which it has not done or, in the opinion of the Owners Corporation, has not been done properly.
b) The Owners Corporation may enforce a By-Law by legal means.
c) The Owners Corporation, Strata Committee or Strata Manager may issue notices to an Owner or Occupier informing them of a breach of the By-Laws for the scheme.
d) The Owners Corporation, Strata Committee or Strata Manager may issue a 'Notice to Comply' pursuant to Section 146 of the Act for non-compliance of the By-Laws and notices of the same.
e) The Owners Corporation, Strata Committee or Strata Manager may seek a monetary penalty pursuant to Section 147 of the Act for a breach of a 'Notice to Comply'.
f) Unless instructed by the Strata Committee, the Owners Corporation will not be involved in a dispute between the Owners and/or Occupants of two lots.

Owners Corporation Right to Remedy Breach
Where the Owner or Occupier (or the visitor/s) of a Lot breaches a By-Law, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending Lot Owner:
a) A fee of $50 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).
b) A fee of $100 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.
c) A fee of $250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.

Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a debt. Where an Administrative Fee has been applied pursuant to this By-law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

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Definitions
The following terms are defined to mean:
'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.
'Lot' means any Lot in the Strata Plan.
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.
'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.
'Strata Manager' means the Strata Managing Agent for the Owners Corporation.
'the Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015 (and any subsequent legislation), they will have the same meaning as the terms attributed under that Act.

4 Recovery of Costs for Fire Services & Works by Owners

Registration Date: 09/09/2024

1. Introduction
The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by prohibiting certain acts and enabling the Owners Corporation to recover certain costs.

2. Damaging Common Property and False Fire Alarms
2.1 An owner or occupier must not trigger a false fire alarm.
2.2 An owner or occupier must not carry out any works to their lot or the common property around the lot, including work that has been approved, which:
2.2.1 are in breach of, or which place the Owners Corporation's fire services in breach of any Law;
2.2.2 reasonably require in the Owners Corporation needing to engage a structural, fire safety or other engineer, or any other consultant, to assess the condition of the common property (unless the owner or occupier has already entered into a binding agreement to pay, and pays, the costs of that engagement); or
2.2.3 result in the Owners Corporation needing to carry out any work under section 106 of the SSMA.
2.3 Each owner must use all reasonable endeavours to ensure that their occupiers and invitees do not:
2.3.1 trigger a false fire alarm; or
2.3.2 carry out any works to which clause 2.2 applies, and:
2.3.3 must upon request provide to the Owners Corporation sufficient evidence to satisfy the Owners Corporation (on the balance of probabilities) that the owner has used those reasonable endeavours.

3. Owners Corporation's power in the event of a breach of this by-law
If an owner or occupier breaches this by-law, the Owners Corporation may:
3.1 if the breach is of clause 2.1 or 2.3.1, recover from the person responsible the charge issued to the Owners Corporation for that false fire alarm; and
3.2 if the breach is of clause 2.2 or 2.3.2, recover from the person responsible its reasonable costs or damages flowing from that breach, including:
3.2.1 the cost of carrying out works to the fire services to ensure they are compliant repairing the damaged common property;
3.2.2 the costs of engaging an engineer or consultant as referred to in clause 2.2;
3.2.3 the costs of carrying out any work of the type described in clause 2.2.3;
3.2.4 the Schedule B Costs in connection with clauses 3.2.1-3.2.3;
3.2.5 any legal fees of reasonably obtaining advice in connection with this by-law or any obligations in it; and
recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Scheule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

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4. Recovery
4.1 A debt will, if not paid within a month of (Interest Start Date):
4.1.1 sending the invoice to the responsible person; or
4.1.2 otherwise notifying the responsible person of the debt, bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.
4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.
4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation
In this by-law:
5.1 common property means the common property for this strata scheme.
5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs payable to the Owners Corporation under clauses 3.1-3.5 including any administrative costs (or Schedule B Costs).
5.3 false fire alarm means setting off a fire alarm (including a false fire alarm), so that the fire brigade or other organisation:
5.3.1 is required to attend the strata scheme; and
5.3.2 charges the Owners Corporation a fee for that attendance.
5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.
5.5 Legislation means the Strata Schemes Management Act and all other related legislation.
5.6 lot means a lot in the strata scheme.
5.7 occupier means an occupier of a lot in the strata scheme.
5.8 owner means an owner of a lot in the strata scheme.
5.9 person responsible means, at the Owners Corporation's discretion:
5.9.1 the person who has breached any one or more of clauses 2.1-2.3; or
5.9.2 an owner who is in breach of clause 2.2 or 2.3 by failing to use the necessary reasonable endeavours or take the reasonable steps.
5.10 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.
5.11 SSMA means the Strata Schemes Management Act 2015.
5.12 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.
5.13 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.
5.14 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

5 Recovery of Tenant Related Costs

Registration Date: 09/09/2024

1. Introduction
The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by requiring certain information about tenants.

2. Duties of Owners and Occupiers
2.1 Under section 258 of the SSMA, if a lot is leased, an owner must give notice of the lease to the Owners Corporation within 14 days of the commencement of the lease, and that notice must be in writing and specify:
2.1.1 The name of the Tenant;
2.1.2 The address for service of the Tenant;

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2.1.3 The date of commencement of the lease; and
2.1.4 The name of any letting agent acting for the owner in respect of that lease.
2.2 In addition to the requirements in section 258(4) of the Act, the owner must provide the following information to the Owners Corporation within 14 days of commencement of the lease:
2.2.1 An Australian mobile phone number for the Tenant; and
2.2.2 An email address for the Tenant.
2.3 Each owner and occupier must make their lot available during normal business hours, as long as at least 3 business days' notice has been given to them, for fire inspections, and any other inspections required to be carried out by the Owners Corporation (and for any other purpose) under the SSMA or any other Law.
2.4 Each owner must use all reasonable endeavours to ensure that their occupiers make the lot available as set out in clause 2.3.

3. Owners Corporation's power in the event of a breach of this by-law
If an owner or occupier breaches this by-law, the Owners Corporation may:
3.1 if the breach is of clause 2.1 and/or 2.2, recover from the owner the reasonable costs issued to the Owners Corporation (including Schedule B Costs and legal costs) flowing from that breach.
3.2 if the breach is of clause 2.3 or 2.4, recover from the person responsible its reasonable costs or damages flowing from that breach, including the reasonable costs of reinspection and procuring entry to that lot, including Schedule B Costs and legal costs, and recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Scheule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

4. Recovery
4.1 A debt will, if not paid within a month of (Interest Start Date):
4.1.1 sending the invoice to the responsible person; or
4.1.2 otherwise notifying the responsible person of the debt, bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.
4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.
4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation
In this by-law:
5.1 common property means the common property for this strata scheme.
5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs recoverable by the Owners Corporation under clause 3 including any administrative costs (or Schedule B Costs).
5.3 false fire alarm means setting off a fire alarm (including a false fire alarm).
5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.
5.5 lot means a lot in the strata scheme.
5.6 Tenant means a person who is a tenant or sub-tenant at a lot.
5.7 owner means an owner of a lot in the strata scheme.
5.8 person responsible means, at the Owners Corporation's discretion:
5.8.1 the person who has breached any one or more of clauses 2.1-2.4; or
5.8.2 an owner who is in breach of clause 2.3 or 2.4 by failing to use the necessary reasonable endeavours or take the reasonable steps.
5.9 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.
5.10 SSMA means the Strata Schemes Management Act 2015.
5.11 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

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Strata Plan 101329
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5.12 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.
5.13 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

6 Minor Renovations By-Law

Registration Date: 09/09/2024

1. Intention
The intention of this By-law is;
i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
ii. Define what Minor Works may be approved by the committee,
iii. Provide owners with an application process to have their Minor Works approved,
iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions
i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
b. Renovating any other room within a lot (not including structural works)
c. Changing or installing recessed light fittings,
d. Installing or replacing wood or other hard floors,
e. Installing or replacing wiring or cabling or power or access points,
f. Work involving reconfiguring walls,
g. Installing or replacing pipes and duct work,
h. Installing a rainwater tank,
i. Installing a clothesline,
j. Installing a reverse cycle split system or ducted air-conditioning system,
k. Installing double or triple glazed windows,
l. Installing a heat pump or hot water service,
m. Installing ceiling, wall or floor insulation,
n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations
i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the

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Owners Corporation at a general meeting.
vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process
An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;
i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
ii. A description of the Minor Renovations proposed,
iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
iv. Details of how any rubbish and debris will be disposed of during the construction process,
v. The estimated duration of the work,
vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals
The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.
i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
(2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
(3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
i. The supply of a Dilapidation Report prior to the commencement of the works,
ii. The supply of additional expert reports relevant to the proposed works,
iii. Payment of a Bond before commencement of the works,

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iv. Conditions surrounding noise and proposed times of work,
v. Provisions for cleaning and removal of debris,
vi. Conditions surrounding access to common property for trades, equipment and vehicles.
vii. Any other matter relevant to the application.

7 Absolution of Maintenance Lot Fixtures & Fittings

Registration Date: 09/09/2024

PART 1 - Introduction and Intent
(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent being that any fixture or fitting contained within the lot, whether specified in this Bylaw or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act.
(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building. Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions
2.1 In this by-law, unless the context otherwise requires or permits:
(a) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
(b) Lot means any lot in the strata plan
(c) Owner means the owner of the Lot
(d) Owners Corporation means the owners corporation created by the registration of strata plan 101329
(e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
(f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.
2.2 In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the Act; and
(d) references to legislation include references to amending and replacing legislation.

PART 3 - Terms and Conditions
In accordance with section 106(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;
3.1 Internal Areas
All decorative finishes within a lot, including but not limited to;
(a) All Cornices
(b) All Skirting Boards
(c) All Architraves and Internal Door Jams
(d) Wall tiles wherever located, including kitchen, bathroom and laundries
(e) Floor Tiles wherever located, including kitchen, bathroom and laundries

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(f) False Ceilings
(g) Mezzanines, Stairs and Handrails
(h) All paintwork and wall paper
(i) The cleaning of mould throughout the lot where the causative factors are purely environmental
3.2 Bathroom, Ensuites and Laundry Areas
All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) Shower screens
(c) Bathtub, including internal floor waste and drainage pipes
(d) Sinks and hand basins including internal drainage pipes,
(e) Cabinets and mirrors
(f) Toilet pan, including cistern and internal waste pipes
(g) All lights, light fittings and exhaust fans that only service the lot, wherever located
3.3 Kitchen Areas
All Kitchen fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) All internal waste and drainage pipes, including connection to the common stack
(c) Benchtops
(d) Sinks and insinkerators
(e) Ovens, Stoves and Cook Tops
(f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points
3.4 Floor Coverings
(a) All carpet within the lot
(b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
(c) All Floorboards, whether floating or fixed
(d) All parquetry, linoleum, vinyl and cork tiles, wherever located
(d) All parquetry, linoleum, vinyl and cork tiles, wherever located
3.5 Electrical Fittings & Appliances
(a) All lights and light fittings, including switches that service only one lot, including downlights and transformers that may be recessed in the ceiling
(b) All electrical sockets and wall plates
(c) Electrical main and sub-main that services only one lot, including fuses wherever located
(d) Smoke Detectors that only service one lot
(e) Alarm Systems that only service one lot
(f) Individual Garage Door Motors
(g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
(h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
(i) Ceiling Fans
(j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
(k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.
3.6 Front Door, Balcony Doors, Windows and Garage Area
(a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
(b) Automatic door closers
(c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
(d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

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8 Parking By-Law

Registration Date: 22/10/2024

1. No Parking on Common Property by Owners and Occupiers Without Approval
An owner or occupier of a lot must not park or stand any motor or other vehicle ("vehicle") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation.

2. No Parking on Common Property by Tenants to be Permitted by Owners Without Approval
An owner of a lot must:
(a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any vehicle on the common property except with the prior written approval of the owners corporation, and
(b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the common property except with the prior written approval of the owners corporation.

3. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces
An owner or occupier of a lot must:
(a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any vehicle on the common property except in a visitor parking space,
(b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the common property except in a visitor parking space.

4. Definition of a Visitor
A visitor is a person who stays in that Owner's Lot for not more than 24 hours in any one week.

5. Privately Owned Parking Spaces
Parking spaces owned privately (Lot property) must be clear of all stored items and debris, these parking spaces are solely for the parking of vehicles.

6. No Parking on Common Property by Outsiders
An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the common property, including the visitor parking spaces.

7. No Parking in Another Parking Space
An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

8. Breach of By-Law - No Parking Notices
(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:
(i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("removal notice"),
(ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
(iii) recover as a debt from the owner or occupier in breach of this by-law:
(A) the sum of $165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("administrative cost"), being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, and
(B) the expenses incurred by the owners corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis ("recovery costs").

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(b) For the avoidance of doubt, if the owners corporation issues more than one removal notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of notices it issues.

9. Breach of By-Law - Recovery of Expenses
9.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:
(a) rectify the breach, and/or
(b) to the extent permitted by law, recover from the owner or occupier as a debt:
(i) the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("breach expenses"); and
(ii) the expenses incurred by the owners corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis ("recovery expenses").
(c) charge interest (at the same rate that applies to overdue contributions under section 85 of the Strata Schemes Management Act 2015) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;
9.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.
9.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this bylaw.

10. Mode of Recovery of Expenses, Interest, etc
In the case of an owner of a lot, the owners corporation may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:
(a) the owner's account with the owners corporation;
(b) levy notices given to that owner; and
(c) certificates issued under section 184 of the Strata Schemes Management Act 2015 in respect of the owner's lot;
for the purpose of recovering any of those amounts from the owner as a debt.

11.Inconsistencies
To the extent that any provision in this by-law is inconsistent with any other by-law, the provision in this by-law will prevail to the extent of the inconsistency.

9 WH&S Policy By-Law

Registration Date: 01/09/2025

1. Introduction
The purpose of this by-law is to set up and record the owners corporation's WHS Policy if an Serious Event occurs.

2. Policy
2.1 If any Owner or Occupier is aware of a Serious Event, or has constructive knowledge of a Serious Event, they must immediately report the Serious Event to:
(a) The Strata Manager; and
(b) If the owners corporation has a Building Manager, the Building Manager (as well).
2.2 Upon becoming aware of a Serious Event, the owners corporation must take the following steps (Steps), as soon as possible, or require that its Strata Manager or Building Manager take those Steps as soon as possible:
(a) Engage a consultant to carry out an immediate Risk Assessment;
(b) If there is any obvious risk or risk identified in that Risk Assessment:
(1) take the relevant common property out of service immediately, if that is recommended in the Risk Assessment, or reasonably required before receiving the Risk Assessment; and
(2) post signage, and send an email to every Owner and Occupier, to the effect that the damaged common

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property is not to be touched or operated until it is fully repaired or replaced or has been deemed safe by a competent person.
(c) Implement measures to keep persons away from the damaged common property, such as temporary barricades, exclusion zones and warning signs.
(d) Develop and implement a safe work method statement or safe work procedure for any altered operation of any damaged common property still able to be used;
(e) Engage a competent person to repair or replace the damaged common property as soon as possible;
2.3 The owners corporation must also do the following, until the Steps are complete:
(a) If it requires its Strata Manager or Building Manager to take those Steps, follow up that Strata Manager or Building Manager as soon and as often as the circumstances require; and
(b) If it engages a consultant or tradesperson, follow up that consultant or tradesperson as soon and as often as the circumstances require.
2.4 If the owners corporation directs or requires its Strata Manager or Building Manager to take the Steps, that Strata Manager or Building Manager must follow up any consultant, tradesperson or other person it engages as soon and as often as the circumstances require.
2.5 The owners corporation acknowledges that any work the Strata Manager or Building Manager carries out under a direction given in this by-law is likely to incur additional fees to the owners corporation, calculated in accordance with the relevant agreement in place at the time.

3. Interpretation
In this by-law:
3.1 Building Manager means any person or company appointed as the owners corporation's building manager under Part 4 of the SSMA.
3.2 common property means the common property for this strata scheme.
3.3 lot means a lot in the strata scheme.
3.4 Occupier means any occupier of a lot.
3.5 Owner means an owner of a lot in the strata scheme.
3.6 Risk Assessment means a risk assessment addressing the risk to any person or property arising from the Serious Event, carried out by a suitably qualified consultant.
3.7 Serious Event means any event or happening, whether through someone's fault, or by accident, or through wear and tear, or by any other means, whereby common property is damaged or compromised so that:
(a) there is any foreseeable risk of collapse of any part of the building, or any structure;
(b) there is any foreseeable risk of further damage to common property or lot property as a result of that Serious Event;
(c) there is any foreseeable risk of possible injury or death to any owner, occupier or invitee (including employees);
3.8 SSMA means the Strata Schemes Management Act 2015.
3.9 Steps means the steps set out in clause 2.2.
3.10 Strata Manager means any person or company appointed as the owners corporation's strata manager under Part 4 of the SSMA.
3.11 WHS Policy means a policy under the Work Health Safety Act 2011.
3.12 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.
3.13 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the owners corporation to carry out work, this by-law will apply to the extent of that conflict.
3.14 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

10 Payment of Insurance Excesses

Registration Date: 01/09/2025

A) Intention

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The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

B) Definitions
i. The following terms are defined to mean:
'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;
'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;
'Lot' means any lot in the strata plan;
'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air conditioning apparatus;
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the Owners Corporation created by the registration of strata plan
'the Act' means the Strata Schemes Management Act 2015.
ii. Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

C) Payment of Excesses
(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;
(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;
(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;

D) Owners Right of Appeal
(i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by this By-law shall stand.

E) Rights, Powers and Obligations of the Owners Corporation
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
(i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;
(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

11 Recovery of Stationery Expenses

Registration Date: 01/09/2025

Intention

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NETSTRATA

By-Laws

Electronic signature of me, Andrew Tunks, affixed by me, on 01/09/25 at 11:30 AM Property & Stock Agent Act 2002 Licence No 1361054

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i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions
i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
ii. The following terms are defined to mean:
'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;
'Administrative Fee' means an amount of $20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation
'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.
'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non electronic means
'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners
i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation
i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

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Common Seal

Report Date: 1st September 2025

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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

For the common property
CP/SP 101329

(B) LODGED BY

Document Collection Box	Name / Company / Address / E-mail / Customer Account Number	CODE
573X	Company NETWORK STRATA SERVICES Address PO BOX 265 HURSTVILLE BC NSW 1481 E-mail admin@netstrata.com.au Contact Number 1300 638 787 Customer Account Number 123421L Reference 101329	CH

(C) The Owner-Strata Plan No. 101329 certify that a special resolution was passed on 25/8/2025

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

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 9,10,11
Amended by-law No. NOT APPLICABLE
as fully set out below :

Strata Plan
...101329....
Common Seal

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A .

(G) The seal of The Owners-Strata Plan No. 101329 was affixed on 1/9/2025 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 : **Electronic signature of me, Andrew Tunks, affixed by me, on 01/09/25 at 11:30 AM**
Property & Stock Agent Act 2002 Licence No 1361054

Name : ANDREW TUNKS - NETSTRATA

Authority : Appointed Managing Agent

Signature :

Name :

Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

Req:R085885 /Doc:DL AV541964 /Rev:28-Oct-2025 /NSW LRS /Prt:06-Nov-2026 05:47 /Seq:52 of 52
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Owners Corporation Consent Strata Scheme No 101329

Date 1 September 2025

CP/SP 101329

Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 101329

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 101329 by section 273 Strata Schemes Management Act 2015.

I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws Plans & diagrams

Regards

Attestation

The seal of The Owners - Strata Plan No 101329 was affixed on 01/09/25 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:..... Name: Andrew Tunks (Netstrata) Authority: Appointed Strata Agent
Electronic signature of me, Andrew Tunks, affixed by me, on 01/09/2025 at 11:30 AM
Property & Stock Agent Act 2002 Licence No 1361054

Strata Plan
...101329....
Common Seal

^ Insert appropriate date

"WARNING"

THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Certificate No: 2026/7492

Fee: $73.50

Issue Date: 6 November 2026

Receipt No: 8617479

Applicant Ref: 23358:284917

DESCRIPTION OF LAND

Address: 903/2 Honeyeater Street
LIDCOMBE NSW 2141

Lot Details: Lot 91 SP 101329

SECTION A

The following Environmental Planning Instrument to which this certificate relates applies to the land:

Parramatta Local Environmental Plan 2023

For the purpose of **Section 10.7(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:

The land is zoned: R4 High Density Residential PLEP2023

Zone R4 High Density Residential (Parramatta Local Environmental Plan 2023)

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act, 1979. NOTE: This table is an excerpt from Parramatta Local Environmental Plan 2023 and must be read in conjunction with and subject to the other provisions of that instrument, and in force at that date.

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for high density residential development close to open space, major transport nodes, services and employment opportunities.
- To provide opportunities for people to carry out a reasonable range of activities from their homes if the activities will not adversely affect the amenity of the neighbourhood.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; School-based child care; Semi-detached dwellings; Seniors housing; Shop top housing; Water recycling facilities

4 Prohibited

Any development not specified in item 2 or 3

Additional Permitted Uses – PLEP 2023

The land is identified as “7” on the Additional Permitted Uses Map of the Parramatta Local Environmental Plan 2023.

7 Use of certain land at Carter Street, Lidcombe

(1) This clause applies to land identified as "7" on the Additional Permitted Uses Map.
(2) Development for the purposes of food and drink premises is permitted with development consent.

SECTION B

State Policies and Regional Environmental Plans

The land is also affected by the following State Environmental Planning Policies (SEPP) and Regional Environmental Plans (SREP):

State Environmental Planning Policy (SEPP) (Biodiversity and Conservation) 2021
State Environmental Planning Policy (SEPP) (Planning Systems) 2021
State Environmental Planning Policy (SEPP) (Resilience and Hazards) 2021
State Environmental Planning Policy (SEPP) (Transport and Infrastructure) 2021
State Environmental Planning Policy (SEPP) (Precincts—Central River City) 2021
State Environmental Planning Policy (SEPP) (Housing) 2021
State Environmental Planning Policy (SEPP) (Resources and Energy) 2021
State Environmental Planning Policy (SEPP) (Primary Production) 2021
State Environmental Planning Policy (SEPP) (Sustainable Buildings) 2022
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008

N.B. All enquiries as to the application of Draft State Environmental Planning Policies should be directed to The NSW Department of Planning, Housing and Infrastructure.

Draft Local Environmental Plan

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

Development Control Plan

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

Draft Parramatta Development Control Plan (DCP) 2023 - Housekeeping and Policy Amendment No.1

The land is affected by the Carter Street Precinct Development Framework 2020.

Development Contribution Plan

The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

The City of Parramatta (Outside CBD) Development Contributions Plan 2021 Amendment 1 applies to the land.

Heritage Item/Heritage Conservation Area

An item of environmental heritage is not situated on the land.

The land is not located in a heritage conservation area.

Road Widening
The land is not affected by road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993.
(b) Any Environmental Planning Instrument.
(c) Any Resolution of Council.

Land Reservation Acquisition
The land is not affected by Land Reservation Acquisition in Parramatta Local Environmental Plan 2023.

Site Compatibility Certificate (Affordable Rental Housing)
At the date of issue of this certificate Council is not aware of any

a. Site compatibility certificate (affordable rental housing),

in respect to the land.

Contamination
Matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed:

Clause 59(2)(a) - is the land to which the certificate relates is significantly contaminated land?
NO

Clause 59(2)(b) - is the land to which the certificate relates is subject to a management order?
NO

Clause 59(2)(c) - is the land to which the certificate relates is the subject of an approved voluntary management proposal?
NO

Clause 59(2)(d) - is the land to which the certificate relates is subject to an ongoing maintenance order?
NO

Clause 59(2)(e) - is the land to which the certificate relates is the subject of a site audit statement?
YES

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

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

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

Tree Preservation
The land is subject to Section 5.3.4 Trees and Vegetation Preservation in the Parramatta Development Control Plan (DCP) 2023.

Council has not been notified of an order under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

Coastal Protection
Has the owner (or any previous owner) of the land been consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?
NO

Council Policy
Land is affected by relevant acid sulphate soil classes 1 to 5 (high to low probability of acid sulphate soils being present) under Parramatta Local Environmental Plan 2023. To determine the relevant acid sulphate soils class for the land, the applicant should refer to Council's Acid Sulphate Soils Map - Parramatta Local Environmental Plan 2023 which is available on the New South Wales legislation website at www.legislation.nsw.gov.au.

Council has not adopted a policy to restrict the development of the land by reason of the likelihood of projected sea level rise (coastal protection), tidal inundation, subsidence or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre

Council has been notified that the Department of Planning has adopted the New South Wales Coastal Planning Guideline: Adapting to Sea Level Rise (August 2010). The guideline can be viewed at www.planning.nsw.gov.au.

The applicant should also refer to projected sea level rise low, medium and high scenario maps on
http://www.ozcoasts.org.au/climate/Map_images/Sydney/mapLevel2.jsp for further information.

NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019' applies to land within the City of Parramatta. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

Please note: this is a statement of Council policy and not a statement on whether or not the property is affected by bushfire. That question is answered in the Bushfire Land section of this certificate.

Mine Subsidence
The land is not affected by the Coal Mine Subsidence Compensation Act 2017 proclaiming land to be a Mine Subsidence District.

Bushfire Land
The land is not bushfire prone land.

Threatened Species
The Environment Agency Head with responsibility for the Biodiversity Conservation Act 2016 has not advised Council that the land includes or comprises an area of outstanding biodiversity value.

Biodiversity certified land
The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Note. *Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.*

Biodiversity stewardship sites
The Chief Executive of the Office of Environment and Heritage has not notified the Council if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

Property vegetation plans
Council has not been notified of the existence of the property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 on the land.

Paper Subdivision information
The land is not subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot. A subdivision order does not apply to the land.

Note: Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Environmental Planning and Assessment Act 1979, Schedule 7.

Western Sydney Aerotropolis
Under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land:

(a) is not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,

(b) is not shown on the Lighting Intensity and Wind Shear Map,
(c) is not shown on the Obstacle Limitation Surface Map,
(d) is not in the "public safety area" on the Public Safety Area Map,
(e) is not in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

Loose-Fill Asbestos Register
Council has not been notified by NSW Fair Trading of the property being listed on the loose-fill asbestos insulation register maintained by the Secretary of NSW Fair Trading.

Affected Building Notices and Building Product Rectification Orders
Council is not aware of whether there is any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land.

Note: ***affected building notice*** has the same meaning as in the *Building Products (Safety) Act 2017.* ***building product rectification order*** has the same meaning as in the *Building Products (Safety) Act 2017.*

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Exempt Development Codes

Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
The land **is not** land where the exempt development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Clauses 1.16(1)(b1)–(d) or Clause 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes)
The following information only addresses whether or not the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that exempt development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict exempt development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant exempt development provisions for the land.

Exempt Development pursuant to the exempt development codes **may** be carried out on the land under **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying Development Codes

Note: This does not constitute a Complying Development Certificate under section 4.27 of the Environmental Planning and Assessment Act 1979

Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
The land is not land where the complying development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
The following information only addresses whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of **Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that complying development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict complying development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant complying development provisions for the land. Failure to comply with these provisions may mean that a Complying Development Certificate is invalid.

Housing Code, Inland Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code and Greenfield Housing Code
Complying Development pursuant to the Housing Code, Inland Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code and Greenfield Housing Code **may not** be carried out on the land or part of the land. The land is affected by specific land exemptions under **Clause 1.17A or Clause 1.18 (1) (c3) or Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land exemptions are:

- Part of the land is identified on an Acid Sulphate Soils Map as being Class 1 or Class 2,
  (Land Exemption Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008)

Industrial and Business Buildings Code

Complying Development pursuant to Industrial and Business Buildings Code **may not** be carried out on the land or part of the land. The land is affected by specific land exemptions under **Clause 1.17A or Clause 1.18 (1) (c3) or Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land exemptions are:

- Part of the land is identified on an Acid Sulphate Soils Map as being Class 1 or Class 2,
  (Land Exemption Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008)

Housing Alterations Code; General Development Code; Industrial and Business Alterations Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code

Complying Development pursuant to the Housing Alterations Code, General Development Code, Industrial and Business Alterations Code, Container Recycling Facilities Code, Subdivision Code, Demolition Code and Fire Safety Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Flood related development controls - 9(1) - *flood planning area*

The land or part of the land is within the flood planning area and subject to flood related development controls.

*'**flood planning area** has the same meaning as in the Flood Risk Management Manual.*
***Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.'*

Flood related development controls – 9(2) - *probable maximum flood*

The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

*'**probable maximum flood** has the same meaning as in the Flood Risk Management Manual.*
***Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.'*

SPECIAL NOTES

The land is identified as Class 2 on the Acid Sulfate Soils map. Refer to Clause 6.1 of Parramatta Local Environmental Plan 2023.

The land is identified as Class 5 on the Acid Sulfate Soils map. Refer to Clause 6.1 of Parramatta Local Environmental Plan 2023.

Applicants for Sections 10.7 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.

The following additional information is issued under Section 10.7(5)
The following information is provided pursuant to S10.7(5) the Council supplies information as set out below on the basis that the Council takes no responsibility for the accuracy of the information. The information if material should be independently checked by the applicant.

Draft Parramatta Development Control Plan (DCP) 2023 - Housekeeping and Policy Amendment No.1
Between 12 October 2026 and 9 November 2026, Council is exhibiting the Draft Parramatta Development Control Plan (DCP) 2023 - Housekeeping and Policy Amendment No.1. The Draft Parramatta Development Control Plan contains policy and Administrative 'Housekeeping' amendments to the Parramatta Development Control Plan (DCP) 2023.

Further information can be found at https://participate.cityofparramatta.nsw.gov.au/parramatta-dcp-amendment or by contacting Council.

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.

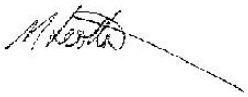
You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose 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.

Steven Head
Interim Chief Executive Officer

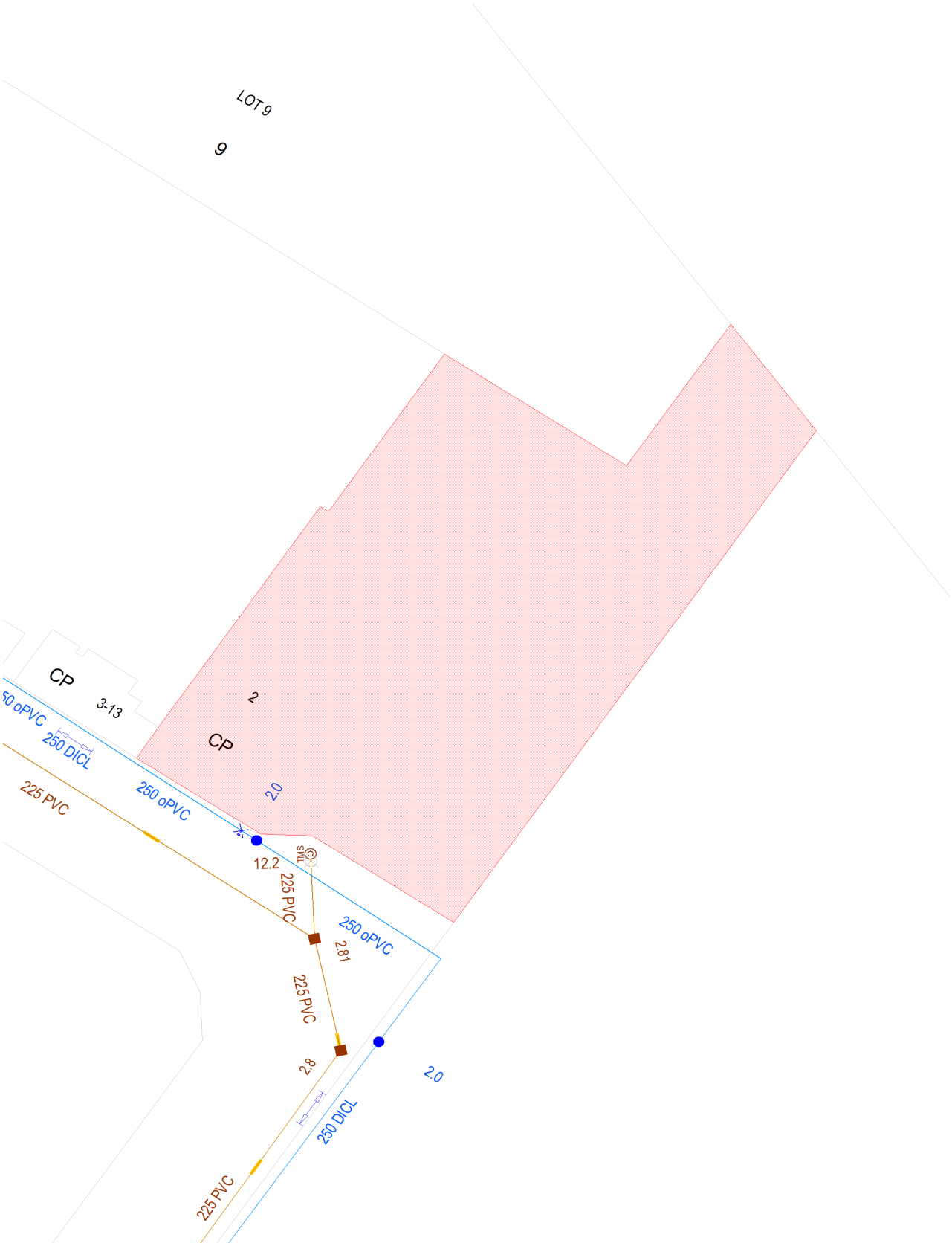
per



dated 6 November 2026

Service Location Print

Application Number: 8005669672



Document generated at 06-11-2026 08:00:53 AM

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

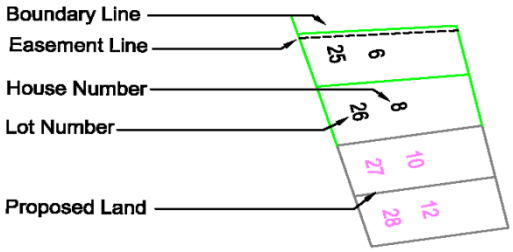
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
BRICK	Brick	**CI**	Cast Iron
CICL	Cast Iron Cement Lined	**CONC**	Concrete
COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
FL BAR	Forged Locking Bar	**GI**	Galvanised Iron
GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
PP	Polypropylene	**PVC**	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	**PVC - O**	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	**RC**	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	**S**	Steel
SCL	Steel Cement (mortar) Lined	**SCL IBL**	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	**SPL**	Steel Polymeric Lined
SS	Stainless Steel	**STONE**	Stone
VC	Vitrified Clay	**WI**	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

6 November 2026

Infotrack Pty Limited

Reference number: **8005669673**

Property address: **U 903/2 Honeyeater St Lidcombe NSW 2141**

Sewer service diagram is not available

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

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

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

Sincerely

The Sydney Water team