

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
<b>vendor's agent</b>	RE/MAX Prestige Shop 7.1, 2 Dawn Fraser Avenue, Sydney Olympic Park NSW 2128	<b>phone:</b> 02 9319 1864 <b>email:</b> jamie.bae@remax.com.au
<b>co-agent</b>		
<b>vendor</b>	Henry Lee and Younggran Lee	
<b>vendor's solicitor</b>	JHP Lawyers Suite 7.04, 99 York Street Sydney NSW 2000	<b>phone:</b> 02 7233 0777 <b>email:</b> jae@jhplawyers.com.au <b>ref:</b> CV:25237
<b>date for completion</b>	42 days after the contract date	(clause 15)
<b>land (address, plan details and title reference)</b>	Unit 350, 7 Flock Street Lidcombe NSW 2141 LOT 20 STRATA PLAN SP98716 Folio Identifier 20/SP98716	
<b>improvements</b>	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
<b>attached copies</b>	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

**buyer's agent**

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

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>          <p>_____</p> <p>Vendor</p>          <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>          <p>_____</p> <p>Purchaser</p>          <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>          <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p>          <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p>          <p>_____ Office held</p> <p>_____ Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>          <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p>          <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p>          <p>_____ Office held</p> <p>_____ Office held</p>

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

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

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

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):

## List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input checked="" type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 33 property certificate for strata common property</li> <li><input checked="" type="checkbox"/> 34 plan creating strata common property</li> <li><input checked="" type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to the off the plan contract</li> </ul>
<p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>

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

Genesis Strata Management  
Level 4, 86 Liverpool Street, Sydney NSW 2000  
strata@genesistrata.com.au  
02 8011 1400

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is **NO COOLING OFF PERIOD**—
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;



<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
  - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
    - bear equally any disbursements or fees; and
    - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and populate an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

## 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

## 9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
  - 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
  - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 served at the earliest time it is served, if it is served more than once; and
  - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
    - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
    - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
    - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
    - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
  - **Place for completion**
    - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
      - 30.6.1 if a special completion address is stated in this contract - that address; or
      - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
      - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
    - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
  - **Payments on completion**
    - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
    - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
      - 30.10.1 the amount is to be treated as if it were paid; and
      - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
    - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
      - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
      - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
    - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
      - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
      - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

7 FLOCK ST LIDCOMBE NSW 2147

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## **SPECIAL CONDITIONS**

**BETWEEN**     the Vendor named on front page of this Contract

**AND**             the Purchaser named on front page of this Contract.

These are the special conditions to the contract for the sale of land. In the event of any discrepancy between these special conditions and the standard terms of this contract, the clauses contained in these special conditions shall prevail.

### **1.    Amendment to standard terms of contract**

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The clause of the standard terms of this contract is amended as follows:

- (a)    In Clauses 2.2 and 4.1, the word "Normally" is deleted.
  - (b)    Clause 5.1 is deleted.
  - (c)    In Clause 5.2.1, "21 days" is deleted and replaced with "7 days".
  - (d)    In Clause 7, "before completion" is deleted and replaced with "not less than 14 days before the Completion Date".
  - (e)    In Clause 7.1.1, "5% of the price" is deleted and replaced with "\$1.00".
  - (f)    In Clause 7.2.1, "10%" is deleted and replaced with "\$1,000.00".
  - (g)    In Clause 8.1.1, the words "on reasonable grounds" is deleted.
  - (h)    In Clause 8.1.2, the words "and those grounds" is deleted.
  - (i)    In Clauses 10.1.8 and 10.1.9, the word "substance" is deleted and replaced with "existence".
  - (j)    Clause 16.8 is deleted.
  - (k)    Clauses 23.13 and 23.14 are deleted and replaced with "The purchaser must obtain an information certificate at their own costs and serve on the vendor not less than 7 days prior to the Completion Date. The vendor hereby authorises the purchaser to apply for the certificate."
  - (l)    Clause 23.6.1 is deleted and replaced with "the purchaser is liable for any instalments due after the completion date".
  - (m)    Clause 23.9 is deleted.
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## **2. Interpretation**

In this contract unless the contrary intention appears:

- (a) a gender includes any gender;
- (b) the singular includes the plural and vice versa;
- (c) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (d) headings do not affect interpretation; and
- (e) a reference to legislation includes but is not limited to a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument under it.

## **3. Death or incapacity**

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

## **4. Notice to complete**

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

## **5. Purchaser acknowledgements**

- (a) The purchaser acknowledges that they are purchasing the property:
    - (i) In its present condition and state of repair;
    - (ii) Subject to all defects latent and patent;
    - (iii) Subject to any infestations and dilapidation;
    - (iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
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- 
- (v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- (b) The purchaser agrees not to seek to, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

**6. Purchaser to be satisfied as to use**

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The purchaser acknowledges that the vendor does not in any way warrant the use to which the property may be used and the purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. The use of the property by the vendor does not of itself mean that such use is a permitted use.

**7. Late completion**

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In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not. The Purchaser shall also be responsible for additional Vendor's costs in the sum of \$220.00 payable on settlement for the Vendor's costs in serving a notice to complete.

**8. Completion booking cancellation**

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If the purchaser cancels settlement for a particular day after appropriate arrangements have been made, the purchaser will allow on settlement a GST inclusive fee of \$165.00 as agreed additional costs arising from each cancellation.

**9. Deposit**

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Although a full 10% deposit is payable by the purchaser, the vendor may agree to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange. If the vendor has agreed to accept lesser amount of deposit on exchange, the balance of the deposit must be paid to the vendor by the purchaser on or before the settlement. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms of this contract.

**10. Requisitions**

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The purchaser agrees that the requisitions on title annexed to this contract are the only form of requisitions that the purchaser is entitled to make under clause 5 of this contract.

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**11. Agent**

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The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

**12. Smoke alarms**

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If the subject property does not have smoke alarms installed or is not compliant with the Environmental Planning and Assessment Act 1979 or any other legislation, the purchaser must comply immediately upon settlement and cannot make any claims, requisitions, claim for compensation or delay the settlement.

**13. Swimming pool**

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If a non-compliance certificate is attached to this contract, it shall be the purchaser's responsibility to rectify any defects and obtain a certificate of compliance within the due date following the settlement, and the purchaser cannot not make any claims, requisitions, claim for compensation or delay the settlement arising out of the swimming pool.

**14. Foreign Purchaser**

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The purchaser warrants:

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
  - (b) That the Purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser. .
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## 15. Electronic settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures.
- (c) Within 7 days of exchange the vendor will 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.
- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) 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. The parties must settle as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

## 17. Release of deposit

- ~~(a) Despite the provisions of clause 2 of this contract, the parties agree that the vendor is entitled to use all of or so much of the deposit paid by the purchaser under this contract towards payment of:
    - ~~(i) the deposit; and~~
    - ~~(ii) transfer duty,~~payable by the vendor under a contract to purchase another property.~~
  - ~~(b) Where the deposit is to be used for transfer duty, the purchaser agrees to release absolutely all or part of the deposit for such purpose. When requested by the vendor, the purchaser will provide written authority to the deposit holder for the release of all of or so much of the deposit as required pursuant to this condition.~~
  - ~~(c) Where the deposit is to be used for the deposit payable by the vendor under a contract to purchase another property, the deposit must be placed in the trust account of the real estate agent or vendor's solicitor in such subsequent purchase and the deposit must not be released to the vendor in such subsequent purchase and the contract in relation to such subsequent purchase must contain a special condition making completion of that contract conditional upon completion of this contract.~~
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- (d) ~~The parties agree that this special condition is sufficient authority for the deposit holder to release the whole or part of the deposit to the vendor for the purposes of this special condition. However, in the event the depositholder requires a written authority, the purchaser or their solicitor must provide a written authority within 48 hours of being requested.~~
- (e) If the vendor requires payment of sum that is greater than the balance purchase price to discharge any liabilities including any loan balances for the settlement to be effected, the vendor may require the purchaser to provide a written authority to the depositholder to release any part of the deposit to the vendor's solicitor's or their settlement agent's trust account for the purpose of disbursing on settlement. If requested to do so, the purchaser or their solicitor must provide a written authority within 48 hours of being requested.

## **16. Minor Renovation**

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The vendor discloses that the study space has been converted into a storage room with shelves, which work was undertaken without any owner's corporations' approval, and is uncertain as to whether this minor work requires any approval. The purchaser cannot not make any claims, requisitions, claim for compensation or delay the settlement arising out of this disclosure.

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## **Conditions of sale of land by auction**

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- (a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.
- (b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (c) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
- (d) The highest bidder is the purchaser, subject to any reserve price.
- (e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
- (g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (h) A bid cannot be made or accepted after the fall of the hammer.
- (i) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.

In addition to the conditions above the following conditions apply to the sale by auction of residential property or rural land:

- (j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.
- (k) The auctioneer may make only one vendor bid at an auction of residential property or rural land.
- (l) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator

- (m) More than one vendor bid may be made to purchase the interest of a co-owner.
  - (n) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
  - (o) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
-

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



LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

## Title Search

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

FOLIO: 20/SP98716

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/8/2025	9:55 PM	2	5/11/2020

LAND

----

LOT 20 IN STRATA PLAN 98716

AT LIDCOMBE

LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

-----

YOUNGRAN LEE

HENRY LEE

AS JOINT TENANTS

(T AQ533277)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP98716

2 AQ533278 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

CV:25237...

PRINTED ON 20/8/2025

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



FOLIO: CP/SP98716

SEARCH DATE	TIME	EDITION NO	DATE
15/1/2024	1:16 PM	3	16/9/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 98716  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LIDCOMBE  
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA  
PARISH OF CONCORD COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP98716

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 98716  
ADDRESS FOR SERVICE OF DOCUMENTS:  
7-9 CARTER STREET  
LIDCOMBE  
NSW 2141

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.134 PUBLIC WORKS ACT, 1900)
- 2 DP1228764 EASEMENT FOR ACCESS 20 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1228764 EASEMENT FOR SERVICES 20 METRE(S) WIDE AND VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1228764 EASEMENT FOR OVERLAND FLOW 20 METRE(S) WIDE AND VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1247218 EASEMENT FOR DRAINAGE OF WATER 10 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1247218 EASEMENT FOR OVERLAND FLOW 10 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1247218 EASEMENT FOR EMERGENCY EGRESS 10 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1247218 EASEMENT FOR LIGHT, AIR AND VENTILATION 0.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1247218 RESTRICTION(S) ON THE USE OF LAND
- 10 DP1247218 POSITIVE COVENANT
- 11 AN886975 LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION OF SUBSTATION PREMISES NO. S78631 DESIGNATED (A) TOGETHER WITH AN EASEMENT FOR ELECTRICITY & OTHER PURPOSES VAR WIDTH AND A RIGHT OF CARRIAGEWAY VAR WIDTH SHOWN DESIGNATED (B) & (C) IN DP1247549. EXPIRES: 18/9/2068. OPTION OF RENEWAL: 25

END OF PAGE 1 - CONTINUED OVER

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PRINTED ON 15/1/2024

FOLIO: CP/SP98716

PAGE 2

## SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

YEARS.

12 AQ390861 CONSOLIDATION OF REGISTERED BY-LAWS

13 AQ390861 INITIAL PERIOD EXPIRED

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20000)

## STRATA PLAN 98716

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 98		2 - 101		3 - 101		4 - 124	
5 - 82		6 - 101		7 - 81		8 - 100	
9 - 100		10 - 122		11 - 79		12 - 100	
13 - 97		14 - 100		15 - 101		16 - 121	
17 - 101		18 - 101		19 - 97		20 - 111	
21 - 111		22 - 128		23 - 102		24 - 101	
25 - 98		26 - 131		27 - 102		28 - 99	
29 - 136		30 - 104		31 - 105		32 - 100	
33 - 128		34 - 102		35 - 100		36 - 123	
37 - 104		38 - 105		39 - 98		40 - 129	
41 - 103		42 - 100		43 - 123		44 - 105	
45 - 105		46 - 98		47 - 130		48 - 104	
49 - 101		50 - 124		51 - 105		52 - 106	
53 - 99		54 - 130		55 - 105		56 - 102	
57 - 125		58 - 106		59 - 107		60 - 100	
61 - 132		62 - 105		63 - 102		64 - 125	
65 - 107		66 - 107		67 - 100		68 - 132	
69 - 106		70 - 103		71 - 126		72 - 107	
73 - 108		74 - 101		75 - 133		76 - 107	
77 - 104		78 - 127		79 - 108		80 - 109	
81 - 102		82 - 146		83 - 123		84 - 118	
85 - 134		86 - 129		87 - 136		88 - 124	
89 - 104		90 - 104		91 - 104		92 - 107	
93 - 81		94 - 103		95 - 124		96 - 84	
97 - 106		98 - 101		99 - 102		100 - 102	
101 - 100		102 - 100		103 - 79		104 - 82	
105 - 105		106 - 100		107 - 100		108 - 106	
109 - 106		110 - 106		111 - 105		112 - 103	
113 - 100		114 - 101		115 - 79		116 - 83	
117 - 106		118 - 80		119 - 101		120 - 100	
121 - 122		122 - 113		123 - 110		124 - 101	
125 - 80		126 - 84		127 - 107		128 - 81	
129 - 102		130 - 110		131 - 102		132 - 81	
133 - 84		134 - 107		135 - 82		136 - 102	
137 - 102		138 - 81		139 - 85		140 - 108	
141 - 83		142 - 124		143 - 111		144 - 104	
145 - 82		146 - 86		147 - 109		148 - 84	
149 - 125		150 - 108		151 - 105		152 - 83	

END OF PAGE 2 - CONTINUED OVER

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FOLIO: CP/SP98716

PAGE 3

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

## STRATA PLAN 98716

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
153	- 86	154	- 109	155	- 84	156	- 125
157	- 109	158	- 105	159	- 84	160	- 87
161	- 110	162	- 85	163	- 126	164	- 109
165	- 106	166	- 84	167	- 88	168	- 111
169	- 86	170	- 127	171	- 111	172	- 107
173	- 85	174	- 88	175	- 113	176	- 88
177	- 129	178	- 112	179	- 107	180	- 86
181	- 90	182	- 114	183	- 88	184	- 130
185	- 127	186	- 121	187	- 138	188	- 131
189	- 89	190	- 146	191	- 4		

## NOTATIONS

DP1247549 PLAN OF PROPOSED EASEMENT

UNREGISTERED DEALINGS: NIL

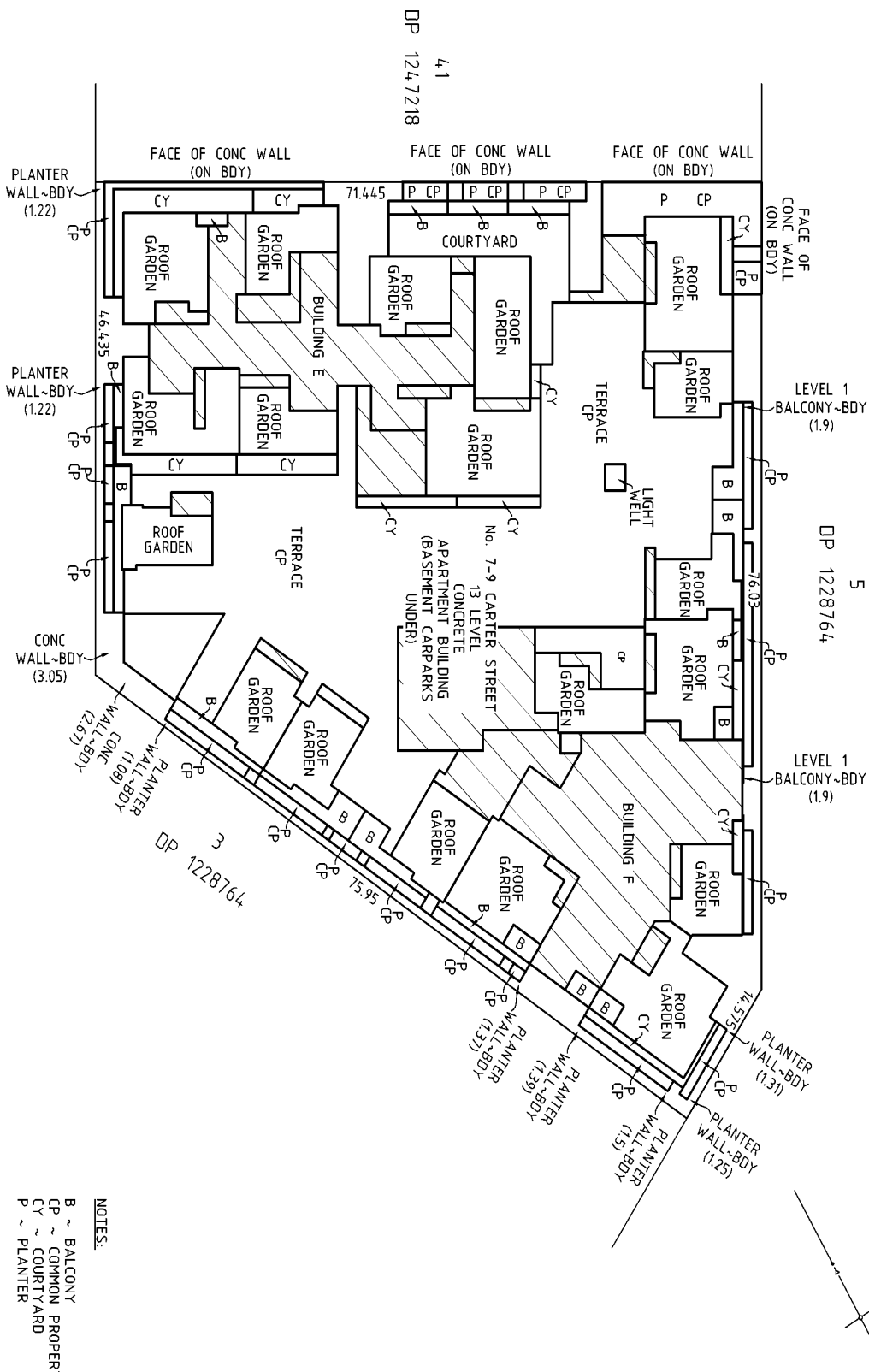
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Pending

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## LOCATION PLAN



NOTES:

B ~ BALCONY  
CP ~ COMMON PROPERTY  
CY ~ COURTYARD  
P ~ PLANTER

SURVEYOR

Name: JASON RAIC

Date: \_\_\_\_\_

Surveyor's Reference: 44740 061SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality : LIDCOMBE

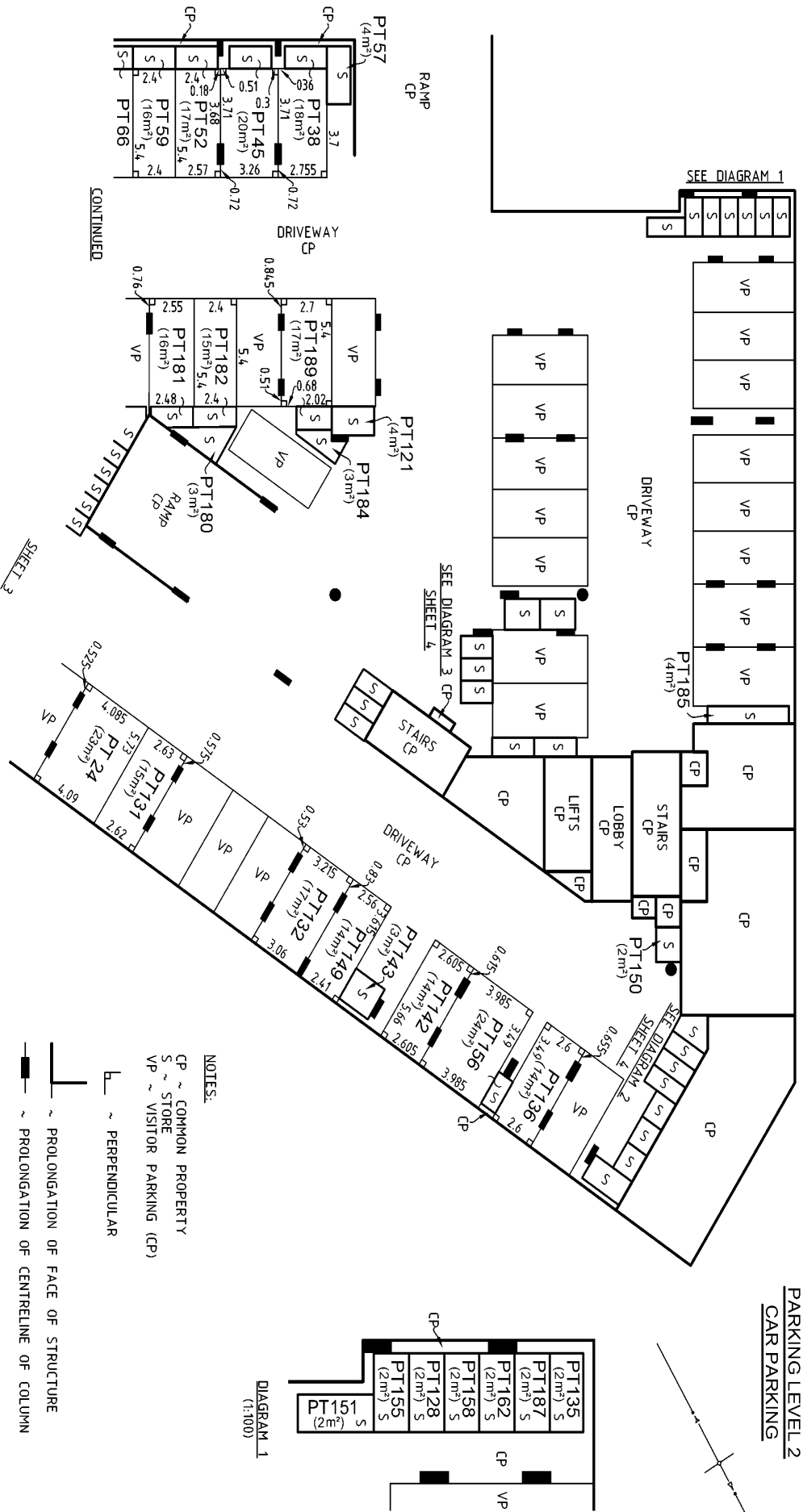
Lengths are in metres.

Registered



10.1.2019

SP98716



CP ~ COMMON PROPERTY  
S ~ STORE  
VP ~ VISITOR PARKING (CP)

└ ~ PERPENDICULAR

└ ~ PROLONGATION OF FACE OF STRUCTURE

— ~ PROLONGATION OF CENTRELINE OF COLUMN

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

SURVEYOR

Name: JASON RAIC

Date: \_\_\_\_\_

Surveyor's Reference: 44740 061SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality : LIDCOMBE

Reduction Ratio 1: 200

Registered



10.1.2019

SP98716

SP98716

PLAN FORM 1 (A3)

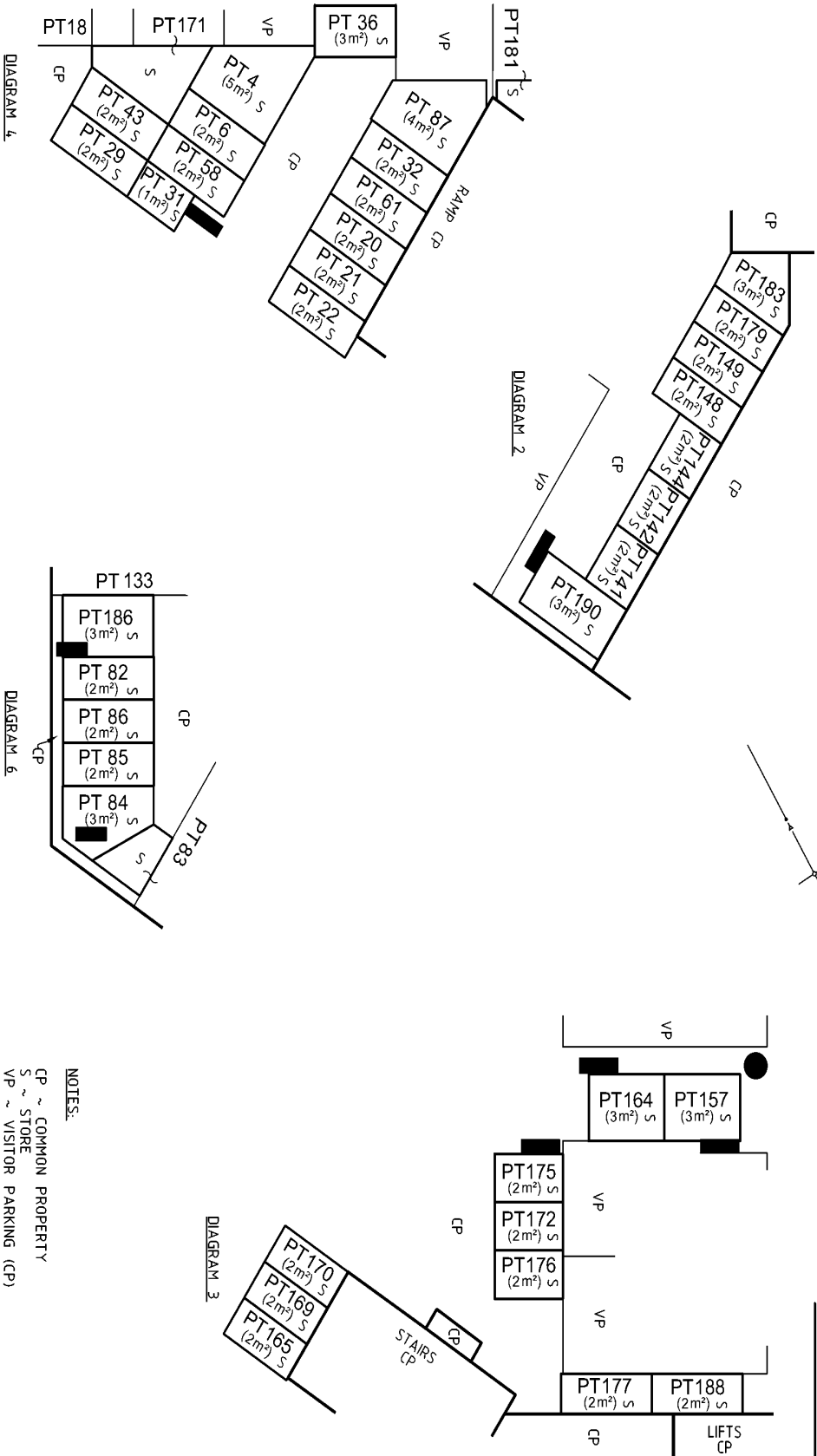
SP98716

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 4 of 30 sheet(s)

**PARKING LEVEL 2  
STORE DIAGRAMS**



**NOTES:**

- CP ~ COMMON PROPERTY
- S ~ STORE
- VP ~ VISITOR PARKING (CP)

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

**SURVEYOR**

Name: JASON RAIC

Date: 19-10-2018

Surveyor's Reference: 44740 061SP

**PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218**

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

Reduction Ratio 1: 100

Lengths are in metres.

Registered



10.1.2019

**SP98716**

PLAN FORM 1 (A3)

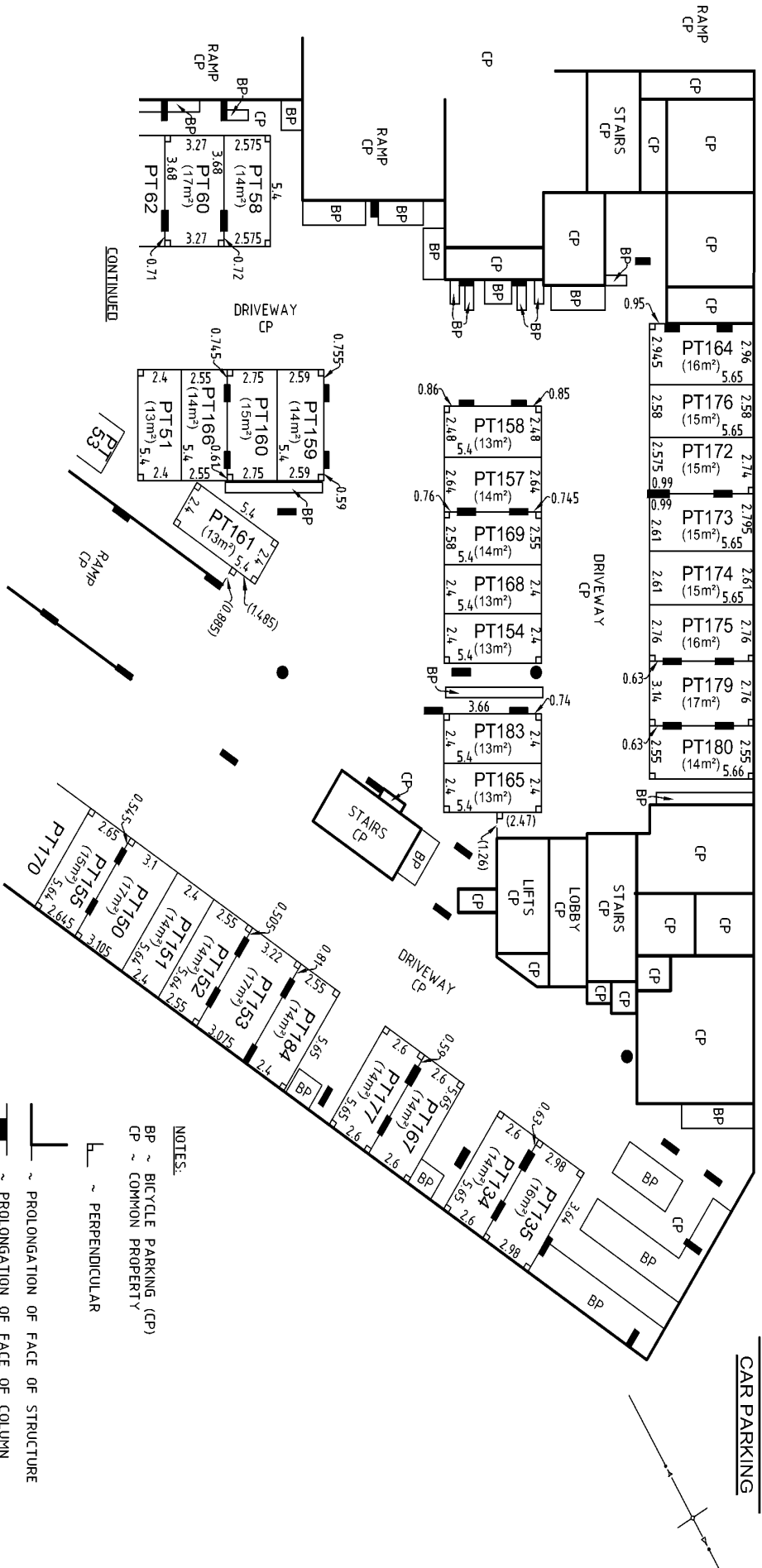
SP98716

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epPlan

Sheet 5 of 30 sheet(s)

**PARKING LEVEL 1**  
**CAR PARKING**



**NOTES:**

BP ~ BICYCLE PARKING (CP)  
CP ~ COMMON PROPERTY

~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

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

**SURVEYOR**

Name: JASON RAIC

Date: 19-10-2018

Surveyor's Reference: 44740 061SP

**PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218**

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

Reduction Ratio 1: 200

Lengths are in metres.

Registered



10.1.2019

**SP98716**

PLAN FORM 1 (A3)

SP98716

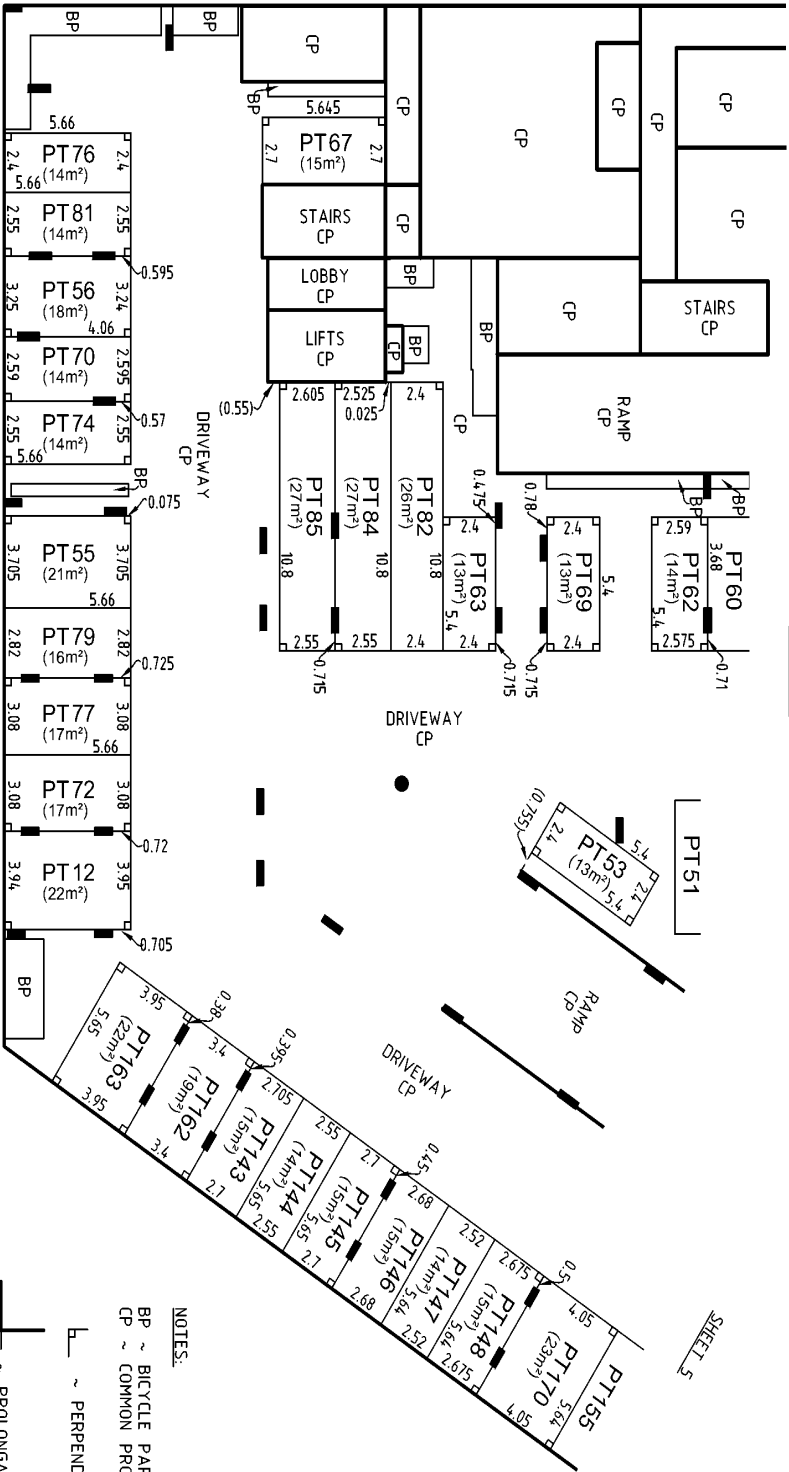
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ePlan

Sheet 6 of 30 sheet(s)

**PARKING LEVEL 1**  
**CAR PARKING**

CONTINUED



**NOTES:**

BP ~ BICYCLE PARKING (CP)  
CP ~ COMMON PROPERTY

~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

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

**SURVEYOR**

Name: JASON RAIC

Date: 19-10-2018

Surveyor's Reference: 44740 081SP

**PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218**

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

Reduction Ratio 1: 200

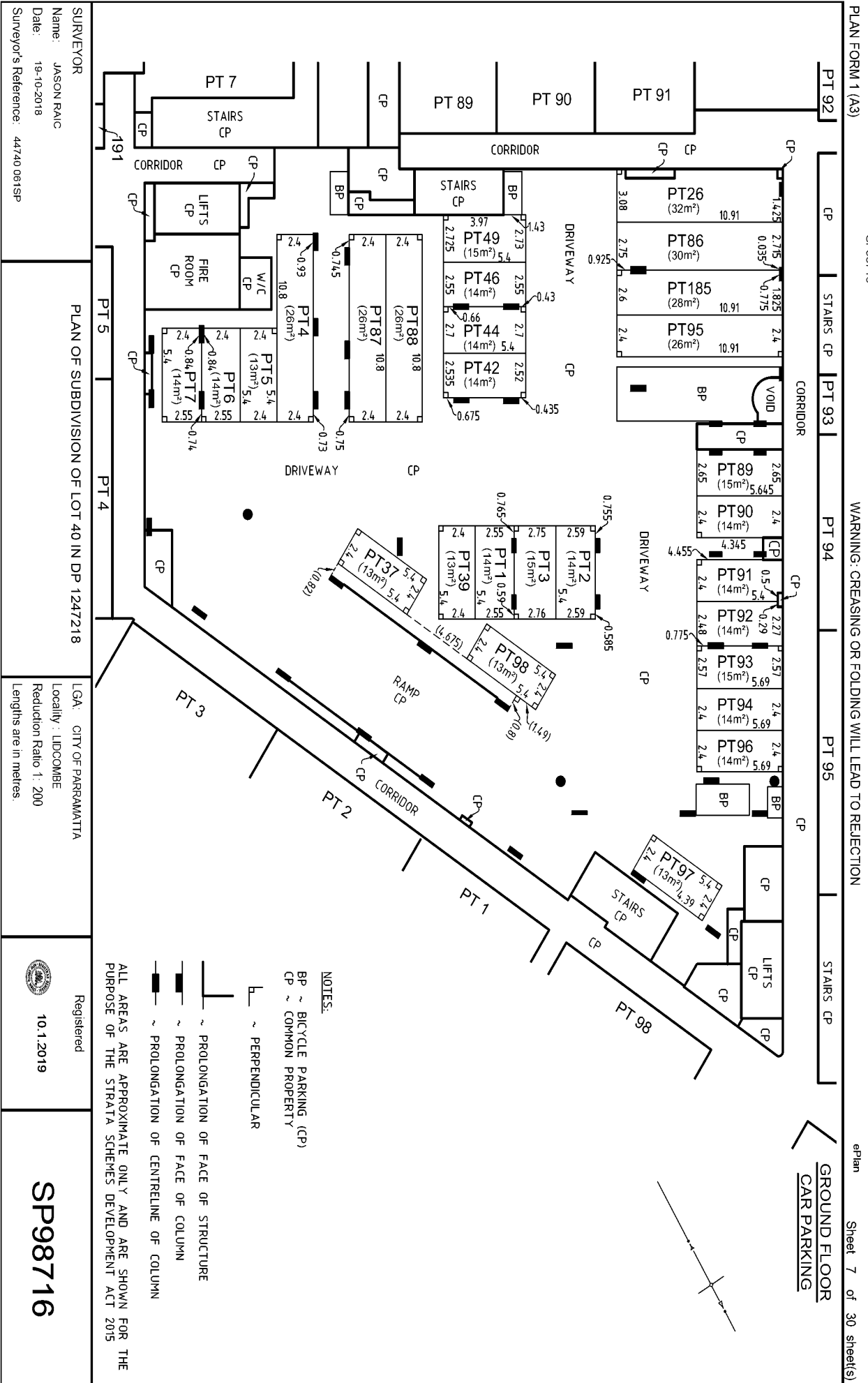
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Registered

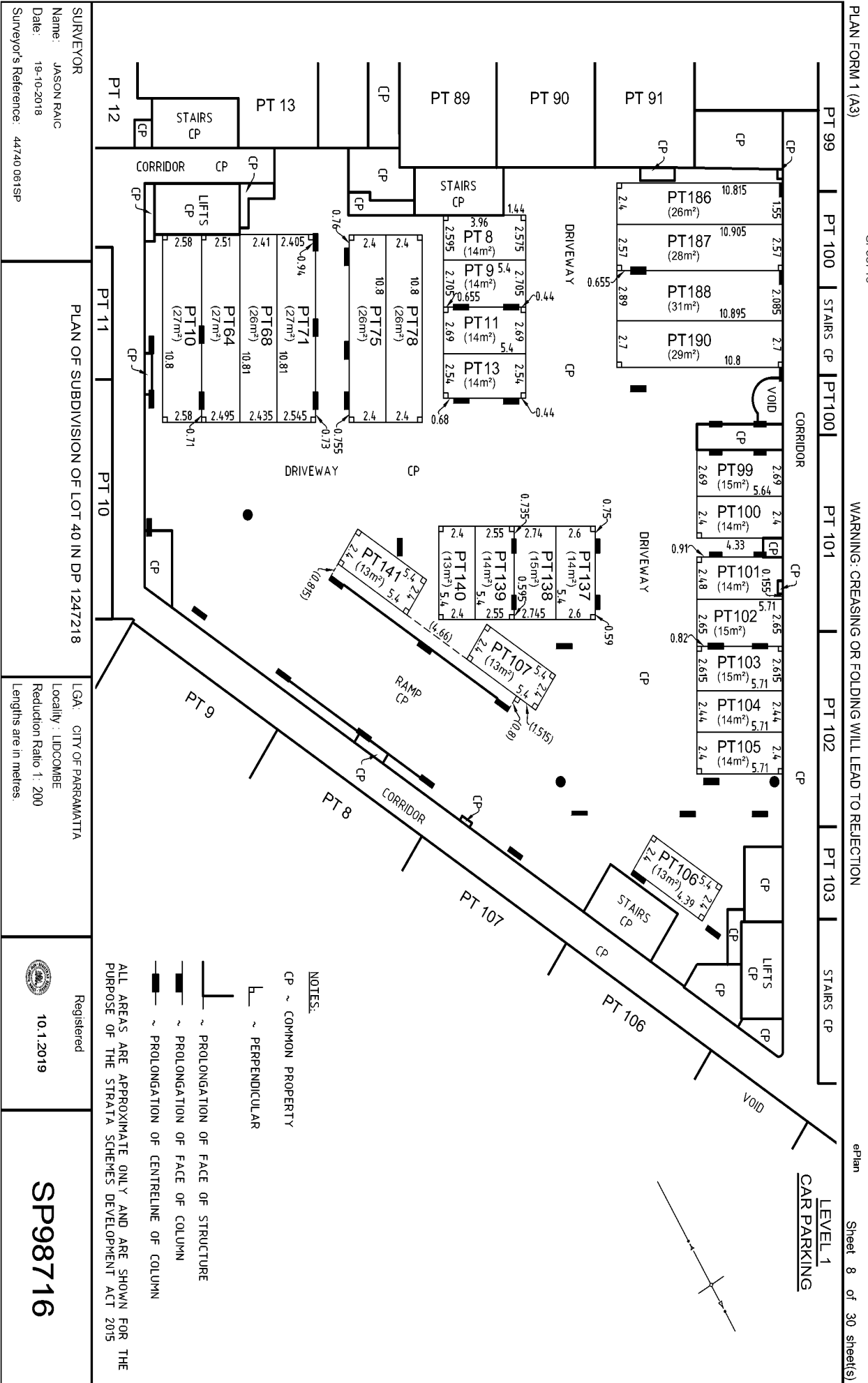


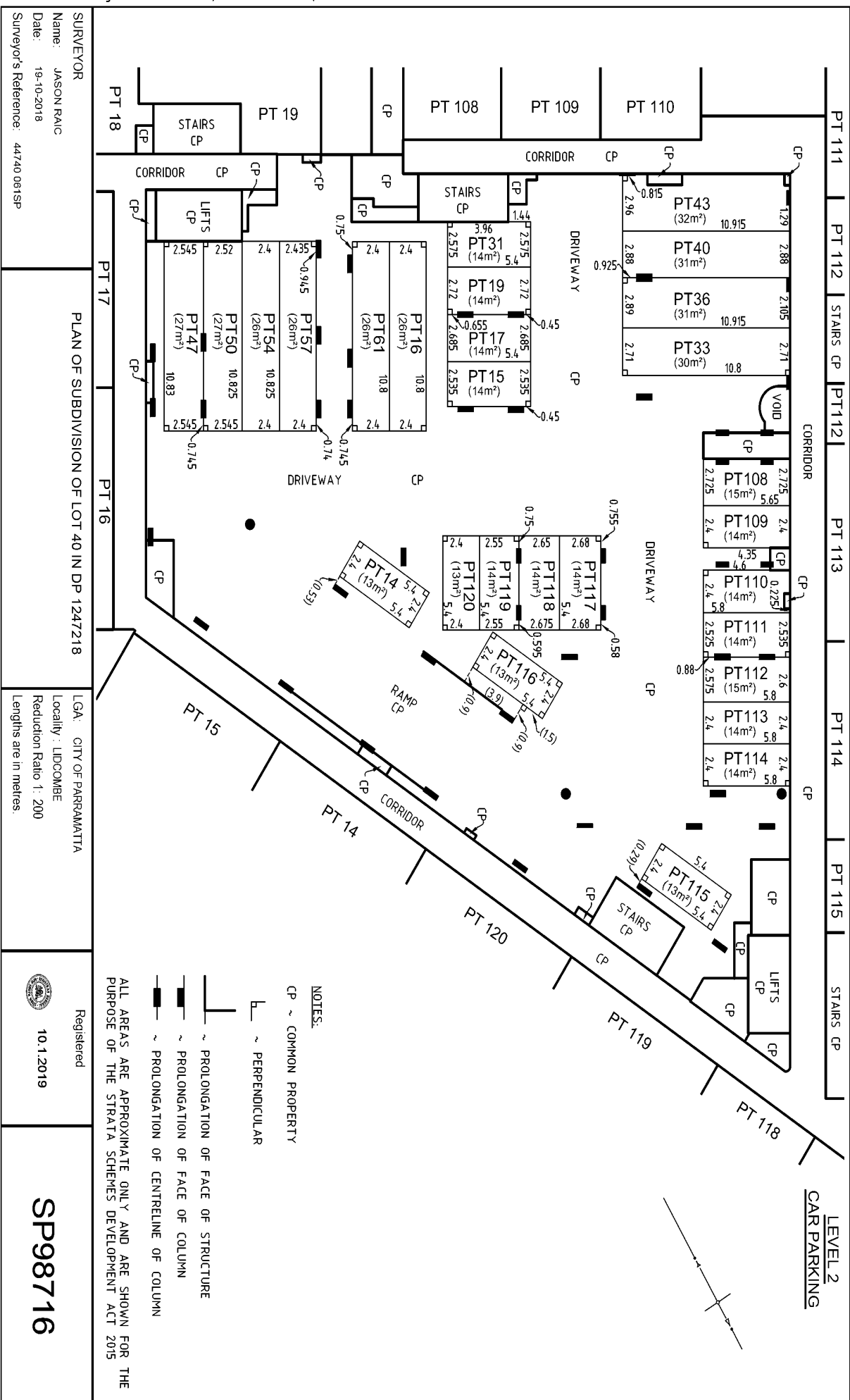
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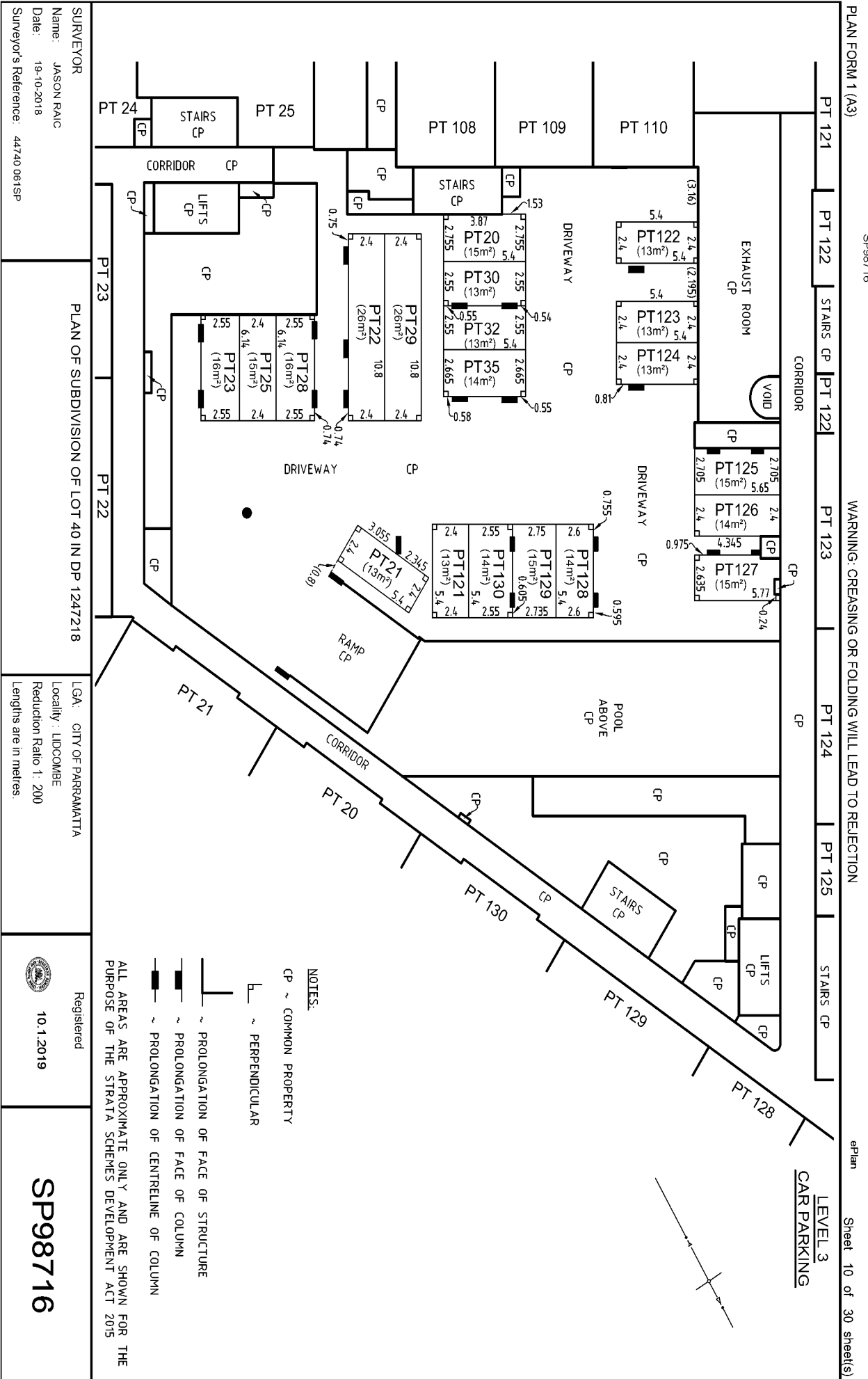
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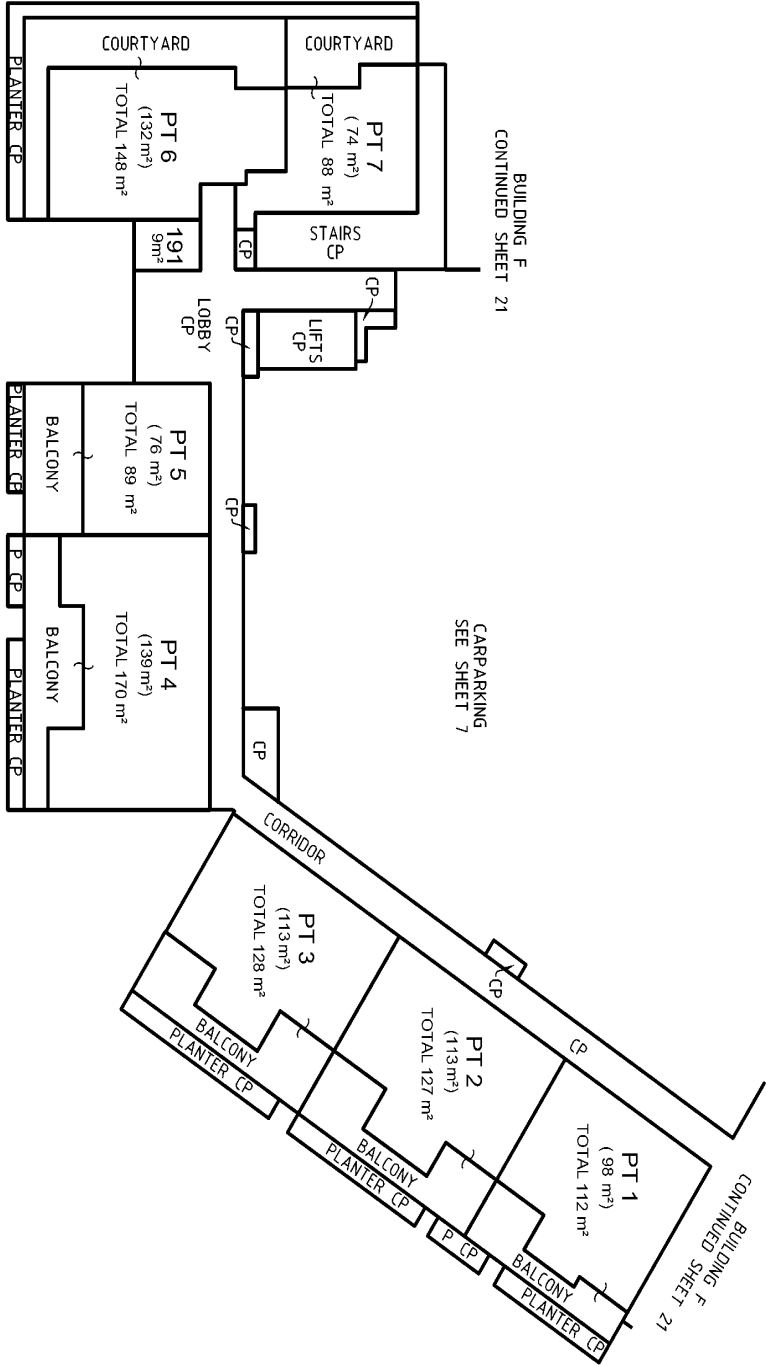
SP98716

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ePlan

Sheet 11 of 30 sheet(s)

GROUND FLOOR  
BUILDING 'E'



NOTES:

CP ~ COMMON PROPERTY  
P ~ PLANTER

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

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

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

SURVEYOR

Name: JASON RAIC

Date: 19-10-2018

Surveyor's Reference: 44740 061SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

Reduction Ratio 1: 250

Lengths are in metres.

Registered

10.1.2019

SP98716



PLAN FORM 1 (A3)

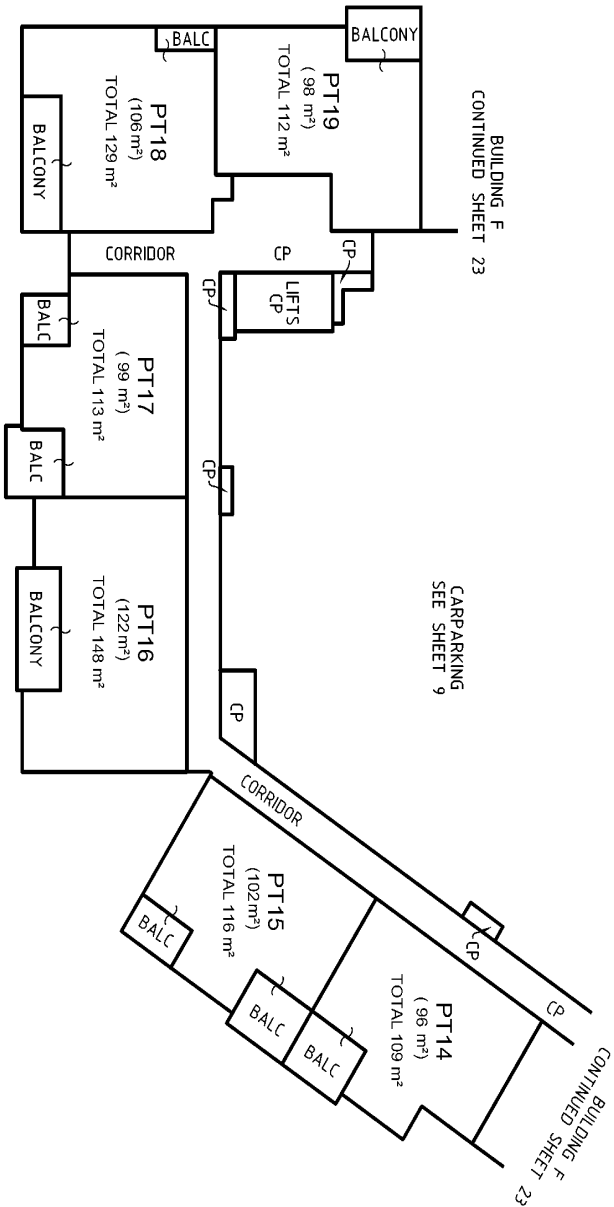
SP98716

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ePlan

Sheet 13 of 30 sheet(s)

LEVEL 2  
BUILDING 'E'



NOTES:

BALC ~ BALCONY  
CP ~ COMMON PROPERTY

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

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

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

SURVEYOR

Name: JASON RAIC

Date: 19-10-2018

Surveyor's Reference: 44740 061SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

Reduction Ratio 1: 250

Lengths are in metres.

Registered



10.1.2019

SP98716

PLAN FORM 1 (A3)

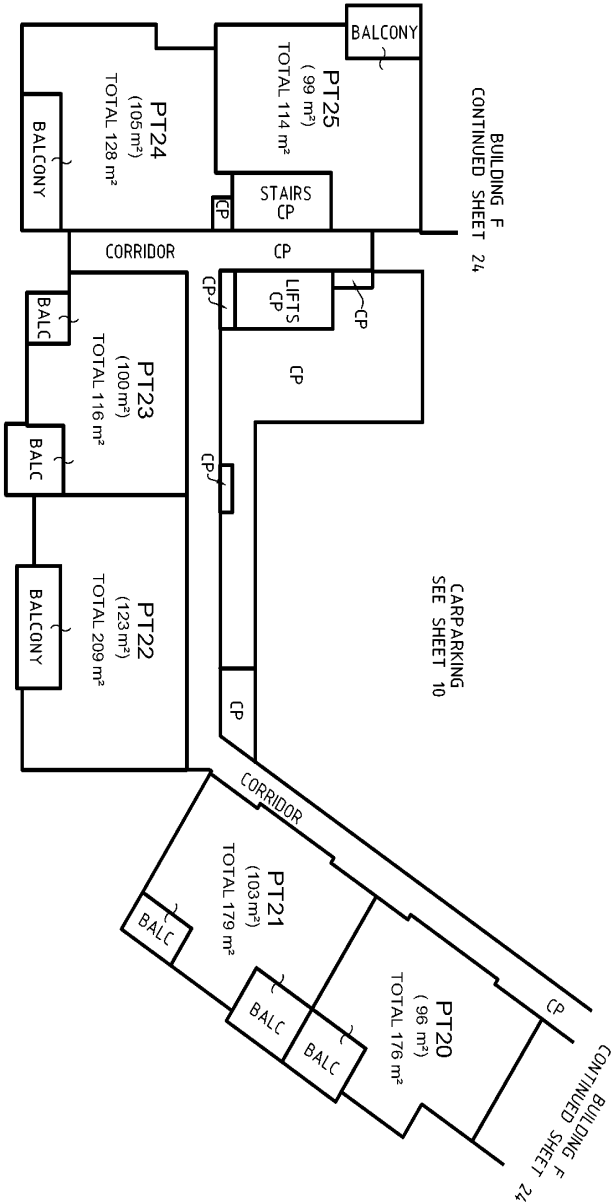
SP98716

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ePlan

Sheet 14 of 30 sheet(s)

LEVEL 3  
BUILDING 'E'



NOTES:

BALC ~ BALCONY  
CP ~ COMMON PROPERTY

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

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE  
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PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name: JASON RAIC

Date: 19-10-2018

Surveyor's Reference: 44740 061SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

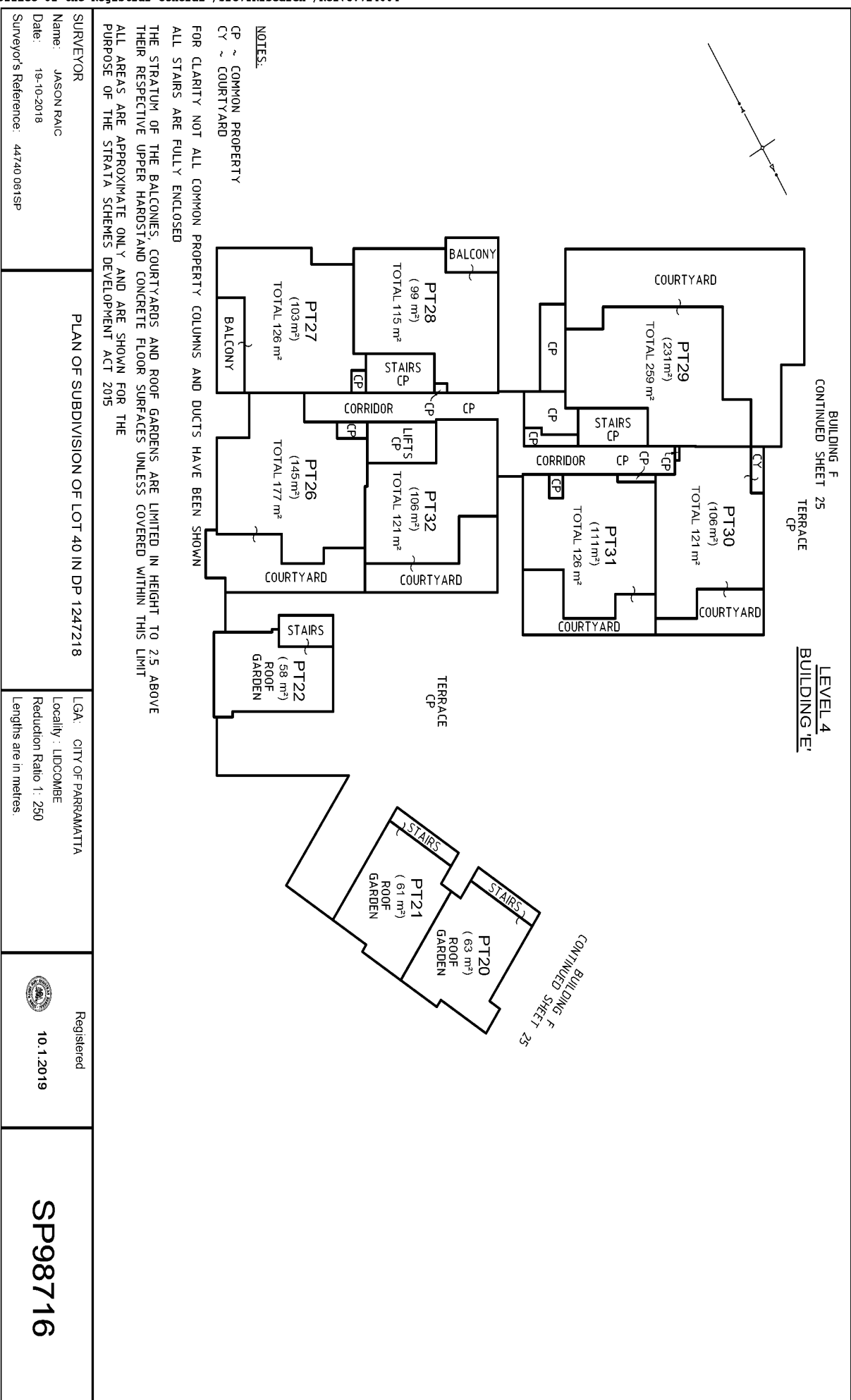
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Registered

10.1.2019

SP98716





PLAN FORM 1 (A3)

SP98716

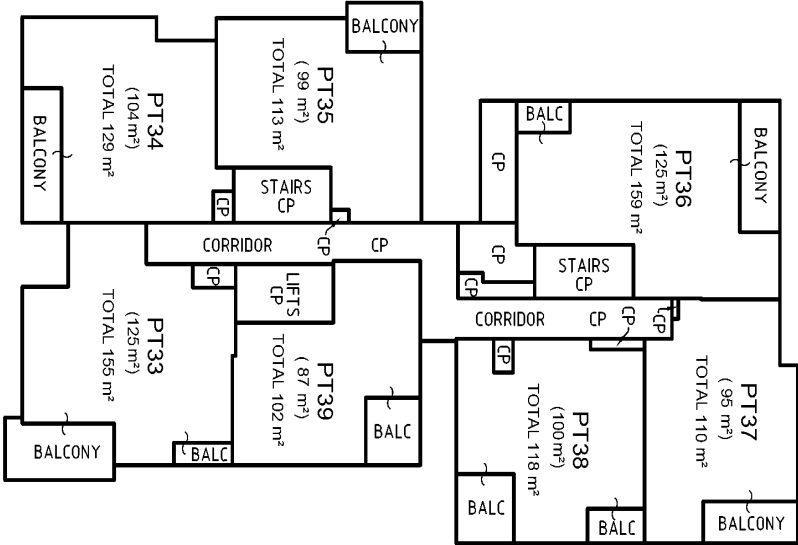
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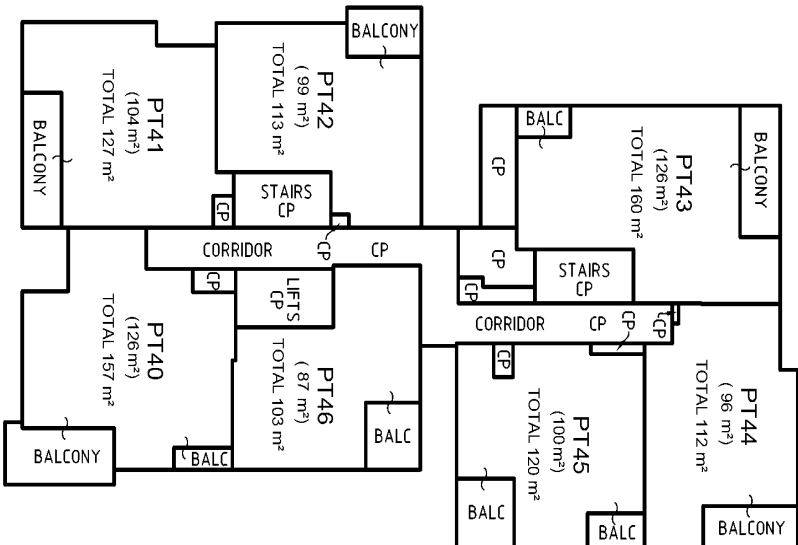
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BUILDING 'E'

LEVEL 5



LEVEL 6



NOTES:

BALC ~ BALCONY  
CP ~ COMMON PROPERTY

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

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

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

SURVEYOR

Name: JASON RAIC

Date: 19-10-2018

Surveyor's Reference: 44740 081SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

Reduction Ratio 1: 250

Lengths are in metres.

Registered



10.1.2019

SP98716

PLAN FORM 1 (A3)

SP98716

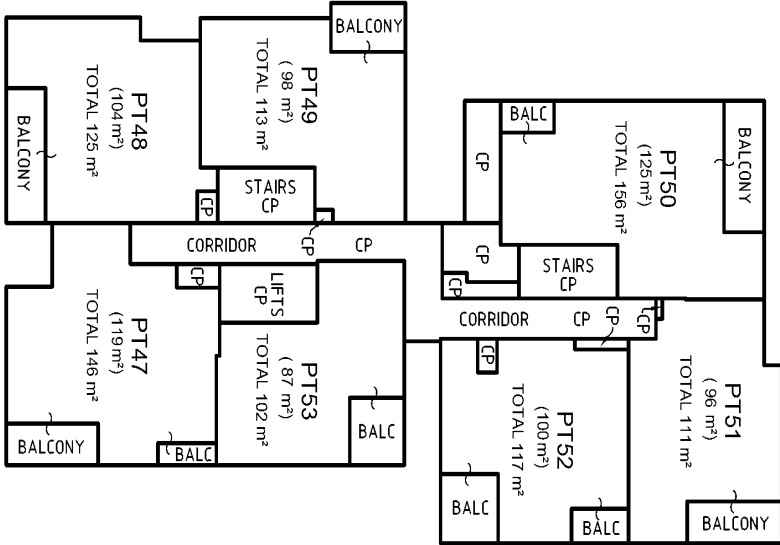
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ePlan

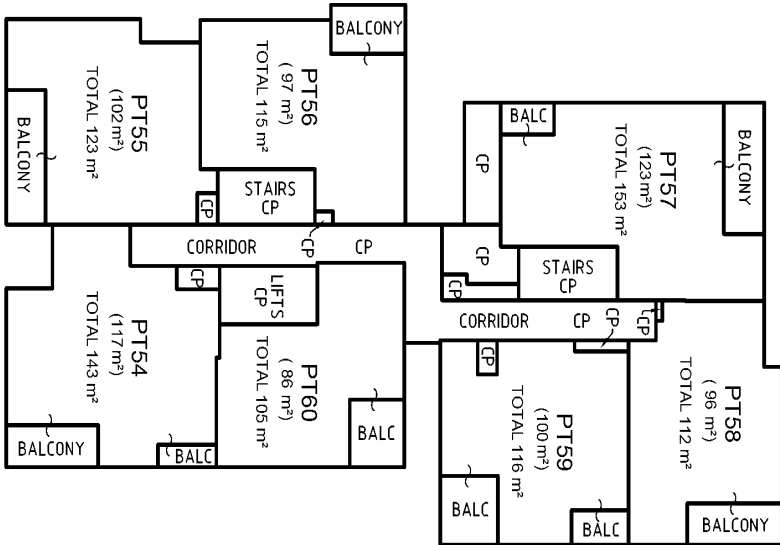
Sheet 17 of 30 sheet(s)

BUILDING 'E'

LEVEL 7



LEVEL 8



NOTES:

BALC ~ BALCONY  
CP ~ COMMON PROPERTY

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

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

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

SURVEYOR

Name: JASON RAIC

Date: 19-10-2018

Surveyor's Reference: 44740 081SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

Reduction Ratio 1: 250

Lengths are in metres.

Registered

10.1.2019

SP98716

PLAN FORM 1 (A3)

SP98716

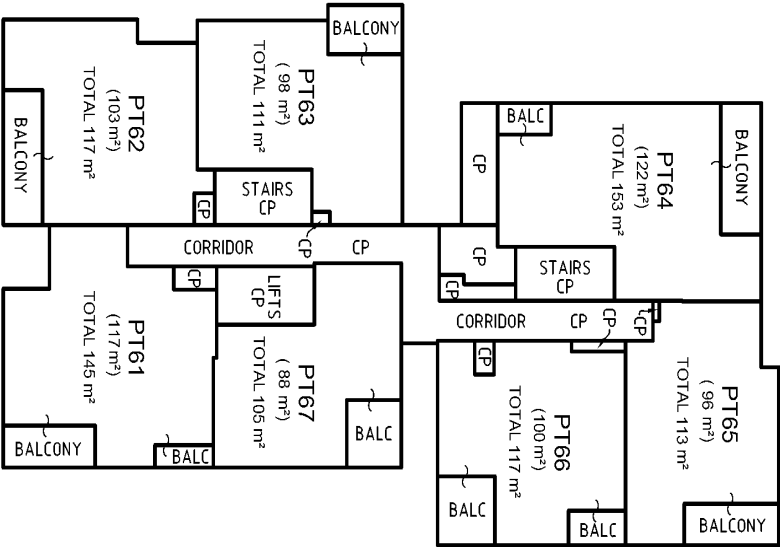
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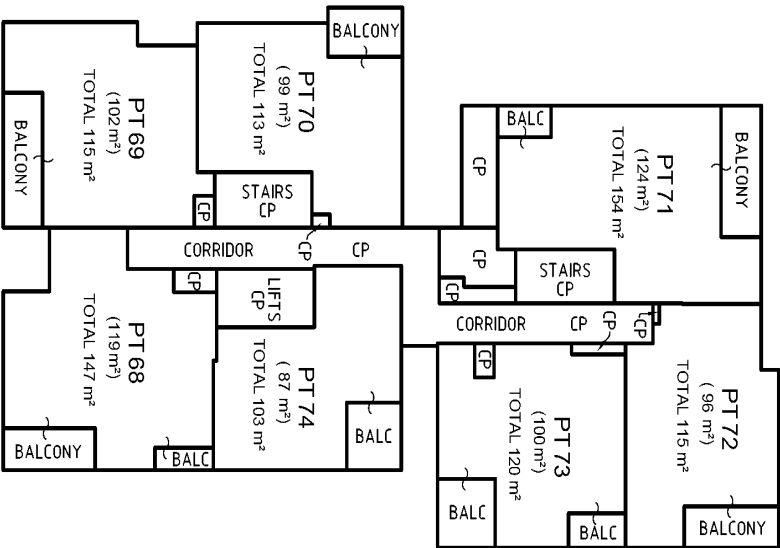
Sheet 18 of 30 sheet(s)

BUILDING 'E'

LEVEL 9



LEVEL 10



NOTES:

BALC ~ BALCONY  
CP ~ COMMON PROPERTY

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

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

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

SURVEYOR

Name: JASON RAIC

Date: 19-10-2018

Surveyor's Reference: 44740 081SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

Reduction Ratio 1: 250

Lengths are in metres.

Registered



10.1.2019

SP98716

PLAN FORM 1 (A3)

SP98716

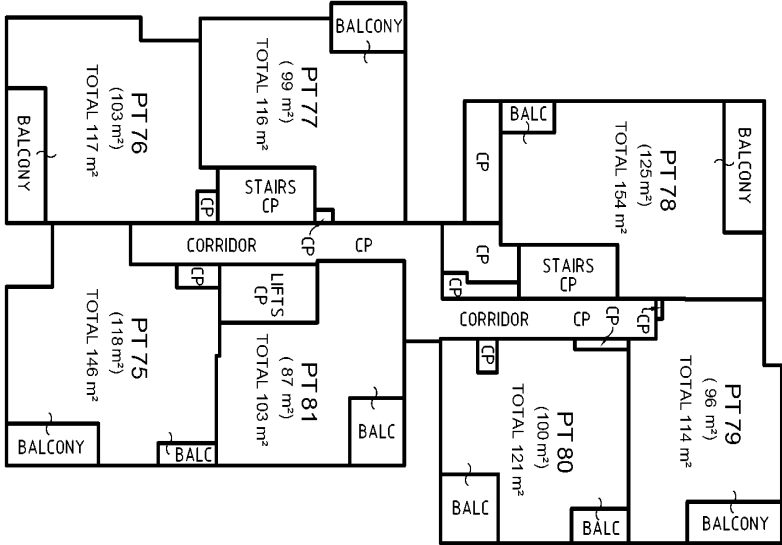
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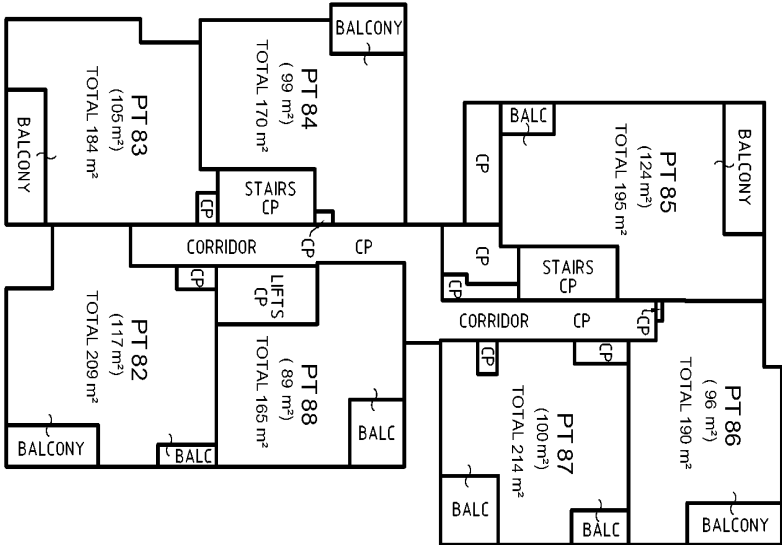
Sheet 19 of 30 sheet(s)

BUILDING 'E'

LEVEL 11



LEVEL 12



NOTES:

BALC ~ BALCONY  
CP ~ COMMON PROPERTY

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

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

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SURVEYOR

Name: JASON RAIC

Date: 19-10-2018

Surveyor's Reference: 44740 081SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

Reduction Ratio 1: 250

Lengths are in metres.

Registered



10.1.2019

SP98716

PLAN FORM 1 (A3)

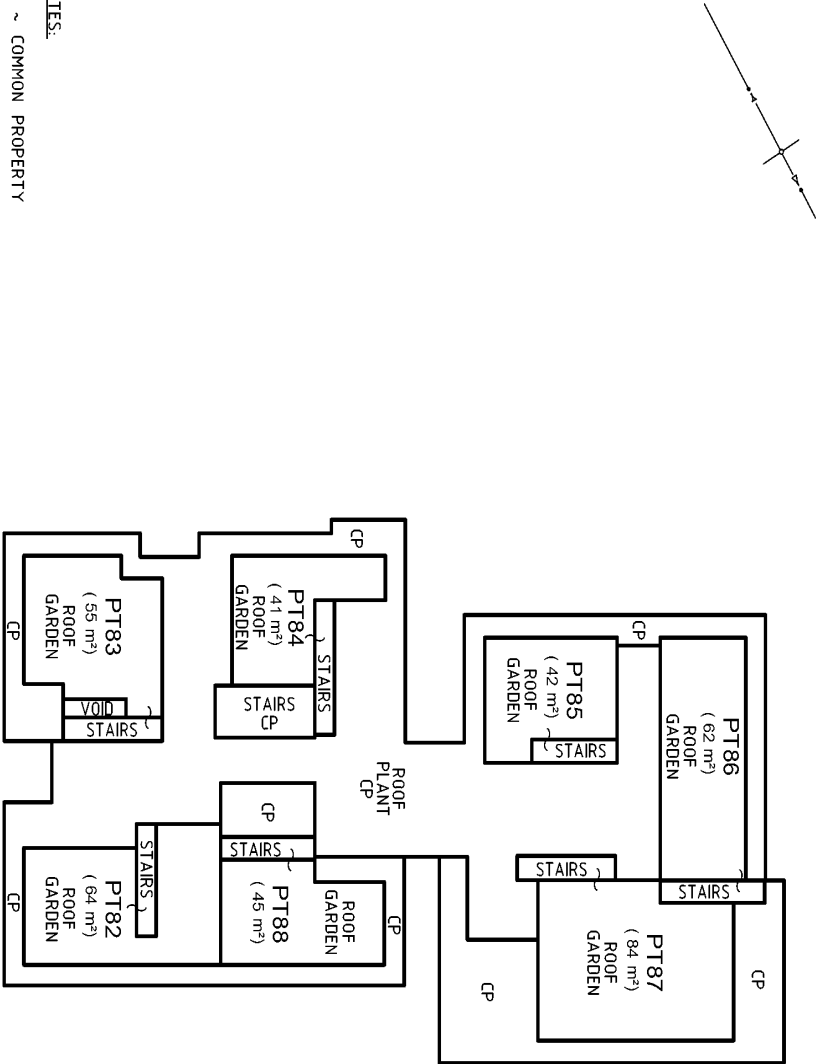
SP98716

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 20 of 30 sheet(s)

LEVEL 13  
BUILDING 'E'



NOTES:

CP ~ COMMON PROPERTY  
FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN  
ALL STAIRS ARE FULLY ENCLOSED  
THE STRATUM OF THE ROOF GARDENS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND CONCRETE FLOOR SURFACES UNLESS COVERED WITHIN THIS LIMIT  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name: JASON RAIC  
Date: 19-10-2018  
Surveyor's Reference: 44740 081SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA  
Locality: LIDCOMBE  
Reduction Ratio 1: 250  
Lengths are in metres.

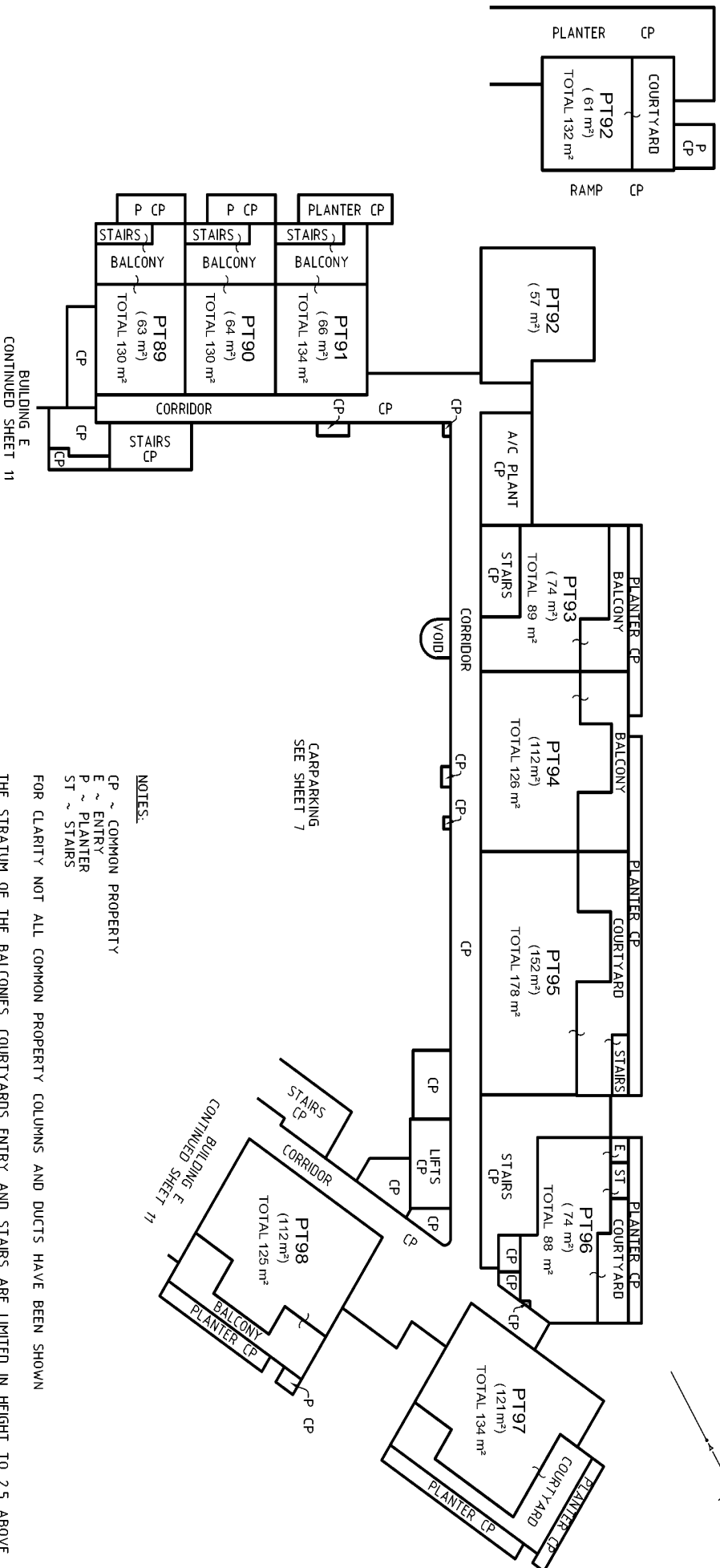
Registered

10.1.2019

SP98716

BASEMENT 1

GROUND FLOOR  
BUILDING 'F'



NOTES:

CP ~ COMMON PROPERTY  
E ~ ENTRY  
P ~ PLANTER  
ST ~ STAIRS

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

THE STRATUM OF THE BALCONIES, COURTYARDS ENTRY AND STAIRS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDESTAND CONCRETE FLOOR SURFACES UNLESS COVERED WITHIN THIS LIMIT

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

SURVEYOR

**Name:** JASON RAIC

Date:

Surveyor's Reference: 44740 061SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality : LIDCOMBE

Reduction Ratio 1 : 250

Registered



10.1.2019

SP98716

PLAN FORM 1 (A3)

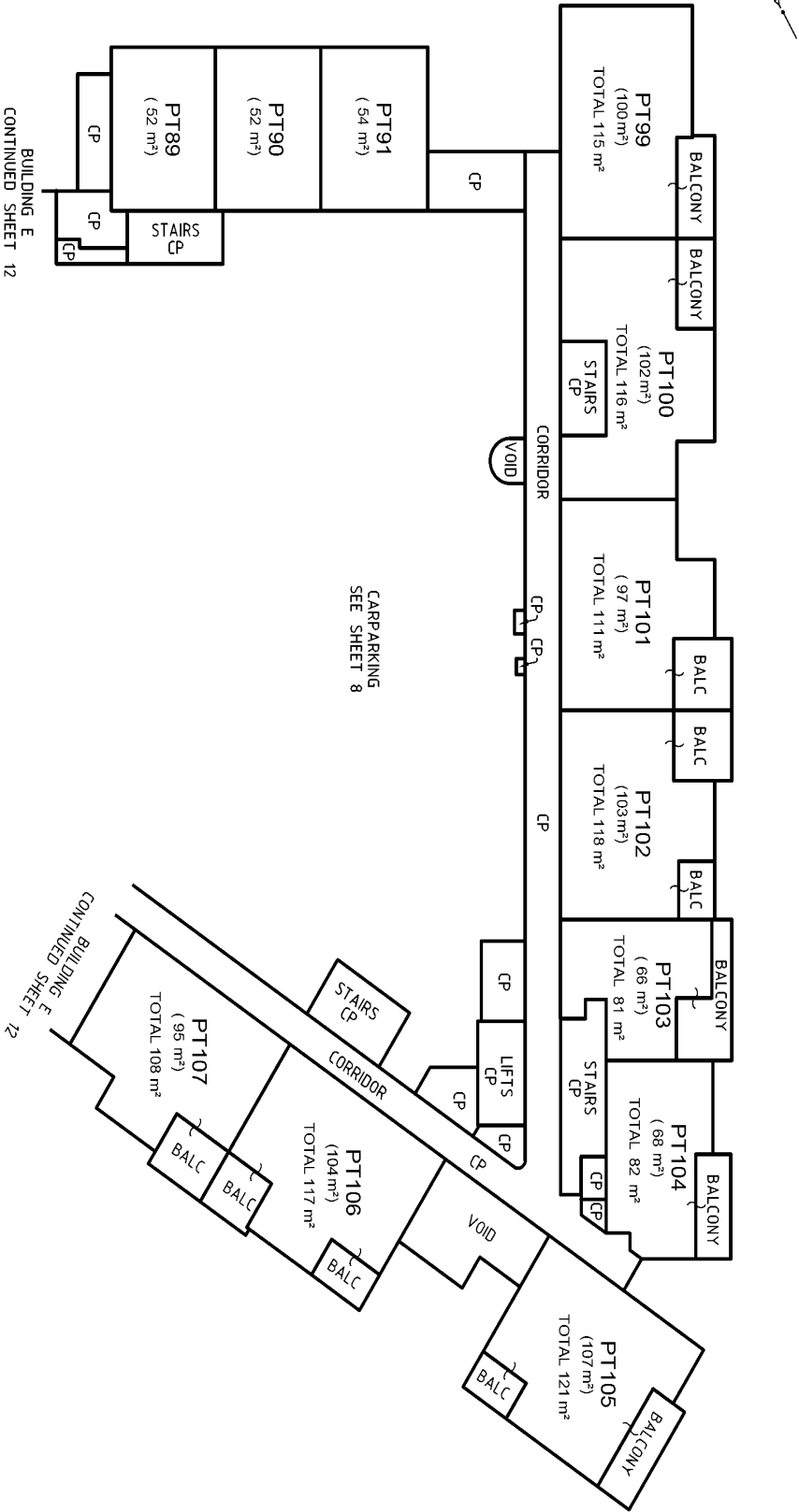
SP98716

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ePlan

Sheet 22 of 30 sheet(s)

LEVEL 1  
BUILDING 'F'




NOTES:

BALC ~ BALCONY  
CP ~ COMMON PROPERTY

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

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE  
UPPER HARDSTAND CONCRETE FLOOR SURFACES UNLESS COVERED WITHIN THIS LIMIT  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE  
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218			LGA: CITY OF PARRAMATTA	Registered  10.1.2019	SP98716
Name: JASON RAIC				Locality : LIDCOMBE		
Date: 19-10-2018				Reduction Ratio 1: 250		
Surveyor's Reference: 44740 081SP				Lengths are in metres.		

PLAN FORM 1 (A3)

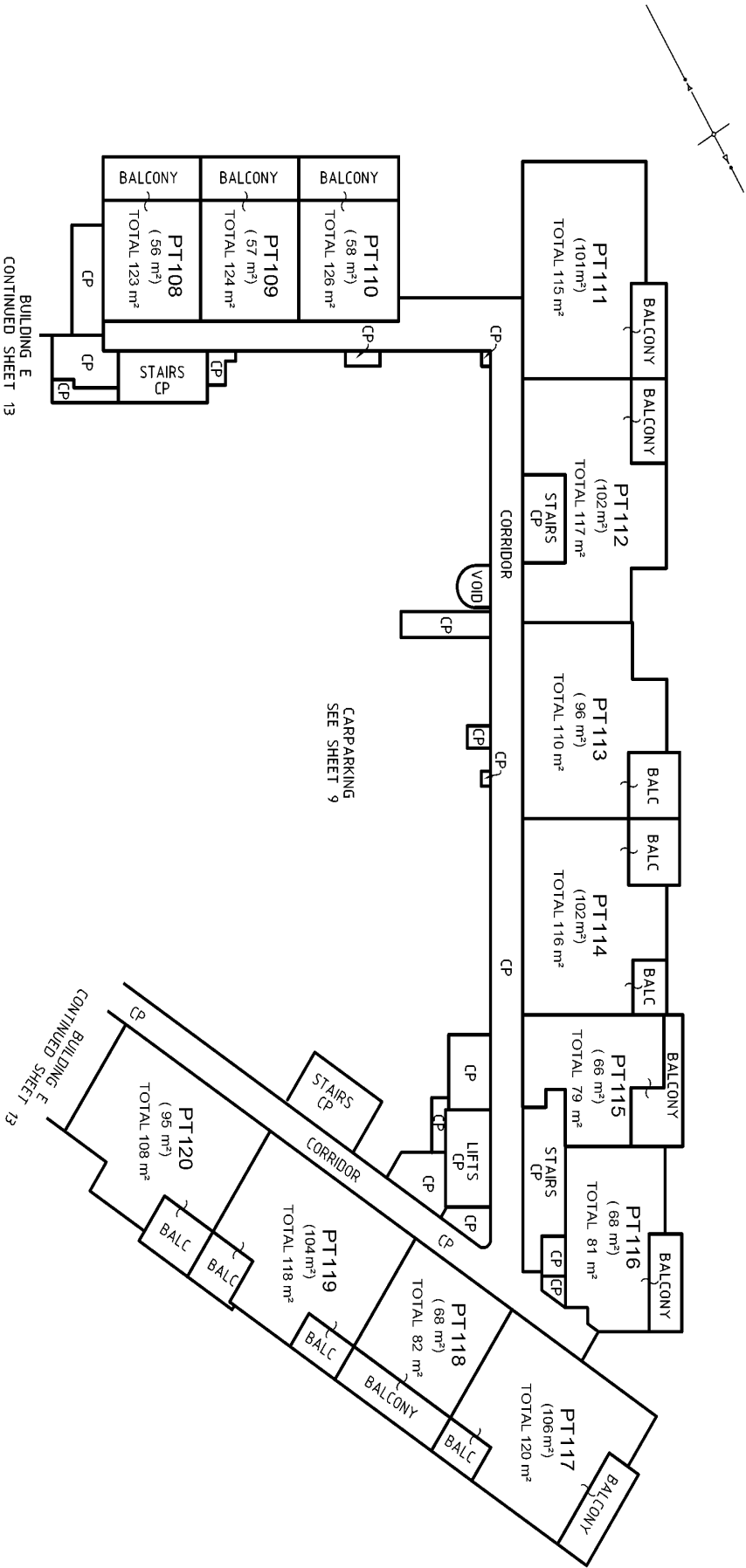
SP98716

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 23 of 30 sheet(s)

LEVEL 2  
BUILDING 'F'



NOTES:

BALC ~ BALCONY  
CP ~ COMMON PROPERTY

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

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE  
UPPER HARDSTAND CONCRETE FLOOR SURFACES UNLESS COVERED WITHIN THIS LIMIT  
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PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name: JASON RAIC  
Date: 19-10-2018  
Surveyor's Reference: 44740 081SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

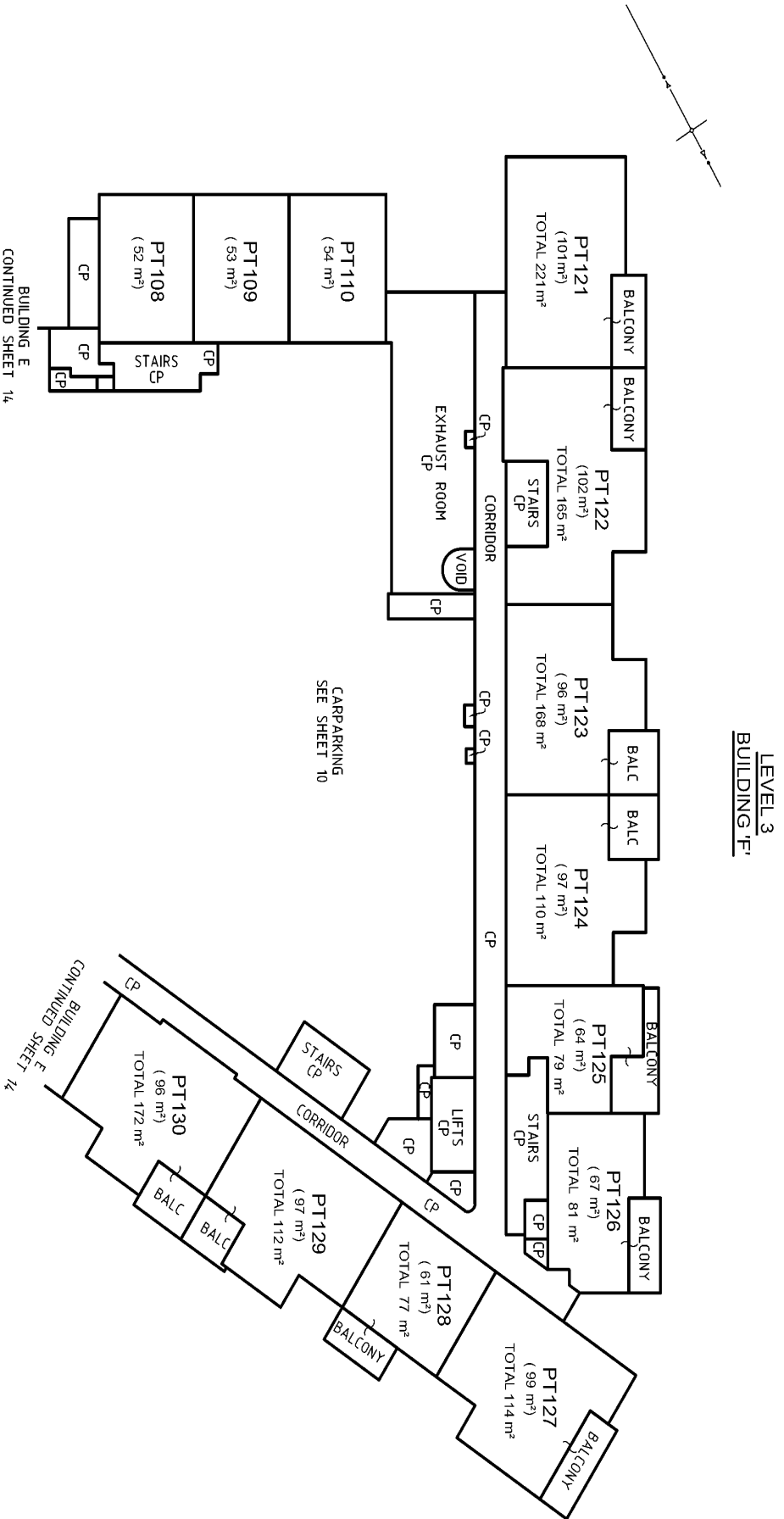
LGA: CITY OF PARRAMATTA  
Locality: LIDCOMBE  
Reduction Ratio 1: 250  
Lengths are in metres.



Registered  
10.1.2019

SP98716





NOTES:

BALC ~ BALCONY  
CP ~ COMMON PROPERTY

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

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

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

SURVEYOR

Name: JASON RAIC

Date: 19-10-2018

Surveyor's Reference: 44740 061SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality : LIDCOMBE

Lengths are in metres.

Registered

10.1.2019

SP98716

PLAN FORM 1 (A3)

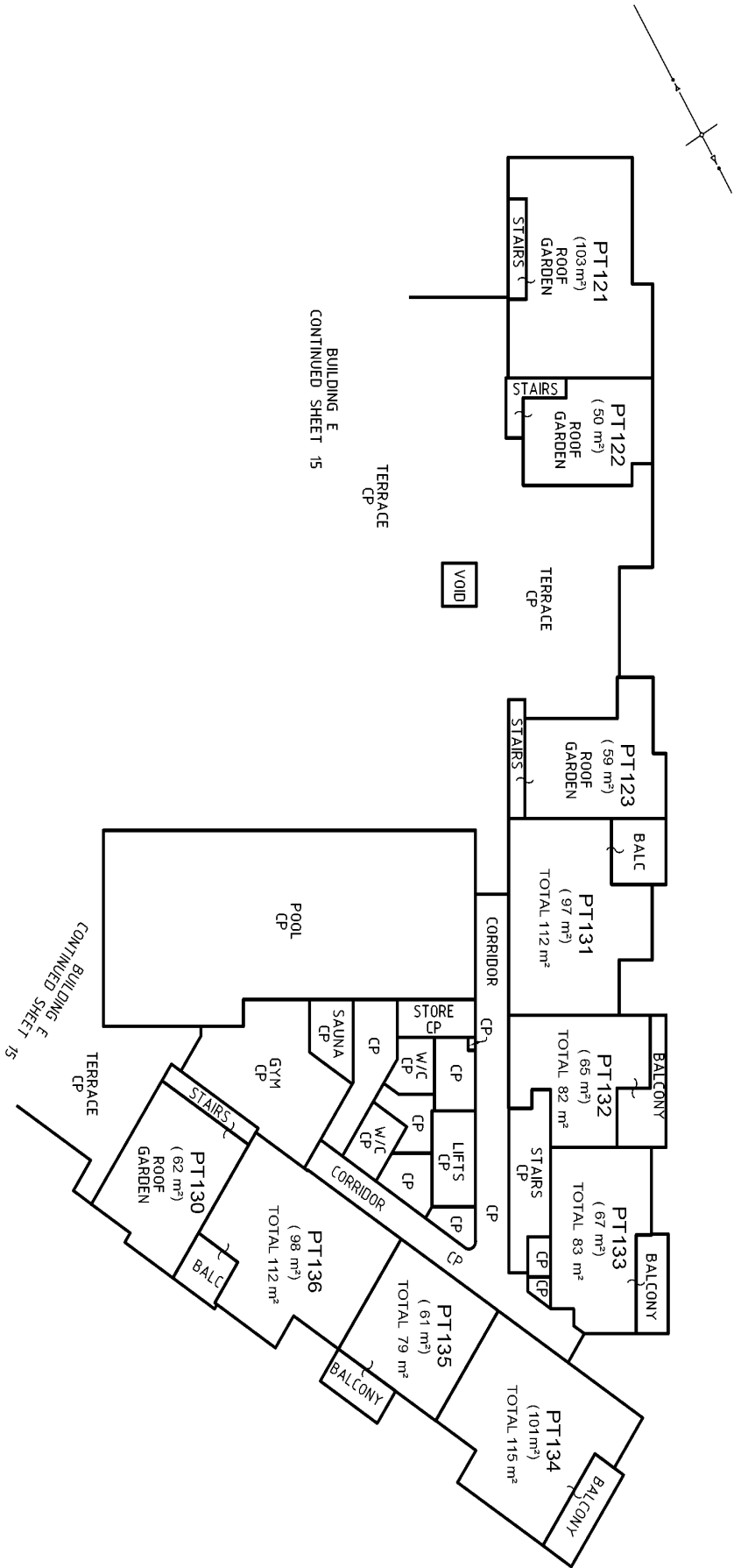
SP98716

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ePlan

Sheet 25 of 30 sheet(s)

**LEVEL 4**  
**BUILDING 'F'**



**NOTES:**

BALC ~ BALCONY  
CP ~ COMMON PROPERTY  
W/C ~ WATER CLOSET  
FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

ALL STAIRS ARE FULLY ENCLOSED  
THE STRUTUM OF THE BALCONIES AND ROOF GARDENS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR  
RESPECTIVE UPPER HARDSTAND CONCRETE FLOOR SURFACES UNLESS COVERED WITHIN THIS LIMIT  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE  
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

**SURVEYOR**

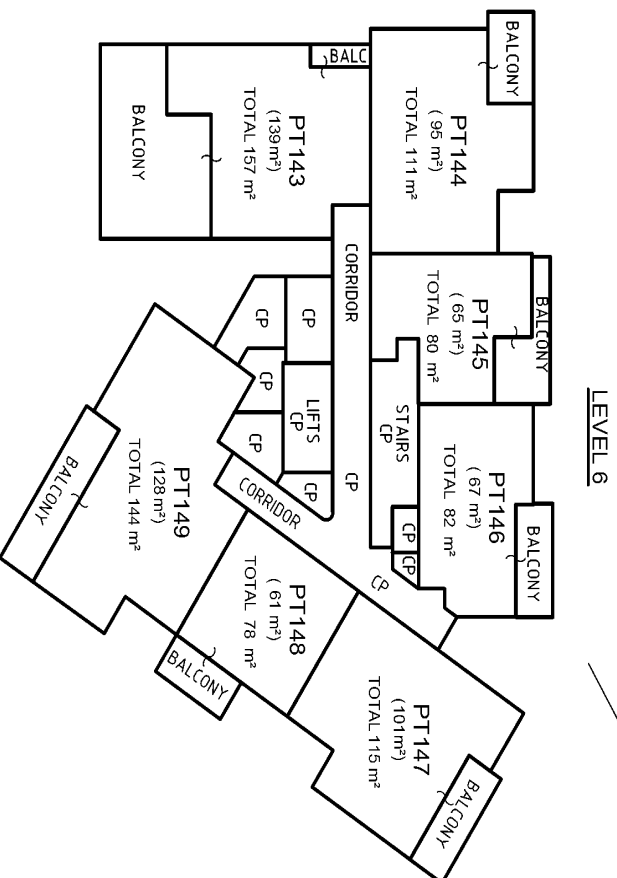
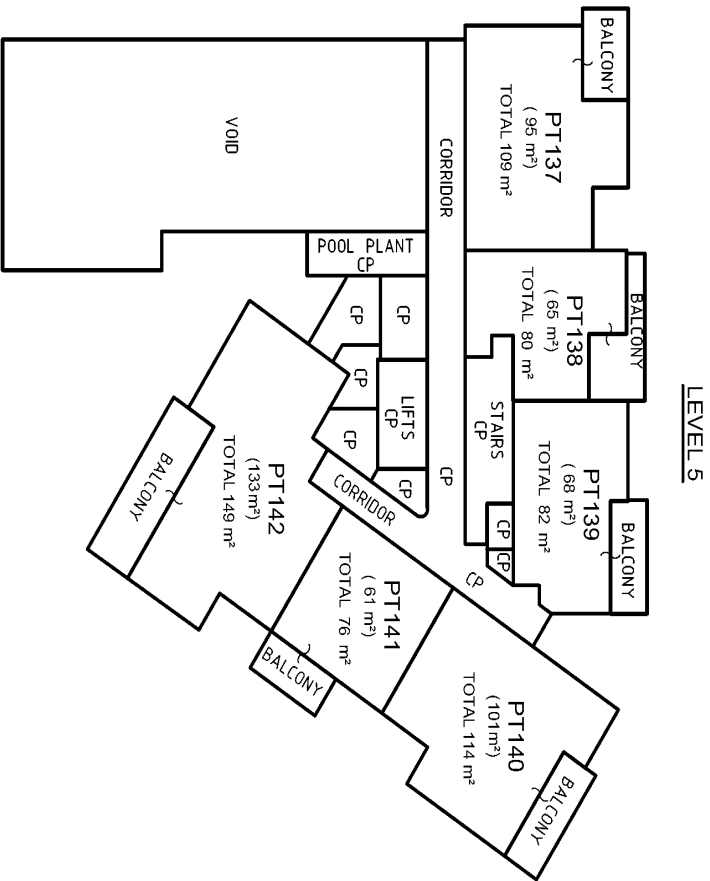
Name: JASON RAIC  
Date: 19-10-2018  
Surveyor's Reference: 44740 081SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA  
Locality: LIDCOMBE  
Reduction Ratio 1: 250  
Lengths are in metres.

Registered  
10.1.2019

SP98716



NOTES:

BALC ~ BALCONY  
CP ~ COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN THE STRUTUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDEST AND CONCRETE FLOOR SURFACES UNLESS COVERED WITHIN THIS LIMIT ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name: JASON RAIC

Date: \_\_\_\_\_

Surveyor's Reference: 44740 061SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality : LIDCOMBE

Reduction Ratio 1: 250

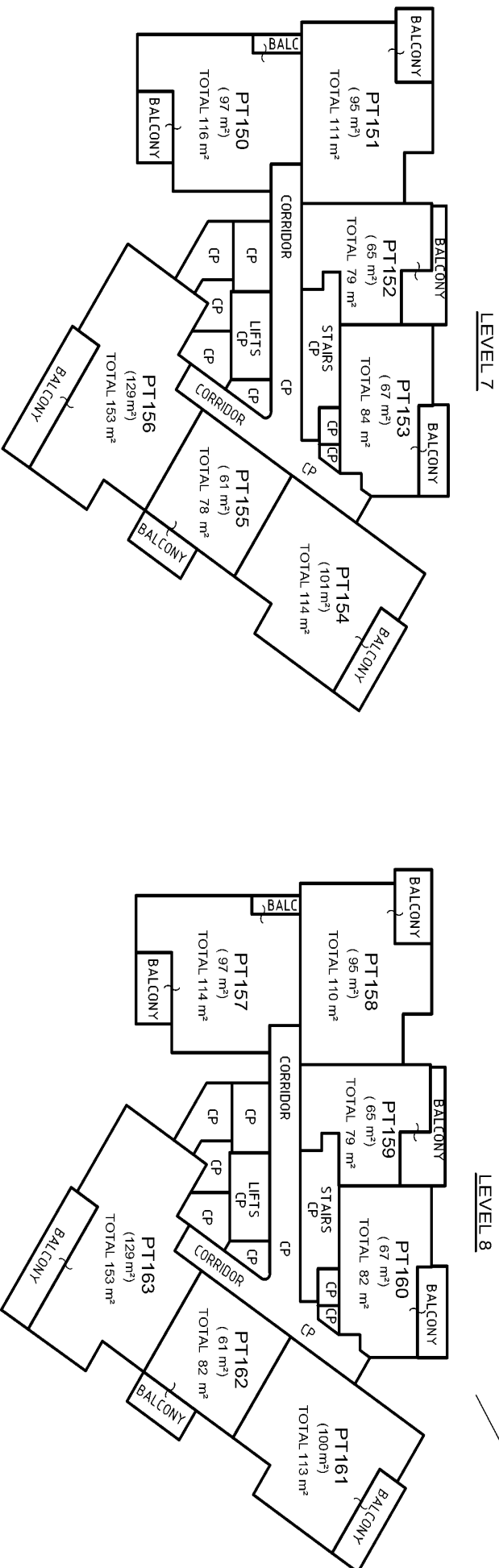
Registered



10.1.2019

SP98716

## BUILDING 'F'



NOTES:

BALC ~ BALCONY  
CP ~ COMMON PROPERTY

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SURVEYOR

Name: JASON RAIC

Date: 19-10-2018

Surveyor's Reference: 44740 061SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality : LIDCOMBE

Reduction Ratio 1: 250

Registered



10.1.2019

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PLAN FORM 1 (A3)

SP98716

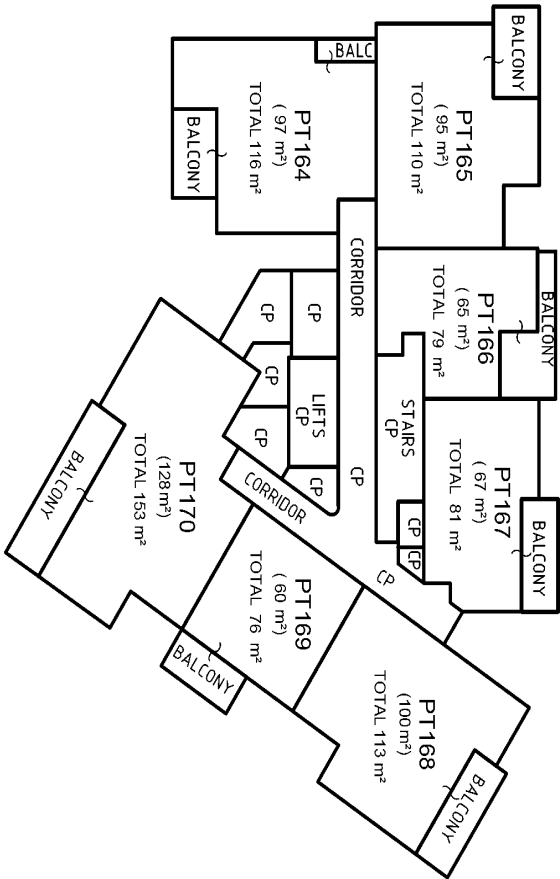
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

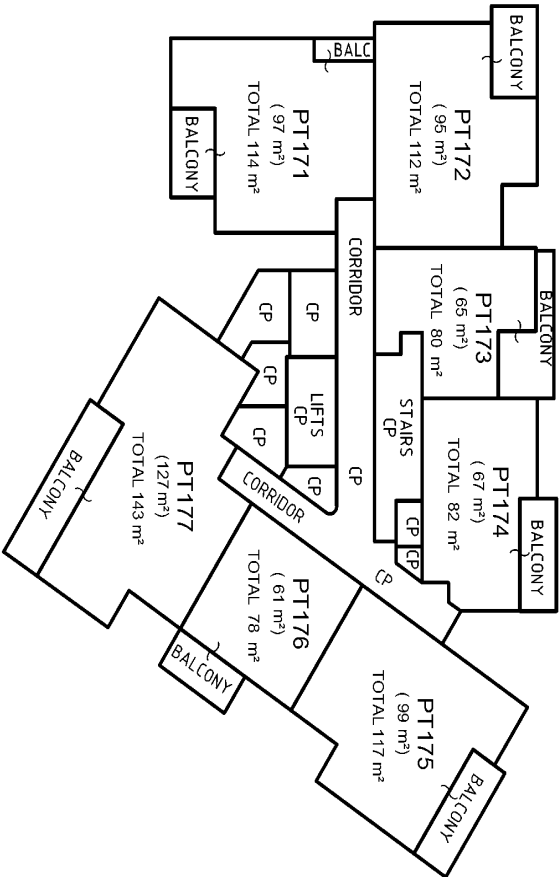
Sheet 28 of 30 sheet(s)

BUILDING 'F'

LEVEL 9



LEVEL 10



NOTES:

BALC ~ BALCONY  
CP ~ COMMON PROPERTY

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SURVEYOR

Name: JASON RAIC

Date: 19-10-2018

Surveyor's Reference: 44740 061SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

Reduction Ratio 1: 250

Lengths are in metres.

Registered



10.1.2019

SP98716

PLAN FORM 1 (A3)

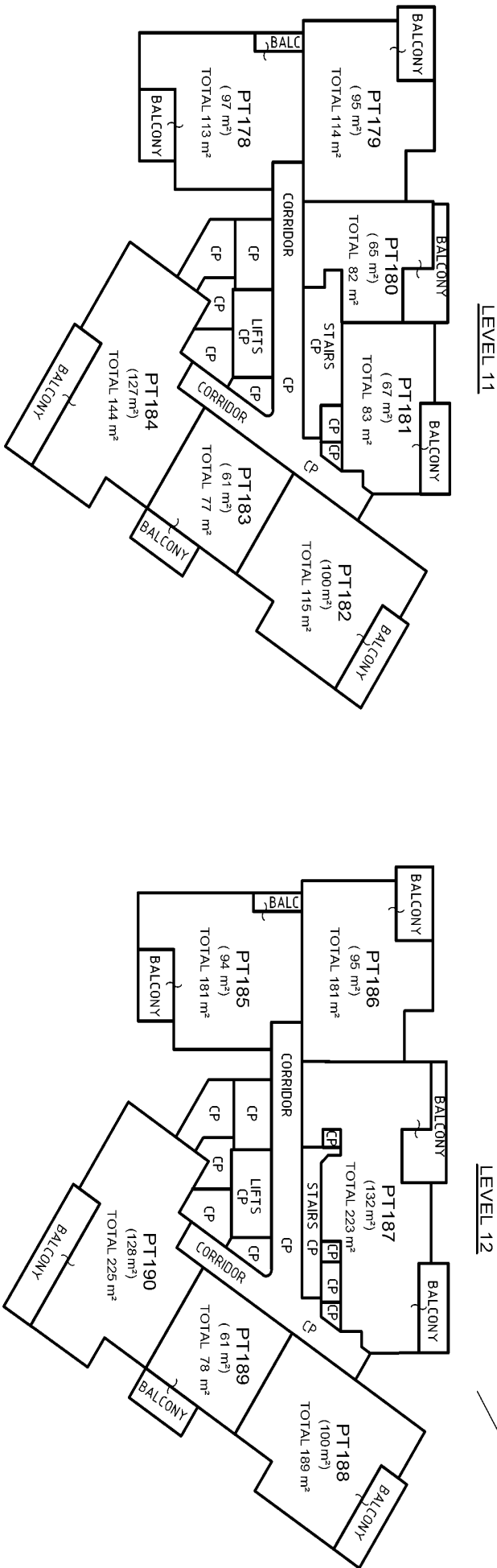
SP98716

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 29 of 30 sheet(s)

BUILDING 'F'



NOTES:

BALC ~ BALCONY  
CP ~ COMMON PROPERTY

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

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SURVEYOR

Name: JASON RAIC

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PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

Reduction Ratio 1: 250

Lengths are in metres.

Registered



10.1.2019

SP98716

PLAN FORM 1 (A3)

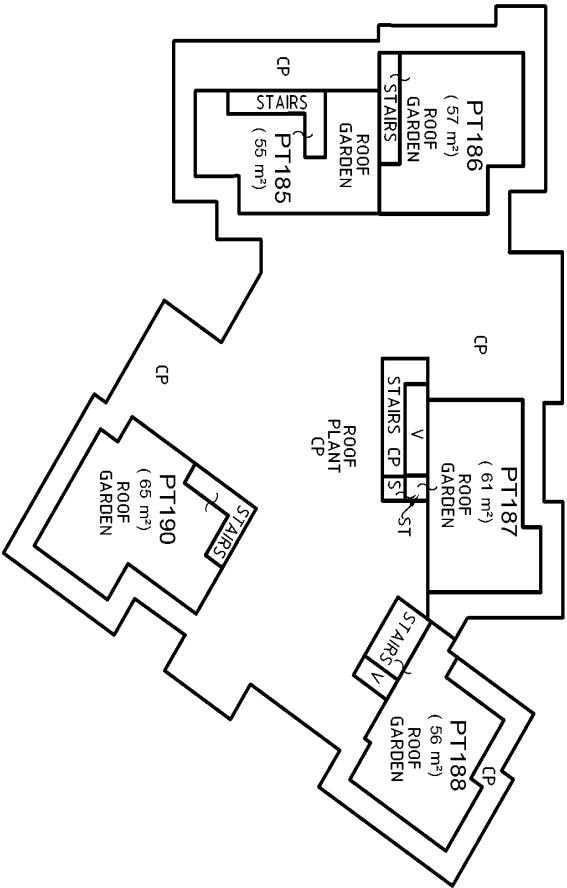
SP98716

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 30 of 30 sheet(s)

LEVEL 13  
BUILDING 'F'



NOTES:

S ~ STORE  
ST ~ STAIRS  
V ~ VOID

ALL STAIRS ARE FULLY ENCLOSED

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

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

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SURVEYOR

Name: JASON RAIC

Date: 19-10-2018

Surveyor's Reference: 44740 081SP

PLAN OF SUBDIVISION OF LOT 40 IN DP 1247218

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

Reduction Ratio 1: 250


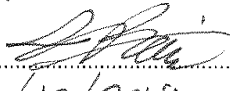
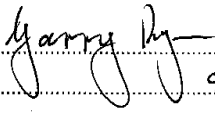
Lengths are in metres.

Registered






10.1.2019

SP98716


SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 10 sheet(s)	
Office Use Only		Office Use Only		Office Use Only	
Registered:  10.1.2019		SP98716			
PLAN OF SUBDIVISION OF LOT 40 IN DP1247218		LGA: City of PARRAMATTA Locality: LIDCOMBE Parish: CONCORD County: CUMBERLAND			
This is a *FREEHOLD/ <del>LEASEHOLD</del> Strata Scheme					
Address for Service of Documents 7-9 CARTER STREET LIDCOMBE NSW 2141  Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.			
<b>Surveyor's Certificate</b> I JASON RAIC, of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ ..... Signature:  Date: 19/10/2018 Surveyor ID: 8255 Surveyor's Reference: 44740 061SP ^ Insert the deposited plan number or dealing number of the instrument that created the easement		<b>Strata Certificate (Accredited Certifier)</b> I <u>GARRY RYAN</u> being an Accredited Certifier, accreditation number <u>BBB0565</u> , 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 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) <del>This plan is part of a development scheme.</del> *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> 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 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: 44/2018 Relevant Planning Approval No.: CDC20/2018 issued by: GARRY RYAN Signature:  Date: 9/11/2018 ^ Insert lot numbers of proposed utility lots.			
* Strike through if inapplicable					





<b>SP FORM 3.07</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 10 sheet(s)			
Office Use Only		Office Use Only			
Registered:  10.1.2019		SP98716			
<b>VALUER'S CERTIFICATE</b> I, <u>PETER RAPTIS</u> being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> , certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 <i>Strata Schemes Development Act 2015</i> Signature: <u></u> Date <u>6.11.2018</u>					
<b>SCHEDULE OF UNIT ENTITLEMENT</b>					
LOT NO	UE	LOT NO	UE	LOT NO	UE
1	98	31	105	61	132
2	101	32	100	62	105
3	101	33	128	63	102
4	124	34	102	64	125
5	82	35	100	65	107
6	101	36	123	66	107
7	81	37	104	67	100
8	100	38	105	68	132
9	100	39	98	69	106
10	122	40	129	70	103
11	79	41	103	71	126
12	100	42	100	72	107
13	97	43	123	73	108
14	100	44	105	74	101
15	101	45	105	75	133
16	121	46	98	76	107
17	101	47	130	77	104
18	101	48	104	78	127
19	97	49	101	79	108
20	111	50	124	80	109
21	111	51	105	81	102
22	128	52	106	82	146
23	102	53	99	83	123
24	101	54	130	84	118
25	98	55	105	85	134
26	131	56	102	86	129
27	102	57	125	87	136
28	99	58	106	88	124
29	136	59	107	89	104
30	104	60	100	90	104


SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 10 sheet(s)			
<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: left;">Registered:  10.1.2019</div> <div style="font-size: 2em; font-weight: bold; text-align: center;">SP98716</div> </div>		<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div>			
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li> <li>Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li> </ul>					
<b>SCHEDULE OF UNIT ENTITLEMENT</b>					
LOT NO	UE	LOT NO	UE	LOT NO	UE
91	104	125	80	159	84
92	107	126	84	160	87
93	81	127	107	161	110
94	103	128	81	162	85
95	124	129	102	163	126
96	84	130	110	164	109
97	106	131	102	165	106
98	101	132	81	166	84
99	102	133	84	167	88
100	102	134	107	168	111
101	100	135	82	169	86
102	100	136	102	170	127
103	79	137	102	171	111
104	82	138	81	172	107
105	105	139	85	173	85
106	100	140	108	174	88
107	100	141	83	175	113
108	106	142	124	176	88
109	106	143	111	177	129
110	106	144	104	178	112
111	105	145	82	179	107
112	103	146	86	180	86
113	100	147	109	181	90
114	101	148	84	182	114
115	79	149	125	183	88
116	83	150	108	184	130
117	106	151	105	185	127
118	80	152	83	186	121
119	101	153	86	187	138
120	100	154	109	188	131
121	122	155	84	189	89
122	113	156	125	190	146
123	110	157	109	191	4
124	101	158	105	TOTAL	20000


Surveyor's Reference: 44740 061SP

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 4 of 10 sheet(s)			
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p>Registered: 10.1.2019</p> </div> <div style="text-align: center; flex-grow: 1;"> <p>Office Use Only</p> <h1 style="margin: 0;">SP98716</h1> </div> <div style="text-align: center;"> <p>Office Use Only</p> </div> </div>					
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li> <li>Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li> </ul>					
<b>STREET ADDRESS SCHEDULE</b>					
LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP	N/A	7-9	Carter	Street	LIDCOMBE
1	E G50	7-9	Carter	Street	LIDCOMBE
2	E G51	7-9	Carter	Street	LIDCOMBE
3	E G52	7-9	Carter	Street	LIDCOMBE
4	E G53	7-9	Carter	Street	LIDCOMBE
5	E G55	7-9	Carter	Street	LIDCOMBE
6	E G56	7-9	Carter	Street	LIDCOMBE
7	E G57	7-9	Carter	Street	LIDCOMBE
8	E 150	7-9	Carter	Street	LIDCOMBE
9	E 151	7-9	Carter	Street	LIDCOMBE
10	E 152	7-9	Carter	Street	LIDCOMBE
11	E 153	7-9	Carter	Street	LIDCOMBE
12	E 155	7-9	Carter	Street	LIDCOMBE
13	E 156	7-9	Carter	Street	LIDCOMBE
14	E 250	7-9	Carter	Street	LIDCOMBE
15	E 251	7-9	Carter	Street	LIDCOMBE
16	E 252	7-9	Carter	Street	LIDCOMBE
17	E 253	7-9	Carter	Street	LIDCOMBE
18	E 255	7-9	Carter	Street	LIDCOMBE
19	E 256	7-9	Carter	Street	LIDCOMBE
20	E 350	7-9	Carter	Street	LIDCOMBE
21	E 351	7-9	Carter	Street	LIDCOMBE
22	E 352	7-9	Carter	Street	LIDCOMBE
23	E 353	7-9	Carter	Street	LIDCOMBE
24	E 355	7-9	Carter	Street	LIDCOMBE
25	E 356	7-9	Carter	Street	LIDCOMBE
26	E 450	7-9	Carter	Street	LIDCOMBE
27	E 451	7-9	Carter	Street	LIDCOMBE
28	E 452	7-9	Carter	Street	LIDCOMBE
29	E 453	7-9	Carter	Street	LIDCOMBE
30	E 455	7-9	Carter	Street	LIDCOMBE
31	E 456	7-9	Carter	Street	LIDCOMBE
32	E 457	7-9	Carter	Street	LIDCOMBE
33	E 550	7-9	Carter	Street	LIDCOMBE
34	E 551	7-9	Carter	Street	LIDCOMBE


SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 5 of 10 sheet(s)																																																																																																																																																																																																																								
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">   <b>Registered:</b> </div> <div> <b>10.1.2019</b> </div> </div>		<div style="border: 1px solid black; padding: 10px; width: 100%;"> <b>SP98716</b> </div>																																																																																																																																																																																																																								
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<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width:10%;">LOT NUMBER</th> <th style="width:15%;">SUB-ADDRESS NUMBER</th> <th style="width:10%;">ADDRESS NUMBER</th> <th style="width:25%;">ROAD NAME</th> <th style="width:15%;">ROAD TYPE</th> <th style="width:25%;">LOCALITY NAME</th> </tr> </thead> <tbody> <tr><td>35</td><td>E 552</td><td>7-9</td><td>Carter</td><td>Street</td><td>LIDCOMBE</td></tr> <tr><td>36</td><td>E 553</td><td>7-9</td><td>Carter</td><td>Street</td><td>LIDCOMBE</td></tr> <tr><td>37</td><td>E 555</td><td>7-9</td><td>Carter</td><td>Street</td><td>LIDCOMBE</td></tr> <tr><td>38</td><td>E 556</td><td>7-9</td><td>Carter</td><td>Street</td><td>LIDCOMBE</td></tr> <tr><td>39</td><td>E 557</td><td>7-9</td><td>Carter</td><td>Street</td><td>LIDCOMBE</td></tr> <tr><td>40</td><td>E 650</td><td>7-9</td><td>Carter</td><td>Street</td><td>LIDCOMBE</td></tr> <tr><td>41</td><td>E 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553	7-9	Carter	Street	LIDCOMBE	37	E 555	7-9	Carter	Street	LIDCOMBE	38	E 556	7-9	Carter	Street	LIDCOMBE	39	E 557	7-9	Carter	Street	LIDCOMBE	40	E 650	7-9	Carter	Street	LIDCOMBE	41	E 651	7-9	Carter	Street	LIDCOMBE	42	E 652	7-9	Carter	Street	LIDCOMBE	43	E 653	7-9	Carter	Street	LIDCOMBE	44	E 655	7-9	Carter	Street	LIDCOMBE	45	E 656	7-9	Carter	Street	LIDCOMBE	46	E 657	7-9	Carter	Street	LIDCOMBE	47	E 750	7-9	Carter	Street	LIDCOMBE	48	E 751	7-9	Carter	Street	LIDCOMBE	49	E 752	7-9	Carter	Street	LIDCOMBE	50	E 753	7-9	Carter	Street	LIDCOMBE	51	E 755	7-9	Carter	Street	LIDCOMBE	52	E 756	7-9	Carter	Street	LIDCOMBE	53	E 757	7-9	Carter	Street	LIDCOMBE	54	E 850	7-9	Carter	Street	LIDCOMBE	55	E 851	7-9	Carter	Street	LIDCOMBE	56	E 852	7-9	Carter	Street	LIDCOMBE	57	E 853	7-9	Carter	Street	LIDCOMBE	58	E 855	7-9	Carter	Street	LIDCOMBE	59	E 856	7-9	Carter	Street	LIDCOMBE	60	E 857	7-9	Carter	Street	LIDCOMBE	61	E 950	7-9	Carter	Street	LIDCOMBE	62	E 951	7-9	Carter	Street	LIDCOMBE	63	E 952	7-9	Carter	Street	LIDCOMBE	64	E 953	7-9	Carter	Street	LIDCOMBE	65	E 955	7-9	Carter	Street	LIDCOMBE	66	E 956	7-9	Carter	Street	LIDCOMBE	67	E 957	7-9	Carter	Street	LIDCOMBE	68	E 1050	7-9	Carter	Street	LIDCOMBE	69	E 1051	7-9	Carter	Street	LIDCOMBE
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SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 6 of 10 sheet(s)			
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<b>STREET ADDRESS SCHEDULE</b>					
<b>LOT NUMBER</b>	<b>SUB-ADDRESS NUMBER</b>	<b>ADDRESS NUMBER</b>	<b>ROAD NAME</b>	<b>ROAD TYPE</b>	<b>LOCALITY NAME</b>
70	E 1052	7-9	Carter	Street	LIDCOMBE
71	E 1053	7-9	Carter	Street	LIDCOMBE
72	E 1055	7-9	Carter	Street	LIDCOMBE
73	E 1056	7-9	Carter	Street	LIDCOMBE
74	E 1057	7-9	Carter	Street	LIDCOMBE
75	E 1150	7-9	Carter	Street	LIDCOMBE
76	E 1151	7-9	Carter	Street	LIDCOMBE
77	E 1152	7-9	Carter	Street	LIDCOMBE
78	E 1153	7-9	Carter	Street	LIDCOMBE
79	E 1155	7-9	Carter	Street	LIDCOMBE
80	E 1156	7-9	Carter	Street	LIDCOMBE
81	E 1157	7-9	Carter	Street	LIDCOMBE
82	E 1250	7-9	Carter	Street	LIDCOMBE
83	E 1251	7-9	Carter	Street	LIDCOMBE
84	E 1252	7-9	Carter	Street	LIDCOMBE
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86	E 1255	7-9	Carter	Street	LIDCOMBE
87	E 1256	7-9	Carter	Street	LIDCOMBE
88	E 1257	7-9	Carter	Street	LIDCOMBE
89	F G58	7-9	Carter	Street	LIDCOMBE
90	F G 59	7-9	Carter	Street	LIDCOMBE
91	F G60	7-9	Carter	Street	LIDCOMBE
92	F G62	7-9	Carter	Street	LIDCOMBE
93	F G63	7-9	Carter	Street	LIDCOMBE
94	F G65	7-9	Carter	Street	LIDCOMBE
95	F G66	7-9	Carter	Street	LIDCOMBE
96	F G67	7-9	Carter	Street	LIDCOMBE
97	F G68	7-9	Carter	Street	LIDCOMBE
98	F G69	7-9	Carter	Street	LIDCOMBE
99	F 162	7-9	Carter	Street	LIDCOMBE
100	F 163	7-9	Carter	Street	LIDCOMBE
101	F 165	7-9	Carter	Street	LIDCOMBE
102	F 166	7-9	Carter	Street	LIDCOMBE
103	F 167	7-9	Carter	Street	LIDCOMBE
104	F 168	7-9	Carter	Street	LIDCOMBE
105	F 169	7-9	Carter	Street	LIDCOMBE

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 7 of 10 sheet(s)			
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LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
106	F 170	7-9	Carter	Street	LIDCOMBE
107	F 171	7-9	Carter	Street	LIDCOMBE
108	F 257	7-9	Carter	Street	LIDCOMBE
109	F 258	7-9	Carter	Street	LIDCOMBE
110	F 259	7-9	Carter	Street	LIDCOMBE
111	F 262	7-9	Carter	Street	LIDCOMBE
112	F 263	7-9	Carter	Street	LIDCOMBE
113	F 265	7-9	Carter	Street	LIDCOMBE
114	F 266	7-9	Carter	Street	LIDCOMBE
115	F 267	7-9	Carter	Street	LIDCOMBE
116	F 268	7-9	Carter	Street	LIDCOMBE
117	F 269	7-9	Carter	Street	LIDCOMBE
118	F 270	7-9	Carter	Street	LIDCOMBE
119	F 271	7-9	Carter	Street	LIDCOMBE
120	F 272	7-9	Carter	Street	LIDCOMBE
121	F 362	7-9	Carter	Street	LIDCOMBE
122	F 363	7-9	Carter	Street	LIDCOMBE
123	F 365	7-9	Carter	Street	LIDCOMBE
124	F 366	7-9	Carter	Street	LIDCOMBE
125	F 367	7-9	Carter	Street	LIDCOMBE
126	F 368	7-9	Carter	Street	LIDCOMBE
127	F 369	7-9	Carter	Street	LIDCOMBE
128	F 370	7-9	Carter	Street	LIDCOMBE
129	F 371	7-9	Carter	Street	LIDCOMBE
130	F 372	7-9	Carter	Street	LIDCOMBE
131	F 462	7-9	Carter	Street	LIDCOMBE
132	F 463	7-9	Carter	Street	LIDCOMBE
133	F 465	7-9	Carter	Street	LIDCOMBE
134	F 466	7-9	Carter	Street	LIDCOMBE
135	F 467	7-9	Carter	Street	LIDCOMBE
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137	F 563	7-9	Carter	Street	LIDCOMBE
138	F 565	7-9	Carter	Street	LIDCOMBE
139	F 566	7-9	Carter	Street	LIDCOMBE
140	F 567	7-9	Carter	Street	LIDCOMBE
141	F 568	7-9	Carter	Street	LIDCOMBE

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<b>STREET ADDRESS SCHEDULE</b>					
<b>LOT NUMBER</b>	<b>SUB-ADDRESS NUMBER</b>	<b>ADDRESS NUMBER</b>	<b>ROAD NAME</b>	<b>ROAD TYPE</b>	<b>LOCALITY NAME</b>
142	F 569	7-9	Carter	Street	LIDCOMBE
143	F 662	7-9	Carter	Street	LIDCOMBE
144	F 663	7-9	Carter	Street	LIDCOMBE
145	F 665	7-9	Carter	Street	LIDCOMBE
146	F 666	7-9	Carter	Street	LIDCOMBE
147	F 667	7-9	Carter	Street	LIDCOMBE
148	F 668	7-9	Carter	Street	LIDCOMBE
149	F 669	7-9	Carter	Street	LIDCOMBE
150	F 762	7-9	Carter	Street	LIDCOMBE
151	F 763	7-9	Carter	Street	LIDCOMBE
152	F 765	7-9	Carter	Street	LIDCOMBE
153	F 766	7-9	Carter	Street	LIDCOMBE
154	F 767	7-9	Carter	Street	LIDCOMBE
155	F 768	7-9	Carter	Street	LIDCOMBE
156	F 769	7-9	Carter	Street	LIDCOMBE
157	F 862	7-9	Carter	Street	LIDCOMBE
158	F 863	7-9	Carter	Street	LIDCOMBE
159	F 865	7-9	Carter	Street	LIDCOMBE
160	F 866	7-9	Carter	Street	LIDCOMBE
161	F 867	7-9	Carter	Street	LIDCOMBE
162	F 868	7-9	Carter	Street	LIDCOMBE
163	F 869	7-9	Carter	Street	LIDCOMBE
164	F 962	7-9	Carter	Street	LIDCOMBE
165	F 963	7-9	Carter	Street	LIDCOMBE
166	F 965	7-9	Carter	Street	LIDCOMBE
167	F 966	7-9	Carter	Street	LIDCOMBE
168	F 967	7-9	Carter	Street	LIDCOMBE
169	F 968	7-9	Carter	Street	LIDCOMBE
170	F 969	7-9	Carter	Street	LIDCOMBE
171	F 1062	7-9	Carter	Street	LIDCOMBE
172	F 1063	7-9	Carter	Street	LIDCOMBE
173	F 1065	7-9	Carter	Street	LIDCOMBE
174	F 1066	7-9	Carter	Street	LIDCOMBE
175	F 1067	7-9	Carter	Street	LIDCOMBE
176	F 1068	7-9	Carter	Street	LIDCOMBE
177	F 1069	7-9	Carter	Street	LIDCOMBE

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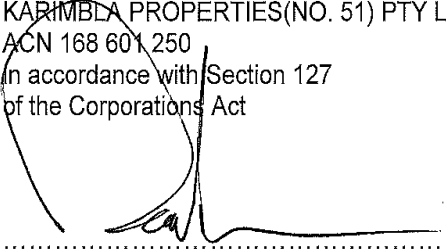
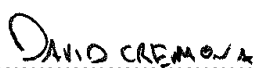
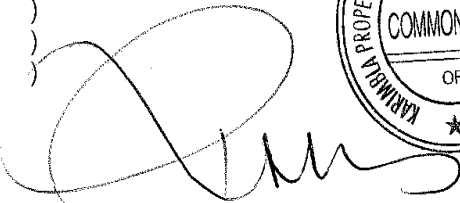

This sheet is for the provision of the following information as required:

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

### STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
178	F 1162	7-9	Carter	Street	LIDCOMBE
179	F 1163	7-9	Carter	Street	LIDCOMBE
180	F 1165	7-9	Carter	Street	LIDCOMBE
181	F 1166	7-9	Carter	Street	LIDCOMBE
182	F 1167	7-9	Carter	Street	LIDCOMBE
183	F 1168	7-9	Carter	Street	LIDCOMBE
184	F 1169	7-9	Carter	Street	LIDCOMBE
185	F 1262	7-9	Carter	Street	LIDCOMBE
186	F 1263	7-9	Carter	Street	LIDCOMBE
187	F 1265	7-9	Carter	Street	LIDCOMBE
188	F 1267	7-9	Carter	Street	LIDCOMBE
189	F 1268	7-9	Carter	Street	LIDCOMBE
190	F 1269	7-9	Carter	Street	LIDCOMBE
191	N/A	7-9	Carter	Street	LIDCOMBE

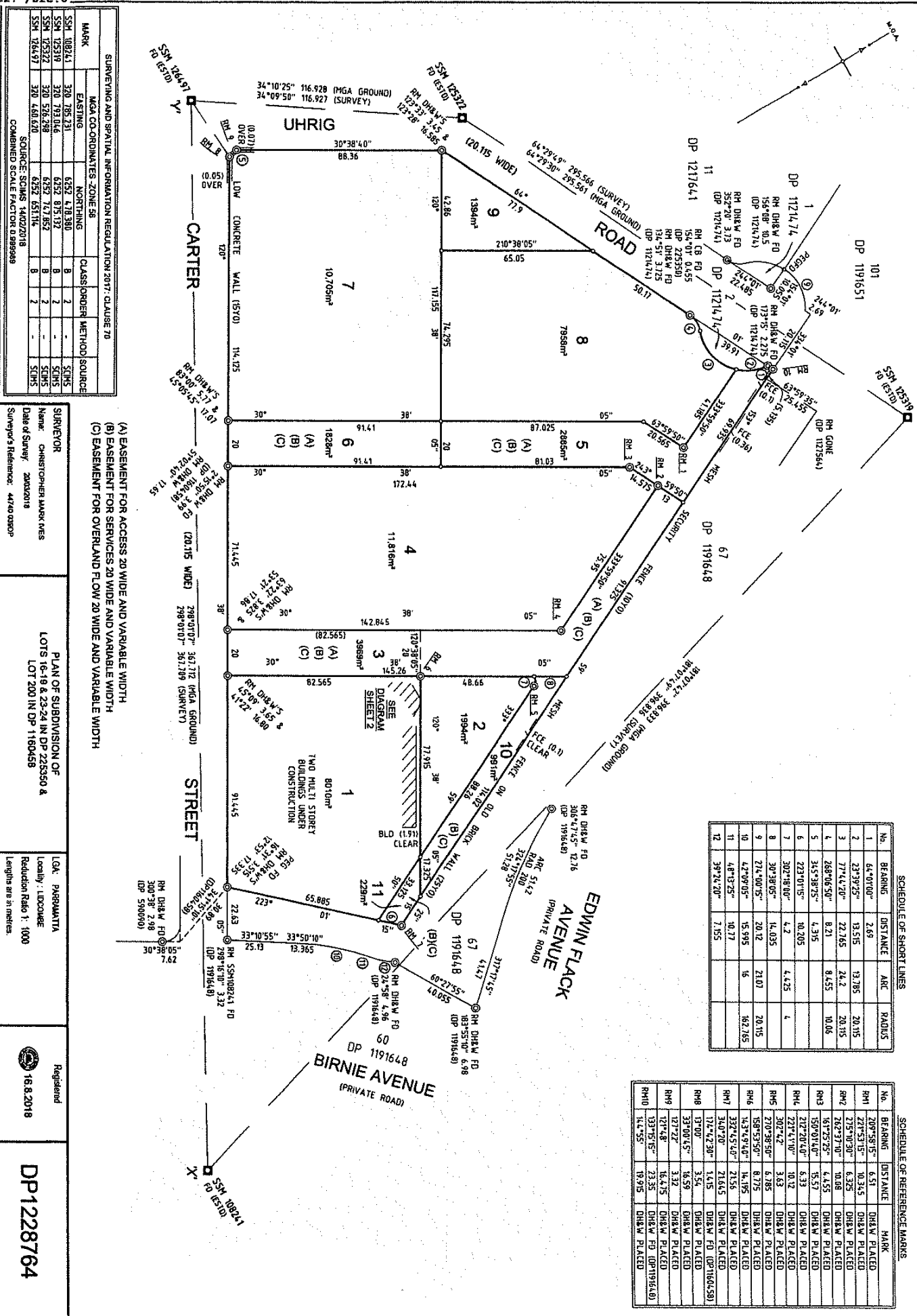


SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 10 of 10 sheet(s)
Office Use Only		Office Use Only
Registered:  10.1.2019	<b>SP98716</b>	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>• Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li></ul>		
<p><b>EXECUTED</b> by KARIMBLA PROPERTIES(NO. 51) PTY LIMITED ACN 168 601 250 in accordance with Section 127 of the Corporations Act</p> <p> ..... Signature of Director</p> <p> ..... NAME (please print)</p> <p> ..... Signature of <del>Director</del>/secretary</p> <p> ..... NAME (please print)</p>		
Surveyor's Reference: 44740 061SP		

PLAN (UNIT: M)

WARNING: CHANGING OR FOLLING WILL LEAD TO REJECTION

Sheet 1 of 2 sheets



**SCHEDULE OF SHORT LINES**

No.	BEARING	DISTANCE	ARC	RADIUS
1	64°00'00"	2.68		
2	22°39'25"	13.515	13.785	20.115
3	77°44'20"	22.765	24.2	20.115
4	268°06'50"	8.21	8.455	10.06
5	345°38'25"	4.315		
6	223°01'50"	4.2	4.425	4
7	302°18'00"	14.035		
8	30°38'05"	20.12	21.01	20.115
9	77°40'15"	15.995	16	162.765
10	42°09'05"	15.995		
11	48°32'25"	10.77		
12	39°12'20"	7.555		

**SCHEDULE OF REFERENCE MARKS**

No.	BEARING	DISTANCE	MARK
RM1	209°58'15"	6.51	DRAW PLATED
RM2	223°51'15"	10.345	DRAW PLATED
RM3	225°10'20"	6.325	DRAW PLATED
RM4	262°27'00"	10.68	DRAW PLATED
RM5	161°25'25"	4.455	DRAW PLATED
RM6	150°01'40"	15.57	DRAW PLATED
RM7	212°20'40"	6.33	DRAW PLATED
RM8	202°42'42"	3.43	DRAW PLATED
RM9	270°38'50"	6.785	DRAW PLATED
RM10	158°53'50"	8.175	DRAW PLATED
RM11	143°19'40"	14.195	DRAW PLATED
RM12	332°45'40"	21.645	DRAW PLATED
RM13	340°20'20"	1.615	DRAW PLATED
RM14	121°42'30"	3.54	DRAW PLATED
RM15	121°42'30"	3.54	DRAW PLATED
RM16	121°42'30"	3.54	DRAW PLATED
RM17	121°42'30"	3.54	DRAW PLATED
RM18	121°42'30"	3.54	DRAW PLATED
RM19	121°42'30"	3.54	DRAW PLATED
RM20	121°42'30"	3.54	DRAW PLATED
RM21	121°42'30"	3.54	DRAW PLATED
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RM89	121°42'30"	3.54	DRAW PLATED
RM90	121°42'30"	3.54	DRAW PLATED
RM91	121°42'30"	3.54	DRAW PLATED
RM92	121°42'30"	3.54	DRAW PLATED
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RM95	121°42'30"	3.54	DRAW PLATED
RM96	121°42'30"	3.54	DRAW PLATED
RM97	121°42'30"	3.54	DRAW PLATED
RM98	121°42'30"	3.54	DRAW PLATED
RM99	121°42'30"	3.54	DRAW PLATED
RM100	121°42'30"	3.54	DRAW PLATED

(A) EASEMENT FOR ACCESS 20 WIDE AND VARIABLE WIDTH  
 (B) EASEMENT FOR SERVICES 20 WIDE AND VARIABLE WIDTH  
 (C) EASEMENT FOR OVERLAND FLOW 20 WIDE AND VARIABLE WIDTH

PLAN OF SUBDIVISION OF  
 LOTS 16-19 & 23-24 IN DP 225350 &  
 LOT 200 IN DP 1160458

LOK. PARAGUATTA  
 Locality: LUDOCHE  
 Reduction Ratio 1: 1000  
 Lengths are in meters.

Registered  
 16.8.2018  
 DP1228764

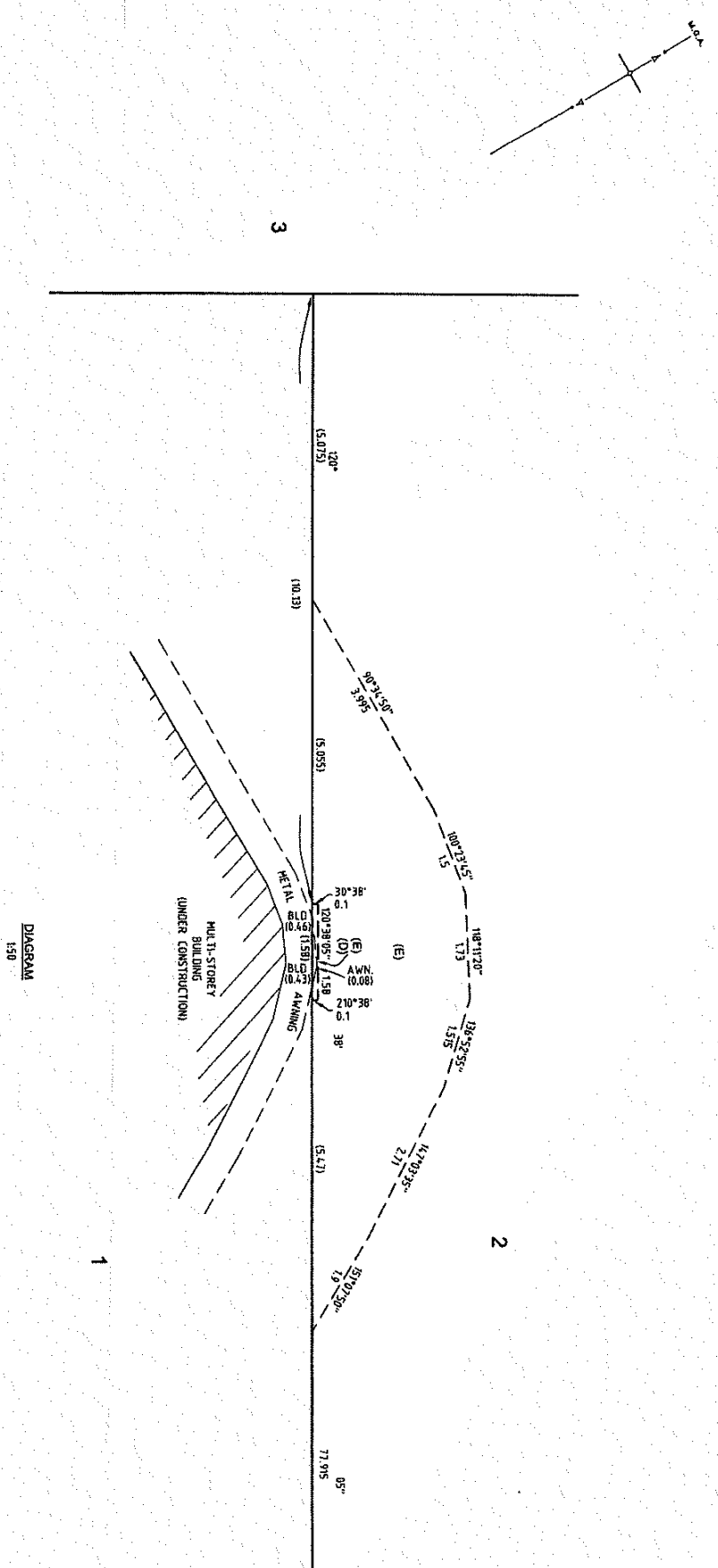
SURVEYING AND SPATIAL INFORMATION REGULATION 2017: CLAUSE 70

MGA CO-ORDINATES - ZONE 58

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	SOURCE
SSM 108241	320 705.316	6322 418.380	B	2	-	SCMS
SSM 108242	320 703.016	6322 817.132	B	2	-	SCMS
SSM 108243	320 526.298	6322 721.852	B	2	-	SCMS
SSM 108244	320 480.270	6322 651.174	B	2	-	SCMS



SOURCE: SCMS MAGAZINE

COMBINED SCALE FACTOR: 0.999998




(D) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.1 WIDE  
 (E) EASEMENT FOR LIGHT, AIR, VENTILATION AND PROTECTION OF OPENINGS VARIABLE WIDTH

<p><b>SURVEYOR</b>                  Name: CHRISTOPHER MARK WES                  Date of Survey: 2003/01/18                  Surveyor's Reference: 44740 0300P</p>	<p><b>PLAN OF SUBDIVISION OF</b>                  LOTS 16-19 &amp; 23-24 IN DP 225350 &amp;                  LOT 200 IN DP 1160458</p>	<p><b>LGA: PARAKWATA</b>                  Locality: LODOCARE                  Reduction Ratio 1: 50                  Lengths are in metres.</p>	<p><b>Registered</b>                  16.8.2018</p>	<p><b>DP1228764</b></p>
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PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Office Use Only Registered:  16.8.2018 Title System: TORRENS			Office Use Only <h1>DP1228764</h1>		
<b>PLAN OF SUBDIVISION OF LOTS 16-19 AND 23-24 IN DP225350 AND LOT 200 IN DP1160458</b>			LGA: PARRAMATTA Locality: LIDCOMBE Parish: CONCORD County: CUMBERLAND		
<b>Survey Certificate</b> I, CHRISTOPHER MARK IVES of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 20/03/2018 *(b) <del>The part of the land shown in the plan ("being" excluding **</del> <del>was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on</del> <del>the part not surveyed was compiled in accordance with that Regulation, or</del> *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 10/7/18 Surveyor Identification No: 8935 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.			<b>Crown Lands NSW/Western Lands Office Approval</b> 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: .....		
Plans used in the preparation of survey/compilation. DP1160458 DP225350 DP1191648 DP1121474 DP590090			<b>Subdivision Certificate</b> I, <u>CLAIRE STEPHENS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: ..... Consent Authority: <u>CITY OF PARRAMATTA COUNCIL</u> Date of endorsement: <u>24.07.2018</u> Subdivision Certificate number: <u>SC18612018</u> File number: .....  *Strike through if inapplicable.		
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.		
Surveyor's Reference: 44740 039DP			Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		

ePlan

PLAN FORM 6A (2017)      DEPOSITED PLAN ADMINISTRATION SHEET      Sheet 2 of 3 sheet(s)	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p><b>Registered:</b> 16.8.2018</p> </div> <div style="text-align: right; font-size: small;">Office Use Only</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <b>PLAN OF SUBDIVISION OF LOTS 16-19 AND 23-24 IN DP225350 AND LOT 200 IN DP1160458</b> </div> <div style="margin-top: 10px;"> <p>Subdivision Certificate number: <u>SC/86/2018</u></p> <p>Date of Endorsement: <u>24.07.18</u></p> </div>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-bottom: 20px;">       DP1228764     </div> <div style="font-size: small;">       This sheet is for the provision of the following information as required:       <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul> </div>

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


**TO CREATE:**

1. EASEMENT FOR ACCESS 20 WIDE AND VARIABLE WIDTH (A)
2. EASEMENT FOR SERVICES 20 WIDE AND VARIABLE WIDTH (B)
3. EASEMENT FOR OVERLAND FLOW 20 WIDE AND VARIABLE WIDTH (C)
4. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.1 WIDE (D)
5. POSITIVE COVENANT
6. RESTRICTION ON THE USE OF LAND
7. EASEMENT FOR LIGHT, AIR, VENTILATION AND PROTECTION OF OPENINGS VARIABLE WIDTH (E)

**TO RELEASE:**

1. EASEMENT TO DRAIN WATER 10 FEET WIDE (DP225350)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	1 - 3	CARTER	STREET	LIDCOMBE
2	N/A	N/A	N/A	LIDCOMBE
3	N/A	N/A	N/A	LIDCOMBE
4	N/A	N/A	N/A	LIDCOMBE
5	N/A	N/A	N/A	LIDCOMBE
6	N/A	N/A	N/A	LIDCOMBE
7	N/A	N/A	N/A	LIDCOMBE
8	N/A	N/A	N/A	LIDCOMBE
9	N/A	N/A	N/A	LIDCOMBE
10	N/A	N/A	N/A	LIDCOMBE
11	N/A	N/A	N/A	LIDCOMBE



If space is insufficient use additional annexure sheet

Surveyor's Reference: 44740 039DP

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:



16.8.2018

PLAN OF SUBDIVISION OF LOTS 16-19 AND  
23-24 IN DP225350 AND LOT 200 IN  
DP1160458

DP1228764

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

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

Subdivision Certificate number: SC18612018

Date of Endorsement: 24.07.18

EXECUTED by

KARIMBLA PROPERTIES (NO. 51) PTY LIMITED )

ACN 168 601 250 )

in accordance with Section 127 )

of the Corporations Act )

Signature of Director

Signature of Director/secretary

DAVID CREMONA  
NAME (please print)

ROBYN MCCULLY  
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 44740 039DP

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

Lengths are in metres

(Sheet 1 of 7 Sheets)

Plan: **DP1247218**


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

Full name and address of the owner  
of the land:

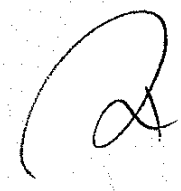
Karimbla Properties (No. 51) Pty Ltd ACN 168 601  
250 of Level 11, 528 Kent Street, Sydney NSW 2000

**PART 1 (CREATION)**

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

  
Council's Authorised Delegate

s88b for subdivision - Stage 2 (Lot 4) (5)(23.10.18)



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

Lengths are in metres


(Sheet 2 of 7 Sheets)

Plan: **DP1247218**

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

## PART 2 (TERMS)

1. **TERMS OF EASEMENT FOR PUBLIC ACCESS 10 WIDE (A) NUMBERED 1 IN THE PLAN**
  - 1.1 Subject to the terms of this easement, the authority benefited and members of the public ("Authorised Users") have full and free right to pass and repass at all times over the Easement for Public Access area:
    - (a) on foot; and/or
    - (b) with wheelchairs or other disabled access aids; and/or
    - (c) with or without animals; and/or
    - (d) with bikes, tricycles, skateboards, rollerblades, kick scooters, or other similar non-motorised equipment.
  - 1.2 Subject to the terms of this easement, full right for the authority benefited and the servants, agents and contractors of the authority benefited at all times to enter, pass and repass over the lot burdened (in common with the public) but only in the easement site with or without vehicles, plant and equipment and to remain on but only in the easement site for so long as may be necessary for the purpose of performing the authority benefited's rights under clause 1.6 and the authority benefited's obligations under clause 1.6.
  - 1.3 The owner of the lot burdened may temporarily suspend access to and use of this easement for reasons of maintenance, public security or safety or any restrictions imposed by a government agency for any reason.
  - 1.4 If any person exercises or purports to exercise the rights granted by this easement, that person:
    - (a) must comply with the reasonable directions of the owner of the lot burdened; and
    - (b) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened.
  - 1.5 Subject to clause 1.6, the owner of the lot burdened must at all times at its expense:
    - (a) keep the lot burdened (including any services in, on or under the lot burdened) in good repair and condition;
    - (b) keep the lot burdened clean and free from rubbish;

  
Council's Authorised Delegate



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


Lengths are in metres

(Sheet 3 of 7 Sheets)

Plan: **DP1247218**

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

- (c) make good any damage; and
  - (d) take out and maintain all relevant insurances that a prudent owner would maintain in respect of its part of the easement site (including public risk insurance).
- 1.6 If the owner of the lot burdened does not perform any obligation under clause 1.5, the authority benefited may undertake the required work and recover the costs of all such work from the owner of the lot burdened as a liquidated debt.
- 1.7 The authority benefited is solely empowered to release this easement.
- 1.8 The easement may only be varied by written agreement between the authority benefited and owner of the lot burdened.
- 1.9 The owner of the lot burdened is permitted to install or erect works of art, street furniture, awnings, tables and chairs or other improvements at ground level within the easement site, with the prior written consent of the authority benefited.
- 1.10 The owner of the lot burdened, with the prior consent of authority benefited, may redevelop or otherwise change the improvements on or within the easement site.
- 1.11 Name of Authority having the power to release, vary or modify the abovementioned easement referred to is City of Parramatta Council.
- 2. TERMS OF EASEMENT FOR DRAINAGE OF WATER 10 WIDE (B) NUMBERED 2 IN THE PLAN**
- 2.1 An easement in the terms of the Easement to Drain Water in Part 3 of Schedule 8 of the *Conveyancing Act 1919* is created.
- 3. TERMS OF EASEMENT FOR OVERLAND FLOW 10 WIDE (C) NUMBERED 3 IN THE PLAN**
- 3.1 The owner of the lot benefited may drain any water from any natural source that overflows to the lot burdened but only within the site of this easement.
- 3.2 The owner of the lot benefited may do anything reasonably necessary for that purpose, including:
- 3.2.1 entering the lot burdened, and
  - 3.2.2 taking anything on to the lot burdened, and

  
Council's Authorised Delegate

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


Lengths are in metres

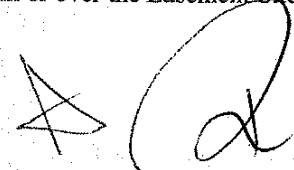
(Sheet 4 of 7 Sheets)

Plan: **DP1247218**

Plan of Subdivision of Lot 4 in DP1228764 covered by  
Subdivision Certificate No. *54/207/2018*

- 
- 3.2.3 using any existing line of pipes and other drainage equipment, and
- 3.2.4 carrying out work, such as constructing, placing, repairing or maintaining pipes and other drainage equipment.
- 3.3 In exercising those powers, the owner of the lot benefited must:
- 3.3.1 ensure all work is done properly, and
- 3.3.2 cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened, and
- 3.3.3 cause as little damage as is practicable to the lot burdened and any improvement on it, and
- 3.3.4 restore the lot burdened as nearly as is practicable to its former condition, and
- 3.3.5 make good any collateral damage.
- 3.4 The owner or the occupier of the lot burdened must not erect, construct or place upon the site of this easement any structures, improvements, equipment and fixtures or alter or permit or suffer any alteration to the surface level of the site of this easement that will alter the hydraulic characteristics of the overland flowpath without the consent in writing of the authority benefited.
- 4 TERMS OF EASEMENT FOR EMERGENCY EGRESS 10 WIDE (D) NUMBERED 4 IN THE PLAN**
- Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass and repass across the lot burdened during any emergency situation or for fire drill purposes. If the lot benefited is the subject of a strata plan of subdivision to create common property and strata lots that are not a development lot, this easement will automatically extinguish from the individual strata lots but will remain as being for the benefit of the common property of the benefited lot.
- 5. TERMS OF EASEMENT FOR LIGHT, AIR AND VENTILATION 0.5 WIDE (E) NUMBERED 5 IN THE PLAN**
- 5.1 Full, free and uninterrupted access by the owner of the lot benefited and any person authorised by the owner of lot benefited to the transmission and enjoyment of light, air and ventilation over and across the Easement Site without any obstruction or interruption caused by or resulting from the erection, construction or presence of any building, structure or other thing on, in or over the Easement Site.

  
Council's Authorised Delegate



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

Lengths are in metres

(Sheet 5 of 7 Sheets)

Plan: **DP1247218**


Plan of Subdivision of Lot 4 in DP1228764 covered by Subdivision Certificate No. *50/207/2018*

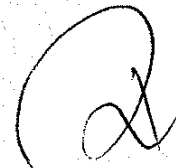
## **6 TERMS OF RESTRICTON ON THE USE OF LAND NUMBERED 6 IN THE PLAN**

- 6.1 The owner of the lot burdened hereby burdened shall not make or permit or suffer the making of any alterations to any on-site detention system, which is, or shall be, constructed on the lot burdened without the prior consent in writing of City of Parramatta Council.
- 6.2 The expression "on-site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage.
- 6.3 The on-site detention system is detailed on the plans approved by City Plan Services Pty Ltd as Construction Certificate No. 163233/6 issued on 2 February 2018 under Development Consent No 1056/2016.
- 6.4 Name of Authority having the power to release, vary or modify the abovementioned Restriction on Use of Land referred to is City of Parramatta Council.

## **7 TERMS OF POSITIVE COVENANT NUMBERED 7 IN THE PLAN**

- 7.1 The owner of the lot burdened hereby burdened will in respect of the system:
- (a) keep the system clean and free from silt, rubbish and debris;
  - (b) maintain and repair at the sole expense of the owner of the lot burdened the whole of the system so that it functions in a safe and efficient manner;
  - (c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant; and
  - (d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
- 7.2 Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
- (a) in the event that the owner of the lot burdened fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 7.1(d) above; and

  
Council's Authorised Delegate



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

Lengths are in metres

(Sheet 6 of 7 Sheets)

Plan: **DP1247218**

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

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

- (i) any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work; and
- (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

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

7.4 For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by City Plan Services Pty Ltd as Construction Certificate No. 163233/6 issued on 2 February 2018 under Development Consent No 1056/2016, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

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



Signature of Authorised Person

Office held

**James Sialepis**  
**DIRECTOR**

Name of Authorised Person (please print)



Council's Authorised Delegate



Signature of Authorised Person

**SECRETARY**

Office held

**ROBYN McCULLY**

Name of Authorised Person (please print)

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

Lengths are in metres

(Sheet 7 of 7 Sheets)

Plan: **DP1247218**

Plan of Subdivision of Lot 4 in DP1228764 covered by Subdivision Certificate No. *59/207/2018*

EXECUTED by THE COUNCIL OF THE CITY  
OF PARRAMATTA

by its Authorised Delegate pursuant to section 378  
of Local Government Act 1993 in the presence of:

)  
)  
)  
)  
)

*Eva Cosentino*

Signature of Witness

*EVA COSENTINO*

Name of Witness (please print)

*126 CHURCH ST PARRAMATTA*

Address of Witness

*C*

Signature of Authorised Delegate

*CLAIRE STEPHENS*

Name of Authorised Delegate (please print)

*MUNIT MGR*

Office held

REGISTERED

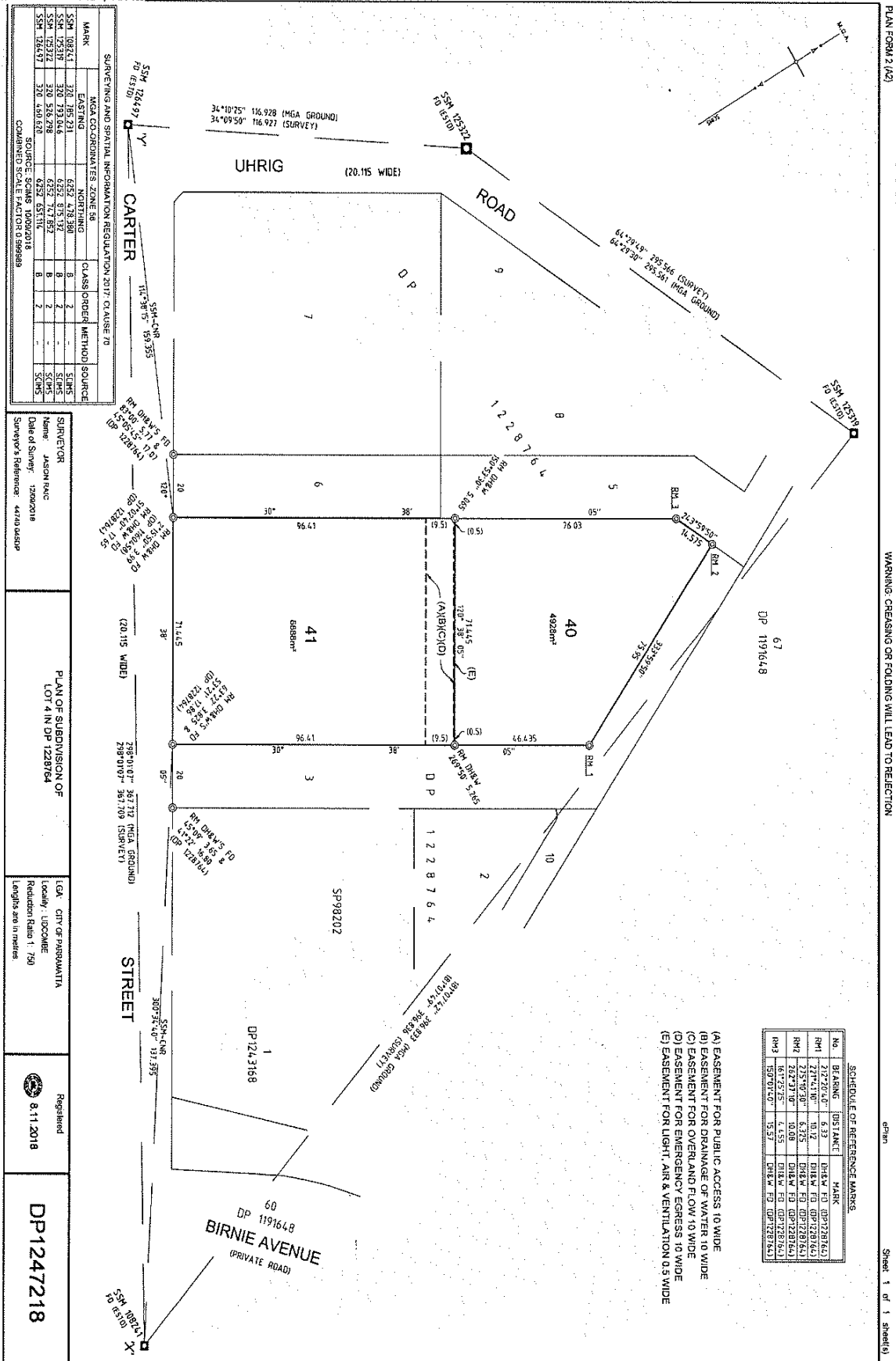


8.11.2018


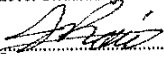
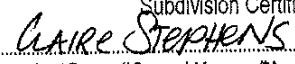

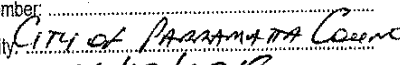
Council's Authorised Delegate

*A* *Q*


Ref:Retreat 2AD /Src:M.



ePlan





PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Registered:  8.11.2018 Title System: TORRENS		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 4 IN DP1228764		LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Parish: CONCORD County: CUMBERLAND		DP1247218	
Survey Certificate I, JASON RAIC, of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 12/09/2018. *(b) <del>The part of the land shown in the plan (*being/*excluding **</del> <del>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on</del> the part not surveyed was compiled in accordance with that Regulation, or *(c) <del>The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del> Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 21/09/18 Surveyor Identification No: 8255 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....		Subdivision Certificate I,  ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  ..... Accreditation number: ..... Consent Authority:  ..... Date of endorsement: 26/10/2018 Subdivision Certificate number: 50/207/2018 File number: ..... *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. DP1160458 DP1228764		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 44740 045DP		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

ePlan

<b>PLAN FORM 6A (2017)      DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 2 of 3 sheet(s)															
Office Use Only		Office Use Only															
<b>Registered:</b>  <b>8.11.2018</b>		<h1 style="margin: 0;">DP1247218</h1>															
<b>PLAN OF SUBDIVISION OF LOT 4 IN DP1228764</b>																	
Subdivision Certificate number: <u>SC/207/2018</u> Date of Endorsement: <u>26/10/18</u>																	
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>																	
<p><b>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:</b></p> <ol style="list-style-type: none"> <li>EASEMENT FOR PUBLIC ACCESS 10 WIDE (A)</li> <li>EASEMENT FOR DRAINAGE OF WATER 10 WIDE (B)</li> <li>EASEMENT FOR OVERLAND FLOW 10 WIDE (C)</li> <li>EASEMENT FOR EMERGENCY EGRESS 10 WIDE (D)</li> <li>EASEMENT FOR LIGHT, AIR AND VENTILATION 0.5 WIDE (E)</li> <li>RESTRICTION ON THE USE OF LAND</li> <li>POSITIVE COVENANT</li> </ol>																	
<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 10%;">LOT</th> <th style="width: 15%;">STREET NUMBER</th> <th style="width: 30%;">STREET NAME</th> <th style="width: 15%;">STREET TYPE</th> <th style="width: 30%;">LOCALITY</th> </tr> </thead> <tbody> <tr> <td>40</td> <td>7-9</td> <td>CARTER</td> <td>STREET</td> <td>LIDCOMBE</td> </tr> <tr> <td>41</td> <td>5 &amp; 11</td> <td>CARTER</td> <td>STREET</td> <td>LIDCOMBE</td> </tr> </tbody> </table>			LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY	40	7-9	CARTER	STREET	LIDCOMBE	41	5 & 11	CARTER	STREET	LIDCOMBE
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY													
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<div style="text-align: center; margin-top: 100px;">             If space is insufficient use additional annexure sheet           </div>																	
Surveyor's Reference: 44740 045DP																	



ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
<div>Office Use Only</div> <div>Registered:  8.11.2018</div> <div>PLAN OF SUBDIVISION OF LOT 4 IN DP1228764</div> <div>Subdivision Certificate number: <u>SC/267/2018</u></div> <div>Date of Endorsement: <u>26/10/18</u></div>		<div>Office Use Only</div> <div>DP1247218</div> <div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
<div><div><p>EXECUTED by KARIMBLA PROPERTIES (NO. 51) PTY LIMITED ) ACN 168 601 250 ) in accordance with Section 127 ) of the Corporations Act )</p> Signature of Director James Sialepis DIREC R DIRECTOR NAME (please print)</div><div>  Signature of Director/Secretary ROBYN McCULLY SECRETARY NAME (please print)</div></div>		
<div>If space is insufficient use additional annexure sheet</div> <div>Surveyor's Reference: 44740 045DP</div>		

ePlan

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

Lengths are in metres

(Sheet 1 of 8 Sheets)

Plan: **DP1228764**

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

Full name and address of the owner of the land:

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

**PART 1 (CREATION)**

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



Council's Authorised Delegate

ePlan

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

Lengths are in metres

(Sheet 2 of 8 Sheets)

Plan: **DP1228764**

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

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

VARIABLE WIDTH (E)

#### PART 1A (RELEASE)

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

#### PART 2 (TERMS)

AND VARIABLE WIDTH

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

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

  
 Council's Authorised Delegate

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

Lengths are in metres

(Sheet 3 of 8 Sheets)

Plan: **DP1228764**

Plan of Subdivision of Lots 16-19 and 23-24 in DP225350 and Lot 200 in DP1160458 covered by Subdivision Certificate No. SC18612018

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

- 1.2 The owner of the lot burdened may temporarily suspend access to, and use of this Easement.
- 1.3 In exercising the rights granted by this easement, the owner of the lot benefited and any persons authorised by the owner of the benefited:
  - (a) enters the lot burdened at his/her own risk;
  - (b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;
  - (c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;
  - (d) must cause no damage to the lot burdened and any improvements on it;
  - (e) must not obstruct the use of the lot burdened; and
  - (f) may use part of the easement site for the purpose of car share parking.
- 1.4 The owner of the lot benefited and any persons authorised by the owner of the benefited releases the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement, other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened.
- 1.5 The owner of the lot benefited and any persons authorised by the owner of the benefited indemnifies the owner of the lot burdened from and against all actions, claims, demands, losses, damages, costs and expenses for which the owner of the lot burdened shall or may become liable or may suffer in any way arising out of or in connection with the use of the lot burdened by the owner of the lot benefited and any persons authorised by the owner of the benefited.
2. **TERMS OF EASEMENT FOR SERVICES 20 WIDE AND VARIABLE WIDTH (B) NUMBERED 2 IN THE PLAN**
- 2.1 An easement in the terms of the Easement for Services in Part 11 of Schedule 8 of the *Conveyancing Act 1919* is created except that the definition of "domestic services" is to include the drainage of stormwater.



Council's Authorised Delegate

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

Lengths are in metres

(Sheet 4 of 8 Sheets)

Plan: **DP1228764**

Plan of Subdivision of Lots 16-19 and 23-24 in DP225350 and Lot 200 in DP1160458 covered by Subdivision Certificate No. SC18612018

- 
- 2.2 This easement shall lapse automatically and cease to exist when that part of the lot burdened becomes public road and the owner of the lot benefited hereby grants consent to the release and the removal of this easement over that part of the lot burdened.
3. **TERMS OF EASEMENT FOR OVERLAND FLOW 20 WIDE AND VARIABLE WIDTH (C) NUMBERED 3 IN THE PLAN**
- 3.1 The owner of the lot benefited may drain any water from any natural source that overflows to the lot burdened but only within the site of this easement.
- 3.2 The owner of the lot benefited may do anything reasonably necessary for that purpose, including:
- 3.2.1 entering the lot burdened, and
  - 3.2.2 taking anything on to the lot burdened, and
  - 3.2.3 using any existing line of pipes and other drainage equipment, and
  - 3.2.4 carrying out work, such as constructing, placing, repairing or maintaining pipes and other drainage equipment.
- 3.3 In exercising those powers, the owner of the lot benefited must:
- 3.3.1 ensure all work is done properly, and
  - 3.3.2 cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened, and
  - 3.3.3 cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - 3.3.4 restore the lot burdened as nearly as is practicable to its former condition, and
  - 3.3.5 make good any collateral damage.
- 3.4 The owner or the occupier of the lot burdened must not erect, construct or place upon the site of this easement any structures, improvements, equipment and fixtures or alter or permit or suffer any alteration to the surface level of the site of this easement that will alter the hydraulic characteristics of the overland flowpath without the consent in writing of the authority benefited.



Council's Authorised Delegate

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

Lengths are in metres

(Sheet 5 of 8 Sheets)

Plan: **DP1228764**

Plan of Subdivision of Lots 16-19 and 23-24 in DP225350 and Lot 200 in DP1160458 covered by Subdivision Certificate No. SC18612018

- 
- 3.5 This easement shall lapse automatically and cease to exist when that part of the lot burdened becomes public road and the owner of the lot benefited hereby grants consent to the release and the removal of this easement over that part of the lot burdened.
- 4 **TERMS OF EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.1 WIDE (D) NUMBERED 4 IN THE PLAN**
- 4.1 The owner of the lot benefited:
- (a) may insist that the parts of the structure being a metal awning ("the encroaching structure") on the lot benefited which, when this easement was created, encroached on the lot burdened remain, but only to the extent they are within the site of this easement; and
  - (b) must keep the encroaching structure in good repair and safe condition; and
  - (c) may do anything reasonably necessary for that purpose, including:
    - (i) entering the lot burdened; and
    - (ii) taking anything on to the lot burdened; and
    - (iii) carrying out work.
- 4.2 In exercising those powers, the owner of the lot benefited must
- (a) obtain the prior written consent of the owner of the lot burdened prior to access;
  - (b) ensure all work is done properly; and
  - (c) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
  - (d) restore the lot burdened as nearly as is practicable to its former condition; and
  - (e) make good any collateral damage.
- 4.3 The owner of the lot burdened may insist that this easement be extinguished when the structure of the lot benefited is removed.
- 4.4 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.



Council's Authorised Delegate

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

Lengths are in metres

(Sheet 6 of 8 Sheets)

Plan: **DP1228764**

Plan of Subdivision of Lots 16-19 and 23-24 in DP225350 and Lot 200 in DP1160458 covered by Subdivision Certificate No. SL186/2018

- 
- 4.5 Name of Authority having the power to release, vary or modify this easement is the City of Parramatta Council.
- 5 TERMS OF POSITIVE COVENANT NUMBERED 5 IN THE PLAN**
- 5.1 The owner of the lot burdened hereby burdened will in respect of the system:
- (a) keep the system clean and free from silt, rubbish and debris;
  - (b) maintain and repair at the sole expense of the owner of the lot burdened the whole of the system so that it functions in a safe and efficient manner;
  - (c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant; and
  - (d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
- 5.2 Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
- (a) in the event that the owner of the lot burdened fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 28.1(d) above; and
  - (b) the Council may recover from the owner of the lot burdened in a Court of competent jurisdiction:
    - (i) any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work; and
    - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate



Council's Authorised Delegate

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

Lengths are in metres

(Sheet 7 of 8 Sheets)

Plan: **DP1228764**

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

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

- 5.3 For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Advance Building Approvals Pty Ltd as Construction Certificate No. CF17011CC01 issued on 8 May 2017 under Development Consent No 620/2016, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

**6. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 6 IN THE PLAN**

- 6.1 The owner of the lot burdened hereby shall not make or permit or suffer the making of any alterations to any on-site detention system, which is, or shall be, constructed on the lot burdened without the prior consent in writing of City of Parramatta Council.
- 6.2 The expression "on-site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage.
- 6.3 The on-site detention system is detailed on the plans approved by Advance Building Approvals Pty Ltd as Construction Certificate No. CF17011CC01 issued on 8 May 2017 under Development Consent No 620/2016.
- 6.4 Name of Authority having the power to release, vary or modify the abovementioned Restriction on Use of Land referred to is City of Parramatta Council.

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

~~3-WIDE (E)~~  
**VARCABLE WITH (E)**

- 7.1 Full, free and uninterrupted access by the owner of the lot benefited and any person authorised by the owner of lot benefited to the transmission and enjoyment of light, air and ventilation over and across the Easement Site without any obstruction or interruption caused by or resulting from the erection, construction or presence of any building, structure or other thing on, in or over the Easement Site.
- 7.2 Name of Authority having the power to release, vary or modify this easement is the City of Parramatta Council.

  
Council's Authorised Delegate



ePlan

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

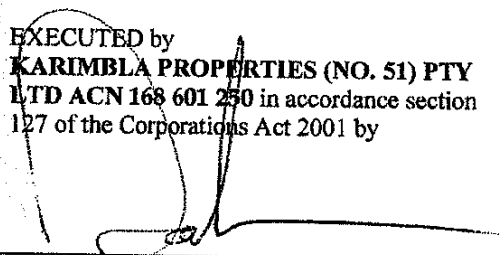
Lengths are in metres

(Sheet 8 of 8 Sheets)

Plan: **DP1228764**

Plan of Subdivision of Lots 16-19 and 23-24 in DP225350 and Lot 200 in DP1160458 covered by Subdivision Certificate No. SC18612018

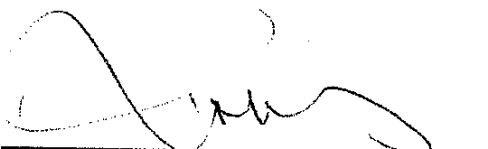
EXECUTED by  
**KARIMBLA PROPERTIES (NO. 51) PTY**  
**LTD ACN 168 601 250** in accordance section  
127 of the Corporations Act 2001 by



Signature of Authorised Person

DIRECTOR  
Office held

DAVID CREMONA  
Name of Authorised Person (please print)



Signature of Authorised Person

SECRETARY  
Office held

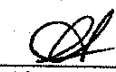
ROBYN MCCULLY  
Name of Authorised Person (please print)

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

Shaun Hehir  
Signature of Witness

SHAUN HEHIR  
Name of Witness (please print)

126 CHURCH STREET PARRAMATTA  
Address of Witness

  
Signature of Authorised Delegate

CLAIRE STEPHENS  
Name of Authorised Delegate (please print)

A/UNIT M6R - DT&U  
Office held

  
Council's Authorised Delegate

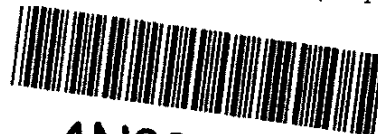
REGISTERED



16.8.2018

Form: 07L  
Release: 4.5

**LEASE**  
New South Wales  
Real Property Act 1900



**AN886975F**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to use information provided by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY** Revenue NSW use only

**(A) TORRENS TITLE**

Property leased

Certificate of Title F.I 40/1247218 <sup>1247549</sup> 1247218 1247549  
Part being the Premises shown as "A" on Deposited Plan 1247218 together  
with an easement for electricity and other purposes variable width and  
right of carriageway variable width referred to in Clauses 1 and 2 of  
Annexure "A".

Substation Premises  
No. S 78631

I, Harrison Xu,  
am authorised  
to make this  
amendment.  
10.12.18

**(B) LODGED BY**

Document  
Collection  
Box

**1056P**

Name, Address or DX, Telephone, and Customer Account Number if any

MERITON GROUP  
DX 1177 SYDNEY  
LPI NO: 123759V, Tel: 9287 2539

Reference: LW:Lidcombe - Phase 2 Substation Lease

**CODE**

**L**

10.12.18

**RECEIVED**

20 DEC 2018

TIME: (D) 11.30

**(E) LESSEE**

KARIMBLA PROPERTIES (NO. 51) PTY LTD  
ACN 168 601 250

The lessor leases to the lessee the property referred to above.

Encumbrances (if applicable):

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION  
ABN 67 505 337 385

**(F)**

**TENANCY:**

off X AN390644

**(G) 1. TERM FIFTY (50) YEARS**

2. **COMMENCING DATE** 19.9.2018

3. **TERMINATING DATE** 18.9.2068

4. With an **OPTION TO RENEW** for a period of TWENTY FIVE (25) YEARS  
set out in clause 29 of MEMORANDUM AK980904

5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.

6. Together with and reserving the **RIGHTS** set out in clause 1 & 2 of ANNEXURE A

7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A

hereto.

8. Incorporates the provisions set out in memorandum filed pursuant to 80A Real Property Act 1900  
No. AK980904

9. The **RENT** is set out in clause No. 5 of Memorandum AK980904

DATE 21 November 2018

- (H) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
- Company: KARIMBLA PROPERTIES (NO. 51) PTY LTD  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

ROBYN MCCULLY

SECRETARY

Signature of authorised person:

Name of authorised person:

Office held:

DAVID CREMONA

DIRECTOR



I certify I am an eligible witness and that the lessee signed this dealing in my presence.  
[See note\* below].

Signature of witness:

Name of witness: For execution by the Lessee - please

Address of witness: see page 4

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of lessee:

(I) STATUTORY DECLARATION\*

I

solemnly and sincerely declare that—

1. The time for the exercise of option to in expired lease No. has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at

in the State of New South Wales on

in the presence of

of

☐ Justice of the Peace (J.P. Number:

) ☐ Practising Solicitor

☐ Other qualified witness [specify]

# who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a

[Qmir ID No.]

Signature of witness:

Signature of applicant:

\* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

\*\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Annexure A to LEASE

Parties:

KARIMBLA PROPERTIES (NO. 51) PTY LTD ACN 168 601 250 (AS LESSOR) AND  
ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385 (AS LESSEE)

Dated 21 November 2018

The Lessee shall have the benefit of the following rights:

1. An EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH over the land shown as "B" on Deposited Plan ~~1247218~~ on the terms and conditions contained in clause 18(b) of Memorandum AK980904. *I, Harrison Ku, am authorised to make this amendment. Hg 20.12.18*

1247549

2. A RIGHT OF CARRIAGEWAY VARIABLE WIDTH over the land shown as "C" on Deposited Plan ~~1247218~~ on the terms contained in clause 18(a) of Memorandum AK980904.

1247549

*I, Harrison Ku, am authorised to make this amendment. Hg 20.12.18*

Annexure A to LEASE

Parties:

KARIMBLA PROPERTIES (NO. 51) PTY LTD ACN 168 601 250 (AS LESSOR) AND  
ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385 (AS LESSEE)

Date: 21 November 2018

Signed sealed and delivered for and on )  
behalf of Alpha Distribution Ministerial )  
Holding Corporation: )

Signature of Agent for ~~Rob Whitfield~~ MICHAEL PRATT  
NSW Treasury Secretary (NSW Treasurer's  
delegate under delegation dated  
24 November 2015), on behalf of Alpha  
Distribution Ministerial Holding  
Corporation

Signature of Witness

Name of Agent in full

DARRIN TSWEIGH  
Name of Witness in full

52 MARTIN PLACE  
~~126 Phillip Street~~ Sydney NSW 2000

FILM WITH AN886175

**sparke**  
**HELMORE**  
LAWYERS

2 November 2018

Land Registry Services  
Queens Square  
Sydney NSW 2000

Dear Sir

**Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of lease  
of Substation no. 7861 from Karimbla Properties (No. 51) Pty Limited  
Property: 7 Carter Street, Lidcombe  
Caveat No.: AN390644, AN440349 and AN440355  
Our ref: HEM/AUS096-01692**

We act for Ausgrid Operator Partnership, a partnership carried on under the name of Ausgrid  
by:

- 1 Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;
- 2 ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for  
ERIC Alpha Operator Trust 1;
- 3 ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for  
ERIC Alpha Operator Trust 2;
- 4 ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for  
ERIC Alpha Operator Trust 3; and
- 5 ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for  
ERIC Alpha Operator Trust 4,

("Ausgrid"). Ausgrid is the caveator pursuant to the above caveat.

We are instructed to consent to the registration of the following:

- 1 a plan of proposed easements over Lot 40 DP1247218 and Lots 5 and 6 DP122874  
prepared by Jason Raic surveyor (**Surveyor's Reference 4474 072DP**) and the  
accompanying s 88B instrument; and
- 2 a lease in favour of ADMHC.

Caveat AN390644 should be lapsed from the title on the registration of the lease and plan of  
easements referred to in paragraph 1 above.

Caveats AN440349 and AN440355 should remain on the title pending the registration of  
additional easements in favour of ADMHC.

**Newcastle**

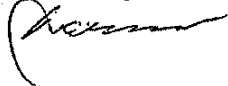
Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300  
PO Box 812, Newcastle NSW 2300  
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au  
adelaide | brisbane | canberra | darwin | melbourne | newcastle | perth | sydney | upper hunter

HEMLOE\66481600\1

Sparke Helmore Lawyers

If you require any additional information please contact our office.

Yours faithfully



Special Counsel responsible:  
Helen Murray

t: +61 2 4924 7228

e: [helen.murray@sparke.com.au](mailto:helen.murray@sparke.com.au)

Form: 15CH  
Release: 2-2

**CONSOLIDATION  
CHANGE OF BY-LA**

New South Wales

Strata Schemes Management Act  
Real Property Act 1900



**AQ390861L**

**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) <b>TORRENS TITLE</b>	For the common property CP/SP98716		
(B) <b>LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	<b>CODE</b>  <b>CH</b>
	<b>1W</b>	Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E)	
		Email: services@bylawsassist.com.au	
		Reference: BLA/2931	

- (C) The Owners-Strata Plan No. 98716 certify that a special resolution was passed on 6/4/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No.  
Added by-law No. 51  
Amended by-law No.  
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 98716 which includes new Added By-law No.51 starting from Page 17 of 18 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1.
- (G) The seal of The Owners-Strata Plan No. 98716 was affixed on 1 September 2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

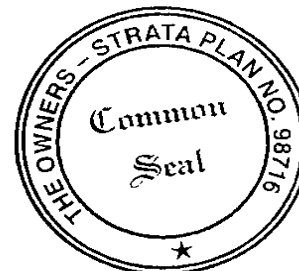
Name: SAVVAS PIPERITIS

Authority: STRATA MANAGER - SP 98716

Signature:

Name:

Authority:





**ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH**

**STRATA SCHEME 98716**

**Table of Contents**

1.	NOISE.....	4
2.	VEHICLES .....	4
3.	OBSTRUCTION OF COMMON PROPERTY .....	4
4.	DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY .....	4
5.	DAMAGE TO COMMON PROPERTY .....	4
6.	BEHAVIOUR OF OWNERS AND OCCUPIERS .....	5
7.	CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING .....	5
8.	BEHAVIOUR OF INVITEES.....	5
9.	DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY .....	5
10.	DRYING OF LAUNDRY ITEMS .....	5
11.	CLEANING WINDOWS AND DOORS .....	5
12.	STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS .....	5
13.	MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH THE COMMON PROPERTY .....	6
14.	FLOOR COVERINGS.....	6
15.	GARBAGE REMOVAL.....	6
16.	KEEPING OF ANIMALS .....	6
17.	APPEARANCE OF LOT .....	7
18.	NOTICE BOARD.....	7
19.	CHANGE IN USE OF LOT TO BE NOTIFIED .....	7
20.	PROVISION OF AMENITIES OR SERVICES .....	7
21.	USE OF LIFTS .....	7
22.	MAINTENANCE OF BUILDING AND COMMON PROPERTY .....	7
23.	POOL.....	8
24.	AIR CONDITIONING.....	9
25.	FACILITIES.....	9
26.	COMMERCIAL SIGNS.....	10
27.	CONSENT TO USE.....	10
28.	CARETAKER .....	10
29.	LETTING BUSINESSES .....	12
30.	STOREROOM.....	12
31.	ACCESS KEY.....	12
32.	BALCONIES .....	13
33.	ENCLOSED BALCONIES .....	13
34.	BUILDING SAFETY .....	13



35.	WASTE.....	13
36.	GOVERNMENT CHARGES.....	14
37.	INTERPRETATION.....	14
38.	LITIGATION.....	14
39.	MAINTENANCE CONTRACTS.....	14
40.	OVERCROWDING.....	15
41.	SECURITY.....	15
42.	ANNUAL CERTIFICATION.....	16
43.	ADAPTABLE LOT.....	16
44.	FIRE SPRINKLERS AND RESTRICTION ON STOREROOM.....	16
45.	WASTEWATER AND STORMWATER TREATMENT DEVICES.....	16
46.	PROHIBITED MATERIALS IN TOILETS.....	16
47.	COMMERCIAL/RETAIL SERVICES AND FACILITIES.....	17
48.	NO PARTICIPATION IN ON-STREET RESIDENT PARKING SCHEMES.....	17
49.	COMPLIANCE WITH REGULATIONS.....	17
50.	USE OF LOT AND COMMON PROPERTY BY AN OWNER OR OCCUPIER.....	17
51.	MINOR RENOVATIONS BY OWNERS – DELEGATION OF FUNCTIONS.....	17

The seal of The Owners-Strata Plan No 98716 was affixed on 1 September 2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): 

Name(s) [use block letters]: SAVVAS PIPERITIS

Authority: STRATA MANAGER - SP 98716



ALL HANDWRITING MUST BE IN BLOCK CAPITALS  
2005

**1. NOISE**

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

**2. VEHICLES**

- 2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or in a visitor car parking space except with the written approval of the Owners Corporation.
- 2.2 An owner or occupier of a lot must ensure that their invitees complies with by-law 2.1
- 2.3 An owner or occupier of a lot must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan.
- 2.4 The Owners Corporation shall have the following powers and authorities, in addition to those conferred upon it by the Strata Schemes Management Act 2015 and the by-laws: -
- (a) The power to do one or more of the following in respect of a vehicle, the property of an owner or occupier of a lot, parked on common property or in visitor carparking space contrary to by-law 2.1;
    - (i) the power to remove the vehicle from the common property or visitor carparking space; and/or
    - (ii) the power to clamp the wheel(s) of the vehicle.
  - (b) The power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier.
- 2.5 For the purposes of section 651B(1) of Local Government Act 1993, an owner or occupier of a lot and their invitees expressly consent to the Owners Corporation exercising the powers and authorities stated in by-law 2.4 in relation to any vehicle owned by them.
- 2.6 The Owners Corporation and an owner or occupier of a lot must ensure that its vehicle (including any deliveries) shall enter and exit the premises to the public road in a forward direction.

**3. OBSTRUCTION OF COMMON PROPERTY**

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

**4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**

- 4.1 An owner or occupier of a lot must not:
- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
  - (b) use for his or her own purposes as a garden any portion of the common property.

**5. DAMAGE TO COMMON PROPERTY**

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

- 5.2 An approval given by the Owners Corporation under by-law 5.1 cannot authorise any additions to the common property.
- 5.3 This by-law does not prevent an owner or person authorised by an owner from installing:
- (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- 5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5.5 The owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.3 that forms part of the common property and that services the lot.

## **6. BEHAVIOUR OF OWNERS AND OCCUPIERS**

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

## **7. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING**

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

## **8. BEHAVIOUR OF INVITEES**

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

## **9. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**

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

## **10. DRYING OF LAUNDRY ITEMS**

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

## **11. CLEANING WINDOWS AND DOORS**

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

## **12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

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

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

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

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

**14. FLOOR COVERINGS**

- 14.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- 14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the strata plan.

**15. GARBAGE REMOVAL**

- 15.1 An owner or occupier of a lot:
- (a) must maintain within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage,
  - (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,
  - (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time at which garbage is normally collected,
  - (d) When the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph 15.1 (a),
  - (e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

**16. KEEPING OF ANIMALS**

- 16.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the owners corporation which consent may be withdrawn in circumstances where the owners corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier.
- 16.2 A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of Meriton or the Owners Corporation, keep that Animal on its lot but on its death is not entitled to replace that animal unless consent has been obtained from the owners corporation in accordance with by-law 16.1.

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

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

**17. APPEARANCE OF LOT**

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

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

**18. NOTICE BOARD**

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

**19. CHANGE IN USE OF LOT TO BE NOTIFIED**

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

**20. PROVISION OF AMENITIES OR SERVICES**

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

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

**21. USE OF LIFTS**

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

**22. MAINTENANCE OF BUILDING AND COMMON PROPERTY**

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

- (a) replace the enclosure of the lifts every 8 years,
- (b) paint the outside of the building on at least one occasion in every period of 7 years,
- (c) replace the carpet in the common property of the building every 7 years,
- (d) repaint the inside of the building every 5 years,
- (e) replace all fittings in the common property of the building every 5 years,

- (f) repaint and refurbish the pool and pool areas every 4 years,
  - (g) replace the carpet in the lifts every 3 years and,
  - (h) reseal the concrete driveways every 3 years, and
  - (i) overhaul and repair all gymnasium equipment every 2 years,
  - (j) clean all windows and window frames every 6 months.
- 22.2 Before performing or appointing any person to perform any inspection of the common property, the Owners Corporation will, at meeting convened by the executive committee for which 28 days notice has been given, obtain a special resolution confirming that the inspection is in the best interests of owners as a whole. Any proxy instrument exercised must expressly state that the proxy is authorised to vote on a matter under this by-law 22.2.
- 22.3 The Owners Corporation shall maintain the building and landscaped areas including artificial features in accordance with the plans and details approved under Development Consent No. 1056/2016 (as amended).
- 22.4 The Owners Corporation shall maintained all required acoustic measure of the building in accordance with Development Consent No. 1056/2016 (as amended).
- 22.5 The Owners Corporation shall ensure there is CCTV surveillance of the common property.

### **23. POOL**

- 23.1 In this by-law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.
- 23.2 The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10pm and 6am.
- 23.3 The proprietor or occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by the proprietor or occupier.
- 23.4 An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.
- 23.5 The Owners Corporation may make rules regarding the pool.
- 23.6 The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:
- (a) smoking, eating or drinking,
  - (b) consuming alcohol,
  - (c) using bottles or glass,
  - (d) running, jumping or diving,
  - (e) using balls, boogie boards or large inflated objects,
  - (f) using soap, bubble bath or shampoo,
  - (g) be inadequately clothed, and
  - (h) nude bathing,

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

- (a) any warranties or guarantees given by the manufacturer, builder, installer or maker of the Pool Plant may be rendered void; and
- (b) the original owner will not be liable for any damage (whether to person or property), loss, claim, cost or other liability sustained by the owner's corporation or any other person arising from the Pool Plant being amended, varied or tampered with contrary to any operating manual or other instructional material provided to the Owners Corporation by the original owner.

## **24. AIR CONDITIONING**

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

- (a) before 8am or after 10pm on any Saturday, Sunday or public holiday; or
- (b) before 7am or after 10pm on any other day.

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

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

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

- (a) proper maintenance and keeping it in a state of good and serviceable repair,
- (b) installation and removal,
- (c) replacement at reasonable intervals or as necessary,
- (d) making good any damage to the common property caused by related items such as pipes, wires, bolts or screws, and
- (e) electricity expenses of operation and all other expenses arising directly or indirectly therefrom.

## **25. FACILITIES**

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





**26. COMMERCIAL SIGNS**

- 26.1 The registered proprietor or occupier of a commercial lot shall be entitled to place on the common property a sign (1 only) advertising the availability of the commercial premises for sale or lease.
- 26.2 All commercial signage in the development must be of identical size and dimensions.
- 26.3 The Owners Corporation shall have the right to remove any signage that does not comply with this by-law.

**27. CONSENT TO USE**

- 27.1 The registered proprietor or occupier of any of the retail or commercial lot may use that lot for any lawful use without the prior consent of the Owners Corporation provided that all relevant statutory approvals have been obtained.
- 27.2 The Owners Corporation must promptly execute and deliver all documents that are reasonably required by a registered proprietor or occupier to give full effect to this by-law 27.

**28. CARETAKER**

- 28.1 The Owners Corporation may engage a person (the 'caretaker') to have responsibility in relation to the control, management and administration of the common property.
- 28.3 Any agreement with a caretaker ('caretaker agreement') may include terms relating to the following:
  - (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments,
  - (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation,
  - (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service,
  - (d) providing a letting, property management and sales service,
  - (e) supervising Owners Corporation employees and contractors,
  - (f) providing cleaning, pool cleaning and gardening services to the Owners Corporation,
  - (g) supervising the strata scheme generally,
  - (h) anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.
- 28.4 The Owners Corporation may provide any consent necessary to, or requested by, the caretaker, including:
  - (a) any consent necessary to enable the caretaker to perform the duties described in the caretaker agreement,
  - (b) consent to the caretaker erecting signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker.

- (c) consent to the mortgage or other encumbrance of the caretaker's rights and obligations under the caretaker agreement whether required by:
  - (i) the caretaker, or
  - (ii) the caretaker's financier, or
- (d) Consent to deferring termination of the caretaker agreement until the caretaker or its financier has had the opportunity to remedy the relevant default.

28.5 The Owners Corporation may:

- (a) grant any consent given under by-law 28.4 with such conditions as are reasonably requested by the caretaker,
- (b) execute any deed or other document necessary to give effect to a consent granted under by-law 28.4,
- (c) agree to vary the caretaker agreement with the written consent of the caretaker,
- (d) pay the caretaker the remuneration, fees and other consideration specified in the caretaker agreement,
- (e) acknowledge that any caretaker or its financier is relying upon the Owners Corporation's consent,
- (f) grant the caretaker an exclusive right of use and enjoyment, or special privileges in respect of, the whole or a specified part of the common property ('caretaker's area'), provided that:
  - (i) the caretaker's area is the area specified in a plan:
    - (A) attached to these by-laws,
    - (B) attached to the caretaker agreement, or
    - (C) executed on behalf of either the Owners Corporation or executive committee and the caretaker.
  - (ii) The caretaker is responsible for the maintenance and upkeep of the caretaker's area at its own cost.
  - (iii) the Owners Corporation will pay operating costs in relation to the caretaker area, and
  - (iv) this by-law 28.5(f) may only be varied or repealed with the prior written consent of the caretaker, and
- (g) do anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

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

- (a) enter into more than 1 caretaker agreement, or
- (b) vary or repeal this by-law.



28.7 The owner or occupier of a lot must not:

- (a) interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in this by-law 28, or
- (b) interfere with or obstruct the caretaker from using any part of the common property designated by the Owners Corporation for use by the caretaker.

## 29. LETTING BUSINESSES

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

- (a) the business of a letting agent, or
- (b) the business of a pooled rent agency, or
- (c) the business of onsite Caretaker, or
- (d) any other business activity that is either:
  - (i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in by-law 28 and/or any agreement, and/or
  - (ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in by-law 28 and/or any agreement and/or
  - (iii) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in by-law 28 and/or any agreement.

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

## 30. STOREROOM

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

- (a) a right of exclusive use and enjoyment of the Storeroom, and
- (b) the right to store materials necessary for maintenance works to the common property and units within the building in the Storeroom.

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

## 31. ACCESS KEY

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

31.2 An owner or occupier of a lot must:

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



- (b) return all access keys to the Owners Corporation if they are not needed or if any occupier of a lot vacates the building,
  - (c) notify the strata manager immediately if an access key is lost.
- 31.3 An owner of a lot that leases or licenses their lot must notify the Owners Corporation in writing of the name or names of the occupiers of the lot to whom an access key has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the access keys to the Owners Corporation when they move out of the building.
- 31.4 An owner or occupier of a lot must not:
  - (a) copy an access key
  - (b) give access keys
- 31.5 Access keys belong to the Owners Corporation.

## **32. BALCONIES**

- 32.1 An owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot, but only if:
  - (a) it will not cause damage, or is not likely to cause damage, or
  - (b) it is not dangerous, a nuisance or a hazard.
- 32.2 The Owners Corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not in keeping with the rest of the building.
- 32.3 If there are planter boxes on or within a terrace or balcony of a lot, the owner or occupier must:
  - (a) properly maintain the soil and plants in the planter boxes, and
  - (b) when watering the plants or planter box, make sure that no water enters common property or another lot.

## **33. ENCLOSED BALCONIES**

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

## **34. BUILDING SAFETY**

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

## **35. WASTE**

- 35.1 All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.
- 35.2 The Owners Corporation and all owners and occupiers shall ensure that there is hygienic waste sterile, disposal and collection arrangement for the building and ensure that the waste storage area is appropriately maintained and kept in a clean and safe state at all times.
- 35.3 The Owners Corporation shall ensure that the receptacles for the removal of waste and recycling are put out for collection between 4.00pm and 7.00pm the day prior to collection, and, on the day of collection, being the day following, returned to the premises by 12.00noon.

**36. GOVERNMENT CHARGES**

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

**37. INTERPRETATION**

- 37.1 In these by-laws:
- (a) a singular word includes the plural and vice versa,
  - (b) a word which suggests one gender includes the other genders, and
  - (c) if a word is defined, another part of speech has a corresponding meaning.
- 37.2 Where the law requires any by-law to be included in these by-laws, it is included to the extent necessary to comply with that law.
- 37.3 To the extent that any by-law is inconsistent with any law it is invalid.

**38. LITIGATION**

- 38.1 Any decision for the Owners Corporation to:
- (a) commence;
  - (b) cross claim or counter claim in; or
  - (c) appeal
  - (d) proceedings or an action in any Court, Tribunal or other judicial or quasi-judicial forum can only be made by a Special Resolution of the owners.

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

**39. MAINTENANCE CONTRACTS**

- 39.1 The Owners Corporation is responsible for the maintenance of the building, including the common property and it must enter into maintenance and service contracts relating to the maintenance of the building ("service contracts") with specialist consultants or contractors.
- 39.2 Without limiting by law 39.1, the Owners Corporation must maintain at all times current service contracts in respect of:
- (a) mechanical ventilation;
  - (b) air conditioning;
  - (c) hydraulics;
  - (d) lifts;
  - (e) fire safety services;

- (f) wastewater and storm water quality treatment devices; and
  - (g) essential services.
- in the building and/or land.
- 39.3 The Owners Corporation must ensure that the building is regularly inspected, serviced and repaired by specialist consultants or contractors, under service contracts, at intervals considered necessary or prudent by those specialists.
- 39.4 For a period of 7 years from the date the Strata Scheme is established, the Owners Corporation must upon request by Karimbla Construction Services (NSW) Pty Ltd ("Builder") or Karimbla Properties (No. 9) Pty Ltd ("the Developer"):
  - (a) provide copies of the service contracts;
  - (b) provide evidence of the payments made by the Owners Corporation to the specialist consultants or contractors under the service contracts; and
  - (c) provide evidence of compliance by the Owners Corporation of by law 39.3;
- 39.5 For a period of 7 years from the date the Strata Scheme is established, the Owners Corporation must:
  - (a) keep the Builder promptly informed of any defects in the building; and
  - (b) not engage any consultant or contractor to investigate or undertake any rectification of defective building work within the building unless the Owners Corporation has first provided details of the defects to the Builder and requested the Builder to rectify the defects and the Builder has refused or failed to rectify the same within a reasonable time.

#### **40. OVERCROWDING**

- 40.1 An owner of a lot must not, and an occupier of a lot must not, allow the number of persons who sleep overnight in the lot to exceed the number obtained in accordance with the following formula:  
$$M = 2 \times B$$

Where:

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

B is the number of bedrooms in the lot.
- 40.2 An owner of a lot must include in any lease or licence or other document which grants rights of occupation to the lot ("tenancy agreement"), a clause in the tenancy agreement which has the effect of this by law.
- 40.3 By-law 40.1 does not apply to an owner of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

#### **41. SECURITY**

- 41.1 The Owners Corporation must engage security personnel to patrol and keep secure the common property outside the usual business hours of the caretaker appointed under by-law 28.



**42. ANNUAL CERTIFICATION**

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

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

**43. ADAPTABLE LOT**

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

**44. FIRE SPRINKLERS AND RESTRICTION ON STOREROOM**

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

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

**45. WASTEWATER AND STORMWATER TREATMENT DEVICES**

45.1 The Owners Corporation is required to maintain the wastewater and storm water treatment devices (including drainage system, sumps and traps) are regularly maintained in order to remain effective.

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

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

**46. PROHIBITED MATERIALS IN TOILETS**

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

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



**47. COMMERCIAL/RETAIL SERVICES AND FACILITIES**

- 47.1 Where services or facilities are provided to only one or some of the commercial/retail lot owner(s) in the strata scheme including but not limited to grease trap and kitchen exhaust systems, that lot owner is responsible for cleaning and maintaining those services or facilities in good condition and any associated cost for the abovementioned cleaning and maintenance shall be divided in the proportion that the unit entitlement of that lot bears to the unit entitlement of all the commercial/retail lots in that respective building receiving that service or facility.
- 47.2 If the commercial/retail lot owner(s) fails to comply with clause 47.1 and the Owners Corporations incurs any costs in cleaning and maintaining those services or facilities, then the commercial/retail lot owner's share under this by-law for the particular service or facility is the proportion that the unit entitlement of that lot bears to the unit entitlement of all the commercial/retail lots in that respective building receiving that service or facility.

**48. NO PARTICIPATION IN ON-STREET RESIDENT PARKING SCHEMES**

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

**49. COMPLIANCE WITH REGULATIONS**

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

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

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

**51. MINOR RENOVATIONS BY OWNERS – DELEGATION OF FUNCTIONS**

- a) Within the meaning of section 110(6)(b) of the Strata Schemes Management Act 2015 (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.
- b) Resolves to delegate its functions to the strata committee in accordance with the by-law made in (a).

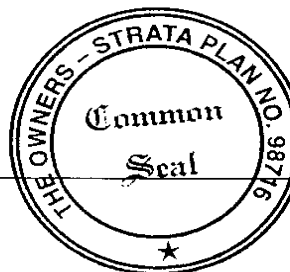
The seal of The Owners-Strata Plan No 98716 was affixed on 11/9/2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): [Signature]

Name(s) [use block letters]: SAUVAS PIPERLITIS

Authority: STRATA MANAGER - SP 98716

ALL HANDWRITING MUST BE IN BLOCK CAPITALS  
2005



[Signature]



## Approved Form 10

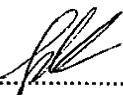
### Certificate re Initial Period

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

\*that the initial period has expired.

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

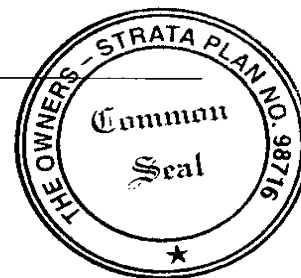
The seal of The Owners - Strata Plan No 98716 was affixed on ^ 1/9/2020 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: SAVVAS PIPERITIS Authority: STRATA MANAGER - SP 98716

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

^ Insert appropriate date

\* Strike through if inapplicable.



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OFFICE USE ONLY

# DISCHARGE OF MORTGAGE

REAL PROPERTY ACT, 1900

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LAND affected by the mortgage	
Torrens Title Reference	If part only, delete WHOLE and give details
Vol. 6925 Fol. 136 Vol. 8475 Fol. 29	WHOLE
MORTGAGOR ROBERT WILLIAM MARTIN, MERNA HORROCKS MARTIN, CHRISTOPHER RALPH MARTIN AND GREGORY RONALD JOSEPH MARTIN	
MORTGAGEE BANK OF NEW SOUTH WALES	
OFFICE USE ONLY N	

REGISTERED NUMBER OF MORTGAGE P853729	OFFICE USE ONLY OFF M
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Received the sum of one dollar being in full satisfaction and discharge of the abovementioned mortgage so far as it affects the land above described but reserving and without prejudice to the rights power and remedies of the said Bank as against the balance of the land if any comprised in the said mortgage and as against the Mortgagor and all sureties and other persons whether under the said mortgage or any other security and as against the property comprised in or charged by any such other security.

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed for and on behalf of BANK OF NEW SOUTH WALES by  
ERIC IVAN MORRIS

and

ALAN MILLER SWEETNAM  
its duly constituted Attorneys who are personally known to me.

Signature of Witness

NOEL GORDON SULLIVAN

Full name of Witness (BLOCK LETTERS). Clerk,  
Endeavour House, corner Pitt and Bridge Streets, SYDNEY

DATE OF DISCHARGE eighteenth June, 1980

BANK OF NEW SOUTH WALES by its Attorneys who hereby respectively state that at the time of their executing this instrument they have no notice of the revocation of the Power of Attorney registered in the office of the Registrar General, No. 64793 under the authority of which they have executed this instrument.

Acting Assistant Chief Security Officer

Acting Joint State Manager, New South Wales

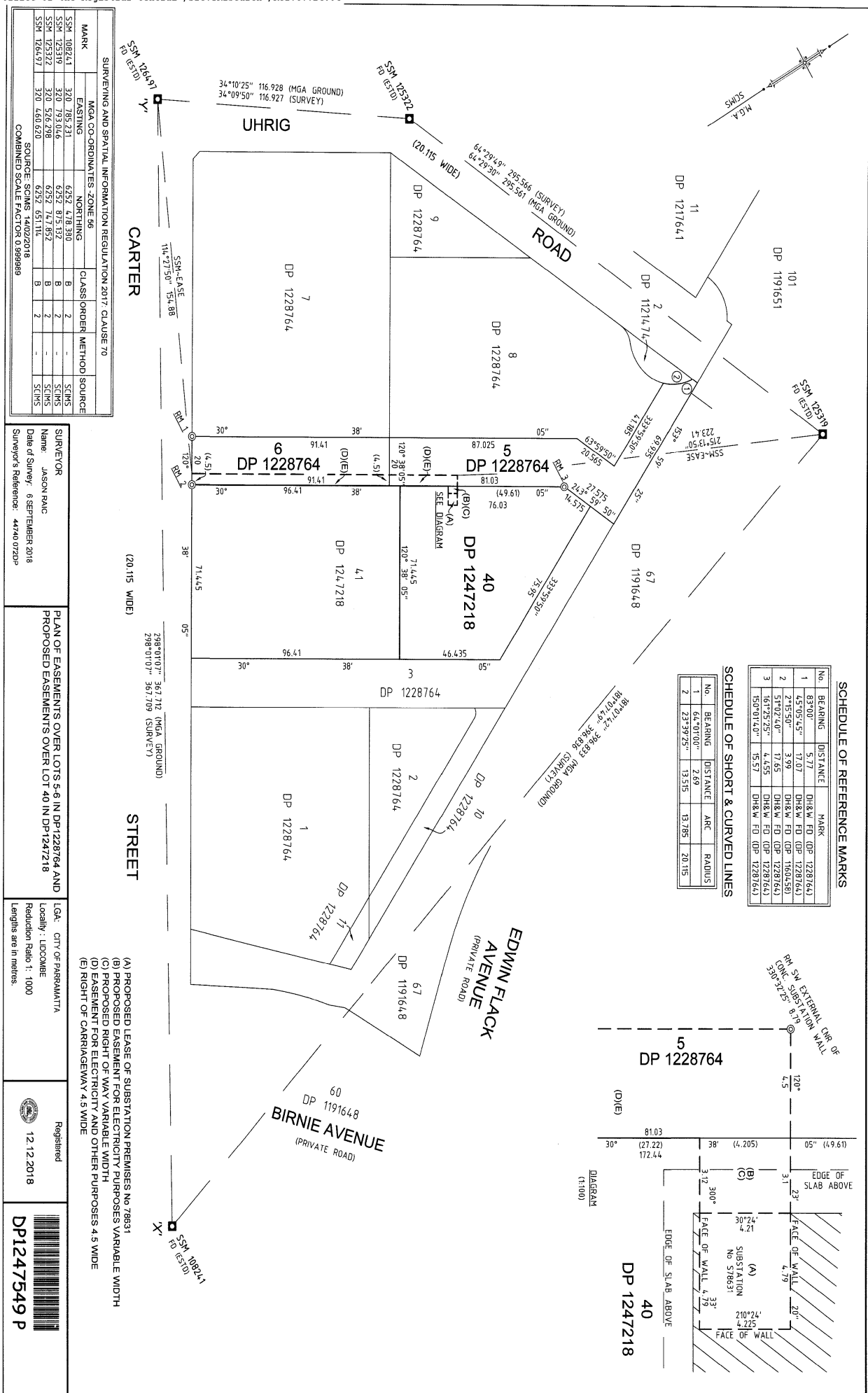
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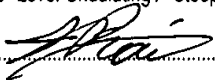
TO BE COMPLETED BY LODGING PARTY

OFFICE USE ONLY

OFFICE USE ONLY				
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No. OF NAMES:				
(A) FOLIO IDENTIFIER	(B) No. of SHARE	(C) J (E)	NAME AND DESCRIPTION	
SECOND SCHEDULE & OTHER DIRECTIONS				
DETAILS				

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PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
<p>Office Use Only</p> <p>Registered:  12.12.2018</p> <p>Title System: TORRENS</p>		<p>Public Use Only</p> <p></p> <p><b>DP1247549 S</b></p>			
<p><b>PLAN OF PROPOSED EASEMENTS OVER LOT 40 IN DP1247218 AND EASEMENTS OVER LOTS 5-6 IN DP1228764</b></p>		<p>LGA: CITY OF PARRAMATTA</p> <p>Locality: LIDCOMBE</p> <p>Parish: CONCORD</p> <p>County: CUMBERLAND</p>			
<p><b>Survey Certificate</b></p> <p>I, Jason Raic,  of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072,  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 6 SEPTEMBER 2018</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **.....)  .....)  was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X'-Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating /*Steep-Mountainous.</p> <p>Signature:  Dated: 16/11/18..</p> <p>Surveyor Identification No: 8255</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>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.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>			
		<p><b>Subdivision Certificate</b></p> <p>I, .....  *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p>*Strike through if inapplicable.</p>			
<p>Plans used in the preparation of survey/compilation:</p> <p>DP1160458</p> <p>DP1228764</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>			
<p>Surveyor's Reference: 44740 072DP</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>			

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

<p>Office Use Only</p> <p>Registered:  12.12.2018</p>	<p>Only</p> <p><b>DP1247549</b></p>
<p><b>PLAN OF PROPOSED EASEMENTS OVER LOT 40 IN DP1247218 AND EASEMENTS OVER LOTS 5-6 IN DP1228764</b></p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p>Subdivision Certificate number: .....</p> <p>Date of Endorsement: .....</p>	

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

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4.5 WIDE (D)
2. RIGHT OF CARRIAGWAY 4.5 WIDE (E)

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



Signature of Director

DAVID CREMONA

NAME (please print)


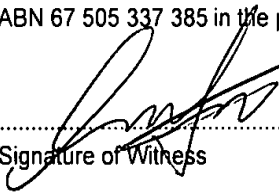

Signature of Director/secretary

ROBYN McCULLY

NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 44740 072DP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
<div>Office Use Only</div> <div>Registered:  12.12.2018</div> <div>PLAN OF PROPOSED EASEMENTS OVER LOT 40 IN DP1247218 AND EASEMENTS OVER LOTS 5-6 IN DP1228764</div> <div>Subdivision Certificate number: .....</div> <div>Date of Endorsement: .....</div>		<div>Use Only</div> <div>DP1247549</div> <div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
<div>Signed, sealed and delivered for and on ) behalf of Alpha Distribution Ministerial ) Holding Corporation ) ABN 67 505 337 385 in the presence of: )</div> <div> ..... Signature of Witness</div> <div> ..... Signature of Agent for <del>Rob Whitfield</del>, Michael Pratt NSW Treasury Secretary (NSW <i>A-U.</i>) Treasurer's delegate under delegation dated 24 November 2015), on behalf of Alpha Distribution Ministerial Holding Corporation</div> <div><i>DARREN TSWELIGH</i> ..... Print name of Witness</div> <div><i>ANGELO KANDUOTOS</i> ..... Name of Agent in full</div> <div>52 Martin Place, Sydney NSW 2000</div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 44740 072DP		





# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve 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	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.



**PLANNING CERTIFICATE****CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979 as amended

**InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001**

**Certificate No:** 2025/6258  
**Fee:** \$70.62  
**Issue Date:** 21 August 2025  
**Receipt No:** 8073735  
**Applicant Ref:** CV:25237:249686

**DESCRIPTION OF LAND**

**Address:** 350/7 Flock Street  
LIDCOMBE NSW 2141

**Lot Details:** Lot 20 SP 98716

**SECTION A**

The following Environmental Planning Instrument to which this certificate relates applies to the land:

**Parramatta Local Environmental Plan 2023**

For the purpose of **Section 10.7(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:

**The land is zoned: R4 High Density Residential PLEP2023**

**Zone R4 High Density Residential (Parramatta Local Environmental Plan 2023)**

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act, 1979. NOTE: This table is an excerpt from Parramatta Local Environmental Plan 2023 and must be read in conjunction with and subject to the other provisions of that instrument, and in force at that date.

**Zone R4 High Density Residential**

**1 Objectives of zone**

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for high density residential development close to open space, major transport nodes, services and employment opportunities.
- To provide opportunities for people to carry out a reasonable range of activities from their homes if the activities will not adversely affect the amenity of the neighbourhood.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; School-based child care; Semi-detached dwellings; Seniors housing; Shop top housing; Water recycling facilities

**4 Prohibited**

Any development not specified in item 2 or 3

**SECTION B**

**State Policies and Regional Environmental Plans**

The land is also affected by the following State Environmental Planning Policies (SEPP) and Regional Environmental Plans (SREP):

State Environmental Planning Policy (SEPP) (Biodiversity and Conservation) 2021  
State Environmental Planning Policy (SEPP) (Planning Systems) 2021

State Environmental Planning Policy (SEPP) (Resilience and Hazards) 2021  
State Environmental Planning Policy (SEPP) (Transport and Infrastructure) 2021  
State Environmental Planning Policy (SEPP) (Precincts—Central River City) 2021  
State Environmental Planning Policy (SEPP) (Housing) 2021  
State Environmental Planning Policy (SEPP) (Resources and Energy) 2021  
State Environmental Planning Policy (SEPP) (Primary Production) 2021  
State Environmental Planning Policy (SEPP) (Sustainable Buildings) 2022  
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.  
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008

N.B. All enquiries as to the application of Draft State Environmental Planning Policies should be directed to The NSW Department of Planning, Housing and Infrastructure.

### **Draft Local Environmental Plan**

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

### **Development Control Plan**

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

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

### **Development Contribution Plan**

The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

The City of Parramatta (Outside CBD) Development Contributions Plan 2021 Amendment 1 applies to the land.

### **Heritage Item/Heritage Conservation Area**

An item of environmental heritage is not situated on the land.

The land is not located in a heritage conservation area.

### **Road Widening**

The land is not affected by road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993.
- (b) Any Environmental Planning Instrument.
- (c) Any Resolution of Council.

### **Land Reservation Acquisition**

The land is not affected by Land Reservation Acquisition in Parramatta Local Environmental Plan 2023.

### **Site Compatibility Certificate** (Affordable Rental Housing)

At the date of issue of this certificate Council is not aware of any

- a. Site compatibility certificate (affordable rental housing),  
in respect to the land.

**Contamination**

Matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed:

*Clause 59(2)(a) - is the land to which the certificate relates is significantly contaminated land?*

**NO**

*Clause 59(2)(b) - is the land to which the certificate relates is subject to a management order?*

**NO**

*Clause 59(2)(c) - is the land to which the certificate relates is the subject of an approved voluntary management proposal?*

**NO**

*Clause 59(2)(d) - is the land to which the certificate relates is subject to an ongoing maintenance order?*

**NO**

*Clause 59(2)(e) - is the land to which the certificate relates is the subject of a site audit statement?*

**YES**

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

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

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

**Tree Preservation**

The land is subject to Section 5.3.4 Trees and Vegetation Preservation in the Parramatta Development Control Plan (DCP) 2023.

Council has not been notified of an order under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

**Coastal Protection**

Has the owner (or any previous owner) of the land been consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

**NO**

### **Council Policy**

Land is affected by relevant acid sulphate soil classes 1 to 5 (high to low probability of acid sulphate soils being present) under Parramatta Local Environmental Plan 2023. To determine the relevant acid sulphate soils class for the land, the applicant should refer to Council's Acid Sulphate Soils Map - Parramatta Local Environmental Plan 2023 which is available on the New South Wales legislation website at [www.legislation.nsw.gov.au](http://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](http://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](http://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](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](http://www.rfs.nsw.gov.au)

***Please note: this is a statement of Council policy and not a statement on whether or not the property is affected by bushfire. That question is answered in the Bushfire Land section of this certificate.***

### **Mine Subsidence**

The land is not affected by the Coal Mine Subsidence Compensation Act 2017 proclaiming land to be a Mine Subsidence District.

### **Bushfire Land**

The land is not bushfire prone land.

### **Threatened Species**

The Environment Agency Head with responsibility for the Biodiversity Conservation Act 2016 has not advised Council that the land includes or comprises an area of outstanding biodiversity value.



**Biodiversity certified land**

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

**Note.** *Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.*

**Biodiversity stewardship sites**

The Chief Executive of the Office of Environment and Heritage has not notified the Council if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

**Note:** Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

**Property vegetation plans**

Council has not been notified of the existence of the property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 on the land.

**Paper Subdivision information**

The land is not subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot. A subdivision order does not apply to the land.

**Note:** Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Environmental Planning and Assessment Act 1979, Schedule 7.

**Western Sydney Aerotropolis**

Under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land:

- (a) is not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,
- (b) is not shown on the Lighting Intensity and Wind Shear Map,
- (c) is not shown on the Obstacle Limitation Surface Map,
- (d) is not in the “public safety area” on the Public Safety Area Map,
- (e) is not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

**Loose-Fill Asbestos Register**

Council has not been notified by NSW Fair Trading of the property being listed on the loose-fill asbestos insulation register maintained by the Secretary of NSW Fair Trading.

**Affected Building Notices and Building Product Rectification Orders**

Council is not aware of whether there is any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land.

**Note:** *affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*. *building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017*.

### State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

#### Exempt Development Codes

##### Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land **is not** land where the exempt development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

##### Clauses 1.16(1)(b1)–(d) or Clause 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes)

The following information only addresses whether or not the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that exempt development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict exempt development on the land may also apply.

**It is your responsibility to ensure that you comply with the relevant exempt development provisions for the land.**

Exempt Development pursuant to the exempt development codes **may** be carried out on the land under **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### Complying Development Codes

**Note:** This does not constitute a Complying Development Certificate under section 4.27 of the Environmental Planning and Assessment Act 1979

##### Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is not land where the complying development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The following information only addresses whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of **Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that complying development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict complying development on the land may also apply.

**It is your responsibility to ensure that you comply with the relevant complying development provisions for the land. Failure to comply with these provisions may mean that a Complying Development Certificate is invalid.**

**Housing Code, Inland Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code and Greenfield Housing Code**

Complying Development pursuant to the Housing Code, Inland Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code and Greenfield Housing Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Industrial and Business Buildings Code**

Complying Development pursuant to the Industrial and Business Buildings Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Housing Alterations Code; General Development Code; Industrial and Business Alterations Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code**

Complying Development pursuant to the Housing Alterations Code, General Development Code, Industrial and Business Alterations Code, Container Recycling Facilities Code, Subdivision Code, Demolition Code and Fire Safety Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Flood related development controls - 9(1) - flood planning area**

The land or part of the land is within the flood planning area and subject to flood related development controls.

*'flood planning area' has the same meaning as in the Flood Risk Management Manual.*

***Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.'*

**Flood related development controls – 9(2) - probable maximum flood**

The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

*'probable maximum flood' has the same meaning as in the Flood Risk Management Manual.*

***Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.'*

**SPECIAL NOTES**

The land is identified as Class 5 on the Acid Sulfate Soils map. Refer to Clause 6.1 of Parramatta Local Environmental Plan 2023.

Applicants for Sections 10.7 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.

**The following additional information is issued under Section 10.7(5)**

The following information is provided pursuant to S10.7(5) the Council supplies information as set out below on the basis that the Council takes no responsibility for the accuracy of the information. The information if material should be independently checked by the applicant.

**Draft Parramatta River Flood Study (Draft Flood Study)**

Between 18 September 2023 and 30 October 2023, Council is exhibiting the Draft Parramatta River Flood Study.

Further information about the Draft Parramatta River Flood Study can be found at <https://participate.cityofparramatta.nsw.gov.au/flood-study> or by contacting Council.

**Note: Advisory Information Regarding Proximity to the Sydney Olympic Park Precinct**

The land is within proximity to the Sydney Olympic Park precinct. The nature and scale of facilities within that precinct, and events that it supports, may affect the use and enjoyment of the land as a result of operating hours, noise, lighting, traffic and measures associated with event management. The Sydney Olympic Park precinct also includes a liquid waste treatment plant which operates 24 hours a day except Sundays when operating hours are 7am until 4pm.

**Explanation of Intended Effect – Cultural State Environmental Planning Policy**

Explanation of Intended Effect (EIE) – Cultural State Environmental Planning Policy (November 2024) may be applicable. The EIE proposes changes to the planning system to support more creative, hospitality and cultural uses contributing to the 24-hour economy, and also proposes changes to food trucks in residential zones; and changes to allow bicycle rails and bicycle lockers as exempt development.

Please see [Explanation of Intended Effect: Cultural State Environmental Planning Policy \(SEPP\) | Planning Portal - Department of Planning and Environment](#) for more information.

**Note: Advisory Information regarding Combustible Cladding**

External combustible cladding on multi-storey buildings has been identified in local government areas including the City of Parramatta. Combustible cladding is a material that is capable of readily burning.

You should make your own enquiries as to the type of materials that have been used to construct the building. It is recommended that the purchaser obtain a building report from an appropriately qualified person to determine if any cladding type material may pose a risk to the building's occupants. Council may issue orders to rectify a building where combustible cladding is found.

Properties that have combustible cladding on buildings are listed in the NSW Government Combustible Cladding Register. Please refer to <https://www.claddingregistration.nsw.gov.au/> or call 1300 305 695 for further information regarding the NSW Government Combustible Cladding Register.

There is potential for combustible cladding to be present on buildings that are not listed on the Register.

**Note: Advisory Information regarding Loose-Fill asbestos Insulation**

Research undertaken by the Loose-Fill Asbestos Insulation Taskforce has determined that there is a potential for loose-fill asbestos insulation to be found in residential dwellings constructed prior to 1980 in 28 local government areas including the City of Parramatta.

Some residential homes located in the City of Parramatta may contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Please Contact NSW Fair Trading for further information.

This information has been provided pursuant to section 10.7(5) of the Environmental Planning and Assessment Act, 1979 as amended.

Gail Connolly  
Chief Executive Officer

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**dated** 21 August 2025