

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	My Property Epping 111G Midson Road, Epping NSW 2121	Phone: 02 9868 4888 Ref: Rob Luck
co-agent vendor	ISAAC SEUNGLEE SUH and STEPHANIE GAR-YEE LI	
vendor's solicitor	Yoon Twining Lawyers Shop 62, 427-441 Victoria Avenue, Chatswood NSW 2067	Phone: 02 9904 7211 Email: sy@yoontwininglawyers.com.au
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	G02/14 Epping Park Drive, EPPING NSW 2121 Registered Plan: Lot 152 Strata Plan 89147 Folio Identifier 152/SP59147	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☐ air conditioning	☐ clothes line	☒ fixed floor coverings	☐ range hood
	☐ blinds	☐ curtains	☐ insect screens	☐ solar panels
	☐ built-in wardrobes	☐ dishwasher	☒ light fittings	☒ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☐ other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

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

Manual transaction (clause 30) ☐ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land	☒ 33 property certificate for strata common property
☒ 2 plan of the land	☒ 34 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 35 strata by-laws
☐ 4 plan of land to be subdivided	☐ 36 strata development contract or statement
☐ 5 document to be lodged with a relevant plan	☐ 37 strata management statement
☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	☐ 38 strata renewal proposal
☐ 7 additional information included in that certificate under section 10.7(5)	☐ 39 strata renewal plan
☒ 8 sewerage infrastructure location diagram (service location diagram)	☐ 40 leasehold strata - lease of lot and common property
☒ 9 sewer lines location diagram (sewerage service diagram)	☐ 41 property certificate for neighbourhood property
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 42 plan creating neighbourhood property
☐ 11 <i>planning agreement</i>	☐ 43 neighbourhood development contract
☐ 12 section 88G certificate (positive covenant)	☐ 44 neighbourhood management statement
☐ 13 survey report	☐ 45 property certificate for precinct property
☐ 14 building information certificate or building certificate given under <i>legislation</i>	☐ 46 plan creating precinct property
☐ 15 occupation certificate	☐ 47 precinct development contract
☐ 16 lease (with every relevant memorandum or variation)	☐ 48 precinct management statement
☐ 17 other document relevant to tenancies	☐ 49 property certificate for community property
☐ 18 licence benefiting the land	☐ 50 plan creating community property
☐ 19 old system document	☐ 51 community development contract
☐ 20 Crown purchase statement of account	☐ 52 community management statement
☐ 21 building management statement	☐ 53 document disclosing a change of by-laws
☐ 22 form of requisitions	☐ 54 document disclosing a change in a development or management contract or statement
☐ 23 <i>clearance certificate</i>	☐ 55 document disclosing a change in boundaries
☐ 24 land tax certificate	☐ 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	☐ 57 information certificate under Community Land Management Act 2021
☐ 25 insurance certificate	☐ 58 disclosure statement - off the plan contract
☐ 26 brochure or warning	☐ 59 other document relevant to off the plan contract
☐ 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	☐ 60
☐ 28 certificate of compliance	
☐ 29 evidence of registration	
☐ 30 relevant occupation certificate	
☐ 31 certificate of non-compliance	
☐ 32 detailed reasons of non-compliance	

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
 Phone: (02) 8011 1400
 Email: strata@genesistrata.com.au

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:

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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 served 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 – • the issuer; • the expiry date (if any); and • the amount;
<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 by a 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 th 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 – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<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 served 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.

ANNEXURE A

CONDITIONS OF SALE BY AUCTION

The following Conditions of Sale by Auction only forms part of the Regulation made under the Property, Stock and Business Agents Act 2002 as referred to in page 3 of the Contract.

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

The Purchaser should seek legal advice in respect to this and other conditions set out in the Regulations which may be relevant.

SPECIAL CONDITIONS

THESE ARE THE SPECIAL CONDITIONS ANNEXED TO AGREEMENT FOR SALE BETWEEN (VENDOR) AND (PURCHASER)

1. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor or the Purchaser at law or in equity had this clause not been included herein, should the Vendor or the Purchaser or if more than one, any one of them, prior to completion:-
 - (a) being a natural person, die, become bankrupt or subject to the provisions of the Mental Health Act;
 - (b) being a company resolve to go into liquidation or have a petition for the winding up presented against it or enter into any scheme or arrangement with its creditors under the Corporations Law or should any Liquidator or Receiver or Official Manager be appointed;

the other party may rescind this agreement by notice in writing forwarded to the Solicitor named as the other party's Solicitor in this agreement and thereupon this agreement shall be at an end and the provisions of Clause 19 hereof shall apply.

2. The parties hereto agree that this contract contains all of the terms and conditions in respect of the sale of the property. The property including any improvements, fences and chattels is sold in its present state of repair and subject to any infestation, dilapidation and fair wear and tear.

The Purchaser acknowledges that no warranty or representation has been made to the Purchaser or anyone on the Purchaser's behalf by the Vendor or anyone on the Vendor's behalf in relation to the property and particularly but without limiting the generality of this condition as to the condition or state of repair of any improvement on the property or any part or parts thereof or as to the suitability of such improvements for any use or purpose or as to the suitability of the property or any part or parts thereof for any use or purpose or development whatsoever.

The Purchaser further acknowledges that he is purchasing the property relying upon his own inspection and enquiry in these matters and subject to all faults and defects both latent and patent and shall not be entitled to make any objection requisition or claim for compensation in respect of matters referred to in this condition.

3. In the event that this agreement is not completed by the completion date due to default of one party then the innocent party shall be entitled to serve on the defaulting party's Solicitor a Notice to Complete requiring completion to take place at the expiration of fourteen (14) days of the date of the Notice in which respect time shall be of the essence. It is expressly agreed between the parties that fourteen (14) days is a reasonable and sufficient time for compliance with the provisions of any Notice given pursuant to this agreement and the Purchaser acknowledges that

any Notice so given is valid for all purposes both in law and in equity and shall not be entitled to object thereto.

4. In the event that the Vendor is entitled under this Contract to issue a Notice to Complete the Purchaser shall allow as an adjustment on settlement the additional sum of \$330.00 inclusive of GST per Notice, by allowance towards the legal costs of the Vendor. It is agreed that this sum is in addition to any interest the Vendor may be able to claim under this Contract for late completion by the Purchaser.
5. The parties agreed and acknowledged that the deposit for the purchase is 10% of the purchase price ("the Deposit") notwithstanding a lesser amount is paid.

Despite any other provisions of this agreement, if:

- (a) the money agreed to be paid or actually paid by the Purchaser for the Deposit on exchange of contracts is less than the Deposit, it will be only an instalment of the Deposit payable and the Purchaser must pay the other instalment which is the difference between the instalment of the Deposit actually paid and the total Deposit payable on or when the contract is completed or terminated.
- (b) the contract is terminated, the Vendor shall become entitled to forfeit the instalment of the Deposit actually Paid. The balance of the Deposit will become liquidated damages by the Purchaser to the Vendor and is payable to the Vendor immediately on demand. If it is not paid on demand and will also be entitled to recover from the Purchaser the other instalment of the Deposit and the Purchaser shall pay the Vendor's costs for recover the balance of the Deposit.

The provisions of this clause are in addition to and not in substitution for the rights of the Vendor under Clause 9 of this Agreement.

6. The Purchaser warrants that he has not been introduced to the property directly or indirectly through the services of any commission or real estate agent other than the Vendor's Agent named herein and the Purchaser shall indemnify the Vendor against all claims, actions, suits, demands, costs and expenses in relation thereto.

The provisions of this clause shall not merge on completion.

7. The Purchaser warrants to the Vendor that, if he requires finance to complete the purchase, has obtained written approval for such finance from a lender of his choice on terms reasonable to him prior to entering this Agreement.

The Purchaser acknowledges that the Vendor shall rely on this warranty in entering this Agreement and the Purchaser shall not be entitled to terminate this Agreement on the ground of unavailability of finance.

8. The Purchaser shall not be entitled to require the Vendor prior to completion to register or obtain a discharge or partial discharge of any mortgage or the lodgement of a withdrawal of any caveat, writ or like notification affecting the property or the title of the Vendor of the property or any estate or interest therein but will accept a

properly executed discharge or partial discharge of any mortgage or withdrawal of any such caveat or writ or like notification together with the appropriate registration fee thereof.

9. Pending completion or rescission or termination of this agreement the parties hereby agree that the deposit shall be paid to the Vendor's Agent as stakeholder hereunder, and deposited in an investment account in any Bank, Credit Union or Building Society and the interest which accrued on the said deposit shall be dealt with as follows:-
 - (a) If the deposit is forfeited to the Vendor, all such interest shall be paid to the Vendor.
 - (b) If the deposit is refunded to the Purchaser, all such interest shall be paid to the Purchaser.
 - (c) If this Agreement is completed, all such interest shall be shared equally between the Vendor and the Purchaser.

The Vendor's Solicitor shall not be responsible in any way for any loss occasioned by the investment of the deposit or for any delay in or failure to invest.

10. If any moneys payable by the Purchaser under this agreement are not paid by the Purchaser to the Vendor within the time designated as the completion date, but not due to the Vendor's default then the Purchaser shall pay on completion as liquidated damages on the outstanding balance of the purchase moneys at the rate of ten per centum (10%) per annum calculated on daily rests from the date on which the moneys should pursuant to this agreement have been paid until the date on which they are paid, both dates inclusive. The obligation to pay the liquidated damages imposed by this condition shall in no way derogate from the rights of the parties under Special Condition 3 hereof nor from any other rights which one party may have in the event of a default hereunder by the other.
11. If the sale of the property is NOT a taxable supply, the Purchaser warrants that he shall not change or cause to change the use of the property in a way that could make the sale a taxable supply after completion. The Purchaser acknowledged and agreed that he shall pay the Vendor on demand in writing by the Vendor 10% of the purchase price of the property if he breaches the warranty herein and failure to pay the said 10% purchase price will entitle the Vendor to claim such sum as liquidated damage.

The provisions of this clause shall not merge on completion.

12. A document under or relating to this contract is served on a party on the day it is sent by facsimile transmission to the facsimile number displayed on the letterhead of each party's Solicitor and production of a status report showing a concluded transmission shall be sufficient evidence of service provided it is served prior to

5.00 pm on that day. If the document is served by facsimile transmission after 5.00 pm it is taken to be served on the next business day.

13. The Purchaser agrees and hereby authorises the release of all or part of the deposit to the Vendor forthwith for use by the Vendor as deposit of his purchase and/or for the payment of stamp duty for another property as directed by the Vendor's solicitor.
14. The Printed Conditions are amended as follows:-
 - (a) Clause 7.1.1: "5%" replaced with "1%";
 - (b) Clause 7.2.1: "10%" replaced with "1%";
 - (c) Clause 8.1.1: the words "on reasonable grounds" deleted and the words "or claim" added after the last word "requisition";
 - (d) Clause 10.1: add the words "or delay completion" after the words "terminate" in the first line;
 - (e) Clause 10.1.8: the word "substance" replaced by the word "existence";
 - (f) Clause 10.1.9: the word "substance" replaced by the word "existence";
 - (g) Clause 10.3: delete the first word "Normally";
 - (h) Clause 14.1: delete the first word "Normally";
 - (i) Clause 14.8: the words "or any adjoining footpath or road" deleted;
 - (j) Clause 23.8: delete the first word "Normally";
 - (k) Clause 23.13: deleted;
 - (l) Clause 23.14 – delete the words "The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision.";
 - (m) Clause 24.3.1: deleted;
 - (n) Clause 24.3.2: the words "or after" – deleted;
 - (o) Clause 24.3.3: deleted;
 - (p) Clause 24.4.2: delete and replace with "The vendor will the original security to the purchaser.";
 - (q) Clause 24.4.3 delete the words "a copy of Disclosure Statement given to the tenant under the Retail Lease Act 1994";
 - (r) Clause 28: deleted;
 - (s) Clause 29: deleted; and
 - (t) Clause 31.2 – deleted
15. The Purchaser agrees that the only form of Requisition on Title the Purchaser shall be entitled to raise pursuant to Clause 5 will be in the form of the Residential Property Requisitions on Title or Strata Title (Residential) Property Requisitions on Title 2006 Copyright of the Law Society of New South Wales Limited where the property herein is City, Town Land or Urban Land.
16. The Purchaser will be responsible for the application of a certificate under section 184 Strata Schemes Management Act 2015 or section 26 Community Land

Management Act 1989 in relation to the lot at the Purchaser's costs if the subject land or part of it is a lot in a strata, neighbourhood, precinct or community scheme. The Vendor hereby authorises the Purchaser or the Purchaser's solicitor/conveyancer to make such an application.

The Purchaser shall not be entitled to make any objection requisition claim for compensation or delay completion in respect of applying for the said certificates.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 152/SP89147

SEARCH DATE	TIME	EDITION NO	DATE
23/4/2025	11:27 AM	4	25/5/2023

LAND

LOT 152 IN STRATA PLAN 89147
AT EPPING
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

ISAAC SEUNGLEE SUH
STEPHANIE GAR-YEE LI
AS JOINT TENANTS

(T AN79101)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP88625
- 2 AT117087 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SUH AND LI

PRINTED ON 23/4/2025

Search Date/Time: 23/04/2025 11:27AM

LEGALSTREAM AUSTRALIA - 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.

* 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.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP88625

SEARCH DATE	TIME	EDITION NO	DATE
23/4/2025	11:37 AM	7	16/8/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 88625
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT EPPING
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND
TITLE DIAGRAM SP88625

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 88625
ADDRESS FOR SERVICE OF DOCUMENTS:
12 EPPING PARK DRIVE
EPPING 2121

SECOND SCHEDULE (31 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270729
- 4 P139186 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 5 DP1171095 POSITIVE COVENANT
- 6 DP1171095 EASEMENT FOR WATER SUPPLY PURPOSES 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 AG776451 POSITIVE COVENANT
- 8 AG776452 RESTRICTION(S) ON THE USE OF LAND
- 9 DP270729 EASEMENT FOR ENCROACHING STRUCTURE 0.15 METRE(S) WIDE REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT (ES2) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 10 DP270729 EASEMENT FOR ENCROACHING STRUCTURE 0.15 METRE(S) WIDE REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT (ES4) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 11 DP270729 EASEMENT FOR SWITCH ROOM 1.515 METRE(S) WIDE (ESR) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 12 DP270729 EASEMENT FOR SWITCH ROOM ACCESS 1 & 1.2 METRE(S)

END OF PAGE 1 - CONTINUED OVER

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PRINTED ON 23/4/2025

Search Date/Time: 23/04/2025 11:37AM

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP88625

PAGE 2

SECOND SCHEDULE (31 NOTIFICATIONS) (CONTINUED)

-
- WIDE (ESRA) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 13 DP270729 EASEMENT FOR ELECTRICITY CABLES OVER EXISTING LINE OF CONDUITS & CABLES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 14 AG748369 POSITIVE COVENANT
- 15 AH368624 EASEMENT FOR VEHICULAR ACCESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 16 AH368625 EASEMENT FOR PEDESTRIAN ACCESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 17 AH368626 EASEMENT FOR VEHICULAR ACCESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 18 DP1183877 EASEMENT FOR WATER SUPPLY PURPOSES 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1183877
- 19 DP1183877 POSITIVE COVENANT
- 20 DP270729 EASEMENT FOR LIGHT AND AIR 3 METRE(S) WIDE (LA1) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.3)
- 21 DP1187327 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE AND VARIABLE (EE5) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1187327
- 22 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOT 193
SP92254 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
- 23 SP89448 EASEMENT FOR ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 24 SP88625 EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 25 DP1193665 EASEMENT FOR OVERHANG 1 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 26 DP1193665 EASEMENT FOR SUPPORT 0.4 & 0.6 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 27 DP1193665 EASEMENT FOR SUPPORT 0.1, 0.4 & 0.6 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1193665
- 28 DP1193665 RIGHT OF ACCESS 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1193665
- 29 DP270729 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.4)
- 30 DP270729 EASEMENT FOR PEDESTRIAN ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.4)
- 31 DP270729 EASEMENT FOR VEHICULAR ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.4)

END OF PAGE 2 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP88625

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 88625

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 44		2 - 48		3 - 44		4 - 43	
5 - 43		6 - 46		7 - 45		8 - 45	
9 - 46		10 - 43		11 - 44		12 - 45	
13 - 50		14 - 44		15 - 42		16 - 47	
17 - 43		18 - 42		19 - 42		20 - 45	
21 - 43		22 - 43		23 - 45		24 - 42	
25 - 42		26 - 44		27 - 49		28 - 42	
29 - 42		30 - 47		31 - 44		32 - 42	
33 - 42		34 - 45		35 - 44		36 - 44	
37 - 45		38 - 42		39 - 43		40 - 45	
41 - 49		42 - 42		43 - 43		44 - 48	
45 - 44		46 - 43		47 - 42		48 - 46	
49 - 44		50 - 44		51 - 46		52 - 43	
53 - 44		54 - 45		55 - 49		56 - 43	
57 - 43		58 - 49		59 - 44		60 - 43	
61 - 43		62 - 46		63 - 45		64 - 45	
65 - 46		66 - 44		67 - 45		68 - 46	
69 - 52		70 - 44		71 - 55		72 - 44	
73 - 49		74 - 49		75 - 45		76 - 57	
77 - SP88935							

STRATA PLAN 88935

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
78 - 38		79 - 38		80 - 43		81 - 43	
82 - 43		83 - 43		84 - 45		85 - 44	
86 - 44		87 - 43		88 - 44		89 - 43	
90 - 43		91 - 42		92 - 44		93 - 44	
94 - 44		95 - 44		96 - 40		97 - 41	
98 - 38		99 - 37		100 - 37		101 - 44	
102 - 44		103 - 45		104 - 45		105 - 44	
106 - 44		107 - 44		108 - 42		109 - 42	
110 - 44		111 - 44		112 - 42		113 - 44	
114 - 44		115 - 44		116 - 45		117 - 45	
118 - 45		119 - 45		120 - 43		121 - 42	
122 - 44		123 - 44		124 - 43		125 - 38	
126 - 38		127 - 45		128 - 45		129 - 45	
130 - 45		131 - 45		132 - 49		133 - 43	
134 - 43		135 - 49		136 - 43		137 - 45	
138 - 45		139 - 45		140 - 47		141 - 46	
142 - 49		143 - 44		144 - 43		145 - 48	
146 - 44		147 - 44		148 - 48		149 - 44	
150 - SP89147							

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP88625

PAGE 4

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

STRATA PLAN 88935

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 89147							
151	- 44	152	- 45	153	- 38	154	- 45
155	- 42	156	- 43	157	- 43	158	- 37
159	- 43	160	- 44	161	- 43	162	- 42
163	- 43	164	- 42	165	- 36	166	- 42
167	- 43	168	- 43	169	- 43	170	- 43
171	- 43	172	- 37	173	- 43	174	- 43
175	- 43	176	- 43	177	- 44	178	- 43
179	- 37	180	- 43	181	- 44	182	- 44
183	- 43	184	- 44	185	- 44	186	- 37
187	- 44	188	- 45	189	- 44	190	- SP89448

STRATA PLAN 89448

LOT	ENT	LOT	ENT	LOT	ENT
191	- 55	192	- 7	193	- SP92254

STRATA PLAN 92254

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
194	- 44	195	- 43	196	- 43	197	- 42
198	- 42	199	- 36	200	- 44	201	- 43
202	- 46	203	- 43	204	- 43	205	- 42
206	- 42	207	- 42	208	- 41	209	- 42
210	- 36	211	- 44	212	- 42	213	- 43
214	- 42	215	- 42	216	- 43	217	- 44
218	- 42	219	- 42	220	- 42	221	- 42
222	- 36	223	- 44	224	- 42	225	- 44
226	- 43	227	- 42	228	- 44	229	- 44
230	- 45	231	- 43	232	- 36	233	- 44
234	- 45						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Information

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/270729

SEARCH DATE	TIME	EDITION NO	DATE
27/2/2015	10:53 AM	1	8/2/2012

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270729
AT EPPING
LOCAL GOVERNMENT AREA PARRAMATTA
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP270729

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270729
ADDRESS FOR SERVICE OF NOTICES:
"EPPING PARK"
MERITON STRATA MANAGEMENT
LEVEL 11, 528 KENT STREET
SYDNEY, NSW 2000

SECOND SCHEDULE (18 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE
COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 3 J529173 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE EASEMENT 2.135 METRE(S) WIDE
SHOWN WITHIN LOT 1 IN DP219907
- 4 AG231629 PLANNING AGREEMENT PURSUANT TO SECTION 93H
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 5 DP1170858 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE AND
VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 6 DP1171095 EASEMENT FOR WATER SUPPLY PURPOSES 3 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 7 DP1171095 EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE
WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 8 DP1171095 POSITIVE COVENANT
- 9 AG776451 POSITIVE COVENANT
- 10 AG776452 RESTRICTION(S) ON THE USE OF LAND
- 11 DP270729 EASEMENT FOR ENCROACHING STRUCTURE 0.15 METRE(S)
WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B
INSTRUMENT DESIGNATED (ES1) AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)

END OF PAGE 1 - CONTINUED OVER

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/270729

PAGE 2

SECOND SCHEDULE (18 NOTIFICATIONS) (CONTINUED)

- 12 DP270729 EASEMENT FOR ENCROACHING STRUCTURE 0.15 METRE(S) WIDE REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT DESIGNATED (ES2) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 13 DP270729 EASEMENT FOR ENCROACHING STRUCTURE 0.15 METRE(S) WIDE REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT DESIGNATED (ES3) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 14 DP270729 EASEMENT FOR ENCROACHING STRUCTURE 0.15 METRE(S) WIDE REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT DESIGNATED (ES4) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 15 DP270729 EASEMENT FOR SWITCH ROOM 1.515 METRE(S) WIDE (ESR) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 16 DP270729 EASEMENT FOR SWITCH ROOM ACCESS 1 & 1.2 METRE(S) WIDE (ESRA) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 17 DP270729 EASEMENT FOR ELECTRICITY CABLES OVER EXISTING LINE OF CONDUITS & CABLES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 18 AG748369 POSITIVE COVENANT

NOTATIONS

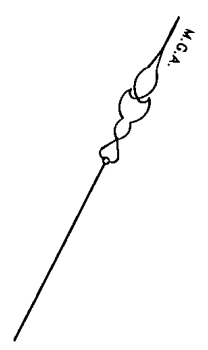
DP270729 NOTE: REGISTERED 6.6.2012. SUBDIVIDES LOT 3 INTO LOTS 4-5 IN DP270729
DP286422 NOTE: REGISTERED 13.6.2012. SUBDIVIDES LOT 4 IN DP270729 INTO LOTS 1-13 IN DP286422
DP270729 NOTE: REGISTERED 29.8.2012. SUBDIVIDES LOT 5 INTO LOTS 6-9 IN DP270729
SP87215 NOTE: REGISTERED 27.9.2012. SUBDIVIDES LOT 6 INTO LOTS 1-6 AND CP IN SP87215
DP270729 NOTE: REGISTERED 10.7.2013. SUBDIVIDES LOT 9 INTO LOTS 10 & 11 IN DP270729
SP88625 NOTE: REGISTERED 30.8.2013. SUBDIVIDES LOT 10 INTO LOTS 1-77 AND COMMON PROPERTY IN SP88625
DP270729 NOTE: REGISTERED 9.10.2014. SUBDIVIDES LOT 11 INTO LOTS 12-13 IN DP270729
SP90290 NOTE: REGISTERED 30/10/2014. SUBDIVIDES LOT 12 DP270729 INTO LOTS 1-37 AND COMMON PROPERTY IN SP90290
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

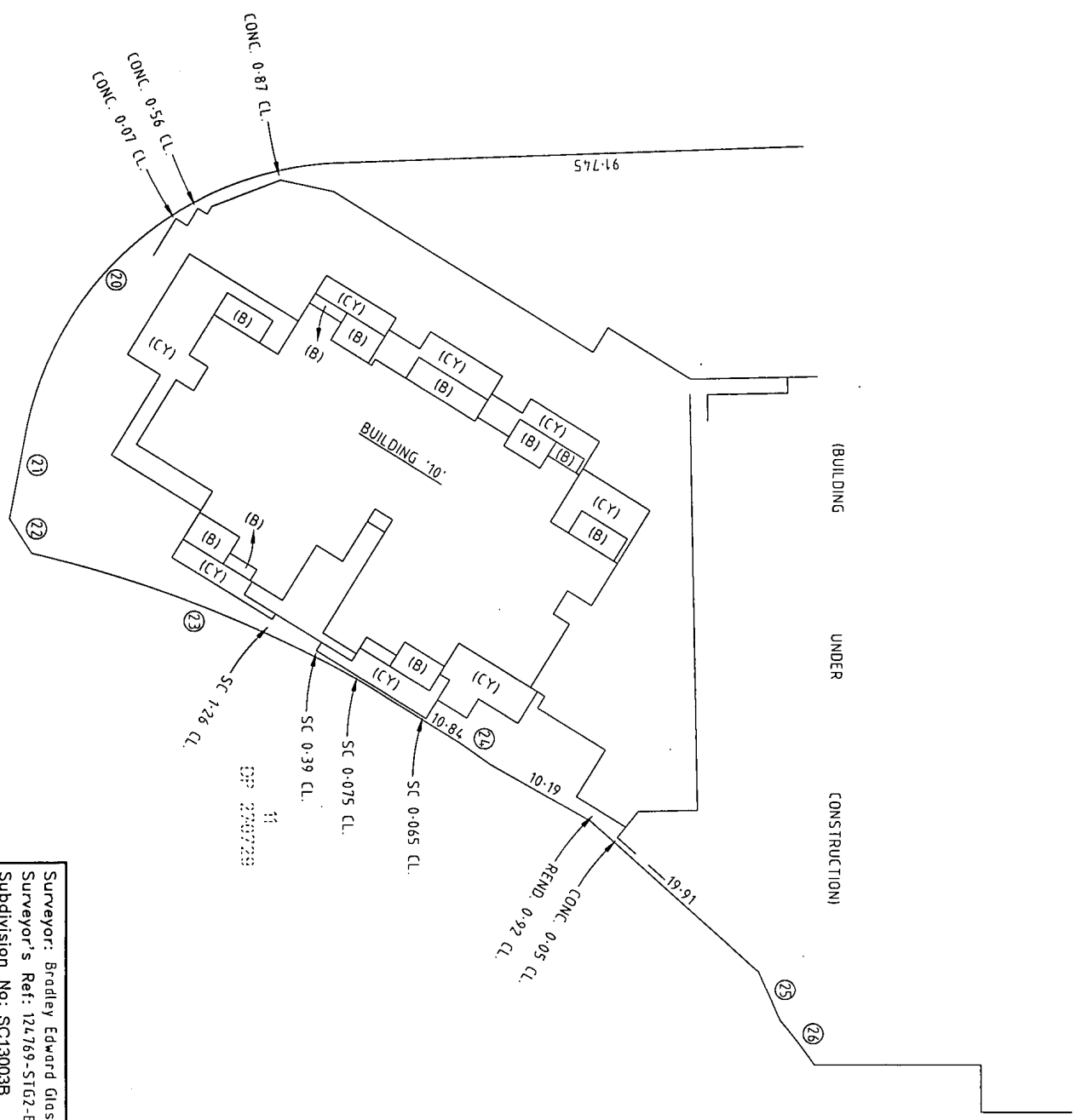
15/0064

PRINTED ON 27/2/2015

BUILDING DETAIL
(SEE SHEET 2 FOR LOCATION PLAN)



BUILDING '10'
CONCRETE, BRICK & METAL BUILDING COMPRISING
5 LEVELS OF RESIDENTIAL APARTMENTS AND
1 LEVEL OF CARPARKING UNDER AND
PLANT AREAS OVER
(No. 14, EPPING PARK DRIVE)



(B) DENOTES BALCONY
(CY) DENOTES COURTYARD
SC DENOTES STONE CLADDING

SCHEDULE OF SHORT & CURVED BOUNDARIES

LINE	DISTANCE	ARC	RADIUS
20	36.305	39.225	29.0
21	7.49		
22	3.61		
23	30.55	30.645	113.5
24	3.08		
25	4.71		
26	5.00	5.005	43.5

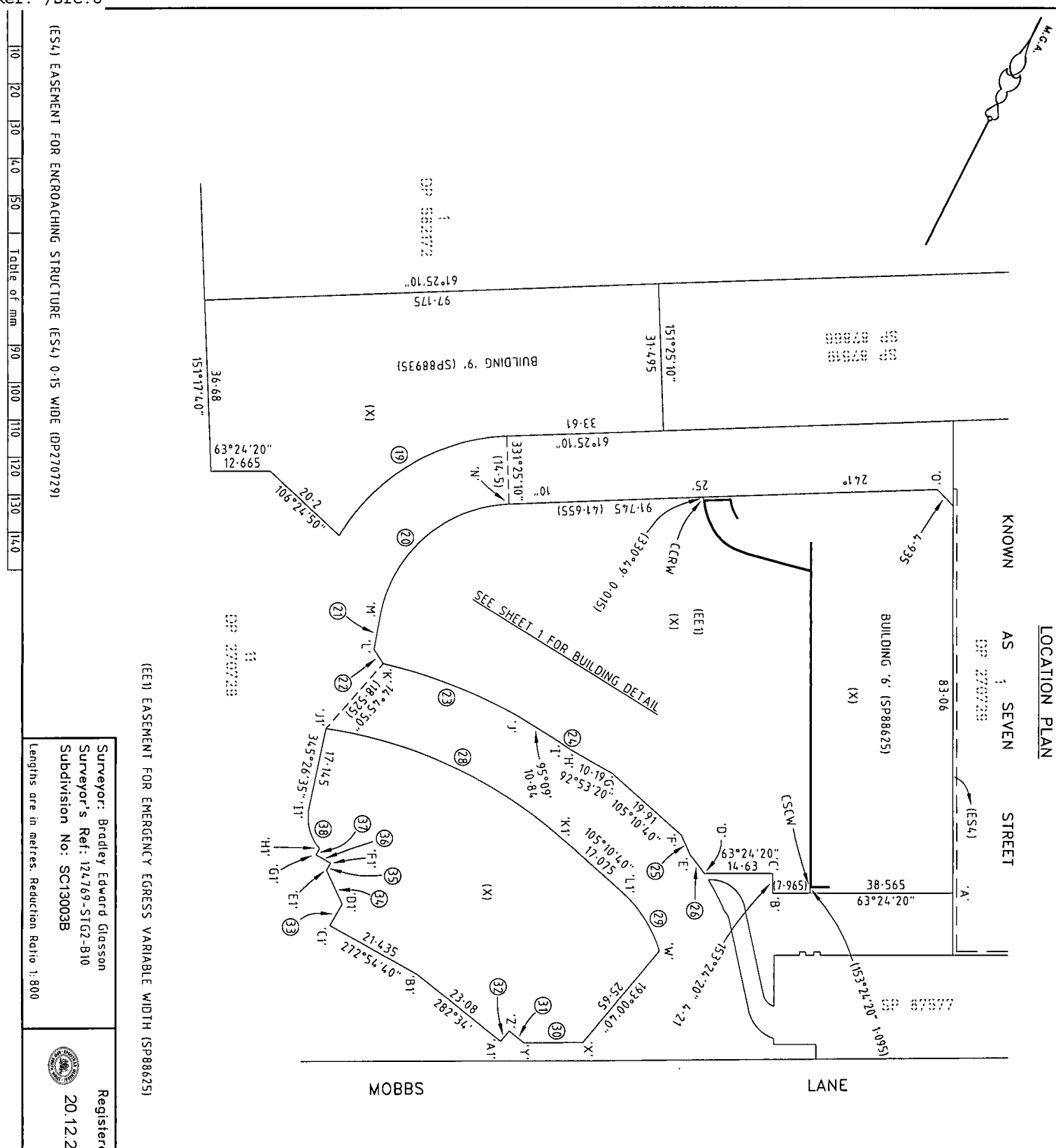
Surveyor: Bradley Edward Glasston
Surveyor's Ref: 124769-STG2-B10
Subdivision, No: SC13003B

Lengths are in metres. Reduction Ratio 1:400

Registered
20.12.2013



SP89147 P



SCHEDULE OF SHORT & CURVED BOUNDARIES				
LINE	BEARING	DISTANCE	ARC	RADIUS
19	CH 212°50'35"	4.1615	4.3.39	4.3.5
20	CH 22°40'15"	36.305	39.225	29.0
21	CH 34°55'20"	7.4.9		
22	120°07'	3.61	30.645	113.5
23	CH 8.6°40'35"	30.55		
24	98°40'	3.08		
25	130°00'30"	4.71		
26	CH 116°01'30"	5.00	5.005	4.3.5
28	CH 88°30'55"	55.91	56.705	97.5
29	CH 121°06'20"	15.095	15.29	27.5
30	CH 24.3°02'40"	12.64		
31	283°00'40"	4.075		
32	193°00'40"	2.92		
33	3°00'40"	5.31		
34	308°16'30"	7.96		
35	3°00'40"	1.79		
36	273°00'40"	3.57		
37	3°00'40"	1.525		
38	CH 319°25'20"	9.255	9.58	10.55

NOTE
1. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND
-SEE DP270729, DP1171095, DP183877 & DP187327
2. (X) DENOTES LAND WITHIN THIS STRATA SCHEME
3. EASEMENTS POSITIVE COVENANTS AFFECTING THE WHOLE OF THE LAND:-
EASEMENT FOR VEHICULAR ACCESS - AH368624 & AH368626
POSITIVE COVENANT - AG748369
EASEMENT FOR PEDESTRIAN ACCESS - AH368625

(EE1) EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH (SP88625)
CSCW DENOTES CORNER OF STONE CLAD WALL
CCRW DENOTES CORNER OF CONCRETE RAMP WALL

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Subdivision No: SC13003B

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20.12.2013

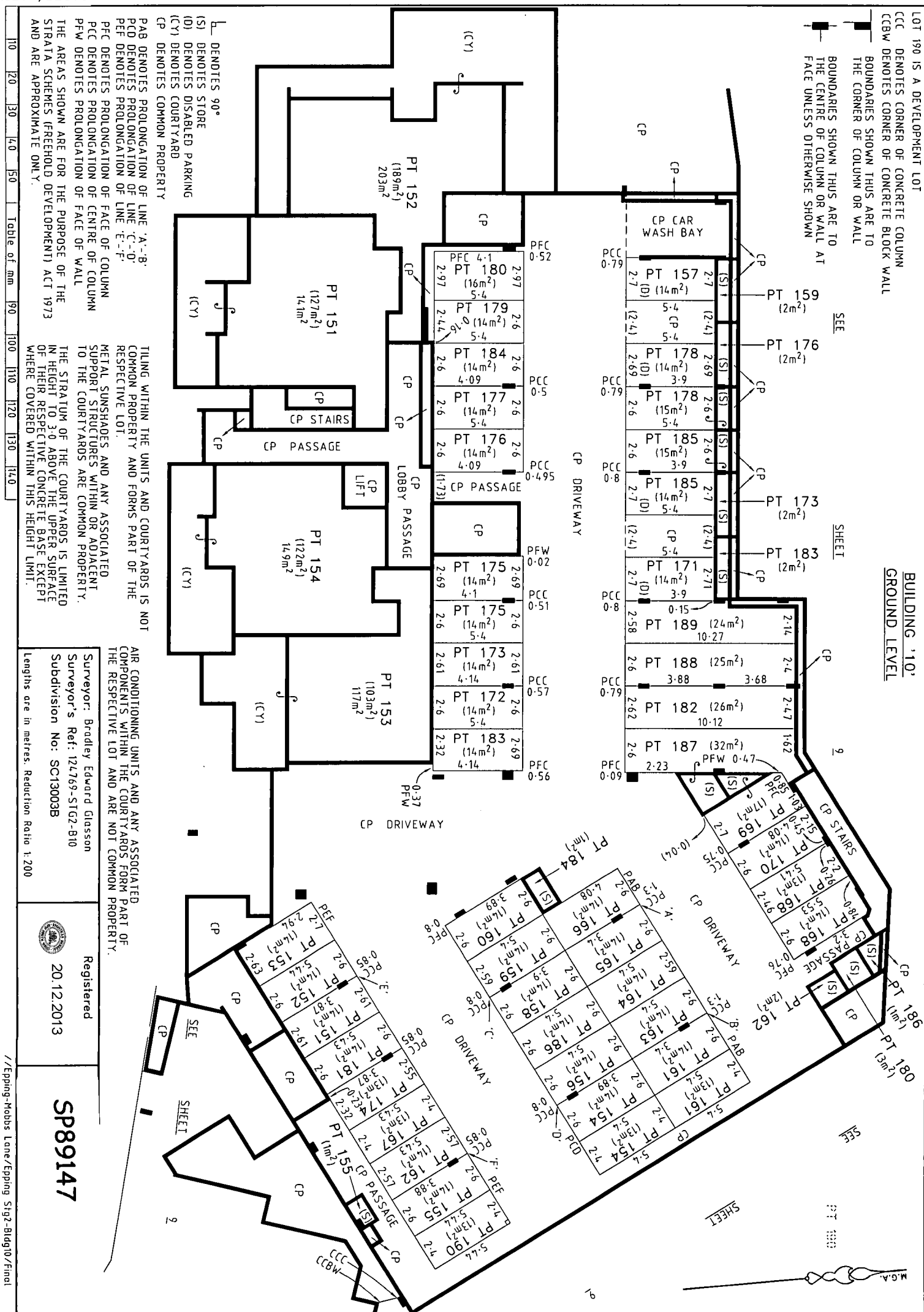
SP89147

Lengths are in metres. Reduction Ratio 1:800

//Epping-Mobbs Lane/Epping Stg2-Bldg10/Final

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL A FACE UNLESS OTHERWISE SHOWN

BUILDING '10'
GROUND LEVEL



//Epping-Mobbs Lane/Epping Stg2-Bldg10/Fina

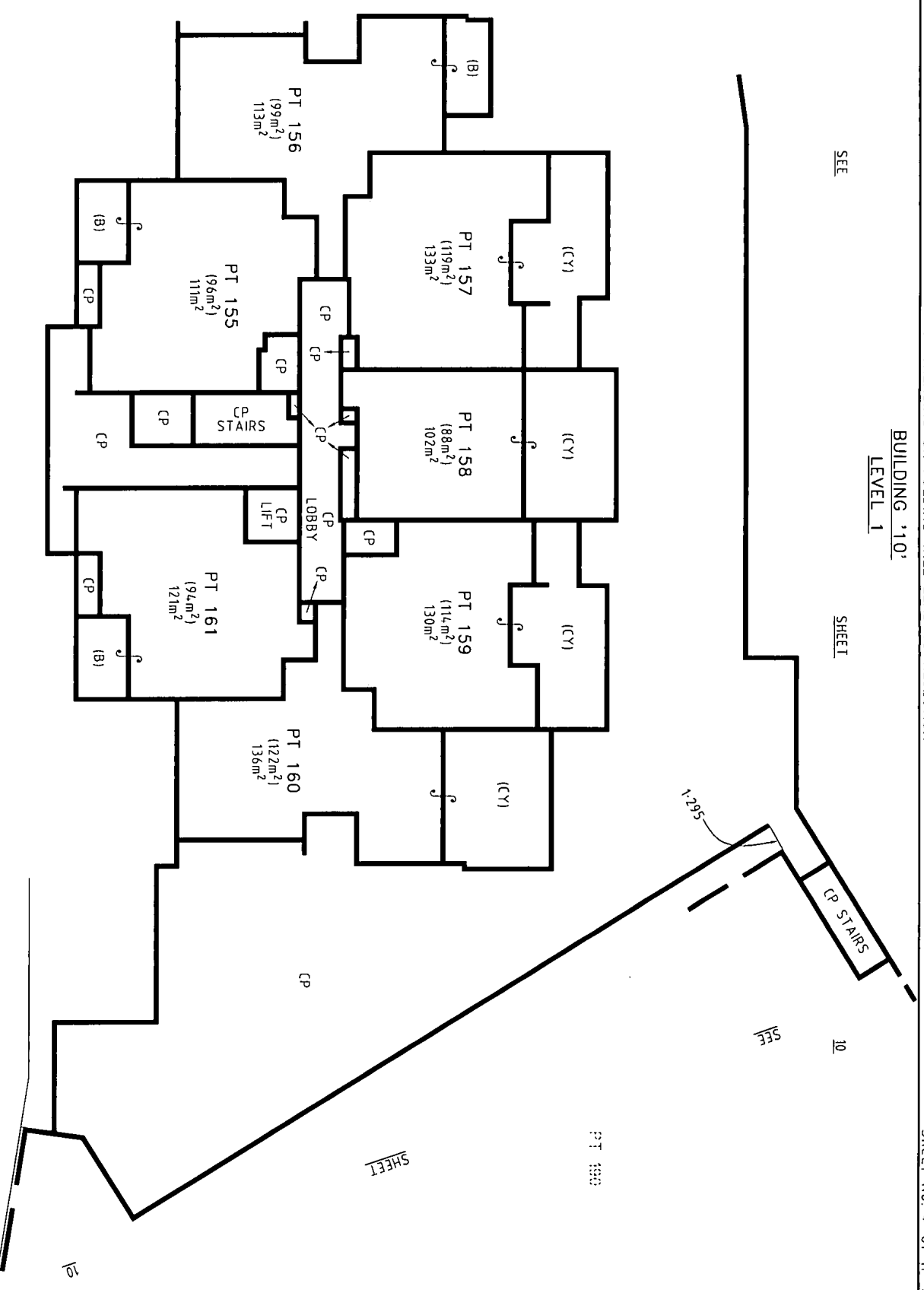
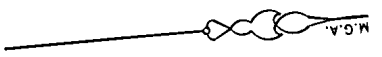
SP89147

BUILDING '10'
LEVEL 1

SEE

SHEET

10
SEE



(B) DENOTES BALCONY (COVERED)
(CY) DENOTES COURTYARD
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3.0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3.0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

TILING WITHIN THE UNITS, COURTYARDS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

METAL SUNSHADES AND ANY ASSOCIATED SUPPORT STRUCTURES WITHIN OR ADJACENT TO THE COURTYARDS ARE COMMON PROPERTY.

AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124,769-STG2-810
Subdivision No: SC13003B

Lengths are in metres. Reduction Ratio 1:200

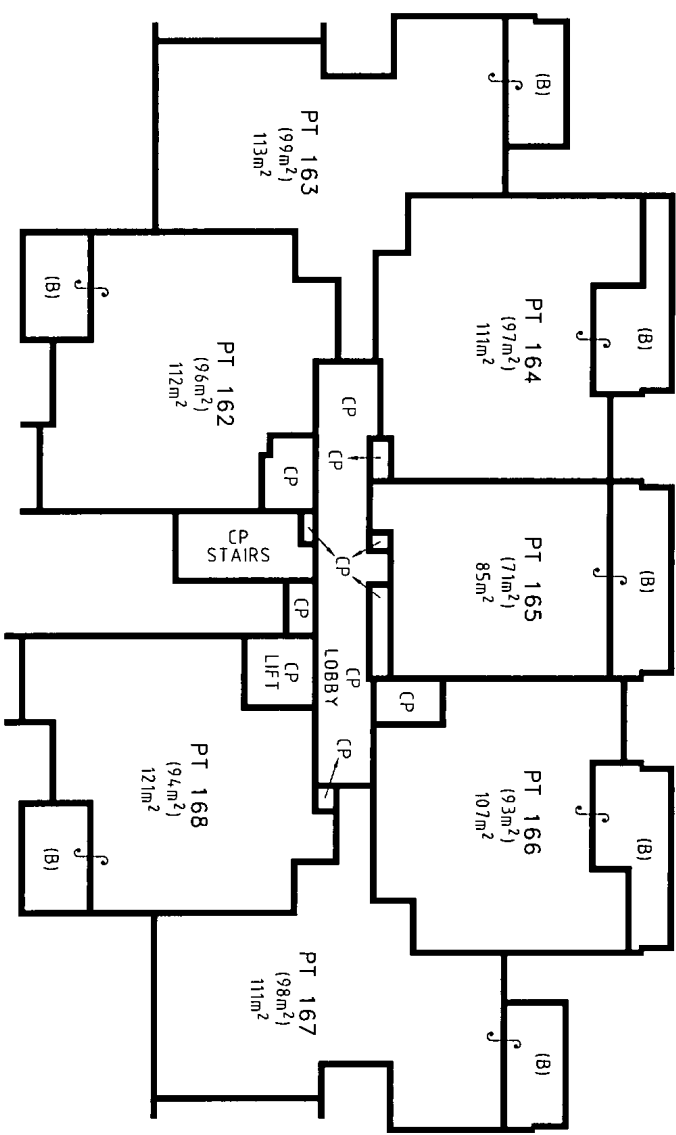


Registered
20.12.2013

SP89147

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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BUILDING '10'
LEVEL 2



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

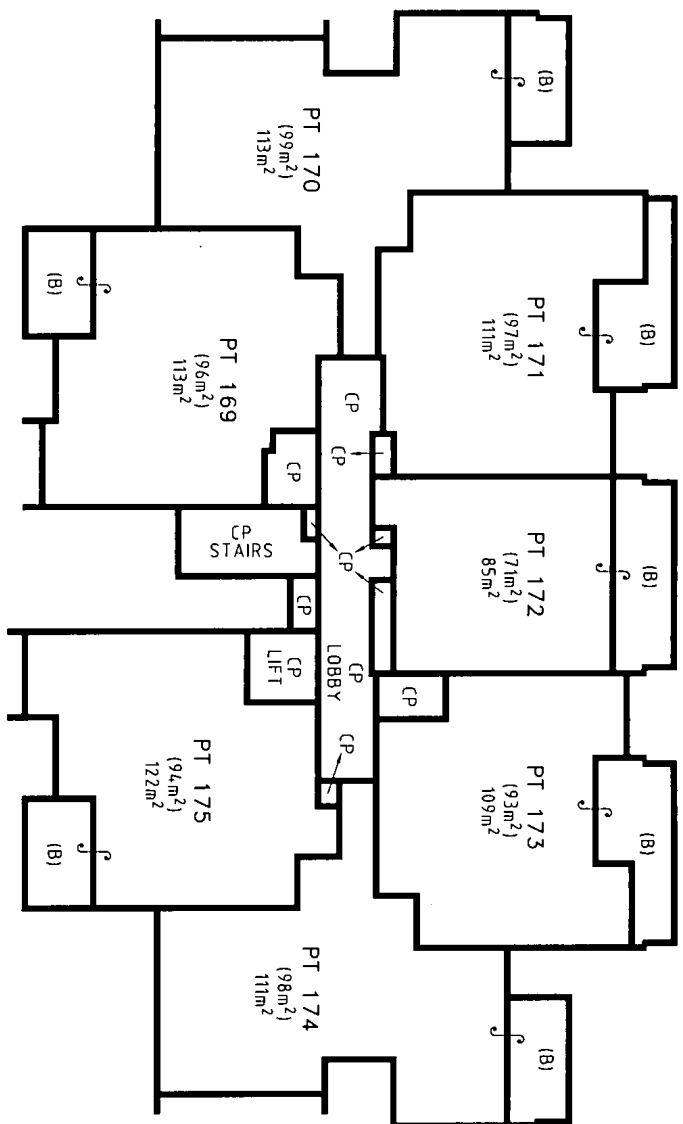
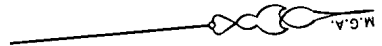
Surveyor: Bradley Edward Glasston
Surveyor's Ref: 124,769-STG2-B10
Subdivision No: SC13003B
Lengths are in metres. Reduction Ratio 1:200

Registered
20.12.2013

SP89147

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

BUILDING '10'
LEVEL 3



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

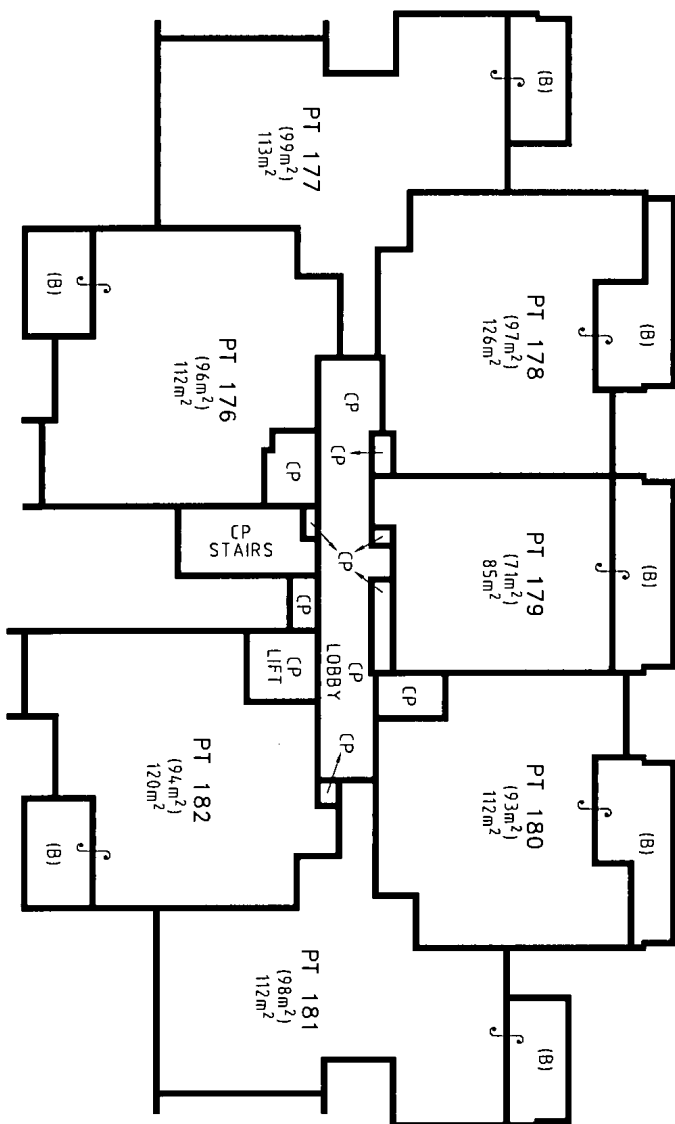
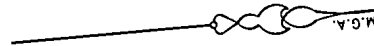
10	20	30	40	50	Table of mm	90	100	110	120	130	140
----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----

Surveyor: Bradley Edward Glasston
Surveyor's Ref: 124769-STG2-B10
Subdivision No: SC13003B
Lengths are in metres. Reduction Ratio 1:200

Registered
20.12.2013

SP89147

BUILDING '10'
LEVEL 4



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

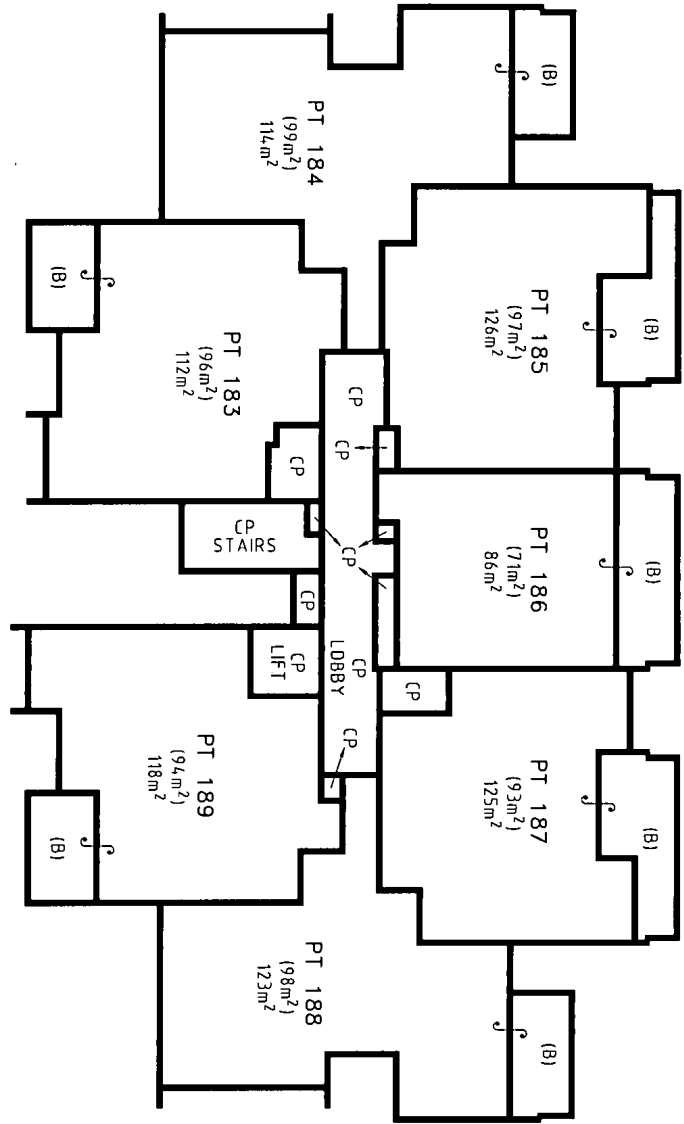
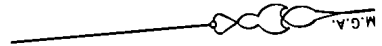
TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

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

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124769-STG2-B10
Subdivision No: SC13003B

Registered
20.12.2013

SP89147



(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

METAL SUNSHADES AND ANY ASSOCIATED SUPPORT STRUCTURES WITHIN OR ADJACENT TO THE BALCONIES ARE COMMON PROPERTY.
TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.
THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3.0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124,769-STG2-B10
Subdivision No: SC13003B
Lengths are in metres. Reduction Ratio 1:200

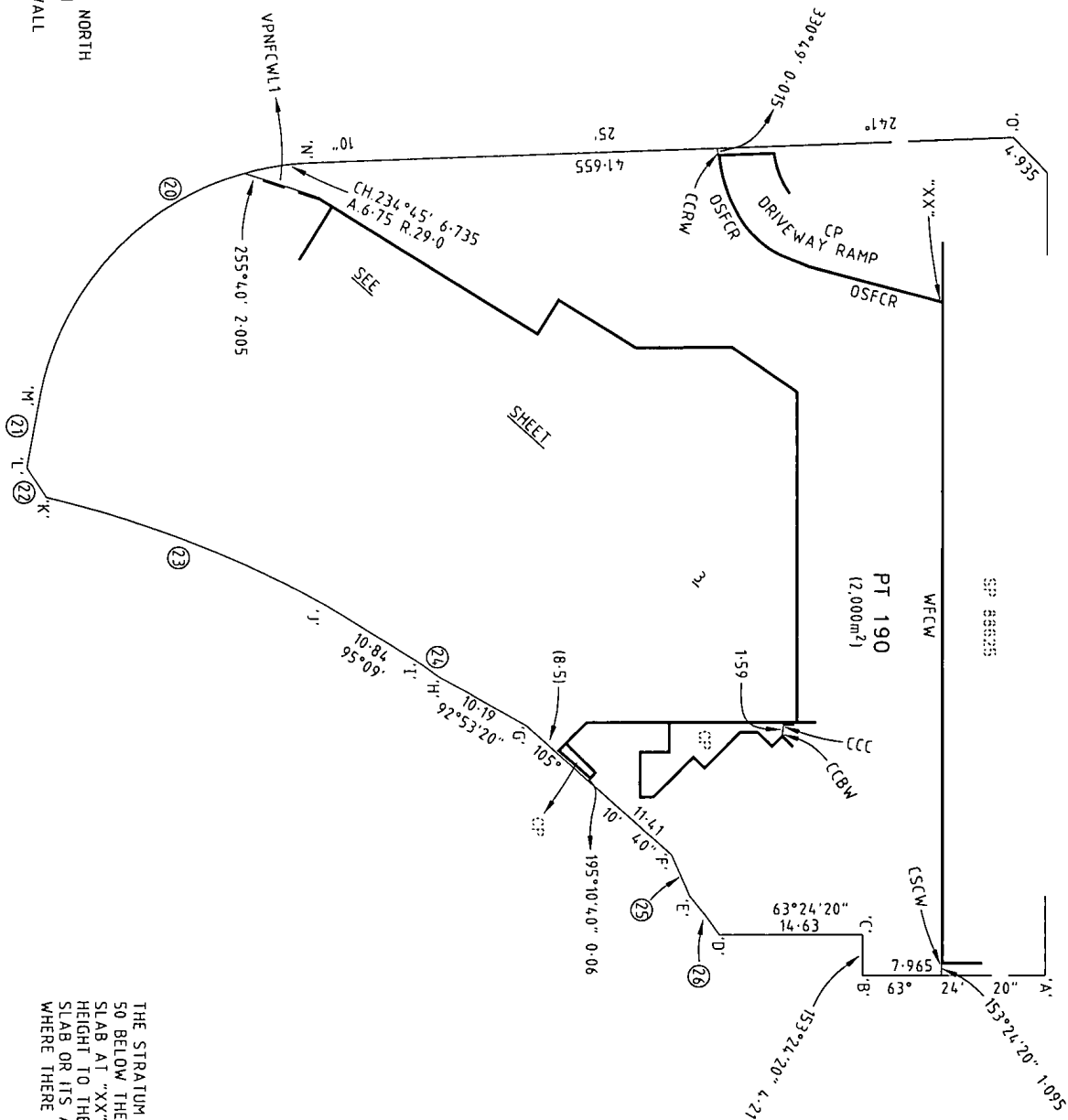


Registered
20.12.2013

SP89147

DEVELOPMENT LOT
GROUND LEVEL
(NORTH EASTERN PRECINCT)

SCHEDULE OF SHORT & CURVED BOUNDARIES				
LINE	BEARING	DISTANCE	ARC	RADIUS
20	CH 22°40'15"	36.305	39.225	29.0
21	34.3°55'20"	7.49		
22	120°07'	3.61		
23	CH 84°40'35"	30.55	30.645	113.5
24	98°40'	3.08		
25	130°00'30"	4.71		
26	CH 116°01'30"	5.00	5.005	43.5



BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

VPNFCWL1 DENOTES VERTICAL PROLONGATION OF NORTH FACE OF CONCRETE WALL AT LEVEL 1

CCBW DENOTES CORNER OF CONCRETE BLOCK WALL

CCC DENOTES CORNER OF CONCRETE COLUMN

CSCW DENOTES CORNER OF STONE CLAD WALL

CCRW DENOTES CORNER OF CONCRETE RAMP WALL

WFCW DENOTES WESTERN FACE OF CONCRETE WALL

OSFCR DENOTES OUTSIDE FACE OF CONCRETE RAMP

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

LOT 190 IS A DEVELOPMENT LOT

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124769-STG2-B10
Subdivision No: SC13003B
Lengths are in metres. Reduction Ratio 1:500



Registered
20.12.2013

SP89147

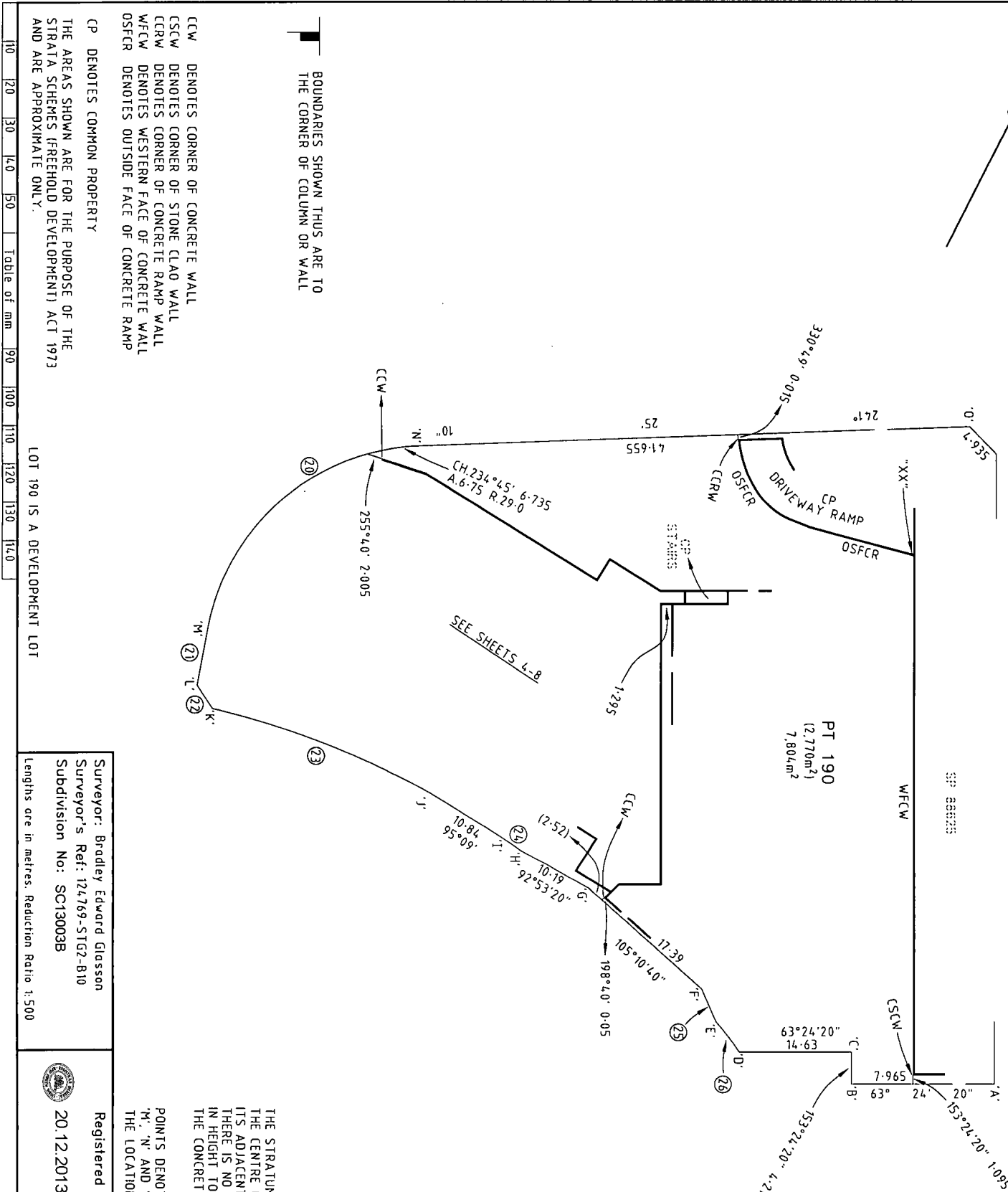
THE STRATUM OF PT 190 IS LIMITED IN DEPTH TO 50 BELOW THE UPPER SURFACE OF THE CONCRETE SLAB AT "XX" ON THIS SHEET AND IS LIMITED IN HEIGHT TO THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N' AND 'O' ARE CONCURRENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE PARCEL BOUNDARIES.

DEVELOPMENT LOT
LEVEL 1 & ABOVE
(NORTH EASTERN PRECINCT)

SCHEDULE OF SHORT & CURVED BOUNDARIES

LINE	BEARING	DISTANCE	ARC	RADIUS
20	CH 22°40'15"	36.305	39.225	29.0
21	34.3°55'20"	7.49		
22	120°07'	3.61		
23	CH 84°40'35"	30.55	30.645	113.5
24	98°40'	3.08		
25	130°00'30"	4.71		
26	CH 116°01'30"	5.00	5.005	43.5



THE STRATUM OF PT 190 IS LIMITED IN DEPTH TO THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB AND IS LIMITED IN HEIGHT TO 100 ABOVE THE UPPER SURFACE OF THE CONCRETE SLAB AT "XX" ON THIS SHEET.

POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N' AND 'O' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE PARCEL BOUNDARIES.

CCW DENOTES CORNER OF CONCRETE WALL
CSCW DENOTES CORNER OF STONE CLAD WALL
CCRW DENOTES CORNER OF CONCRETE RAMP WALL
WFCW DENOTES WESTERN FACE OF CONCRETE WALL
OSFCR DENOTES OUTSIDE FACE OF CONCRETE RAMP

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

LOT 190 IS A DEVELOPMENT LOT

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124769-STG2-B10
Subdivision No: SC13003B

Lengths are in metres. Reduction Ratio 1:500



Registered
20.12.2013

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SIRATA PLAN FORM 3 (Part 1) (2012) WARNING: Creasing or folding will lead to rejection

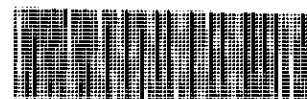
STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  20.12.2013
 Purpose: STRATA PLAN



SP89147 S

PLAN OF
 SUBDIVISION OF LOT 150 SP88935

LGA: PARRAMATTA
 Locality: EPPING
 Parish: FIELD OF MARS
 County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) ~~The Council of~~
 *The Accredited Certifier Saeid Askarian
 Accreditation Number BPB 0014
 has made the required inspections and is satisfied that the requirements of:

* (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,

* (b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2012,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

*(2) The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

*(4) ~~The building encroaches on a public place and,~~

*(a) ~~The Council does not object to the encroachment of the building beyond the alignment of~~

*(b) ~~The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment~~

*(5) ~~This approval is given on the condition that lot(s) are created as utility lots in accordance with section 59 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~

Date: 10/12/2013

Subdivision No. SC 13003B

Relevant Development Consent No. 77481-COC.08

Issued by: Patrick G. Mc Namara

Signature: ML

Authorised Person/General Manager/Accredited Certifier

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners - Strata Plan No 89147

The adopted by-laws for the scheme are:

* ~~A~~ Model By-laws.

* ~~together with, keeping of animals. Option *A/*B/*C~~

* By-laws in sheets filed with plan.

* ~~strike through if inapplicable~~

* ~~Insert the type to be adopted (Schedule 2-7 Strata Schemes Management Regulation 2010)~~

Surveyor's Certificate (Approved Form 3)

I, Bradley Edward Glasson

of JBW Surveyors Pty Ltd

ACN 001 149 373

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

(1) Each applicable requirement of

* ~~Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met~~

* ~~Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;~~

(2) ~~*(a) the building encroaches on a public place,~~

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

(3) *the survey information recorded in the accompanying location plan is accurate.

Signature: BEG

Date: 19TH NOVEMBER 2013

* Strike through if inapplicable.

^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

Signatures, Seals and Section 88b Statements should appear on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE: 124753-STG2-B10

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  20.12.2013

Office Use Only

Use Only

SP89147

PLAN OF
SUBDIVISION OF LOT 150 SP88935

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

- A Schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals-see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: SC 13003B

Date of Endorsement: 10/12/2013

SCHEDULE OF UNIT ENTITLEMENTS

BUILDING '10'

LOT	U.E.
151	44
152	45
153	38
154	45
155	42
156	43
157	43
158	37
159	43
160	44
161	43
162	42
163	43
164	42
165	36
166	42
167	43
168	43
169	43
170	43
171	43
172	37
173	43
174	43
175	43
176	43
177	44
178	43
179	37
180	43
181	44
182	44
183	43
184	44
185	44
186	37
187	44
188	45
189	44

DEVELOPMENT LOT

LOT	U.E.
190	1,796

AGGREGATE 3,448

Warning Statement regarding the initial Schedule of Unit Entitlement

The Schedule of unit entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with section 28QAA Strata Schemes (Freehold Development) Act 1973.

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124753-STG2-B10

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only

Registered: 20.12.2013



SP89147

PLAN OF
SUBDIVISION OF LOT 150 SP88935

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

- A Schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals-see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: *SC 13003B*

Date of Endorsement: *10/12/2013*


DIRECTOR
Peter Spira


SECRETARY
ROBYN McCULLY



If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124753-STG2-B10

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only		Office Use Only	
Registered:  20.12.2013		SP89147	
PLAN OF SUBDIVISION OF LOT 150 SP88935			
Subdivision Certificate No: <i>SC 13.00.3B</i> Date of Endorsement: <i>10/12/2013</i>		This sheet is for the provision of the following information as required: • A Schedule of Unit Entitlements • 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.	

References to door numbers have not been investigated in the Department of Lands and do not form part of the plan for the purpose of the Strata Schemes (Freehold Development) Act 1973

BUILDING '10'

LOT	DOOR
151	G01
152	G02
153	G03
154	G04
155	101
156	102
157	103
158	104
159	105
160	106
161	107
162	201
163	202
164	203
165	204
166	205
167	206
168	207
169	301
170	302
171	303
172	304
173	305
174	306
175	307
176	401
177	402
178	403
179	404
180	405
181	406
182	407
183	501
184	502
185	503
186	504
187	505
188	506
189	507

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124753-STG2-B10



By-laws

SP88625 D

Epping Strata (Stage 2)
7.8.13

BY-LAWS

THE PROPRIETORS - STRATA PLAN NO.

The following are the by-laws that the vendor may register pursuant to section 41(2) with the Registrar General upon registration of the Strata Plan. In this annexure, all references to sections are reference to sections of the Strata Schemes Management Act 1996.

1. NOISE

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

2. VEHICLES

- 2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or in a visitor carparking space except with the written approval of the Owners Corporation.
- 2.2 An owner or occupier of a lot must ensure that their invitees complies with by-law 2.1
- 2.3 An owner or occupier of a lot must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan.
- 2.4 The Owners Corporation shall have the following powers and authorities, in addition to those conferred upon it by the Strata Schemes Management Act 1996 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.

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.

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By-laws

- 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 Despite section 62, 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.

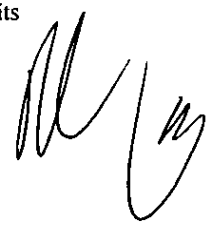
11. WINDOWS AND DOORS

- 11.1 An owner or occupier of a lot must keep clean and maintain all windows (including glass) and all doors on the boundary of the lot, including so much as is common property.
- 11.2 An owner of a lot must in accordance with the National Construction Code install on all windows above 2m from the external ground level a fixed or lockable device enabling the window to be locked with an opening of 125mm or less and have security or design features preventing a child from unlocking it; or in the alternative
- 11.3 An owner of a lot must install on all windows above 2m from the external ground level a screen of sufficient strength to prevent falls (basic flyscreens do not meet this standard but reinforced screens do).

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By-laws

- 11.4 An owner must maintain and replace as required the windows or screens in compliance with 11.2 and 11.3.
- 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 any thing 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



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By-laws

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.

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 Management Act 1996 as amended and these by-laws, shall have the power and duty to:

- (a) replace the enclosure of the lifts every 8 years,
- (b) paint the outside of the building on at least one occasion in every period of 7 years,
- (c) replace the carpet in the common property of the building every 7 years,
- (d) repaint the inside of the building every 5 years,
- (e) replace all fittings in the common property of the building every 5 years,
- (f) repaint and refurbish the pool and pool areas every 4 years,
- (g) replace the carpet in the lifts every 3 years and,
- (h) reseal the concrete driveways every 3 years, and
- (i) overhaul and repair all gymnasium equipment every 2 years,
- (j) clean all windows and window frames every 6 months,



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By-laws

- (k) maintain and replace parts of the common property in accordance with the Strata Schemes Management Act 1996 as required.

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.

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.

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



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By-laws

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.

28.2 The Owners Corporation may engage the same caretaker as the caretaker appointed by the Community Association for the control, management and administration of the Community Property and the provisions of services to the Community Association.

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,



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- (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:

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- (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 on site 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 caretaker shall have the following rights in respect of the common property storeroom as indicated on the strata plan (the "Storeroom") for a period of 10 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 The caretaker is responsible for the maintenance and upkeep of the Storeroom.

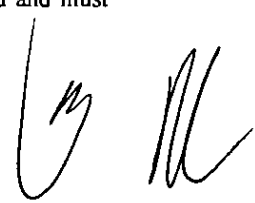
31. ACCESS KEY

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

31.2 An owner or occupier of a lot must:

- (a) take all reasonable steps not to lose access keys,
- (b) return all access keys to the Owners Corporation if they are not needed or if any occupier of a lot vacates the building,
- (c) notify the strata manager immediately if an access key is lost.

31.3 An owner of a lot that leases or licenses their lot must notify the Owners Corporation in writing of the name or names of the occupiers of the lot to whom an access key has been issued and must



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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 keeping with the rest of the building.

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

- (a) properly maintain the soil and plants in the planter boxes, and
- (b) when watering the plants or planter box, make sure that no water enters common property or another lot.

33. ENCLOSED BALCONIES

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

34. BUILDING SAFETY

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

35. COMMERCIAL 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.

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:

Two handwritten signatures in black ink, one appearing to be 'LG' and the other a more stylized signature.

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- (a) commence;
- (b) cross claim or counter claim in; or
- (c) appeal

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; and
 - (f) essential services.
- in the building.
- 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 the original Builder and original 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
 - (b) 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.



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- 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.

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. SWITCH ROOM

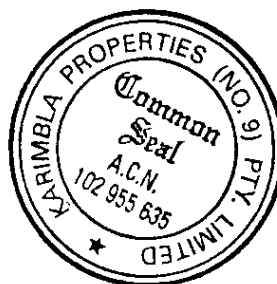
- 44.1 The Owners Corporation acknowledges the obligation to contribute towards the costs of repair, maintenance and capital replacement of the switch room and associated plant and equipment which is located adjacent to the future building 9 which is within the Strata Scheme.


SECRETARY

KYLIE MCGOVERN


DIRECTOR

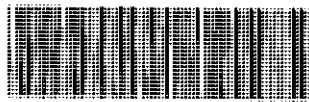
Peter Spira



REGISTERED



30.8.2013



SP88625 C

STRATA DEVELOPMENT CONTRACT - Strata Plan No. ...

WARNING

This contract contains details of a strata scheme, which is proposed to be developed in up to 7 stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The schedule of unit entitlement may, on completion of the development, be revised in accordance with section 28QAA of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the Owners Corporation, or of the Executive Committee, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

The strata scheme might be part of a larger development that also includes non-strata land. If this is the case then this will be disclosed at Item 2. In these types of development a document known as a 'Strata Management Statement' will govern the relationship between the strata and the non-strata parts of the development, and you should consider that document in deciding whether to acquire an interest in the strata scheme.

DESCRIPTION OF DEVELOPMENT

1. DESCRIPTION OF LAND

Lot 10 in Deposited Plan No. 270729.

2. DESCRIPTION OF ANY NON-STRATA LAND THAT IS TO BE DEVELOPED ALONG WITH THE STRATA SCHEME

Not applicable.

3. DESCRIPTION OF ANY LAND PROPOSED TO BE ADDED TO THE SCHEME

Not applicable.

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4. DESCRIPTION OF DEVELOPMENT LOT OR LOTS

Lot 77 (and possible future development lot/s).

5. COVENANTS IMPLIED IN STRATA DEVELOPMENT CONTRACTS BY THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(i) Warranted Development

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as **"warranted development** - proposed development subject to a warranty" in the strata development contract; and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

(ii) Permission to carry out warranted development and authorised proposals

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any); and
- such other development as is described and identified as **"authorised proposals** - proposed development **not** subject to a warranty" in the contract.

(iii) Owners Corporation expenses

The developer agrees with the Owners Corporation that the developer will pay the reasonable expenses incurred by the Owners Corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear; and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development; and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision.
- for any amounts due under any strata management statement that are connected with the carrying out of the permitted development.

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(iv) Standard of development

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths; and
- heights of buildings, other structures and works and the density of development,

in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

(v) Unauthorised use of the parcel

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract; or
- to such other extent as may be specified in the contract.

(vi) Restoration of common property

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

(vii) Restoration of development lot

The developer agrees with the other parties to make good, as soon as is practicable, any damage to a development lot arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "**damage**" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

(viii) Additional covenants for vertical staged development

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agrees with the other parties:

- to minimise any disruption caused to other occupiers of the parcel by the carrying out of permitted development or otherwise; and

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Sheet 4 of 21 Sheets

- to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support; and
- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes Management Act 1996 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

6. WARRANTED DEVELOPMENT - proposed development subject to a warranty.

Not applicable.

7. AUTHORISED PROPOSALS (Stage 2 – Lot 77, and possible future stages) - proposed development not subject to a warranty.

Development that the developer is permitted to carry out, but not compelled to carry out.

(i) Description of development

Up to 4 buildings (Buildings 9,10,17 and a building containing a retail shop, a managers facility and a pool) of up to 7 levels containing up to 152 residential units, 1 shop and 1 managers facility with associated basement carparking and storage – OR,

Any combination of the above in any order with the creation of up to 5 additional development lots as necessary.

(ii) Common property amenities

Access driveways, stairs, corridors, pathways, lifts, plantrooms, landscaped areas, garbage collection and storage facilities, a swimming pool, a communal tennis court and visitor parking.

(iii) Schedule of commencement and completion

Not applicable.

(iv) Schedule of lots

Up to 154 lots.

(v) Working hours

As advised by the consent authority.

(vi) Arrangements for entry, exit, movement and parking of vehicles to, from and on the parcel during development and permitted uses of common property and development lots during development

No interference with Common Property as created by Stage 1.

Construction zones wholly maintained within the Development Lot.

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(vii) Landscaping

In accordance with landscape plans approved by the Certifying Authority.

(viii) Schedule of materials and finishes

External walls of brick and concrete.

(ix) Vertical staging

Parts of development Lot 77, or the future development lots, could be situated above and below preceding stages in the scheme. The developer holds a Construction Insurance Policy with Lumley (Westfarmers) General Insurance Ltd (Policy No. SYEN-01695908) and a Combined Public & Products Liability with Zurich Australia (Policy No. 78-4012884-LIA).

(x) Contribution to common property expenses

The developer is not liable for any Common Property expenses.

(xi) Proposed by-laws, management agreements, covenants, easements or dedications

By-Laws as required.

Restrictions, Easements, Positive Covenants or other rights as required by Consent Authorities, Government Departments, Service Authorities or other parties.

Creation of management agreement .

8. DATE OF CONCLUSION OF DEVELOPMENT SCHEME

1st July 2023.

9. CONCEPT PLAN

See Sheets 7 – 21.

SP88625

SIGNATURES, CONSENTS, APPROVALS



Signature/seal of developer:.....

Peter Spira
Director

Robyn McCully
Company Secretary .

Signature/seal of each registered mortgagee, chargee, covenant chargee and lessee of the development lot:

Signature/seal of each registered mortgagee and chargee, of a lease of the development lot:

CERTIFICATE OF APPROVAL

It is certified:

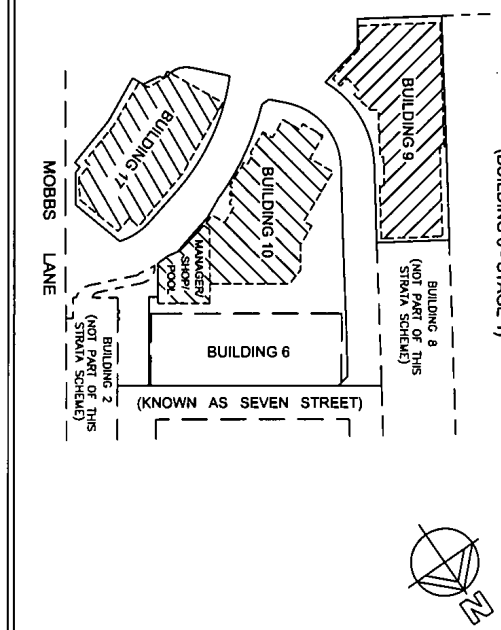
- (a) that the consent authority has consented to the development described in Development Application No.1-0048..... and
- (b) the carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:
 - (i) any condition subject to which the consent was granted; or
 - (ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent:

Date:5th August 2013.....

Execution of consent authority:

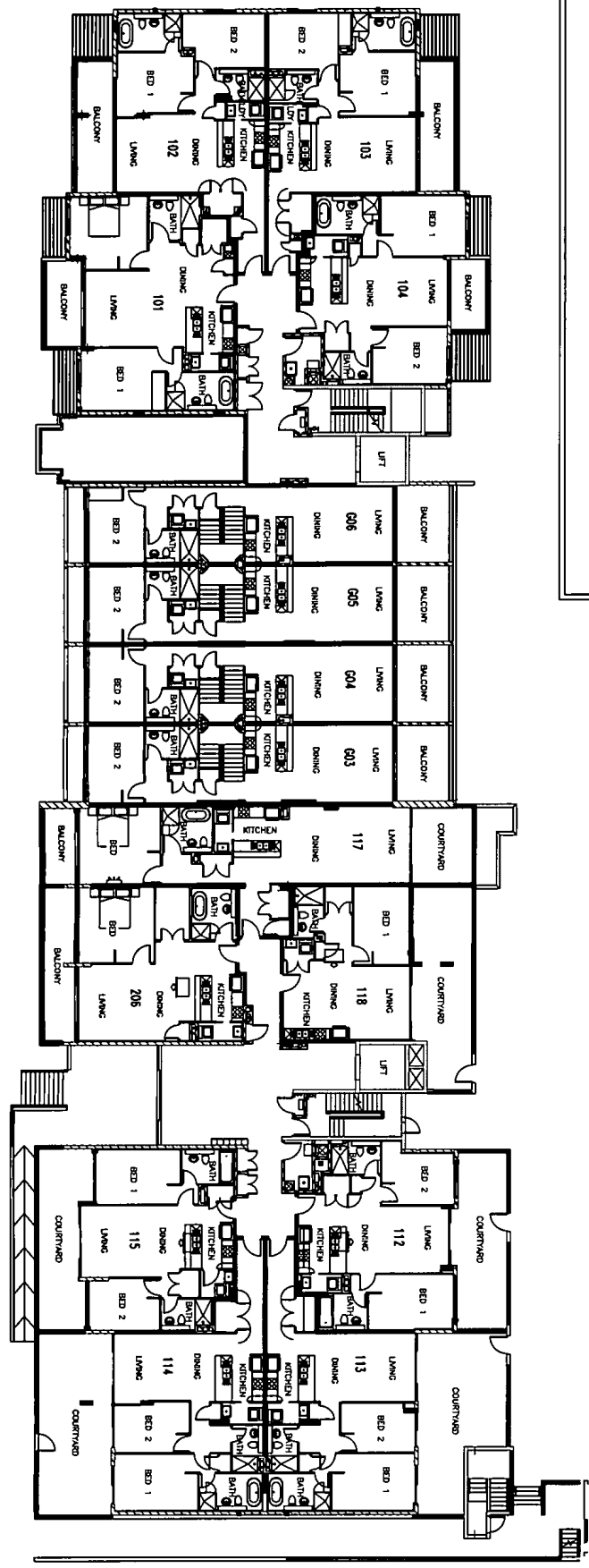
Heather Klarton
Director Industry, Social Projects & Key Sites,
NSW Department of Planning and Infrastructure

GENERAL LAYOUT OF BUILDINGS 9, 10, 17 AND
THE SHOP/MANAGERS/POOL BUILDING
(BUILDING 6 - STAGE 1)



LEVEL 1

BUILDING 9



Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 10 DP270729
No. 12 Epping Park Drive
EPPING 2121

Sheet No. 7 of 21 Sheets
Strata Plan No. **SP88625**
Consented to
Application No.
Registered Date
30.8.2013

Strata Development Contract
CONCEPT PLAN
Plan of Development
SUBDIVISION OF LOT 10 DP270729
No. 12 Epping Park Drive
EPPING 2121

Strata Plan No. **SP88625**

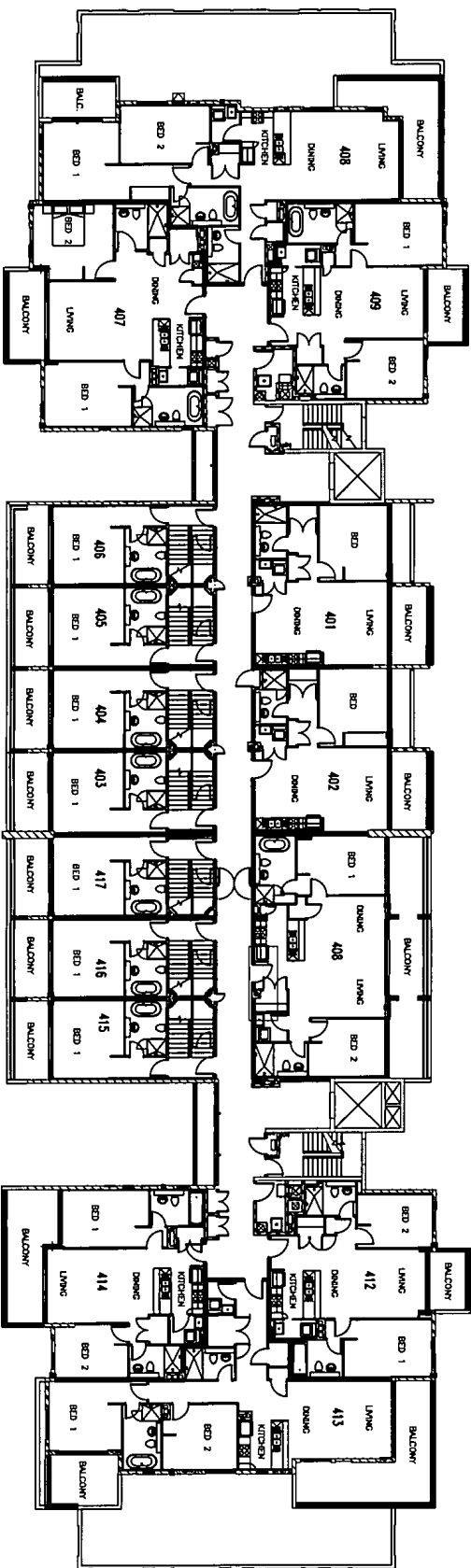
Consented to
Application No.

Registered Date
30.8.2013



LEVEL 4

BUILDING 9



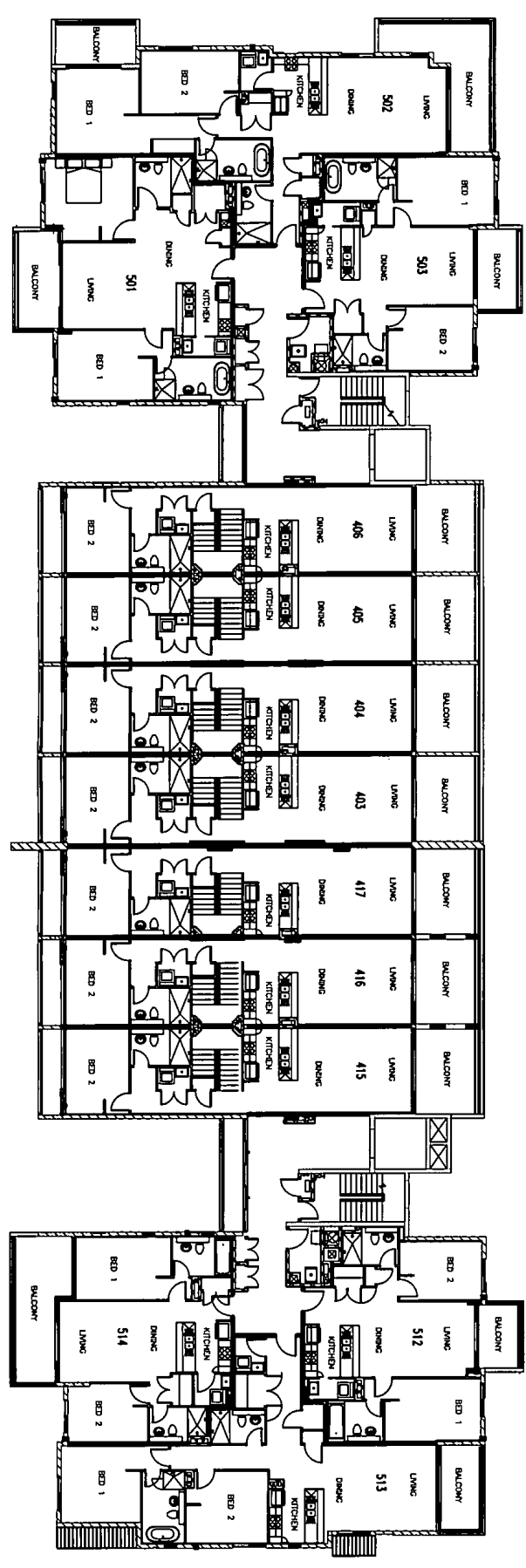
Strata Development Contract
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Plan Of Development
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No. 12 Epping Park Drive
EPPING 2121

Strata Plan No. **SP88625**
Consented to
Application No.
Registered Date 30.8.2013



LEVEL 5

BUILDING 9

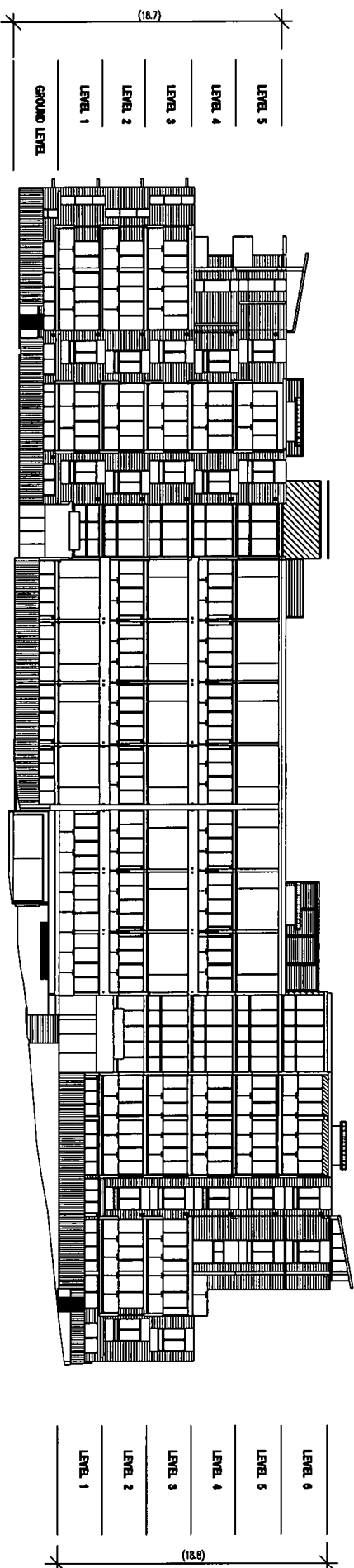


Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 10 DP270729
No. 12 Epping Park Drive
EPPING 2121

Sheet No. 10 of 21 Sheets
Strata Plan No. **SP88625**
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SOUTH ELEVATION
BUILDING 9



Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 10 DP270729
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EPPING 2121

Strata Plan No. **SP88625**

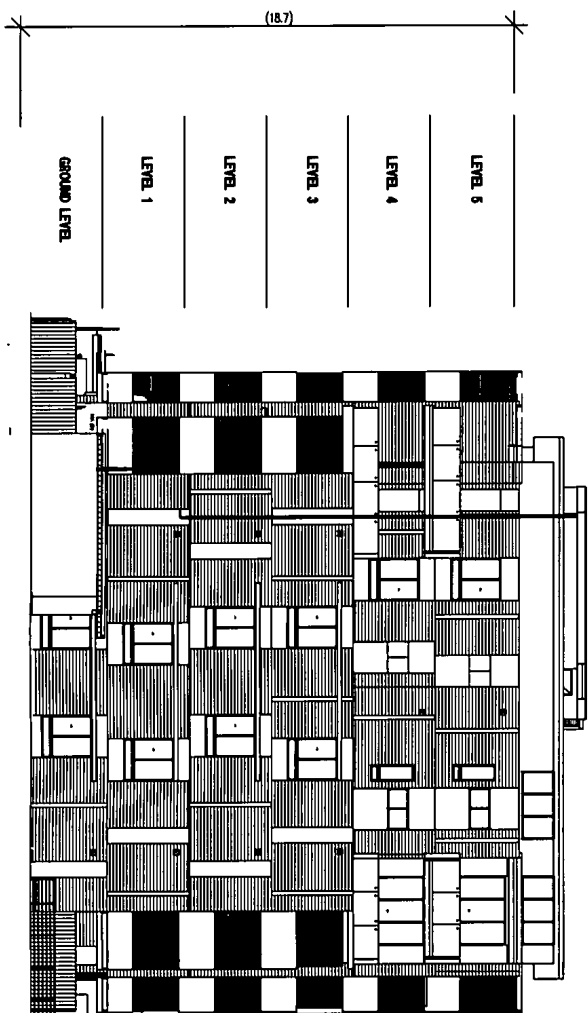
Consented to
Application No.

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WEST ELEVATION

BUILDING 9



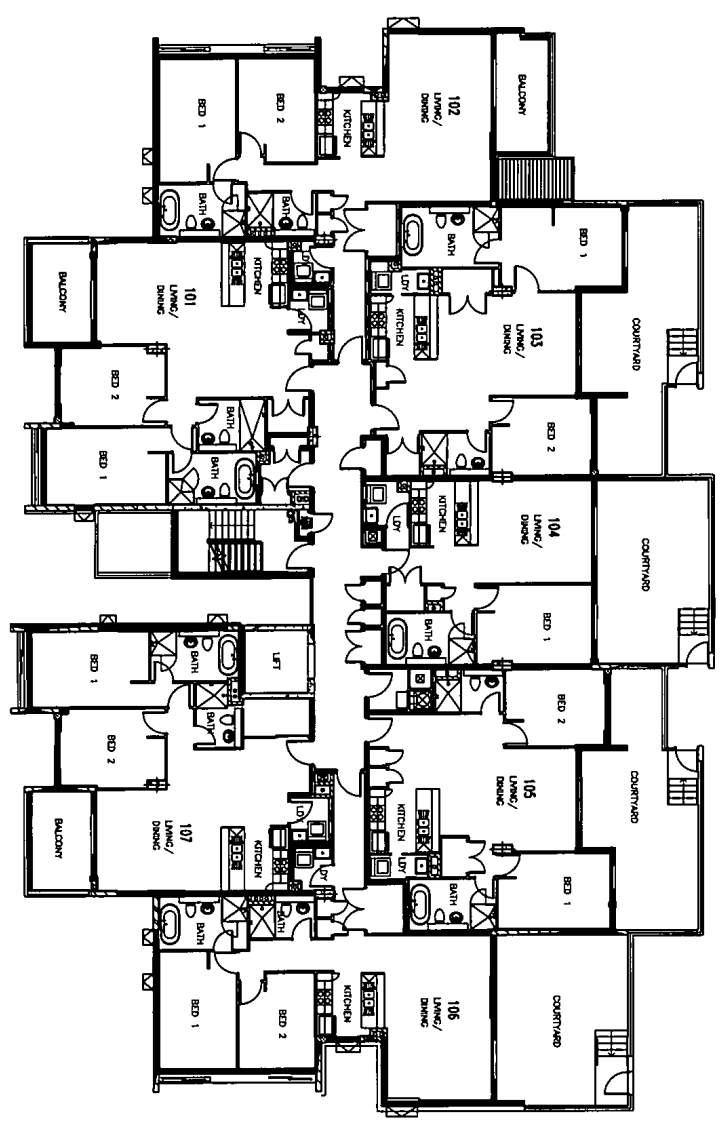
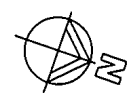
Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 10 DP270729
No. 12 Epping Park Drive
EPPING 2121

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Strata Plan No. **SP88625**
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30.8.2013



LEVEL 1

BUILDING 10



Strata Development Contract
 CONCEPT PLAN
 Plan Of Development
 SUBDIVISION OF LOT 10 DP270729
 No. 12 Epping Park Drive
 EPPING 2121

Sheet No. 13 of 21 Sheets
 Strata Plan No. **SP88625**

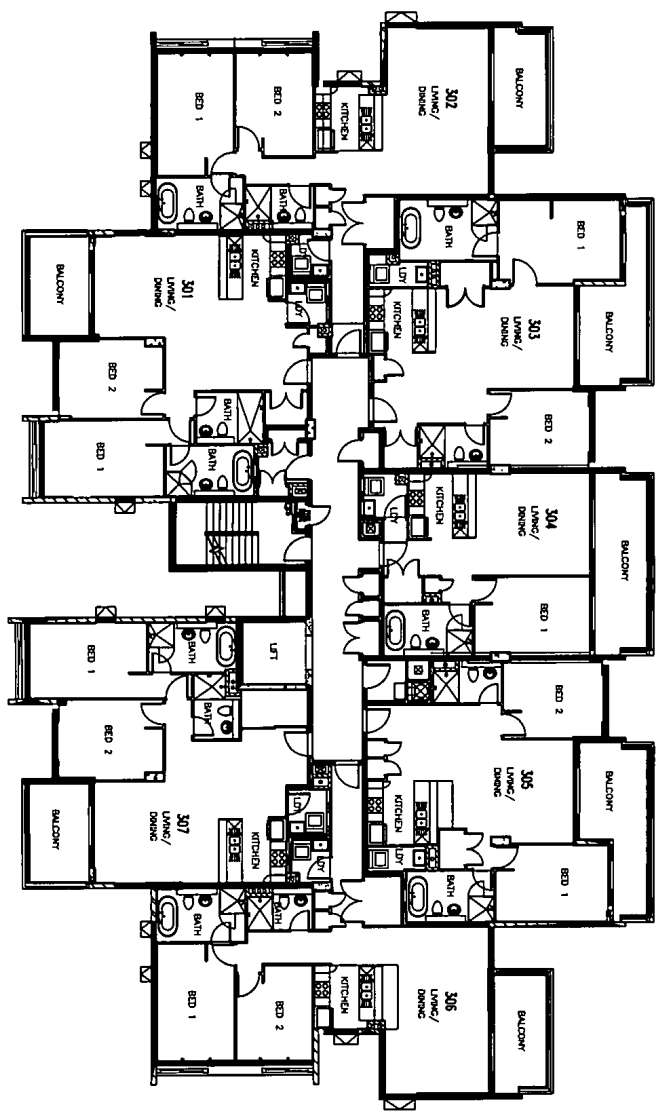
Consented to
 Application No.

Registered Date 30.8.2013



LEVEL 3

BUILDING 10

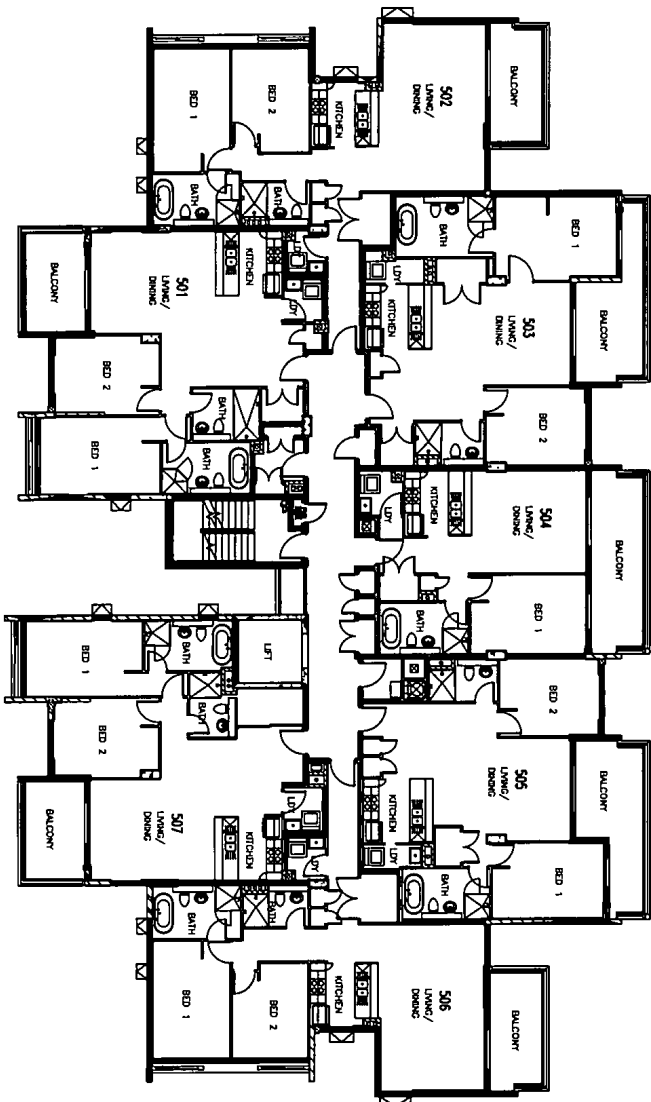


Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 10 DP270729
No. 12 Epping Park Drive
EPPING 2121

Sheet No. 14 of 21 Sheets
Strata Plan No. **SP88625**
Consented to
Application No.
Registered  30.8.2013

LEVEL 5

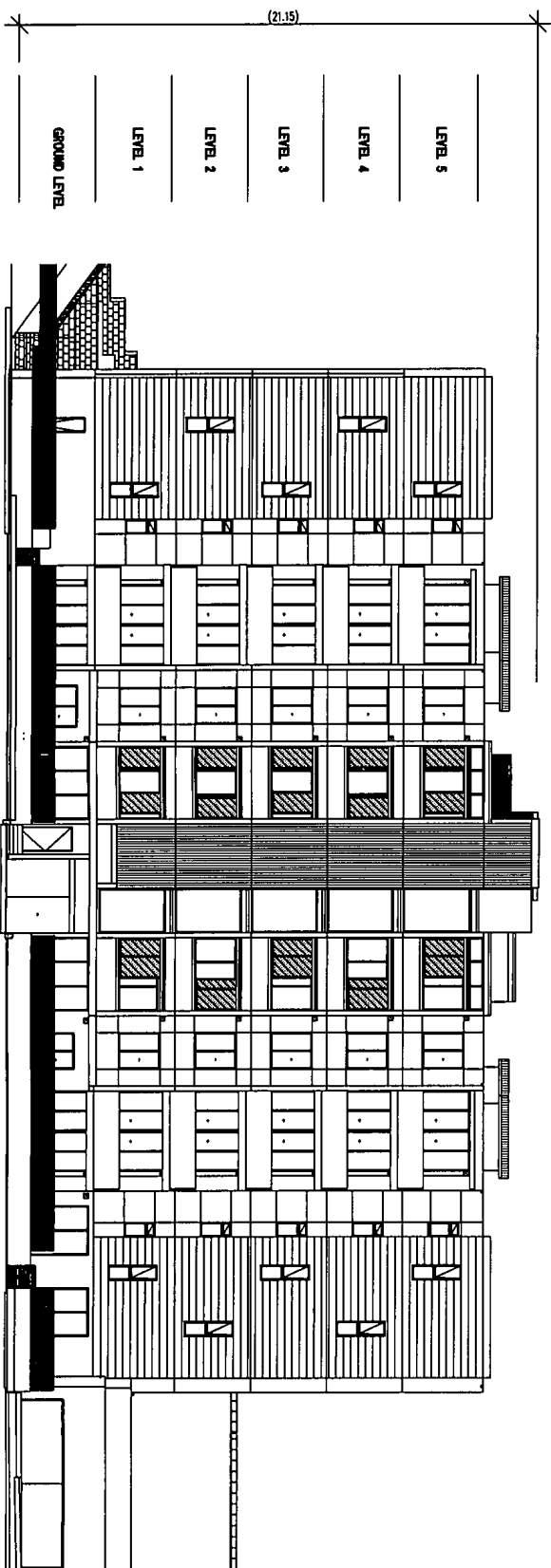
BUILDING 10



Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 10 DP270729
No. 12 Epping Park Drive
EPPING 2121

Sheet No. 15 of 21 Sheets
Strata Plan No. **SP88625**
Consented to
Application No.
Registered Date 30.8.2013

SOUTH ELEVATION
BUILDING 10

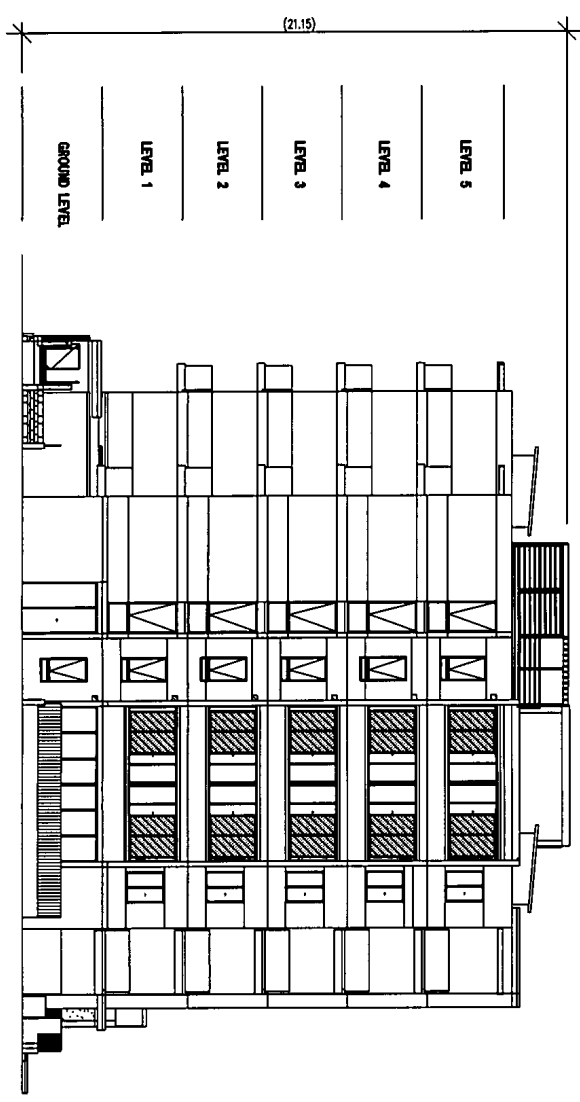


Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 10 DP270729
No. 12 Epping Park Drive
EPPING 2121

Sheet No. 16 of 21 Sheets
Strata Plan No. **SP88625**
Consented to
Application No.
Registered Date 30.8.2013



WEST ELEVATION
BUILDING 10



The plans and elevations for Building 17 will require modification in order to comply with the requirements of Condition A4 of the project approval for the construction of buildings 11 to 17 (MP11_0046).

Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 10 DP270729
No. 12 Epping Park Drive
EPPING 2121

Sheet No. 17 of 21 Sheets

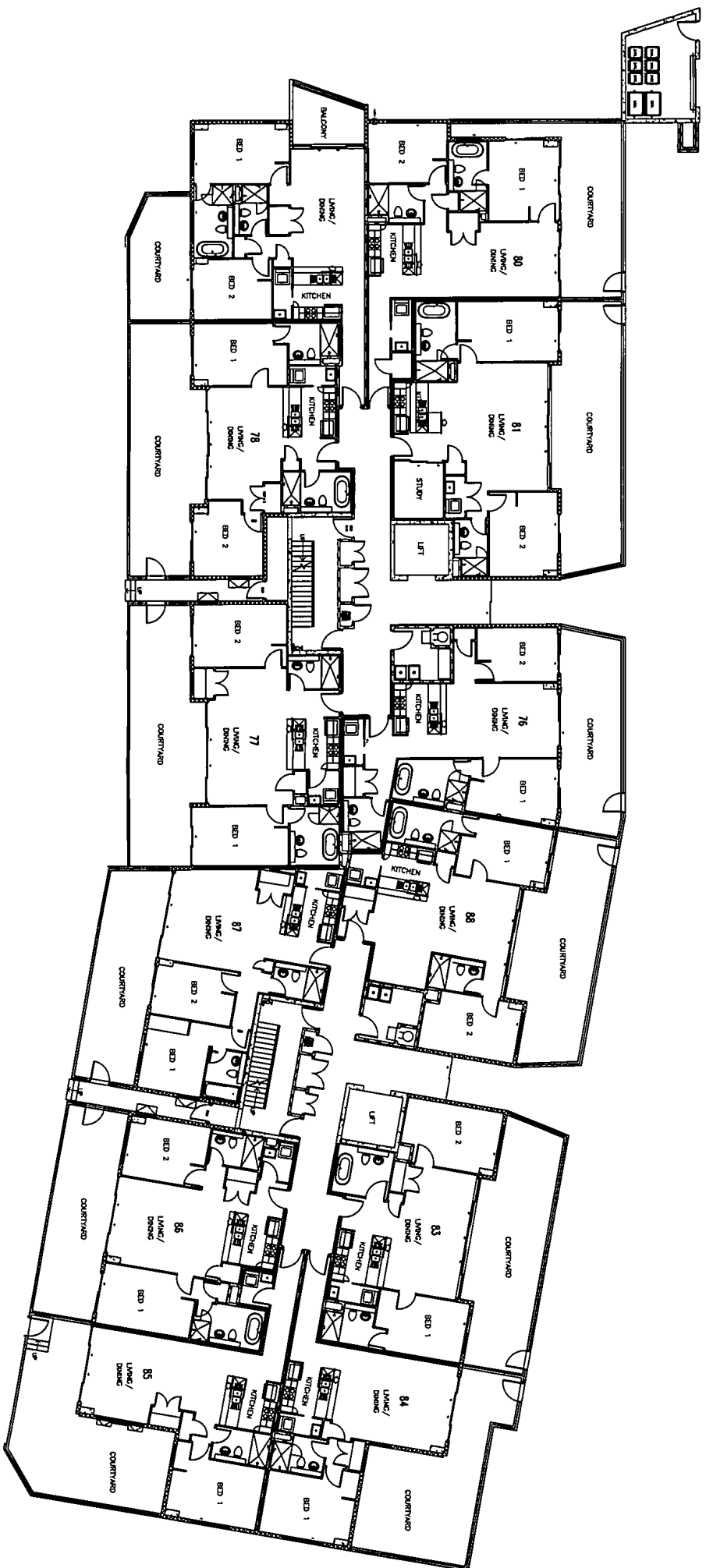
Strata Plan No. **SP88625**

Consented to
Application No.

Registered Date
30.8.2013



GROUND LEVEL
BUILDING 17



The plans and elevations for Building 17 will require modification in order to comply with the requirements of Condition A4 of the project approval for the construction of buildings 11 to 17 (MP11_0046).

Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 10 DP270729
No. 12 Epping Park Drive
EPPING 2121

Sheet No. 18 of 21 Sheets

Strata Plan No. **SP88625**

Consented to
Application No.

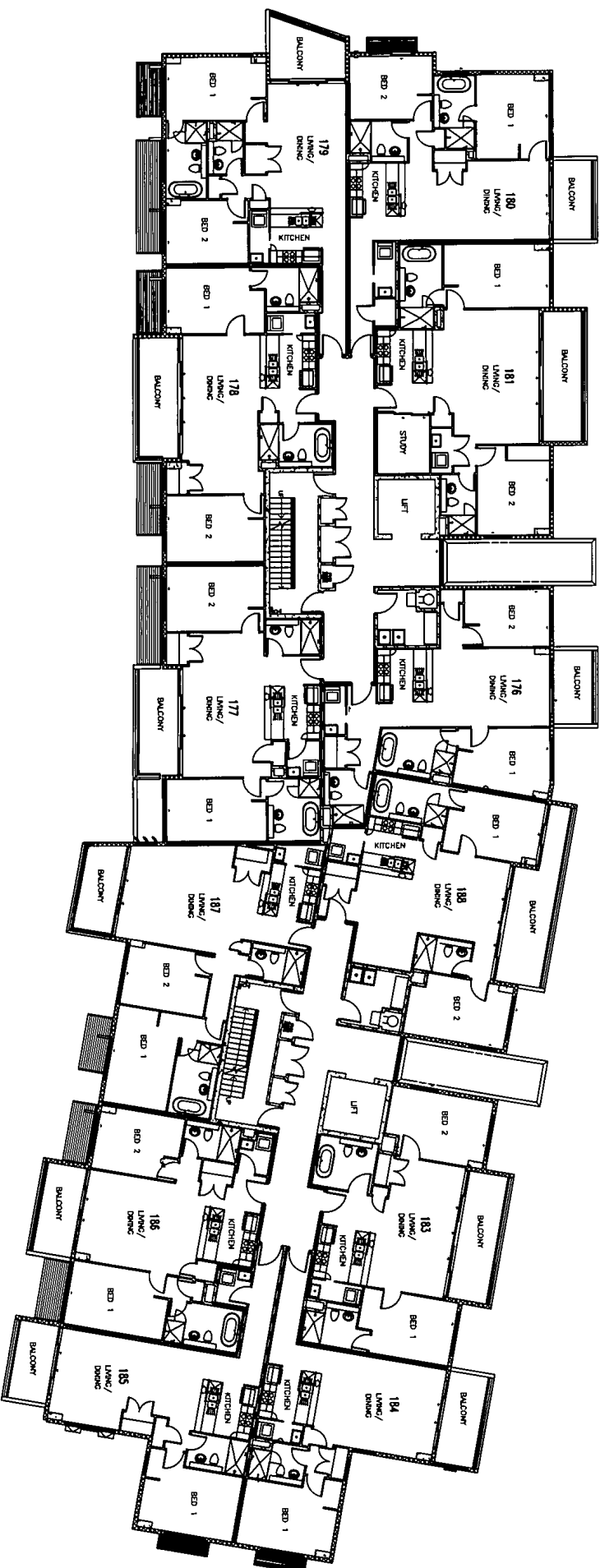
Registered Date

30.8.2013



LEVEL 1

BUILDING 17



The plans and elevations for Building 17 will require modification in order to comply with the requirements of Condition A4 of the project approval for the construction of buildings 11 to 17 (MP11_0046).

Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 10 DP270729
No. 12 Epping Park Drive
EPPING 2121

Sheet No. 19 of 21 Sheets

Strata Plan No. **SP88625**

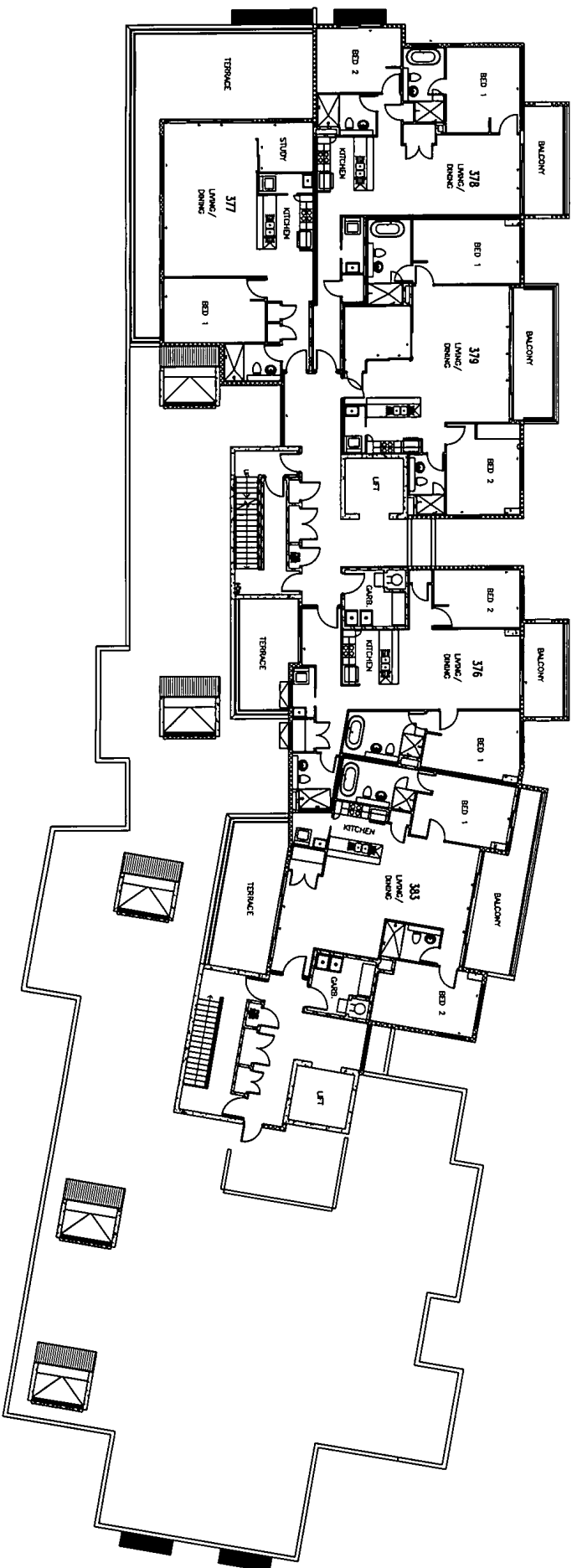
Consented to
Application No.

Registered Date 30.8.2013



LEVEL 3

BUILDING 17



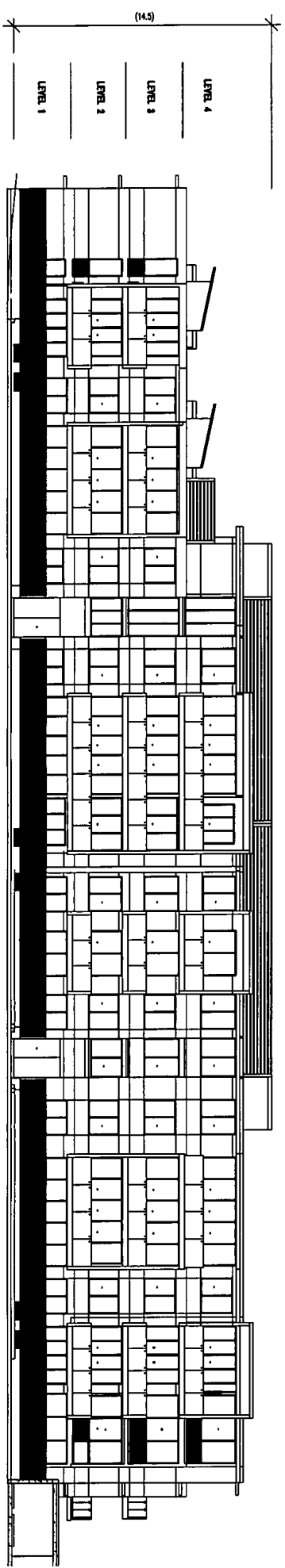
The plans and elevations for Building 17 will require modification in order to comply with the requirements of Condition A4 of the project approval for the construction of buildings 11 to 17 (MP11_0046).

Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 10 DP270729
No. 12 Epping Park Drive
EPPING 2121

Sheet No. 20 of 21 Sheets
Strata Plan No. **SP88625**
Consented to Application No.
Registered Date 30.8.2013



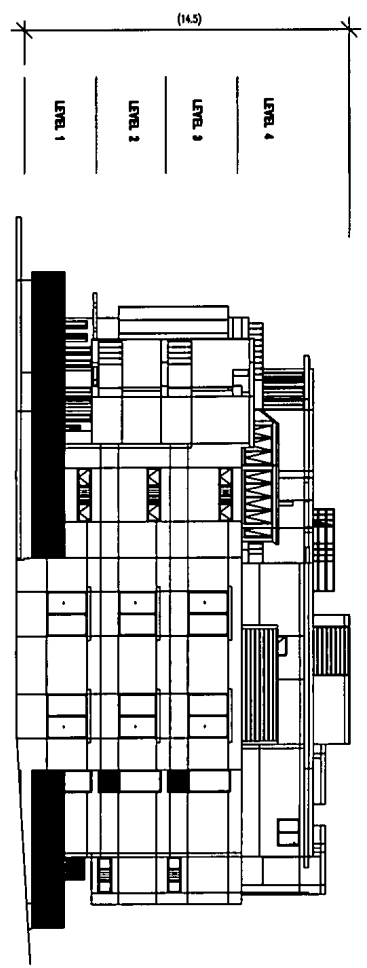
NORTH ELEVATION
BUILDING 17



The plans and elevations for Building 17 will require modification in order to comply with the requirements of Condition A4 of the project approval for the construction of buildings 11 to 17 (MP11_0046).

Strata Development Contract		Sheet No. 21 of 21 Sheets
CONCEPT PLAN		Strata Plan No. SP88625
Plan Of Development		Consented to Application No.
SUBDIVISION OF LOT 10 DP270729		Registered Date
No. 12 Epping Park Drive		30.8.2013
EPPING 2121		

EAST ELEVATION
BUILDING 17



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973**

Plan:

SP88625 B

Sheet 1 of 1 Sheets

Plan of Subdivision of
Lot 10 in DP270729

**Full name(s) and address(es) of the owner(s)
of the Land:**

Karimbla Properties (No. 9) Pty Ltd
ACN 102 955 635
Level 11, 528 Kent Street
Sydney NSW 2000

PART 1 (CREATION)

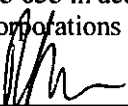
Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) :	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Emergency Egress variable width	77	1 to 76 (inclusive)

PART 2 (TERMS)

1. TERMS OF EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH NUMBERED 1 IN THE PLAN

- 1.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to egress by foot only across that part of the lot burdened that is set up for emergency egress purposes from time to time to the external boundaries of the burdened lot in an emergency evacuation situation.
- 1.2 This easement shall cease to exist over any part of the burdened lot that, when subdivided, creates common property or other lots that are not a development lot.

EXECUTED by **KARIMBLA
PROPERTIES (NO. 9) PTY LTD**
ACN 102 955 635 in accordance section
127 of the Corporations Act 2001

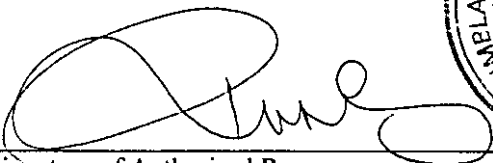

Signature of Authorised Person

DIRECTOR

Office held

PETER SPIRA

Name of Authorised Person (please print)

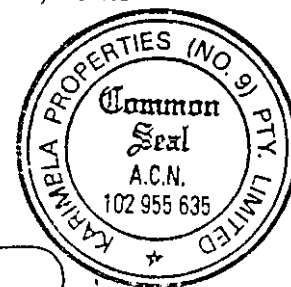

Signature of Authorised Person

SECRETARY

Office held

ROBYN MCCULLY

Name of Authorised Person (please print)



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 1 of 5 Sheets

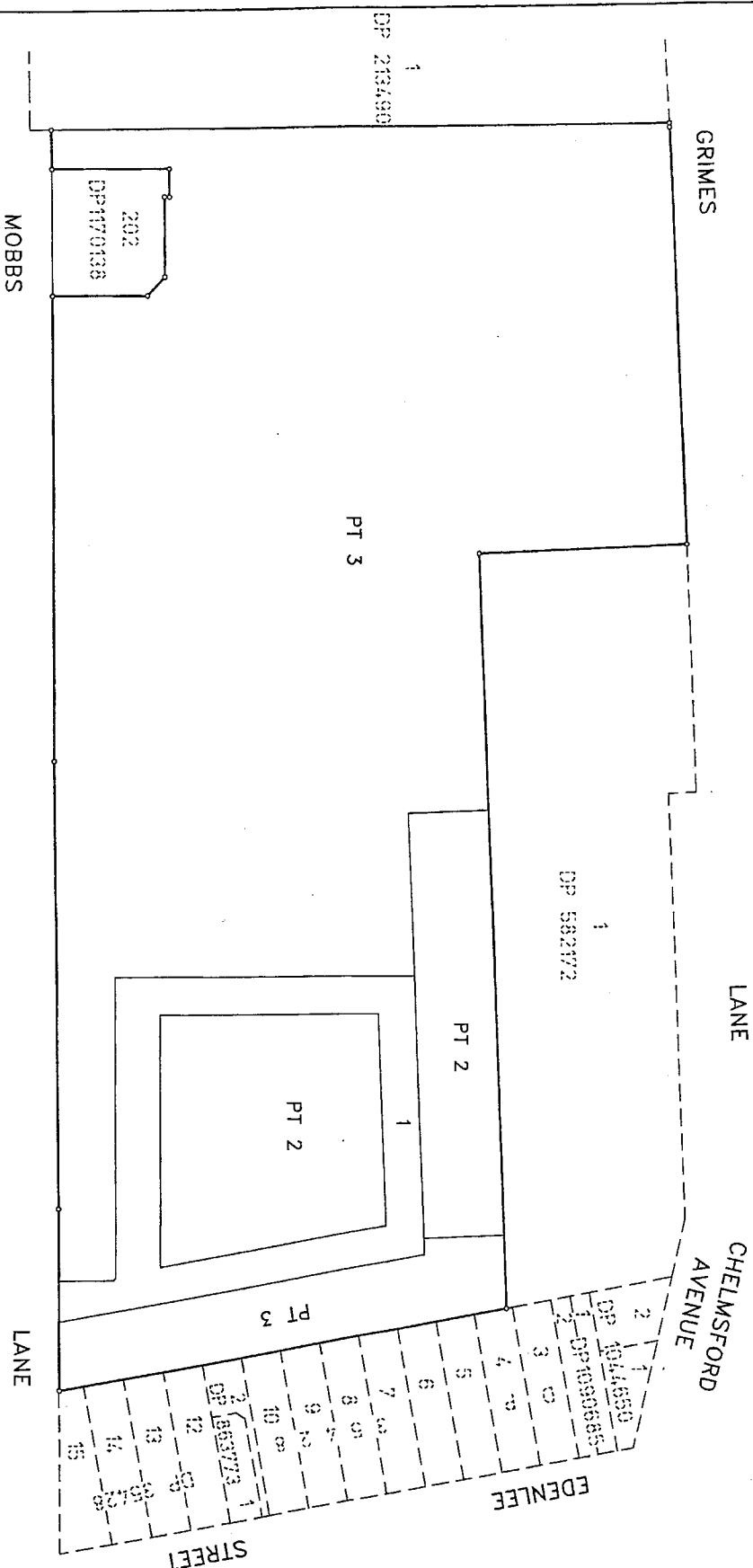
LOCATION DIAGRAM

SCALE: 1:1250

THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME. FOR DETAILS OF UPDATES AND ADDITIONAL AND REPLACEMENT SHEETS SEE SCHEDULE BELOW

SCHEDULE OF CHANGES TO THE SCHEME

LOT No	DETAILS	SHEET No
3	SUBDIVIDED INTO LOTS 4-6	6-8
4	SUBDIVIDED INTO LOTS 1-13 IN DP286422	
5	SUBDIVIDED INTO LOTS 6-9	9-12
6	SP87215	
9	SUBDIVIDED INTO LOTS 10-11	13-17
10	SP86225	
2	SP86297	
11	SUBDIVIDED INTO LOTS 12-13	18-23
12	SP90290	



Subdivision Certificate No: 134

Date: 1/12/2011

Surveyor: Wayne Allen Diver-Tuck

Surveyor's Ref: 124607-Epping-Community

Registered  O3 - O2 - 2012

COMMUNITY PLAN



DP270729 P

\\Epping-CommunityPlan

DIAGRAM 4
SCALE 1:400

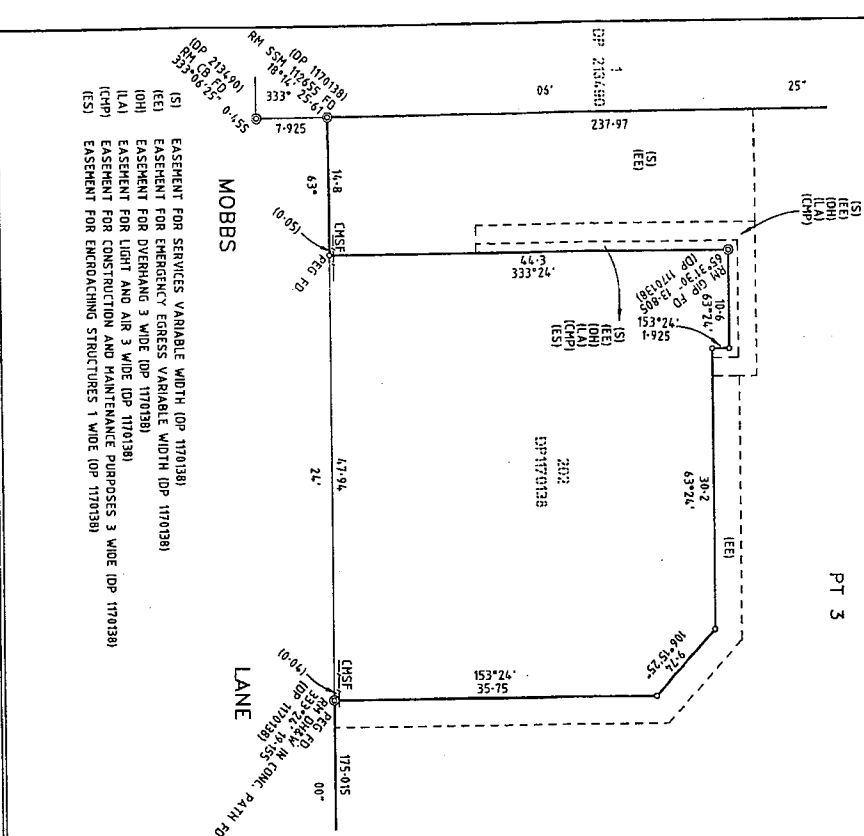


DIAGRAM 1
NOT TO SCALE

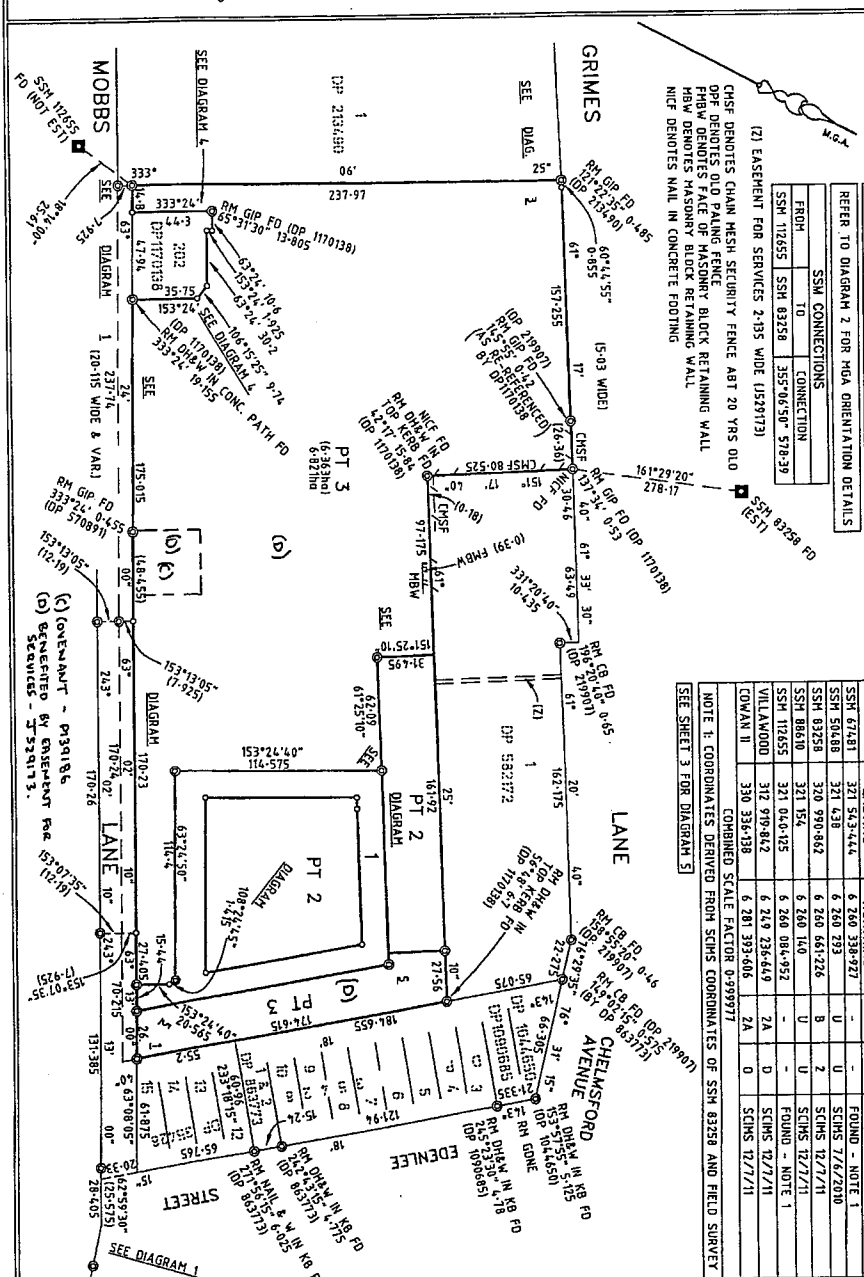


DIAGRAM 2
NOT TO SCALE

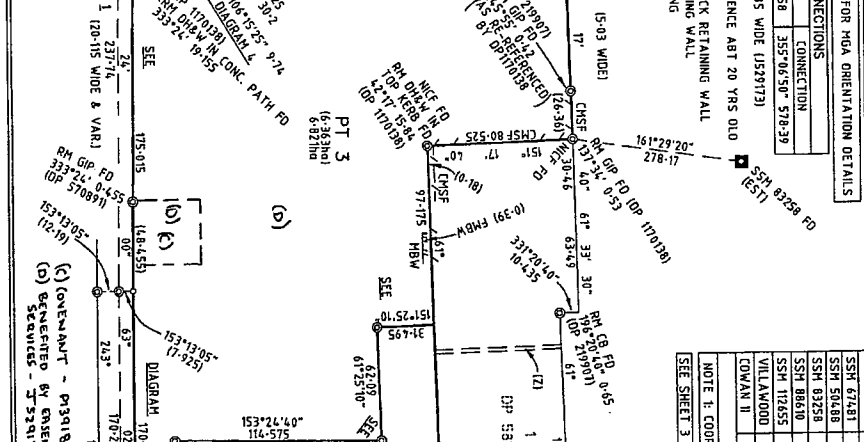
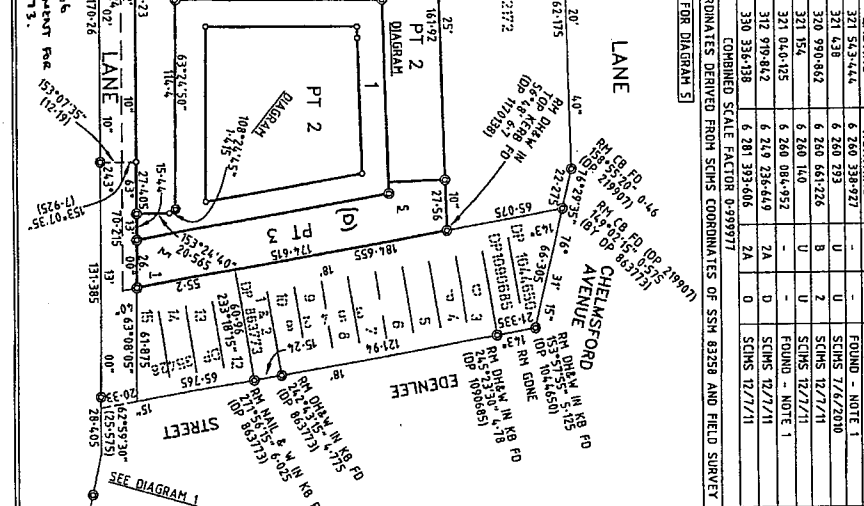


DIAGRAM 3
NOT TO SCALE



CONNECTIONS BETWEEN THE SSM'S SURVEY AND THE MGA 420000 ADOPED HAVE BEEN DERIVED FROM DIRECT & INDIRECT GNSS OBSERVATIONS

FROM	TO	CONNECTION
SSM 11655	SSM 83258	355°06'50" 578.39

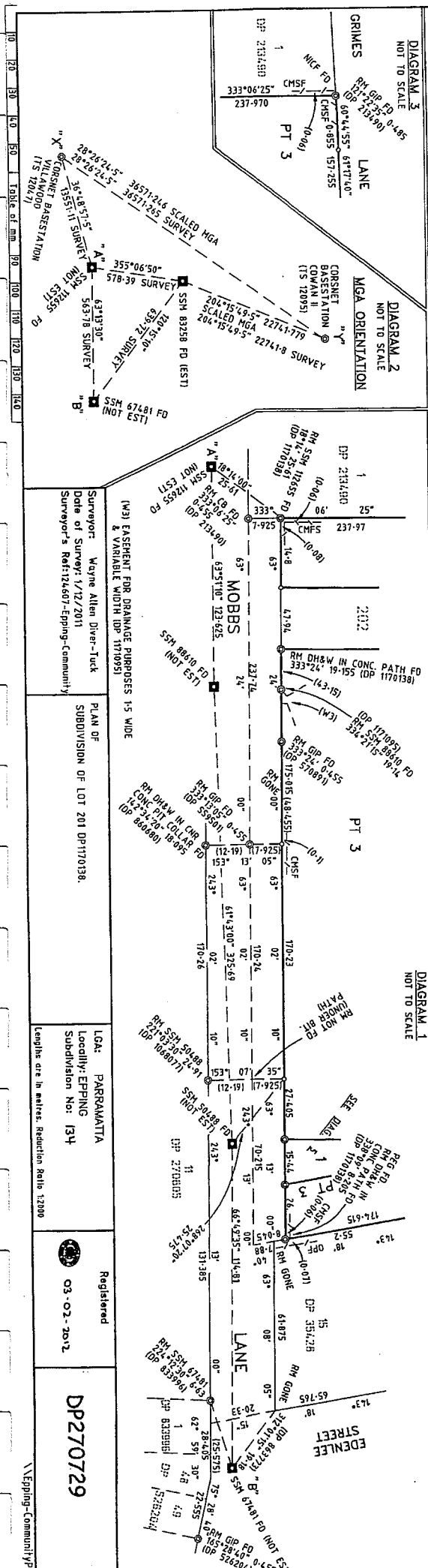
CHSE DENOTES CHAIN MESH SECURITY FENCE APT 20 YRS OLD
DRP DENOTES DRAINAGE OF MASONRY BLOCK RETAINING WALL
HBM DENOTES MASONRY BLOCK RETAINING WALL
NICE DENOTES NAIL IN CONCRETE FOOTING

SURVEYING AND SPATIAL INFORMATION REGULATION 2006: CLAUSE 61 (2)

MARK	EASTING	NORTHING	ZONE	56 CLASS	ORDER	SOURCE
SSM 67481	321 543.44	6 260 398.927	-	-	-	FOUND - NOTE 1
SSM 50488	321 538	6 260 393	-	-	-	SSM 7/6/2010
SSM 83258	320 990.842	6 260 651.226	B	2	-	SSM 12/7/11
SSM 86410	321 154	6 260 110	-	-	-	SSM 12/7/11
SSM 11655	321 024.125	6 260 084.932	-	-	-	SSM 12/7/11
VILLAMOOD	312 979.842	6 249 236.649	-	-	-	SSM 12/7/11
COWAN II	330 336.138	6 281 393.066	2A	0	-	SSM 12/7/11

NOTE 1: COORDINATES DERIVED FROM SSM'S COORDINATES OF SSM 83258 AND FIELD SURVEY
SEE SHEET 3 FOR DIAGRAM 5

COMBINED SCALE FACTOR 0.999977



Surveyor: Wayne Allen Diver-Tuck
Date of Survey: 1/12/2011
Surveyor's Ref: 124607-Epping-Community

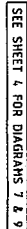
PLAN OF
SUBDIVISION OF LOT 201 DP1170138.

LGA: PARRAMATTA
Locality: EPPING
Subdivision No: 134

Registered
03-02-2012

DP270729
Epping-Community

No. 3 of 3 Sheets



SSM CONNECTIONS		
FROM	TO	CONNECTION
SSM 50488	SSM 167930	337-4.7-15° 46-39
SSM 67481	SSM 167933	293-26-20° 194-39



NOTE:
ITEMS 1 & 6 ARE DEFERRED REFERENCE
MARKS TO BE PLACED UPON COMPLETION
OF SITE WORKS.

--	--

PF
DPF
CMSP
MF
CLW

DENOTES PAILING FENCE
DENOTES OLD PAILING FENCE
DENOTES CHAIN MESH SECURITY FENCE
DENOTES METAL FENCE
DENOTES CONCRETE CAPPING WALL

CE

53

50

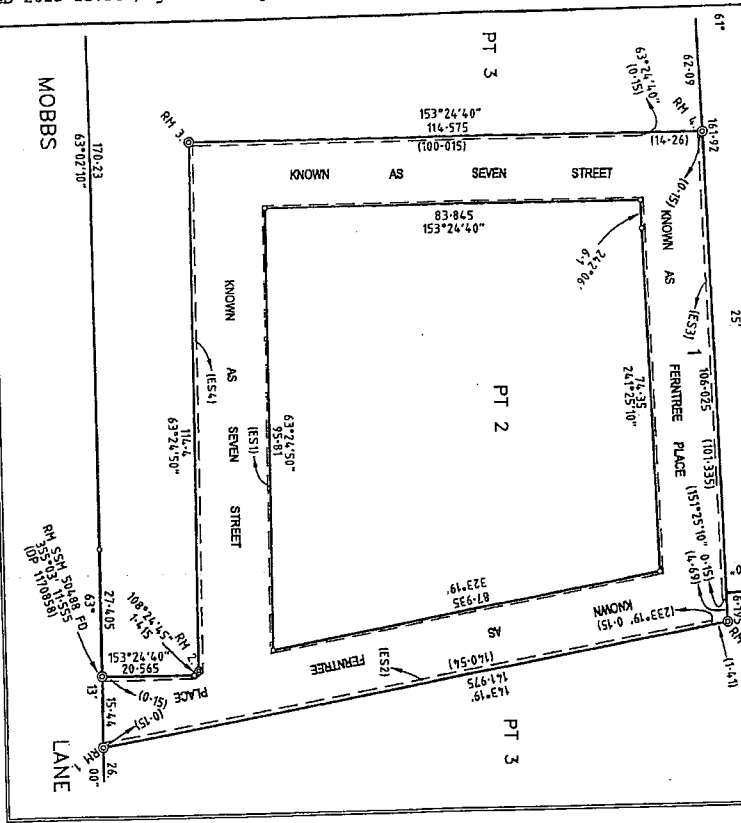
0-1

1

PLAN FORM 2 (A2)

DIAGRAM 9

SCALE 1:800

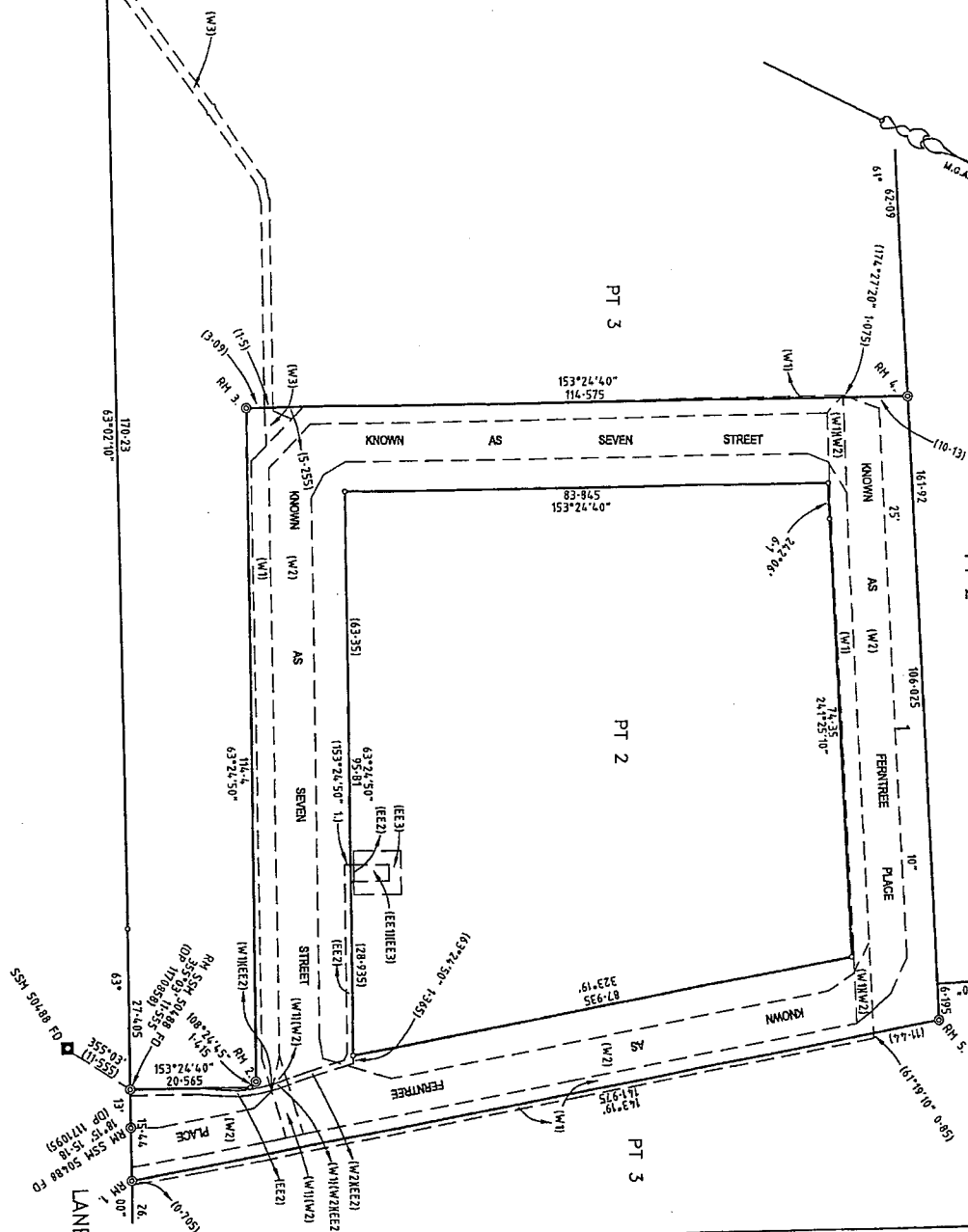


SEE SHEET 3 FOR THE SCHEDULE OF REFERENCE MARKS

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DIAGRAM 7

SCALE 1:800



Sheet No. 4 of 5 Sheets

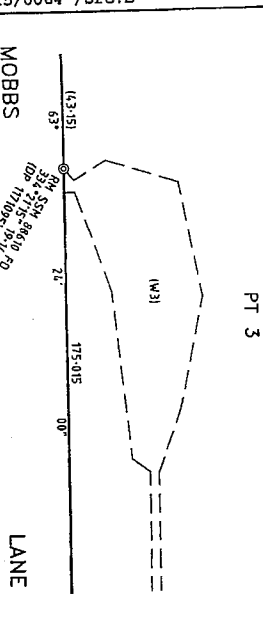
DETAIL PLAN

MOBBS

SEE DIAG. 8

DIAGRAM 8

SCALE 1:800



Surveyor: Wayne Allen Diver-Tuck
Date of Survey: 1/12/2011
Surveyor's Ref: 124607-Epping-Community

PLAN OF SUBDIVISION OF LOT 201 DP1170138.

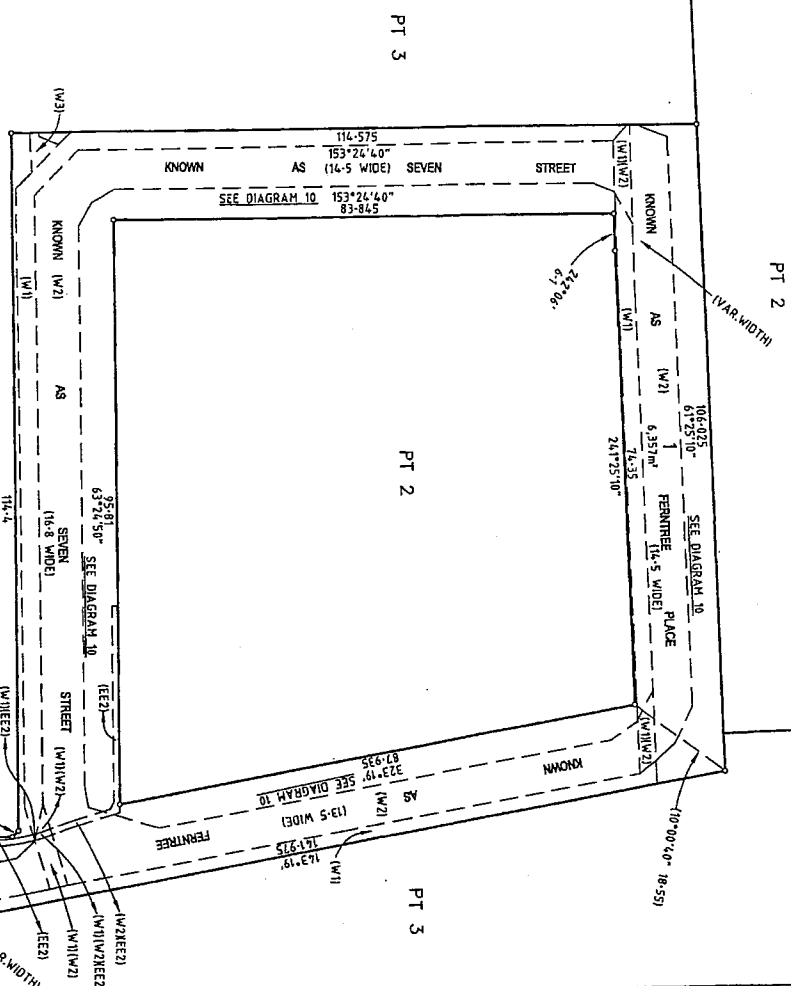
LGA: PARRAMATTA
Locality: EPPING
Subdivision No: 134

Registered
02-02-2012

DP270729

Epping-Community Plan

- (EE1) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE2) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE3) VARIABLE WIDTH (DP 1170858)
- (EE4) VARIABLE WIDTH (DP 1170858)
- (EE5) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE6) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE7) VARIABLE WIDTH (DP 1170951)
- (EE8) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE9) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE10) VARIABLE WIDTH (DP 1170858)
- (EE11) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE12) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE13) VARIABLE WIDTH (DP 1170951)
- (EE14) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE15) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE16) VARIABLE WIDTH (DP 1170858)
- (EE17) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE18) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE19) VARIABLE WIDTH (DP 1170951)
- (EE20) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE21) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE22) VARIABLE WIDTH (DP 1170858)
- (EE23) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE24) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE25) VARIABLE WIDTH (DP 1170951)
- (EE26) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE27) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE28) VARIABLE WIDTH (DP 1170858)
- (EE29) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE30) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE31) VARIABLE WIDTH (DP 1170951)
- (EE32) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE33) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE34) VARIABLE WIDTH (DP 1170858)
- (EE35) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE36) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE37) VARIABLE WIDTH (DP 1170951)
- (EE38) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE39) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE40) VARIABLE WIDTH (DP 1170858)
- (EE41) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE42) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE43) VARIABLE WIDTH (DP 1170951)
- (EE44) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE45) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE46) VARIABLE WIDTH (DP 1170858)
- (EE47) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE48) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE49) VARIABLE WIDTH (DP 1170951)
- (EE50) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE51) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE52) VARIABLE WIDTH (DP 1170858)
- (EE53) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE54) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE55) VARIABLE WIDTH (DP 1170951)
- (EE56) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE57) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE58) VARIABLE WIDTH (DP 1170858)
- (EE59) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE60) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE61) VARIABLE WIDTH (DP 1170951)
- (EE62) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE63) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE64) VARIABLE WIDTH (DP 1170858)
- (EE65) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE66) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE67) VARIABLE WIDTH (DP 1170951)
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- (EE69) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE70) VARIABLE WIDTH (DP 1170858)
- (EE71) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE72) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE73) VARIABLE WIDTH (DP 1170951)
- (EE74) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE75) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE76) VARIABLE WIDTH (DP 1170858)
- (EE77) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE78) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE79) VARIABLE WIDTH (DP 1170951)
- (EE80) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE81) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE82) VARIABLE WIDTH (DP 1170858)
- (EE83) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE84) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE85) VARIABLE WIDTH (DP 1170951)
- (EE86) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE87) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE88) VARIABLE WIDTH (DP 1170858)
- (EE89) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE90) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE91) VARIABLE WIDTH (DP 1170951)
- (EE92) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE93) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE94) VARIABLE WIDTH (DP 1170858)
- (EE95) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170951)
- (EE96) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (EE97) VARIABLE WIDTH (DP 1170951)
- (EE98) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE99) EASEMENT FOR UNDERGROUND CABLES 1 WIDE &
- (EE100) VARIABLE WIDTH (DP 1170858)



- [illegible]

MOBBS

JANE

PLAN OF
SUBDIVISION OF LOT 201 DP1170130

LGA: PARRAMATTA
Locality: EPPING
Subdivision No: 134.

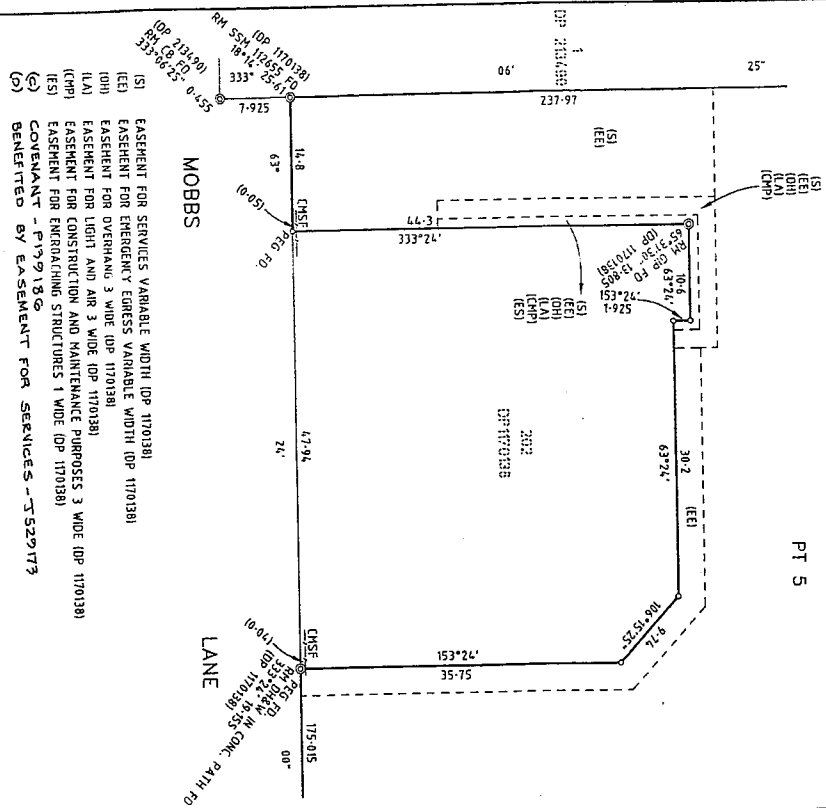
Registered

DP270729

\\Epping-CommunityPlan

PLAN FORM 2 (A2)

DIAGRAM 4
SCALE 1:400



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN

Approved Form 15
COMMUNITY LAND DEVELOPMENT ACT

This is sheet 6 of DP270729 and it replaces sheet 2 as regards lot 3. and is an additional sheet.

(2) EASEMENT FOR SERVICES 2.135 WIDE (152973)
CHSEF DENOTES CHAIN MESH SECURITY FENCE A01 20 YRS OLD
OPF DENOTES OLD PAINTING FENCE
FMBW DENOTES FACE OF MASONRY BLOCK RETAINING WALL
HWD DENOTES HASDONT 3.00M RETAINING WALL
NICEF DENOTES NAIL IN CONCRETE FOOTING

SSM CONNECTIONS	
FROM	TO CONNECTION
SSM 112655	SSM 83238
SSM 83238	SSM 57839

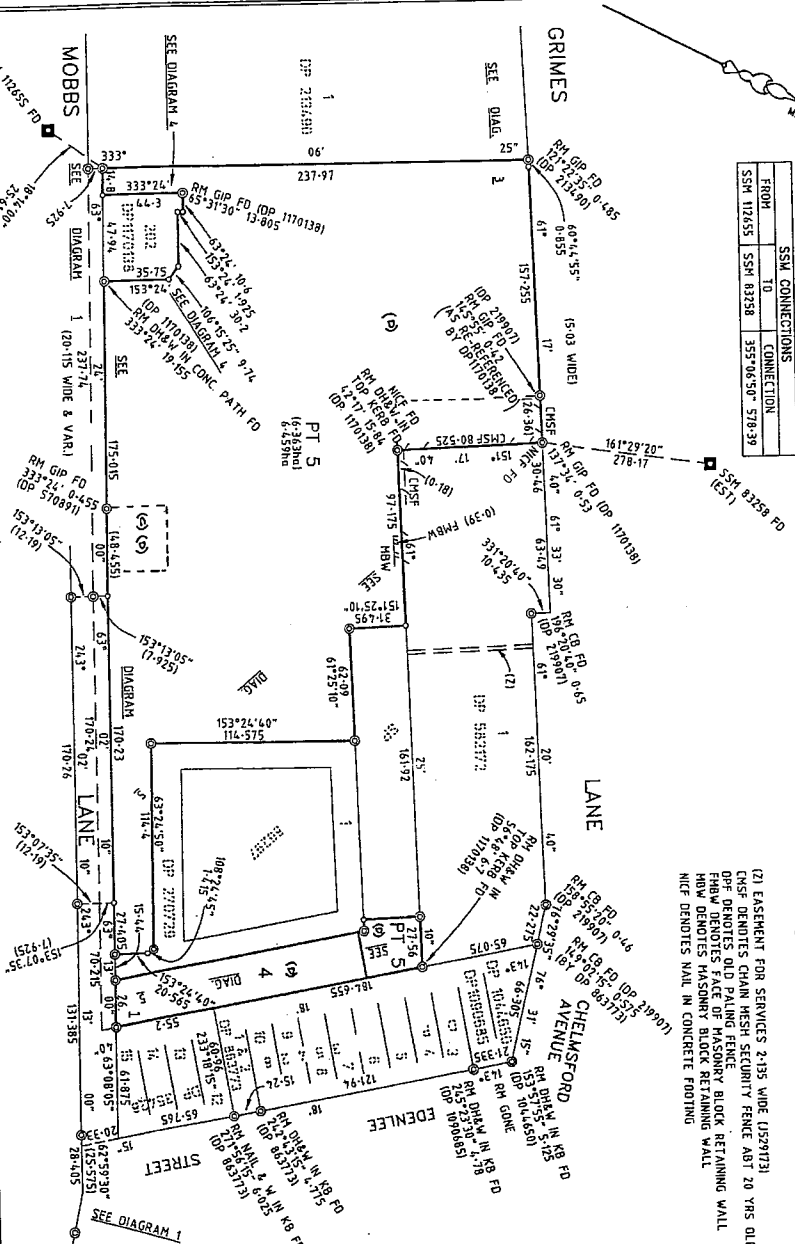
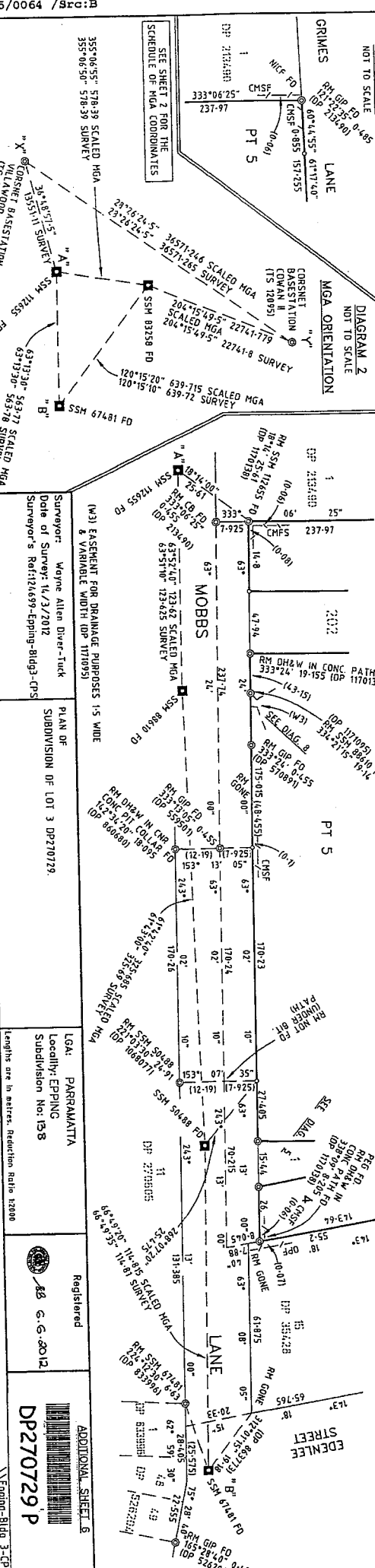


DIAGRAM 1
NOT TO SCALE

DIAGRAM 2
NOT TO SCALE

DIAGRAM 3
NOT TO SCALE



Surveyor: Wayne Allen Diver-Tuck
Date of Survey: 14/3/2012
Surveyor's Ref: 12699-Epping-Bldg3-CPS

PLAN OF
SUBDIVISION OF LOT 3 DP270729

LGA: PARAMATTA
Locality: EPPING
Subdivision No. 158

Registered
G.C.G. 2012
DP270729 P

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN

Approved Form 15
COMMUNITY LAND DEVELOPMENT ACT
This is sheet 7 of DP270729 and it replaces sheet 3 as regards lot 3 and is an additional sheet.

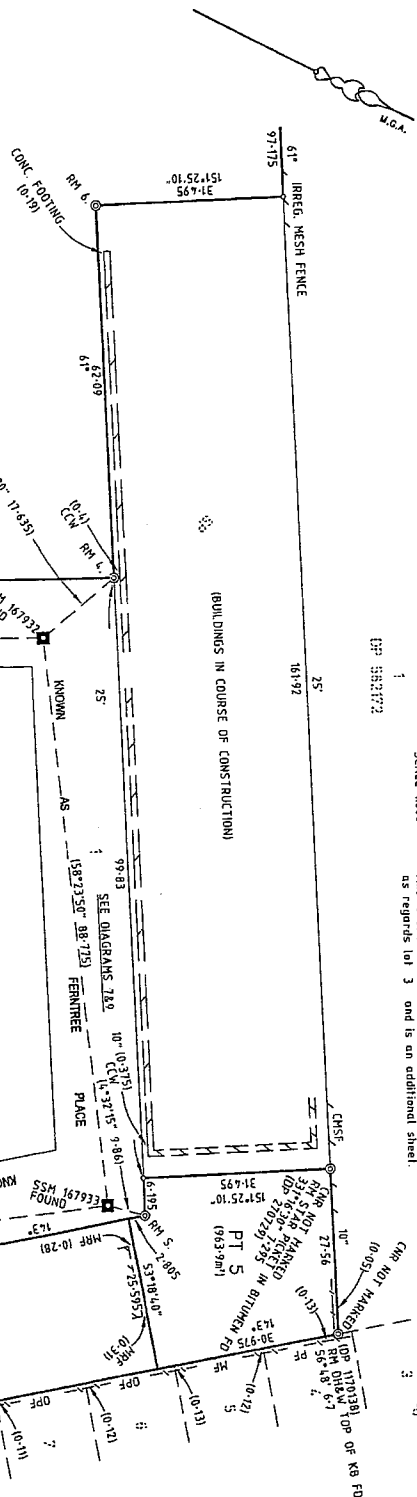
3

DIAGRAM 5

SCALE 1:600

EXP 582772

1



NOTE:
RMS 1 & 6 ARE DEFERRED REFERENCE
MARKS TO BE PLACED UPON COMPLETION
OF SITE WORKS. (VIDE DP 270729)

SEE SHEET 3 FOR DIAGRAMS 7 & 9

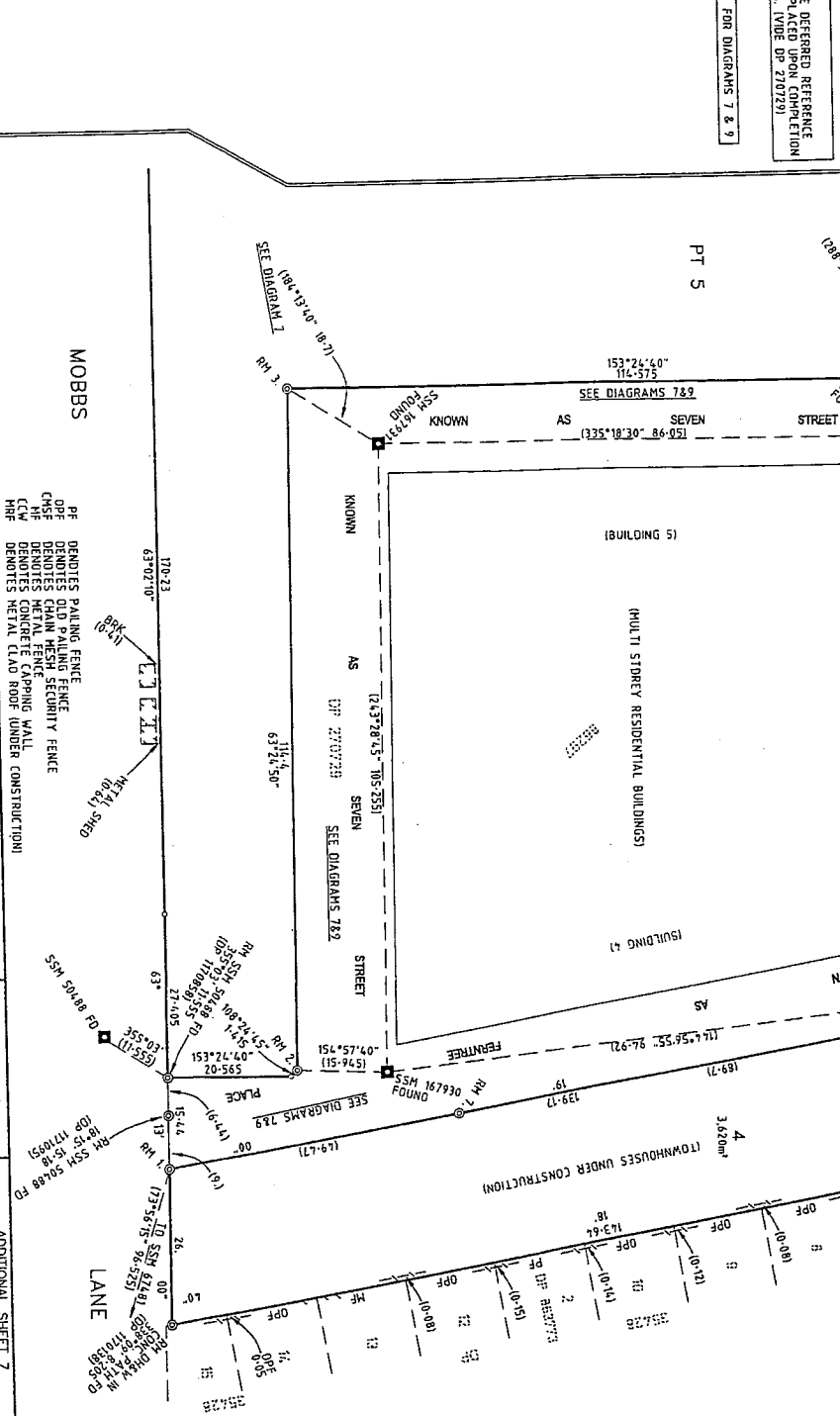
SURVEYING AND SPATIAL INFORMATION REGULATION 2006: CLAUSE 61 (2)				
MARK	MGA CO-ORDINATES	ZONE	56 CLASS ORDER	SOURCE
SSM 62181	321 523 432	NORTHING	C	4
SSM 50488	321 437 489		C	4
SSM 83258	320 980 442		B	2
SSM 80610	321 151 005		C	4
SSM 112555	321 040 415		C	4
VILLAWOOD	312 919 442		2A	0
COWAN II	330 336 138		2A	0
SSM 167930	321 420		U	0
SSM 167931	321 325		U	0
SSM 167932	321 289		U	0
SSM 167933	321 365		U	0
COMBINED SCALE FACTOR 0.999977				

SSM CONNECTIONS		
FROM	TO	CONNECTION
SSM 50488	SSM 167930	337°47'35" 148.39
SSM 67481	SSM 167931	293°26'20" 161.39

SCHEDULE OF REFERENCE MARKS
(VIDE DP 270729)

RM	REF. TO CORNER	MARK
2	154°57'40" 15.945	SSM 167930 FO
3	184°13'40" 18.7	SSM 167931 FO
4	288°36'20" 17.635	SSM 167932 FO
5	4°32'15" 9.86	SSM 167933 FO

RM	REF. TO CORNER	MARK
7	6°32'20" 3.225	CHALK IN GUTTER



Surveyor: Wayne Allen Dwyer-Tuck
Date of Survey: 16/3/2012
Surveyor's Ref: 124699-Epping-Bldg3-CPS

PLAN OF
SUBDIVISION OF LOT 3 DP270729.

Locality: EPPING
Subdivision No. 138

Registered
AB 6-6-2012

DP270729

ADDITIONAL SHEET 2

Lengths are in metres. Reduction Ratio SEE SHEET

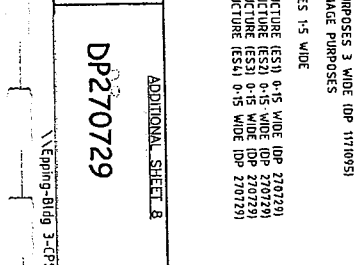
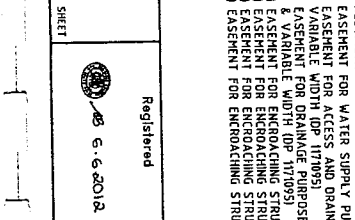
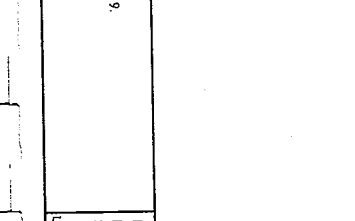
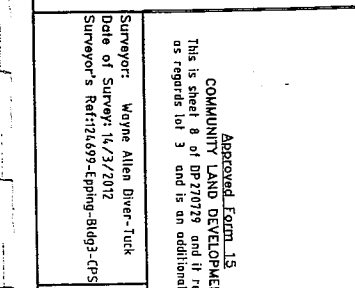
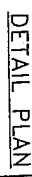
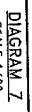
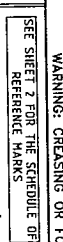
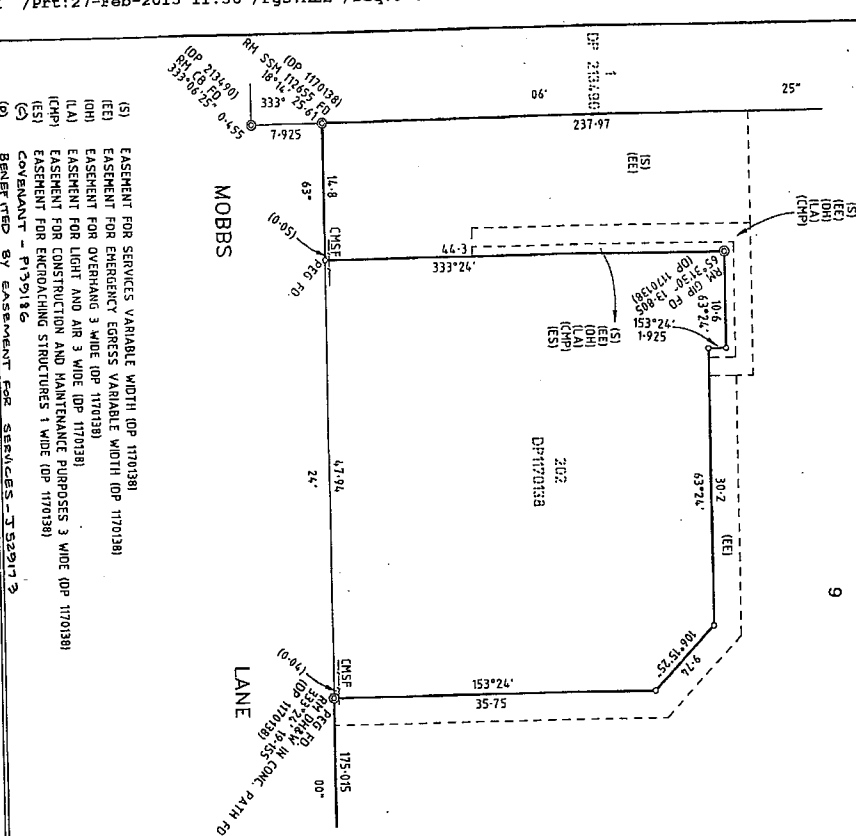


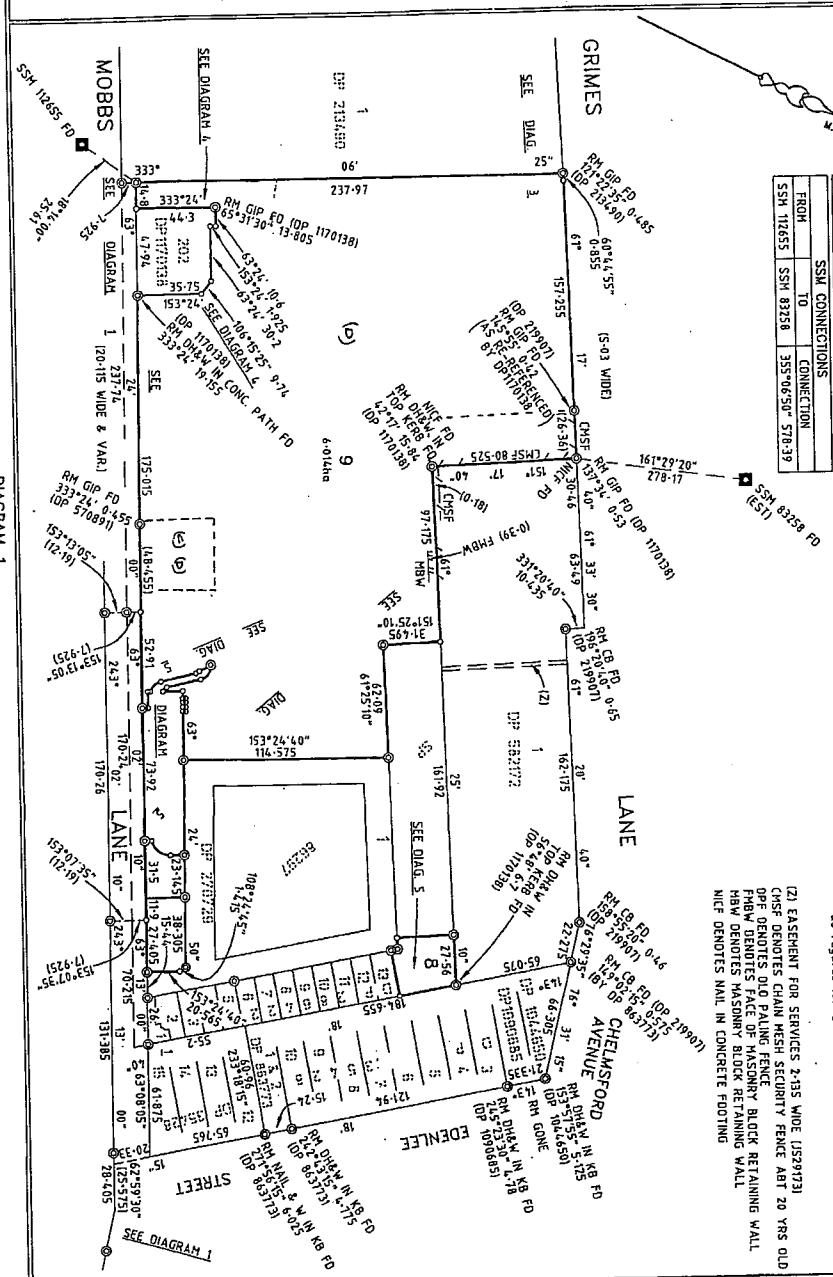
DIAGRAM 4
SCALE 1:400



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

CONNECTIONS BETWEEN THE SSM'S SHOWN AND THE MGA AZIMUTH ADOPTED
HAVE BEEN DERIVED FROM DIRECT & INDIRECT GNSS OBSERVATIONS
REFER TO DIAGRAM 2 FOR MGA ORIENTATION DETAILS

FROM	TO	CONNECTION
SSM 112655	SSM 83258	355-66-50° 578-39



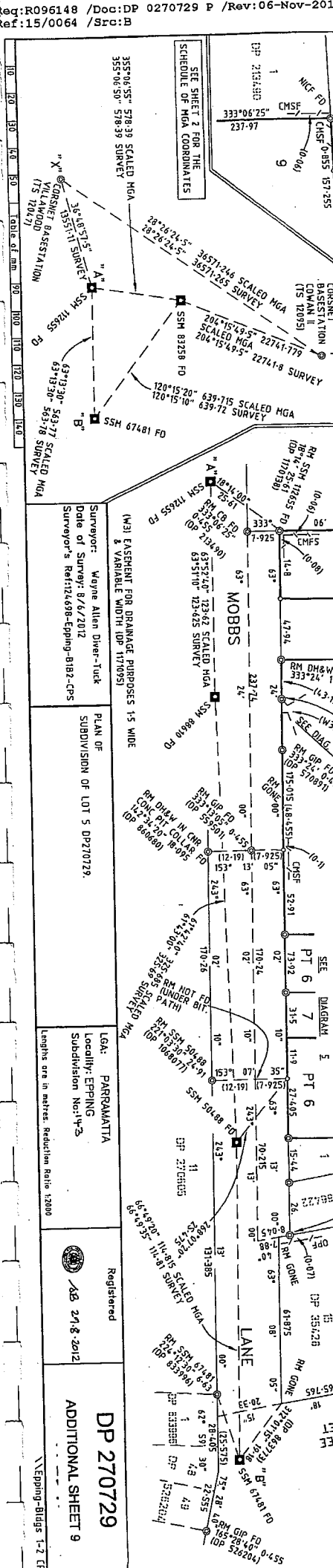
(2) EASEMENT FOR SERVICES 2.55 WIDE (152972)
CHSE DENOTES CHAIN MEAS. SECURITY FENCE APT 20 YRS OLD
DPB DENOTES DRAINAGE BLOCKING FENCE APT 20 YRS OLD
MHW DENOTES MASONRY BLOCK RETAINING WALL
N/C DENOTES NAIL IN CONCRETE FOOTING

DIAGRAM 2
NOT TO SCALE
GRIMES LANE
MGA ORIENTATION

DIAGRAM 3
NOT TO SCALE
MOBBS LANE

DIAGRAM 4
NOT TO SCALE
MOBBS LANE

DIAGRAM 5
NOT TO SCALE
EDENLEE STREET



DP 270729
ADDITIONAL SHEET 9
Surveyor: Wayne Allen Diver-Tuck
Date of Survey: 8/6/2012
Surveyor's Ref: 124698-Epping-B182-CPS
PLAN OF
SUBDIVISION OF LOT 5 DP270729
LGA: PARAMATTA
Locality: EPPING
Subdivision No: 14-2
Registered
AB 27.8.2012
Epping-Bugs 1-2 CPS

SSM CONNECTIONS		
FROM	TO	CONNECTION
SSM 504.08	SSM 167930	337°47'15" 4.8-39
SSM 674.87	SSM 167933	283°46'20" 19.4-39

RH	REF. TO CORNER	MARK
2	15.°57'40" 15.945	SSM 1617930 FD
3	18.°13'46" 18.7	SSM 161931 FD
4	28.°36'20" 17.635	SSM 161932 FD
5	4.°32'15" 9.86	SSM 161933 FD
7	6.°32'20" 3.225	D&M IN GUTTER F

RM	REF. TO CORNER	MARK
8	22' 49' 15.1	DH&W TOP KB

RM	REF. TO CORNER	MARK
9	113°16'	DH&W TOP KB
10	91°36'	DH&W TOP KB

LINE	BEARING	DISTANCE	NARC	RADIUS
1	CH 192.50°	13.365	15.435	10.7
2	CH 127.50°	9.605	6.135	8.2
3	CH 304.50°	7.375	7.385	3.8
4	CH 330.50°	7.375	7.485	4.5
5	CH 308.50°	9.712	10.655	7.4
6	CH 280.50°	3.265	3.365	3.1
7	333.74.50°	3.1		
8	6.23.74.50°	9.01		
9	333.74.50°	1.315		
10	333.74.50°	14.055		
11	63.74.50°	5.485		
12	332.30°	0.305		
13	62.41.4	0.365		
14	155.14	0.365		
15	155.14	0.365		
16	332.74.°	0.715		
17	62.05°	1.3		
18	133.74.50°	0.76		

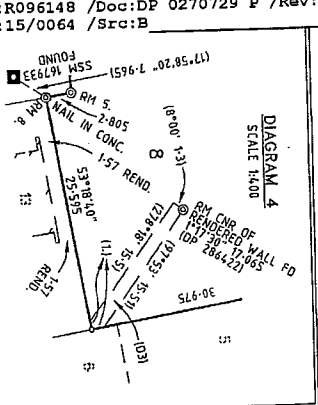
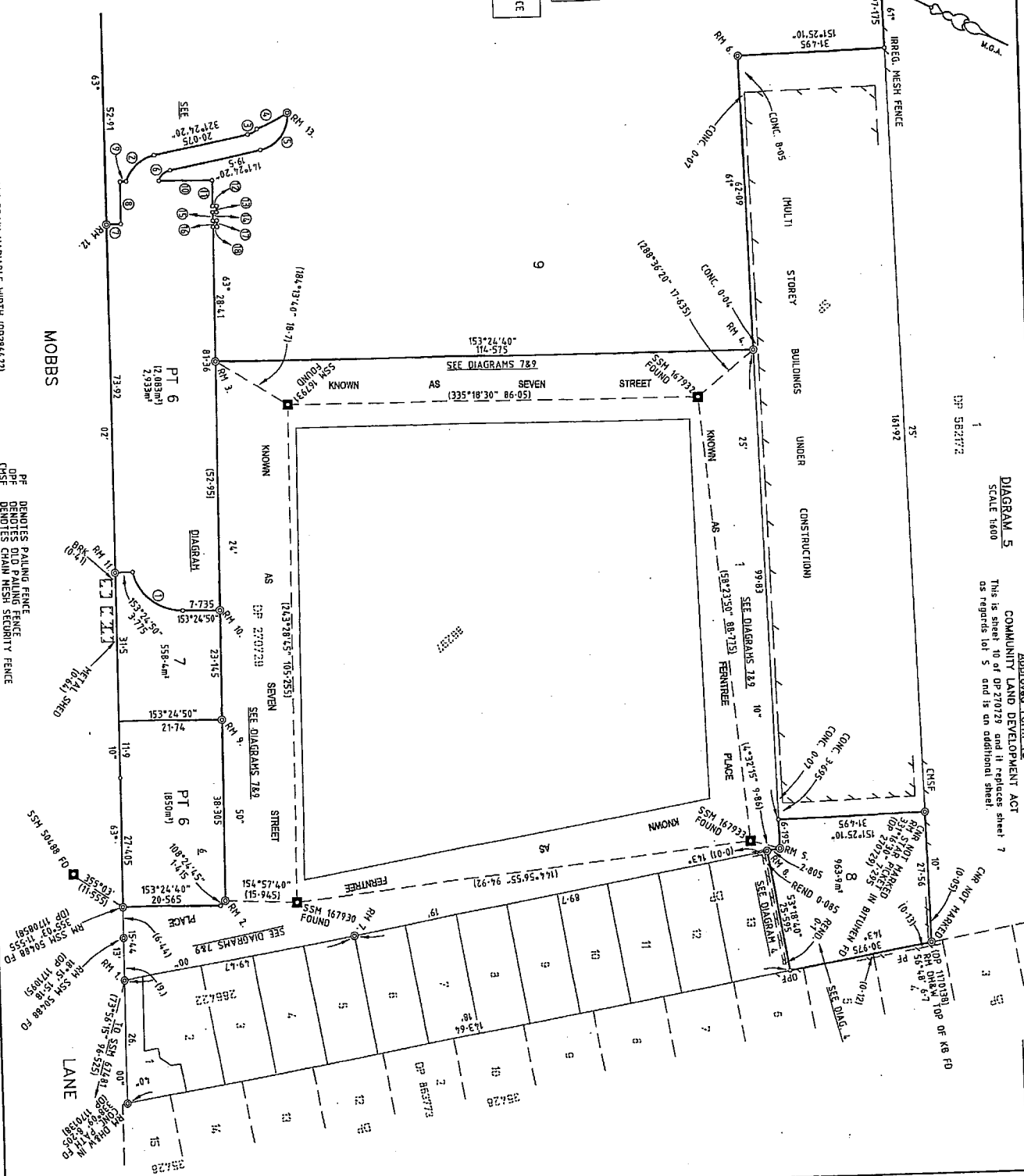


DIAGRAM 5
SCALE 1:600

COMMUNITY LAND DEVELOPMENT ACT

This is sheet 10 of DP270729 and it replaces
the remaining sheets 11 to 15 and its an additional sheet.



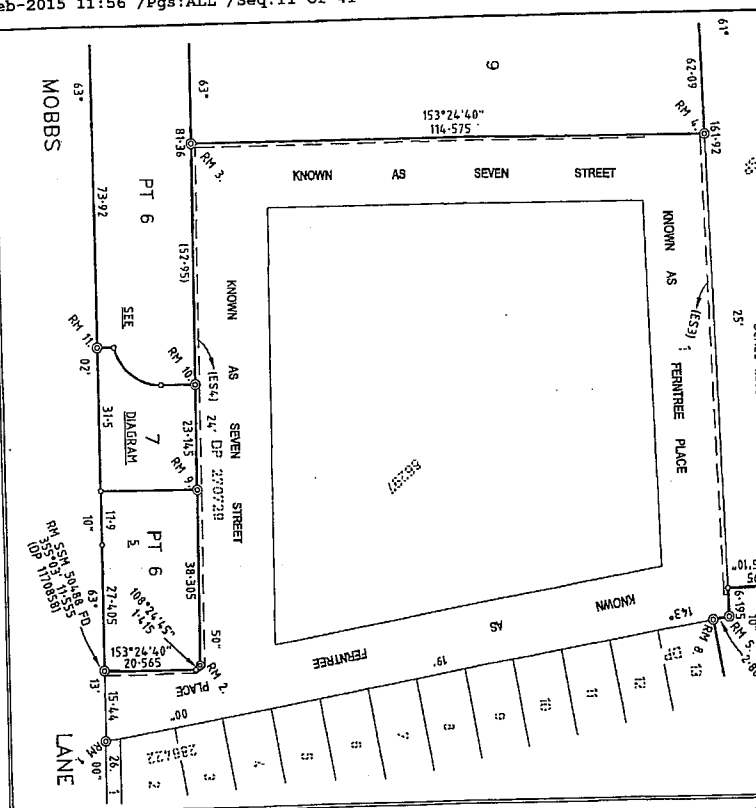
Sheet No. 2 of 4 Sheets
DETAIL PLAN

DETAIL PLAN

DETAIL PLAN

PLAN FORM 2 (A2)

DIAGRAM 9
SCALE 1:800



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION
 SEE SHEET 2 FOR THE SCHEDULE OF REFERENCE MARKS
 SEE SHEET 2 FOR THE SCHEDULE OF SHORT BOUNDARIES

DIAGRAM 7
SCALE 1:800

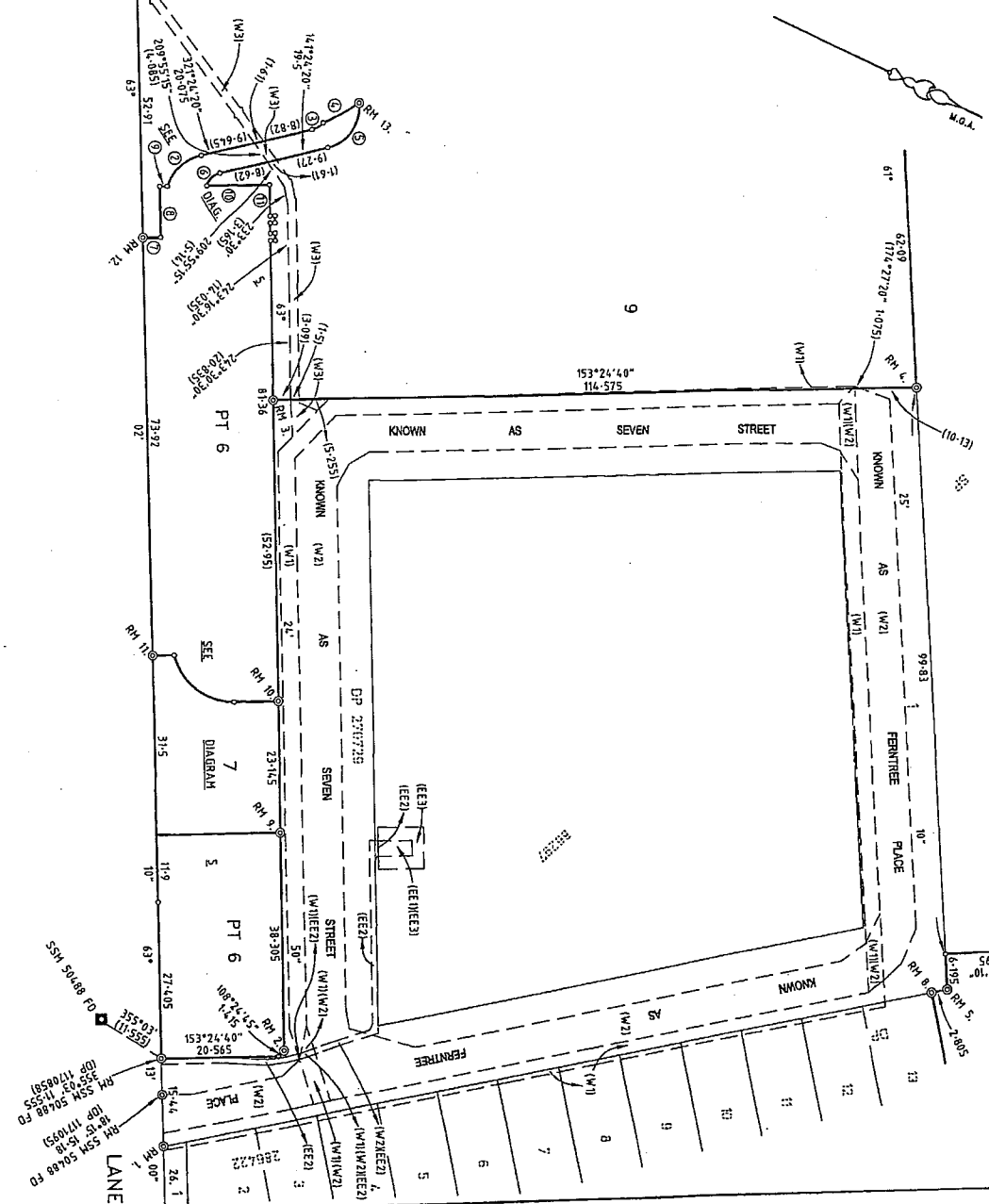


DIAGRAM 8
SCALE 1:800

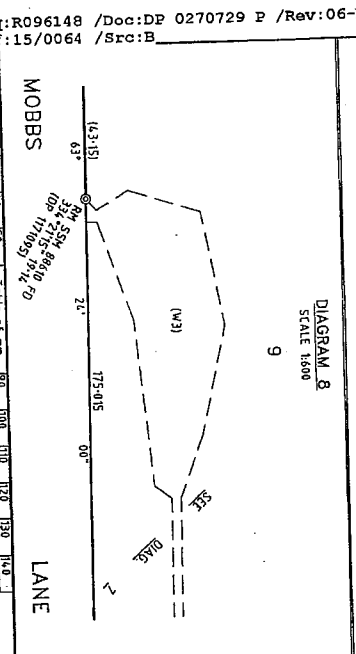
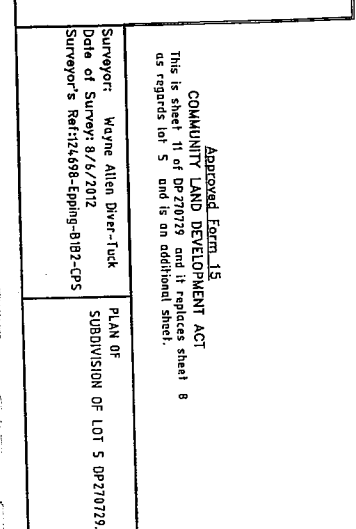


DIAGRAM 9
SCALE 1:800



Approved Form 15
 COMMUNITY LAND DEVELOPMENT ACT
 This is sheet 11 of DP270729 and it replaces sheet 8
 as regards lot 5 and is an additional sheet.

Surveyor: Wayne Allen Dyer-Tuck
 Date of Survey: 8/6/2012
 Surveyor's Ref: 124598-Epping-BIB2-CPS

PLAN OF
 SUBDIVISION OF LOT 5 DP270729.

LGAT: PARRAMATTA
 Locality: EPPING
 Subdivision No: 143

Registered
 DP 270729
 ADDITIONAL SHEET 11

- (EE1) EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE (DP 1170858)
- (EE2) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE WIDTH (DP 1170858)
- (EE3) RESTRICTION ON THE USE OF LAND (DP 1170858)
- (W1) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP 1170995)
- (W2) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (DP 1170995)
- (W3) EASEMENT FOR DRAINAGE PURPOSES 1.5 WIDE & VARIABLE WIDTH (DP 1170995)
- (ES1) EASEMENT FOR ERODING STRUCTURE 0.15 WIDE (DP 270729)
- (ES2) EASEMENT FOR ERODING STRUCTURE 0.15 WIDE (DP 270729)
- (ES3) EASEMENT FOR ERODING STRUCTURE 0.15 WIDE (DP 270729)
- (ES4) EASEMENT FOR ERODING STRUCTURE 0.15 WIDE (DP 270729)

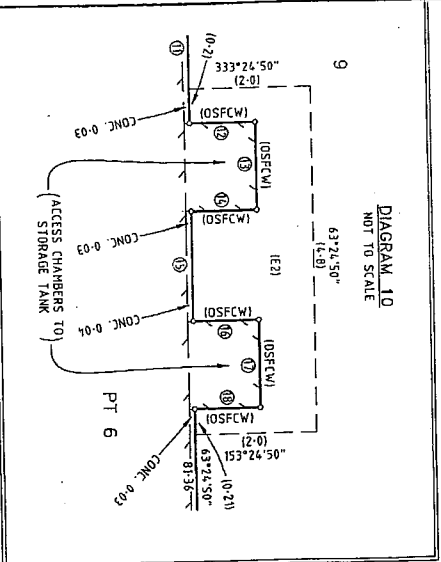
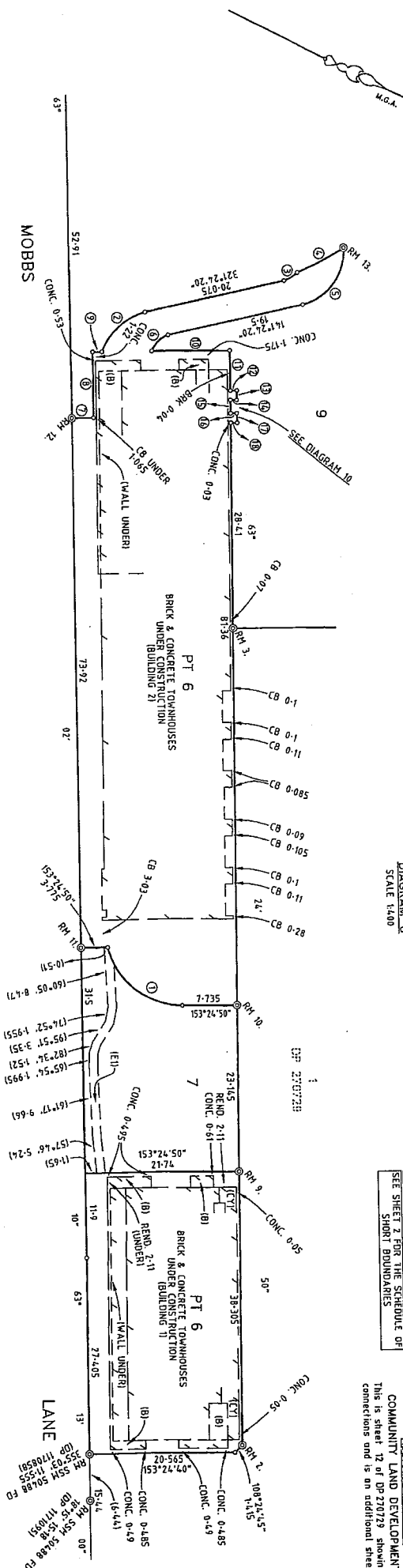
Lengths are in metres. Reduction Ratio SEE SHEET

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DIAGRAM 6
SCALE 1:400

SEE SHEET 2 FOR THE SCHEDULE OF
REFERENCE MARKS
SEE SHEET 2 FOR THE SCHEDULE OF
SHORT BOUNDARIES

Approved Form 15
COMMUNITY LAND DEVELOPMENT ACT
This is sheet 12 of DP270729 showing offset
connections and is an additional sheet.



- (E1) EASEMENT FOR SERVICES 1.2 WIDE
- (E2) EASEMENT FOR ENCRUMING CONCRETE SLAB VARIABLE WIDTH
- (OSFCW) DENOTES OUTSIDE FACE OF CONCRETE WALL
- (CYL) DENOTES COURTYARD
- REMO. DENOTES REMOVED WALL
- (B) DENOTES BALCONY
- CB DENOTES CONCRETE BLOCK WALL

Surveyor: Wayne Allen Dyer-Tuck
Date of Survey: 8/6/2012
Surveyor's Ref: 124698-Epping-8182-CPS

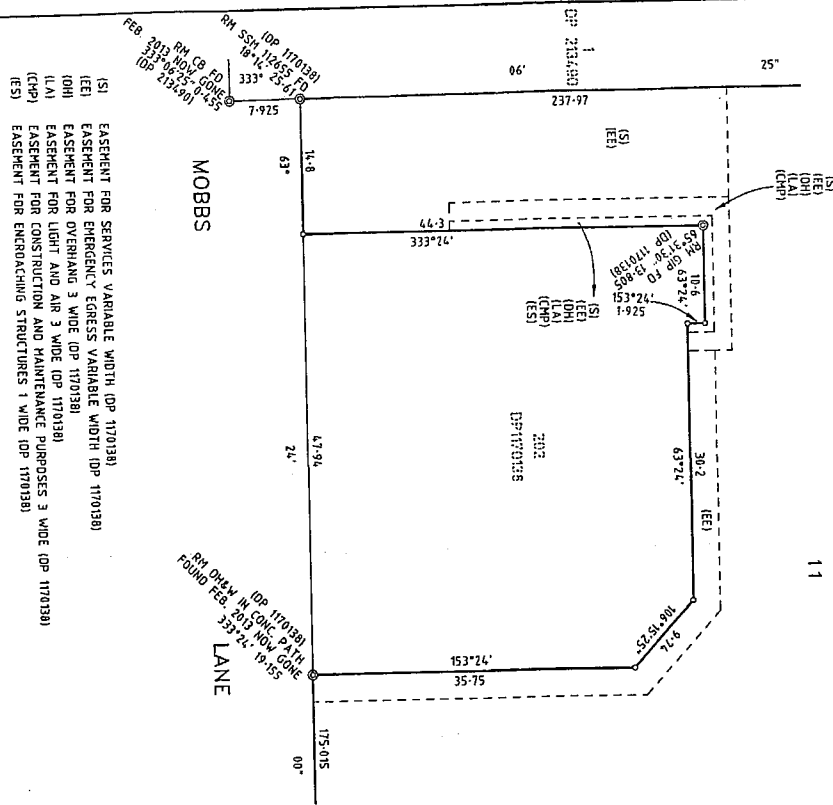
PLAN OF
SUBDIVISION OF LOT 5 DP270729.

LGA: PARAMATTA
Locality: EPPING
Subdivision No: 1479

Registered
Ab 2718-2012

DP 270729
ADDITIONAL SHEET 12

DIAGRAM 4
SCALE 1:100



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

CONNECTIONS BETWEEN THE SSM'S SHOWN AND THE MGA AZIMUTHS ADOPTED
HAVE BEEN DERIVED FROM DIRECT & INDIRECT GNSS OBSERVATIONS

REFER TO DIAGRAM 2 FOR MGA ORIENTATION DETAILS

SSM CONNECTIONS

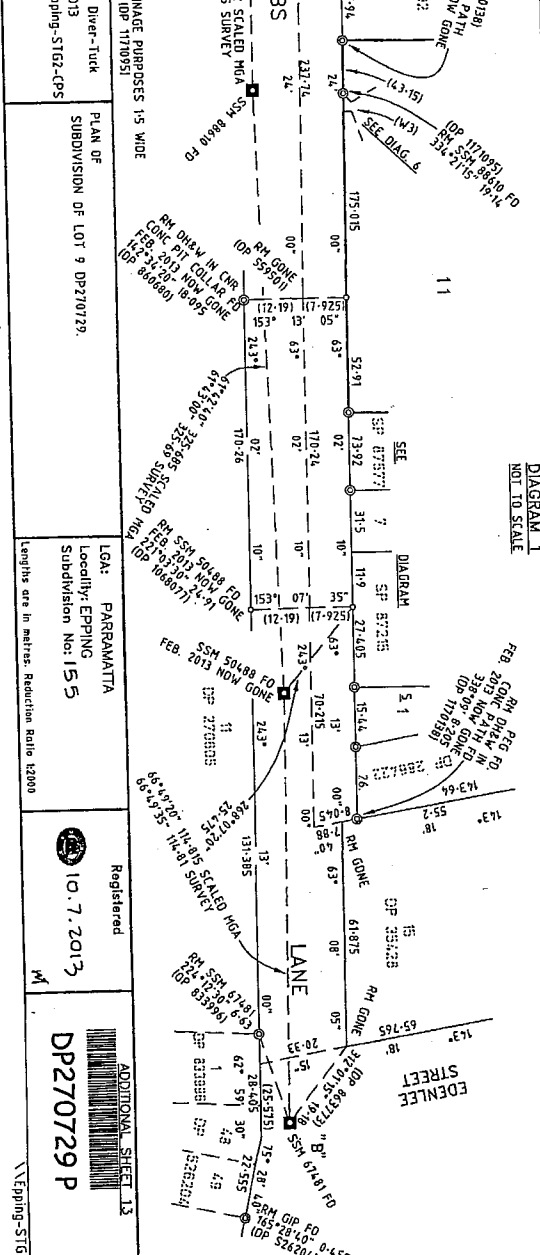
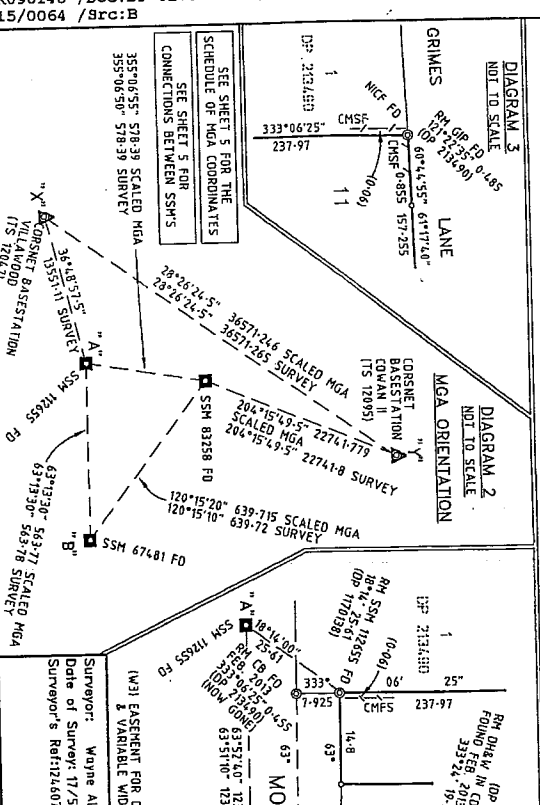
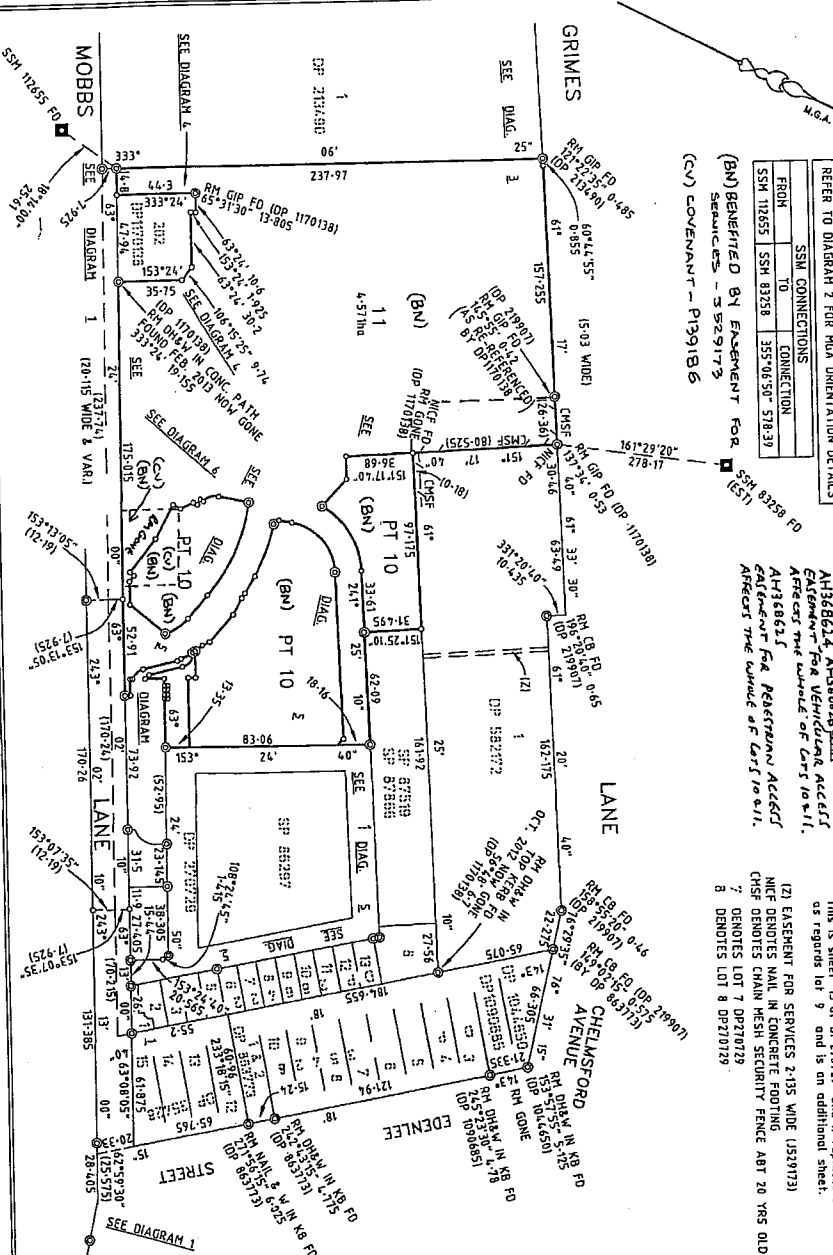
FROM	TO	CONNECTION
SSM 116551	SSM 83258	355°06'50" 578.37

(BN) BENEFITED BY EASEMENT FOR
SERVICES - 5529173

(CV) COVENANT - P139186

DETAIL PLAN

Approved Form 15
COMMUNITY LAND DEVELOPMENT ACT



Surveyor: Wayne Allen Dyer-Tuck
Date of Survey: 11/5/2013
Surveyor's Ref:121607-Epping-STGZ-CPS

PLAN OF
SUBDIVISION OF LOT 9 DP270729

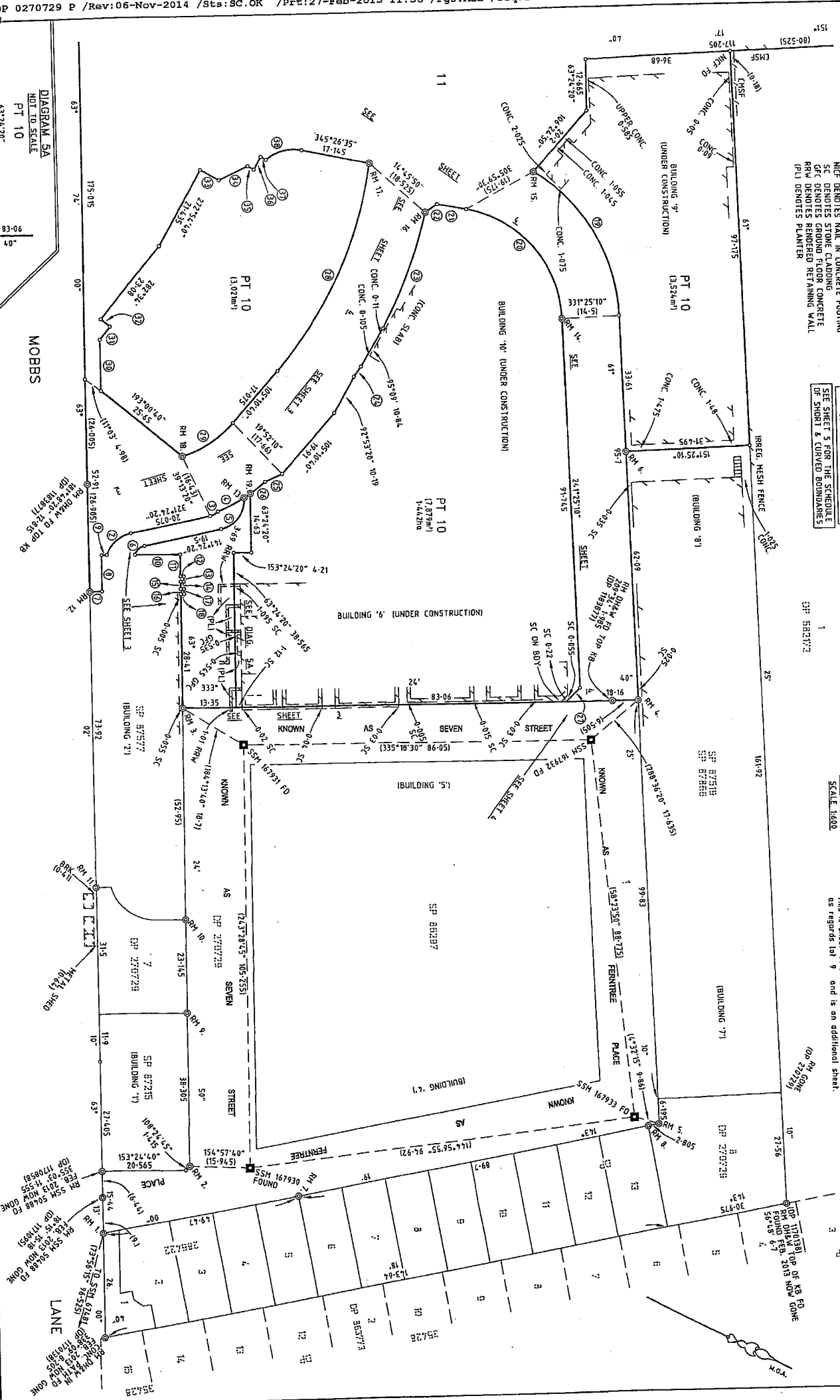
LGA: PARRAMATTA
Locality: EPPING
Subdivision No: 155

Registered
10.7.2013

ADDITIONAL SHEET 13
DP270729 P

Epping-STGZ-CPS

TOP 11701381 OF X0 GONE
RM DHEW TOP OF X0 GONE
FEB. 2013 NOW



FD-504.88 NOV 15-18 2013

ADDITIONAL SHEETS

525

1. *Journal of the American Medical Association*, 1964; 191: 1000-1001.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Approved Form 15

DETAIL PLAN

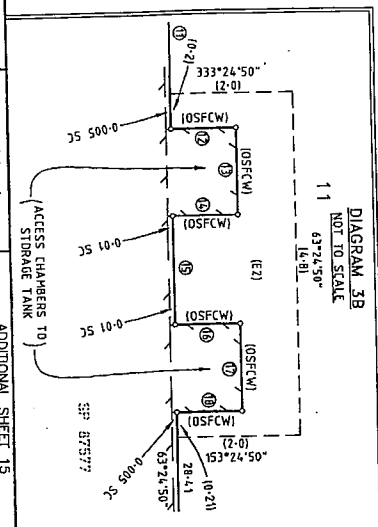
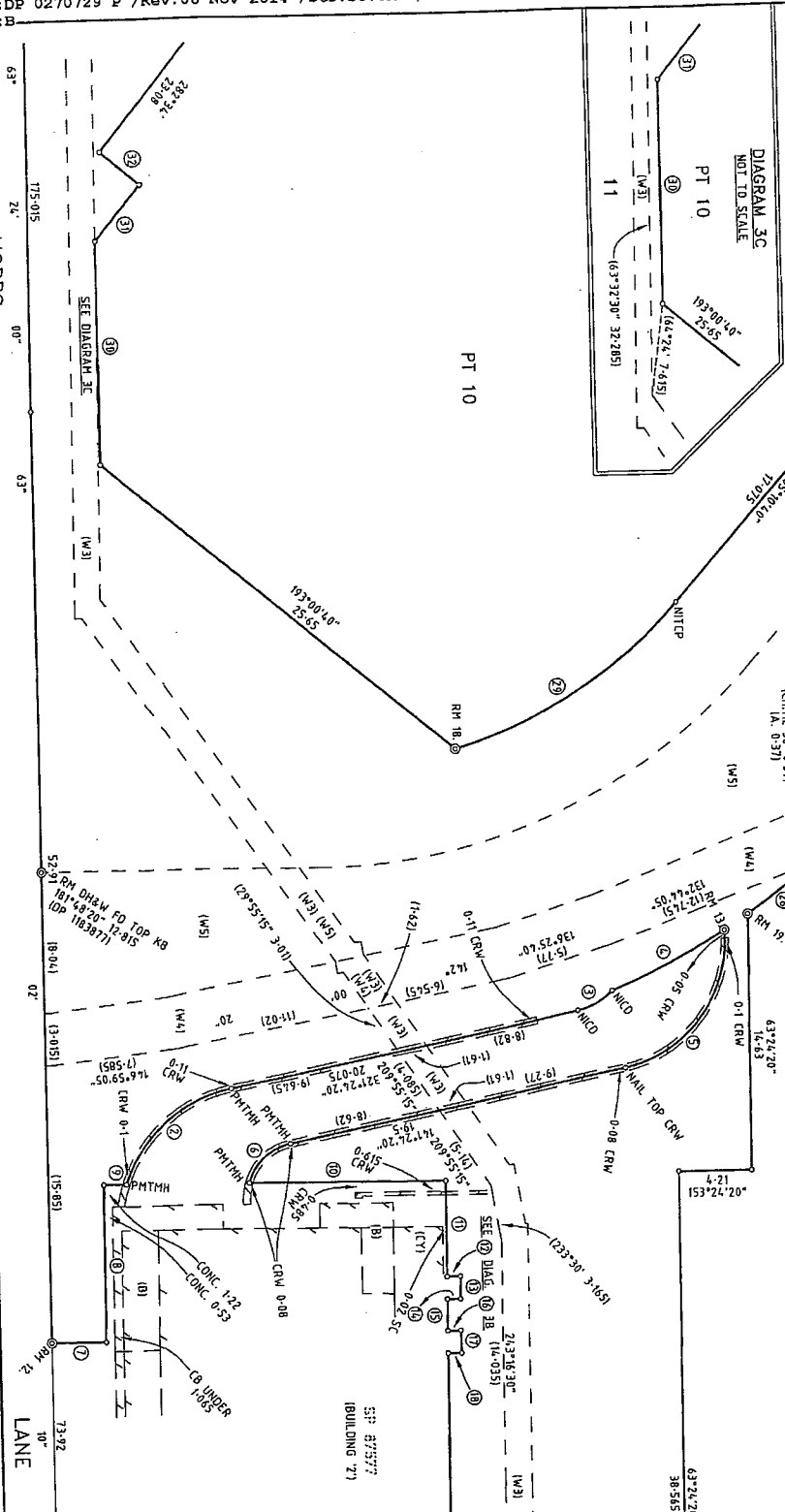
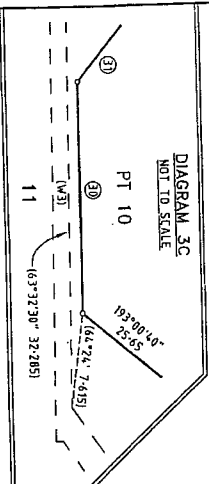
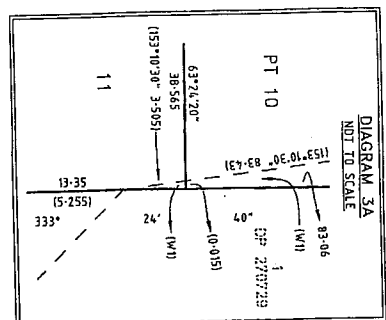
COMMUNITY LAND DEVELOPMENT ACT
This is sheet 15 of DP270729 and it replaces sheets 10, 11 & 12 as regards lot 9 and is an additional sheet.

Sheet No. 3 of 5
Sheets

SEE SHEET 5 FOR DIAGRAM 7
SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS
SEE SHEET 5 FOR THE SCHEDULE OF SHORT & CURVED BOUNDARIES

- (W1) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP171095)
- (W2) EASEMENT FOR ACCESS PURPOSES
- (W3) EASEMENT FOR DRAINAGE PURPOSES 15 WIDE
- (W4) EASEMENT FOR DRAINAGE PURPOSES 15 WIDE & VARIABLE WIDTH (DP171095)
- (W5) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP183877)
- (W6) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (DP183877)
- (E2) EASEMENT FOR ENCROACHING CONCRETE SLAB VARIABLE WIDTH (DP 270729)

SC DENOTES STONE CLADDING
(OSFCW) DENOTES OUTSIDE FACE OF CONCRETE WALL
PMTM DENOTES PUNCH MARK ON TOP OF METAL HAND RAIL
CRW DENOTES CONCRETE RETAINING WALL
CB DENOTES CONCRETE BLOCK WALL
ICV DENOTES COURTYARD
IB) DENOTES BALCONY CONCRETE DRIVEWAY
NCD DENOTES NAIL IN TEMPORARY CONCRETE PATH
NTPC DENOTES NAIL IN TEMPORARY CONCRETE PATH



0	20	40	60	80	100	120	140
10	20	30	40	50	60	70	80

Surveyor: Wayne Allen Oliver-Tuck
Date of Survey: 11/5/2013
Surveyor's Ref: 121607-Epping-STG-CPS

PLAN OF
SUBDIVISION OF LOT 9 DP270729.

LGA: PARAMATTA
Locality: EPPING
Subdivision No: 155

Registered
10.7.2013

DP270729
ADDITIONAL SHEET 15

Epping-STG-CPS

Approved Form 15

COMMUNITY LAND DEVELOPMENT ACT
This is sheet 16 of DP270729 and it replaces sheets 10,11 & 12.
It reverts lot 9 and is an additional sheet.

PT 10

& VARIABLE WIDTH IDP11838

SEE SHEET 13 FOR THE SCHEMATIC
OF REFERENCE MARKS



DETAIL PLAN

Approved Form 15
COMMUNITY LAND DEVELOPMENT ACT
This is sheet 11 of DP 270729 and it replaces sheets 10.11 & 12 as regards lot 9 and is an additional sheet.

- (ES4) EASEMENT FOR ENCLOSING STRUCTURE (ES4)
0-15 WIDE (DP270729)
(W3) EASEMENT FOR DRAINAGE PURPOSES 15 WIDE
& VARIABLE WIDTH (DP1710951)
(W5) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
& VARIABLE WIDTH (DP183877)
(W6) EASEMENT FOR DRAINAGE PURPOSES 15 WIDE
& VARIABLE WIDTH (DP183877)

DIAGRAM 6
SCALE 1:400

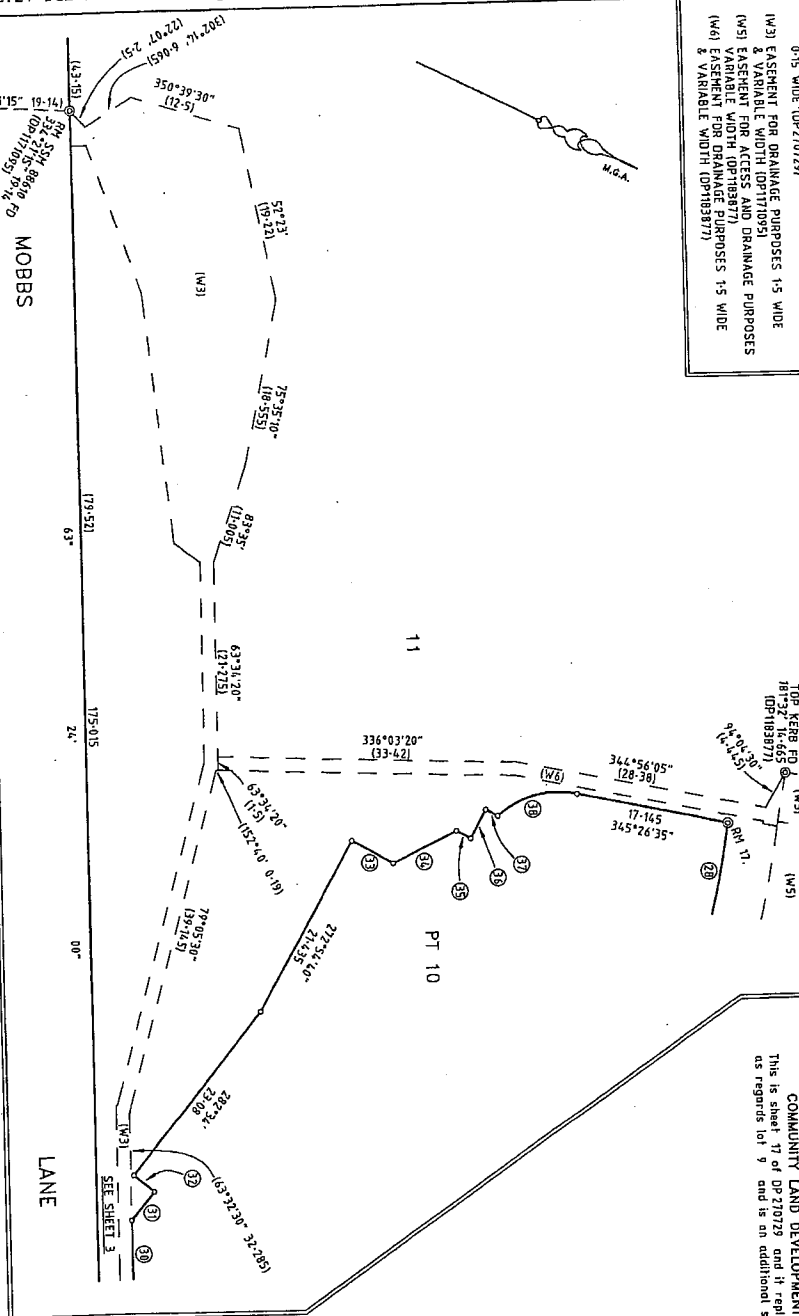
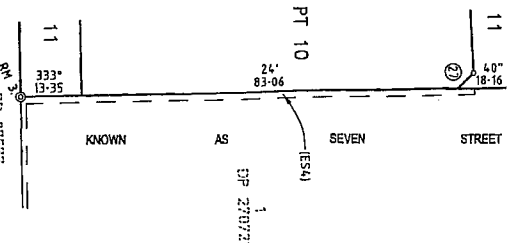


DIAGRAM 7
SCALE 1:800



MARK	AREA CO-ORDINATES	ZONE	56 CLASS ORDER	SOURCE
SSM 67481	321 54.342	6 260 338-13	C	SCMS 8/5/13
SSM 50488	321 437.889	6 260 293-126	C	SCMS 8/5/13
SSM 89258	320 990.682	6 260 661-126	B	SCMS 8/5/13
SSM 88610	321 151.708	6 260 139-272	C	SCMS 8/5/13
SSM 112655	321 010.115	6 260 084-351	C	SCMS 8/5/13
VILLAMOOD	312 919.842	6 264 226-619	2A	SCMS 8/5/13
COWAN II	330 356.138	6 281 393-606	2A	SCMS 8/5/13
SSM 167930	321 420	6 260 339	U	SCMS 8/5/13
SSM 167931	321 325	6 260 292	U	SCMS 8/5/13
SSM 167932	321 289	6 260 369	U	SCMS 8/5/13
SSM 167933	321 365	6 260 416	U	SCMS 8/5/13

FROM	TO	CONNECTION
SSM 50488	SSM 167930	331.4715° 4.6-39
SSM 67481	SSM 167933	129.7620° 19.4-39

SCHEDULE OF REFERENCE MARKS
(VIDE DP 270729)

RM	REF. TO CORNER	MARK
2	154.57.40° 15.9-45	SSM 167930 FD
3	184.13.40° 18.7	SSM 167931 FD
4	288.36.20° 17.6-35	SSM 167932 FD
5	4.32.15° 9.66	SSM 167933 FD
7	6.32.20° 3.2-25	DB&W IN GUTTER FD
9	112.16° 5.6-85	DB&W TOP KB FD
10	91.36° 9.1-95	DB&W TOP KB FD

RM	REF. TO CORNER	MARK
6	339.11° 5.4-1	DB&W TOP KB
7	330.19° 17.2	DB&W TOP KB
14	65.12.20° 11.28	DB&W TOP KB
15	261.35.50° 12.0-5	DB&W TOP KB
16	306.72° 6.75	DB&W TOP KB
17	140.09° 4.6-2	DB&W TOP KB
18	246.59° 4.6-2	DB&W TOP KB
19	336.31.20° 10.5-55	DB&W TOP KB

NOTE:
DMS 4.11 & 12 ARE DEFERRED REFERENCE MARKS TO BE PLACED UPON COMPLETION OF SITE WORKS. (VIDE DP 270729)
THE LOCATION OF REFERENCE MARKS IN THIS PLAN HAS BEEN DEFERRED IN ACCORDANCE WITH CLAUSE 139 OF THE SURVEYING REGULATION 1994 WHEN PLACED, THE NATURE AND POSITION OF THE REFERENCE MARKS WILL BE SHOWN IN A SCHEDULE ON A SEPARATE SHEET ANNEXED TO THIS PLAN.

2012

LINE	BEARING	DISTANCE	ARC RADIUS
2	CH.291.56°	8.0-55	8.4-35 8-2
3	CH.304.07°	2.2-6	2.2-55 3-8
4	CH.306.19°	1.3-75	1.3-85 4.3-5
5	CH.100.19°	9.7-2	10.6-55 7-4
6	CH.290.17°	3.7-05	3.7-85 3-1
7	333.24.50°	3.1-1	3.1-1
8	243.24.50°	3.1-1	3.1-1
9	333.24.50°	1.1-55	1.1-55
10	43.72.50°	5.4-85	5.4-85
12	332.30°	0.7-6	0.7-6
13	64.4.4°	1.3-05	1.3-05
14	153.14°	0.7-3	0.7-3
15	332.24.50°	1.8-15	1.8-15
16	332.24.50°	0.7-3	0.7-3
17	62.05°	1.3	1.3
18	153.24.50°	0.7-6	0.7-6
19	CH.212.50.25°	4.6-85	4.3-39 4.3-5
20	CH.22.40.15°	36.0-55	39.2-25 28-0
21	343.55.20°	3.6-1	3.6-1
22	148.81.40.35°	30.5-5	30.6-55 113-5
23	98.14.0°	3.0-8	3.0-8
24	130.00.30°	4.7-1	4.7-1
25	CH.116.01.30°	5.0-0	5.0-05 4.3-5
26	CH.116.01.30°	4.9-35	4.9-35
27	289.05.20°	55.9-1	56.705 97-5
28	CH.88.30.55°	15.0-95	15-29 27-5
29	CH.174.06.20°	12.6-4	12.6-4
30	24.30.02.10°	4.0-5	4.0-5
31	283.00.40°	4.0-5	4.0-5
32	192.00.40°	5.3-1	5.3-1
33	283.00.40°	7.9-6	7.9-6
34	308.16.30°	1.7-9	1.7-9
35	370.04.0°	3.5-7	3.5-7
36	273.00.40°	1.5-25	1.5-25
37	3.00.40°	9.2-55	9.2-55
38	CH.319.25.20°	9.5-8	10.5-5

Surveyor: Wayne Allen Oliver-Tuck
Date of Survey: 17/5/2013
Surveyor's Ref: 124607-EPPING-ST02-CPS
SP 87577

PLAN OF
SUBDIVISION OF LOT 9 DP270729.

LOCAL: PARAKMATTIA
Locality: EPPING
Subdivision No: 155

Registered
10.7.2013

ADDITIONAL SHEET 12
DP270729

\\Epping-ST02-CPS

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Approved Form 15

COMMUNITY LAND DEVELOPMENT ACT
This is sheet 19 of DP270729 and it replaces sheet 14 as regards lot 11 and is an additional sheet.

Sheet No. 2 of 6 Sheets

DETAIL PLAN

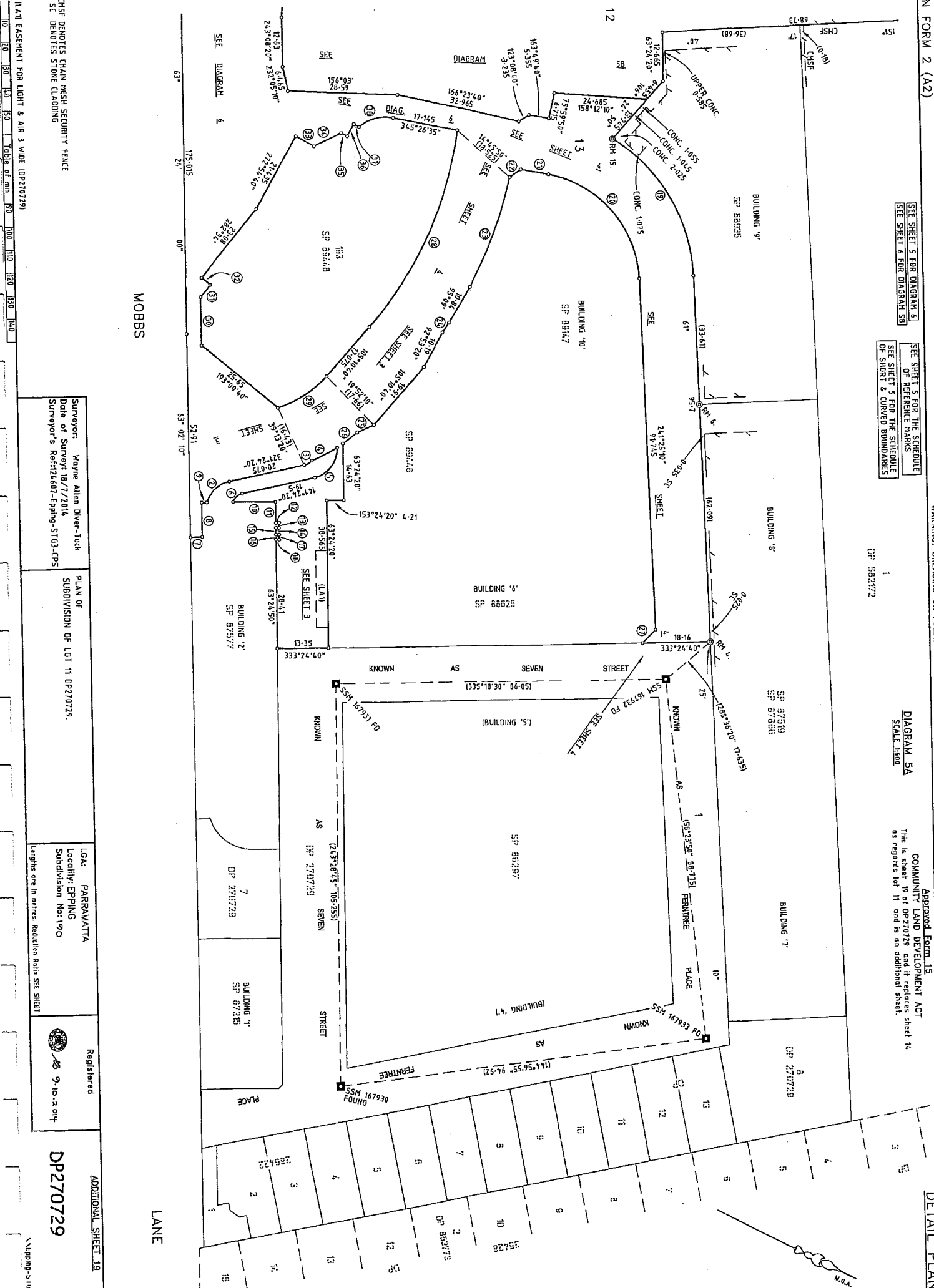
SEE SHEET 5 FOR DIAGRAM 6
SEE SHEET 6 FOR DIAGRAM 5B

SEE SHEET 5 FOR THE SCHEDULE
OF REFERENCE MARKS
SEE SHEET 5 FOR THE SCHEDULE
OF SHORT & CURVED BOUNDARIES

DIAGRAM 5A
SCALE 1:600

1
EPP 562172

Req:R096148 /Doc:DP 0270729 P /Rev:06-Nov-2014 /Sts:SC.OK /Prt:27-Feb-2015 11:56 /Pgs:ALL /Seq:19 of 41
Ref:15/0064 /Src:B



ILAN EASEMENT FOR LIGHT & AIR 3 WIDE (DP270729)

NSF DEMONSTRATES CHAIN SECURITY FENCE

SEE DEMONSTRATES STONE CLADDING

Surveyor: Wayne Allen Diver-Tuck

Date of Survey: 18/7/2014

Surveyor's Ref: 124607-Epping-STG3-CPS

PLAN OF SUBDIVISION OF LOT 11 DP270729

LSA: PARRAMATTA

Locality: EPPING

Subdivision No: 190

Lengths are in metres. Reduction Ratio SEE SHEET

Registered

DP 270729

DP270729

ADDITIONAL SHEET 19

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Approved Form 15

COMMUNITY LAND DEVELOPMENT ACT
This is sheet 20 of DP270729 and it replaces sheet 15
as required for 11 and is an additional sheet.

DETAIL PLAN

SEE SHEET 5 FOR DIAGRAM 1
SEE SHEET 5 FOR THE SCHEDULE
OF SHORT & CURVED BOUNDARIES

- (W1) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP1111095)
- (W2) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (W3) EASEMENT FOR DRAINAGE PURPOSES 1.5 WIDE
- (W4) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP1111095)
- (W5) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
- (W6) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE WIDTH (DP1107227)
- (W7) EASEMENT FOR SUPPORT (EFS1) 0.4 & 0.6 WIDE (DP1109651)
- (W8) EASEMENT FOR SUPPORT (EFS2) 0.4 & 0.6 WIDE (DP1109645)
- (W9) EASEMENT FOR OVERHAND 1 WIDE & VARIABLE (DP1109645)

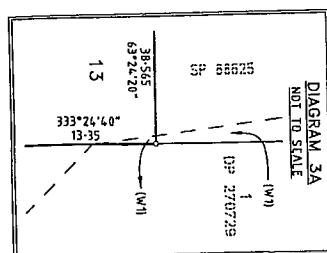


DIAGRAM 6
SCALE 1:400

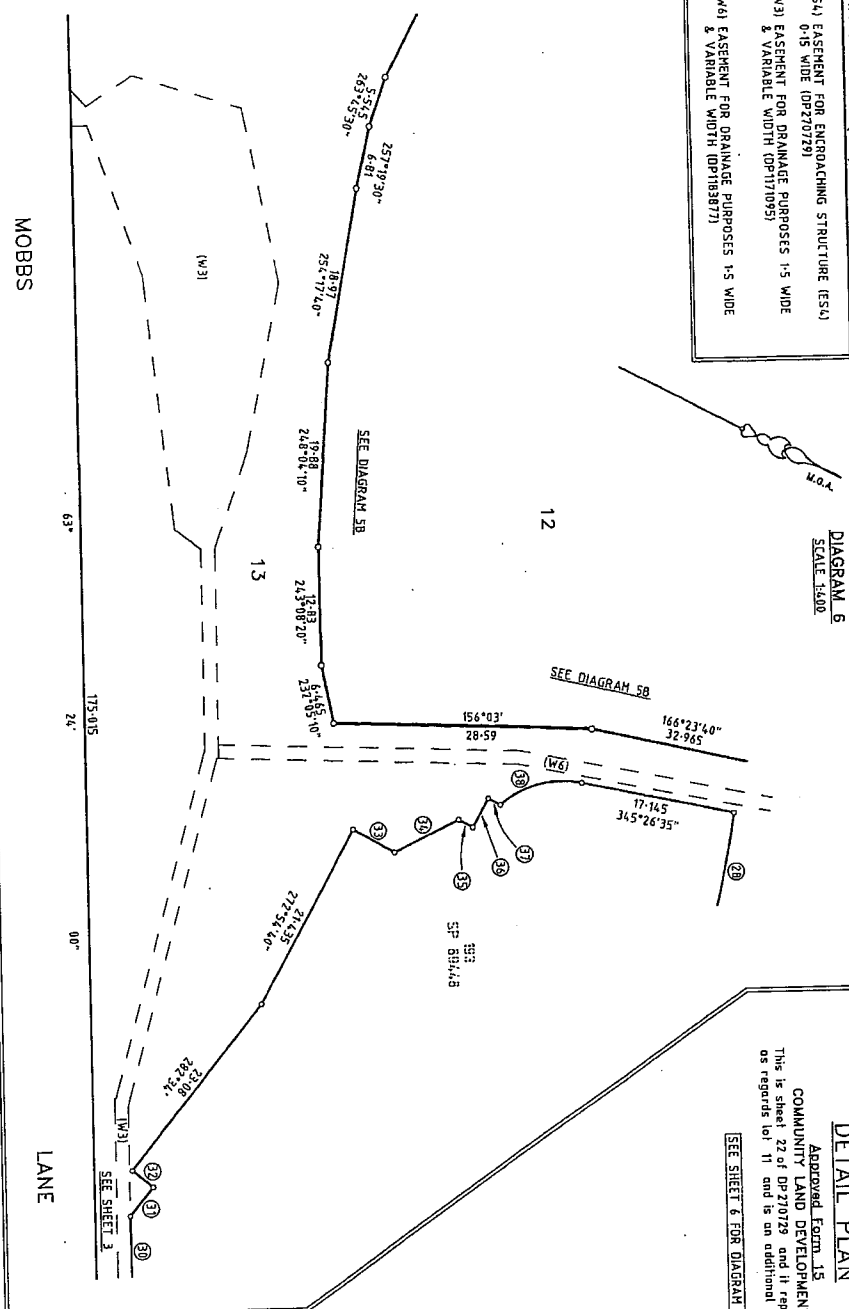
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN

Approved Form 15

COMMUNITY LAND DEVELOPMENT ACT
This is sheet 22 of DP270729 and it replaces sheet 17
as regards lot 11 and is an additional sheet.

SEE SHEET 6 FOR DIAGRAM 5E



SURVEYING AND SPATIAL INFORMATION ZONE 2072 CLASS		SOURCE	
MARK	EA CO-ORDINATES	ZONE 56 CLASS	ORDER
	EATING		
SSM 61.481	321 52.4+327	6 260 338+713	C
SSM 504.88	321 1.337-889	6 260 223-724	C
SSM 819.58	320 99.7-862	6 260 661+726	B
SSM 882.58	321 55.1-105	6 260 339-738	C
SSM 886.0	321 05.0-105	6 260 084-351	C
SSM 126.65	312 09.4-115	6 260 084-351	C
TS 180.7	312 319.8-68	6 261 229-646	A
TS 120.95	330 336-155	6 261 303-630	A
SSM 167.930	321 42.0	6 260 339	U
SSM 167.931	321 325	6 260 332	U
SSM 167.932	321 289	6 260 369	U
SSM 167.933	321 365	6 260 476	U
COMBINED SCALE FACTOR 0.999977			

SSM CONNECTIONS		
FROM	TO	CONNECTION
SSM 50488	SSM 167930	337°47'15" 4.8-39
SSM 67481	SSM 167933	293°26'20" 19.4-39

RM	REF. TO CORNER	MARK
4	288°26'20" 17-635	SSM 167932 FD
6	339°11" 5-41	DH&W TOP KB FD
15	261°35'50" 12-015	DH&W TOP KB FD

SCHEDULE OF SHOOT & CURVED BOUNDARIES				
LINE	BEARING	DISTANCE	ARC	RADIUS
2	CH 291°56'	8.065	8-53	8.2
3	CH 301°07'	2.6	2-52	3.6
4	CH 306°19'	2.735	7-52	4.5
5	CH 300°19'	9.72	10-03	10.5
6	CH 299°17'	3.205	3-53	3.4
7	333°24.50"	3.41		
8	243°24.50"	3.16		
9	333°24.50"	3.16		
10	333°24.50"	11.05		
11	63°24.50"	5.485		
12	332°23'0"	0.16		
13	64°44.4"	1.305		
14	53°14.4"	0.73		
15	63°24.50"	1.015		
16	332°24.4"	0.13		
17	62°05'	1.3		
18	152°24.50"	0.16		
19	CH 219°50.35'	4.165	43-39	43.5
20	CH 224°0.15'	36.305	39-25	27-0
21	34°34.55.20"	7.49		
22	122°01'0"	3.61		
23	CH 84°20.35'	30.35	30-64.5	113-5
24	98°40"	4.71		
25	219°00.30"	4.11		
26	CH 116°17.10"	5.505	43-5	
27	289°55.05"	5.501	55-105	97-5
28	CH 116°17.10"	15.095	15-29	27-5
29	213°02.10"	12.64		
30	283°00.40"	4.015		
31	193°00.40"	2.92		
32	3°00.40"	5.31		
33	308°16.30"	7.96		
34	3°00.40"	1.79		
35	213°00.40"	3.57		
36	3°00.40"	1.555		
37	CH 139°25.20"	9.255	13-58	10-55

Surveyor: Wayne Allen Diver-Tuck
Date of Survey: 18/7/2016
Surveyor's Ref:124607-Epping-STG3-CP9

PLAN OF
SUBDIVISION OF LOT 11 DP270729

LGA: PARRAMATTA
Locality: EPPING
Subdivision No: 1900
Lengths are in metres. Reduce

Re

ADDITIONAL SHEET 22

DP270729

\\pepping-STG3-CPS

PLAN FORM 2 (A2)

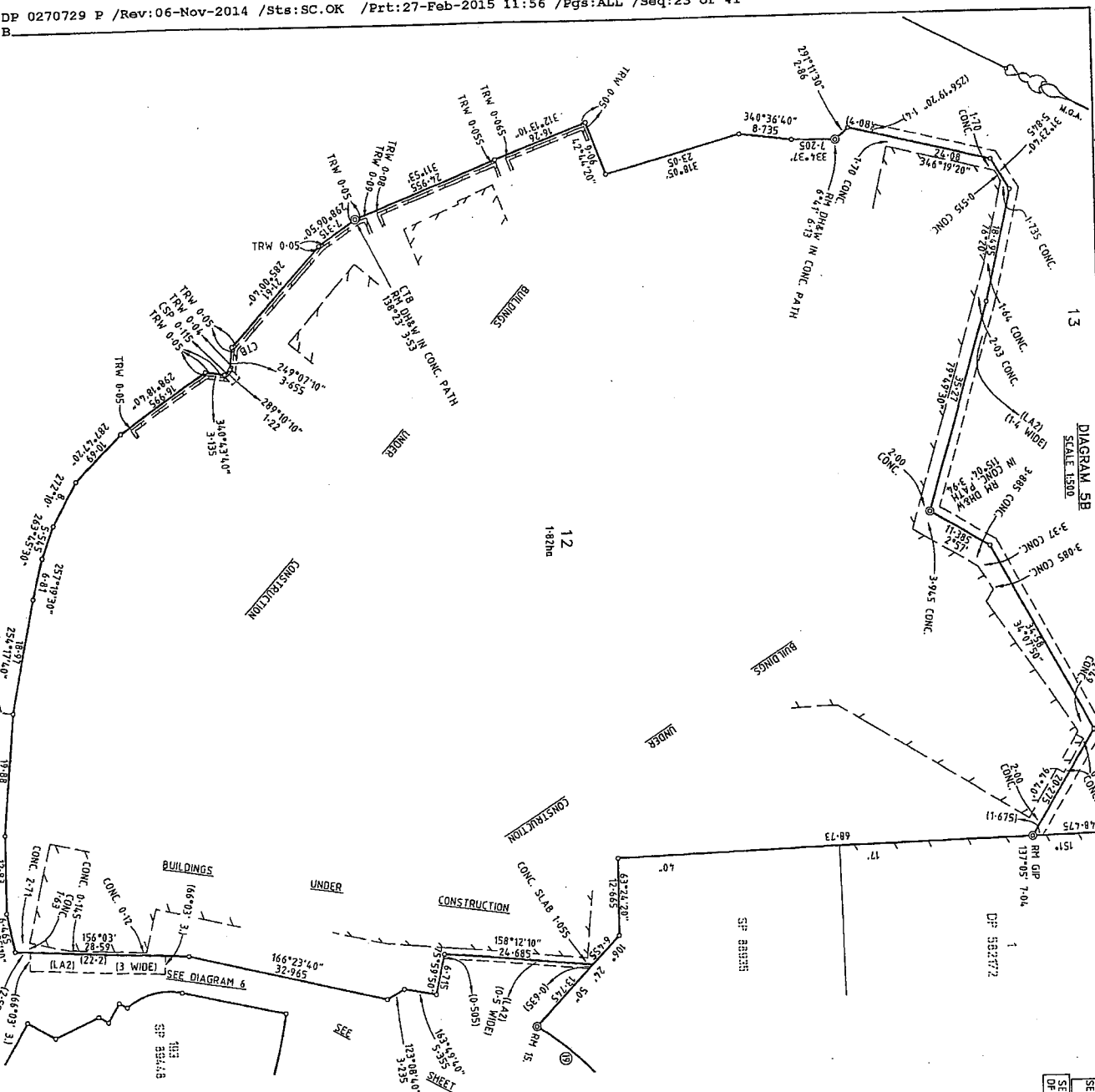
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SEE SHEET 5 FOR DIAGRAM 6
 SEE SHEET 5 FOR THE SCHEDULE
 OF REFERENCE MARKS
 SEE SHEET 5 FOR THE SCHEDULE
 OF SHORT & CURVED BOUNDARIES

DETAIL PLAN

Approved Form 15
 COMMUNITY LAND DEVELOPMENT ACT
 This is sheet 23 of DP 270729 and it replaces sheets 13, 14, & 16
 as regards lot 11 and is an additional sheet.

Sheet No. 6 of 6 Sheets



TO SH 88610
 188°18'35" S 55°44'5"

PLAN OF
 SUBDIVISION OF LOT 11 DP270729.

LGA: PARRAMATTA
 Locality: EPPING
 Subdivision No: 190



Registered
 16/09/2014

ADDITIONAL SHEET 23

DP270729

\\Epping-STG3-CPS

CSP DENOTES CONCRETE STORMWATER PIT
 CTB DENOTES CLOUT IN TIBBER BASE
 TRW DENOTES TIBBER RETAINING WALL

(LA2) EASEMENT FOR LIGHT & AIR 0.5, 1.4 & 3 WIDE

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

Scale of m

[illegible]

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. EASEMENT FOR ENCROACHING STRUCTURE (ES1)
0-15 WIDE
2. EASEMENT FOR ENCROACHING STRUCTURE (ES2)
0-15 WIDE
3. EASEMENT FOR ENCROACHING STRUCTURE (ES3)
0-15 WIDE
4. EASEMENT FOR ENCROACHING STRUCTURE (ES4)
0-15 WIDE
5. EASEMENT FOR SWITCH ROOM 1-515 WIDE
6. EASEMENT FOR SWITCH ROOM ACCESS 1 & 1-2 WIDE
7. EASEMENT FOR ELECTRICITY CABLES OVER EXISTING LINE OF CONDUITS & CABLES



DP270729 S

Office Use Only

(Doc A)

Registered: 03-02-2012

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF
SUBDIVISION OF LOT 201 DP1170138.

LGA: PARRAMATTA

Locality: EPPING

Parish: FIELD OF MARS

County: CUMBERLAND

Survey Certificate

I, Wayne Allen Diver-Tuck
of JBW Surveyors Pty Ltd ACN 001 149 373

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed

on: 1/12/2011
The survey relates to

THE LOTS SHOWN

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

Signature: Wayne Allen Diver-Tuck Dated: 1/12/2011

Surveyor registered under Surveying and Spatial Information Act, 2002

Datum Line: "X" - "Y" MGA

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 1170138
DP 1170858
DP 1171095

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 124607-Epping-Community

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
(insert 'subdivision' or 'new road')

Patrick Egan

*Authorised Person/*General Manager/*Accredited Certifier

Consent Authority: PATRICK EGAN MCNAMARA

Date of Endorsement: 16-1-12

Accreditation no: BPB 0264

Subdivision Certificate no: 134

File no: 77481.SC.02

* Strike through inapplicable parts.

\\Epping-CommunityPlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 201 DP1170138.	Use Only	DP270729
	(DOC A)	Office Use Only
Registered:  03-02-2012		

Subdivision Certificate No.: 134	Date of Endorsement: 16-1-12
----------------------------------	------------------------------

Name of Development (Optional) "EPPING PARK"	Address for Service of Notices MERITON STRATA MANAGEMENT LEVEL 11 528 KENT STREET, SYDNEY NSW 2000
---	--

WARNING STATEMENT (Approved Form 7) This document shows an initial schedule of unit entitlements for the Community Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989. Any changes will be recorded in a replacement schedule. UPDATE NOTE (Approved Form 8) This document contains *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^..... * Strike out whichever is inapplicable ^ Insert date	VALUER'S CERTIFICATE (Approved Form 9) I, <u>Barry Lyndon Russ</u> of <u>40/9-23 BRUCE Ave KILMARNOCK</u> being a Valuer registered under the Valuers Registration Act 1975, certify that (a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^ <u>5/1/2012</u> (b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^ <u>5/1/2012</u> being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule. Signature <u>B. L. Russ</u> Date: <u>9/1/2012</u> * Strike out whichever is inapplicable ^ Insert date of valuation
---	---

INITIAL SCHEDULE OF UNIT ENTITLEMENT
(if space is insufficient use additional annexure sheet-Plan Form 6A)

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	6,382	
3	13,618	

AGGREGATE 20,000

HISTORICAL FILE

SEE ADMINISTRATION SHEET 2 (DOC.B)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF
SUBDIVISION OF LOT 201 DP1170138.

DP270729

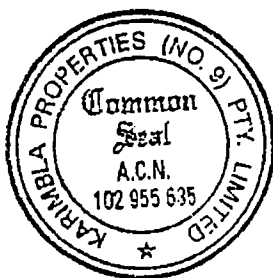
Office Use Only

(Doc A)
Office Use Only

Registered:  03-02-2012

Subdivision Certificate No: 134

Date of Endorsement: 16-1-12

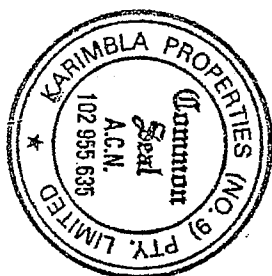


ROBYN McCULLY
SECRETARY

Peter Spira

DIRECTOR

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.



SECRETARY

KYLIE McGOVERN

DIRECTOR

Peter Spira

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

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

Signature:.....

Date:.....

File Number:.....

Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental
Planning and Assessment Act 1979 have been satisfied in relation
to:

the proposed SUBDIVISION set out herein
(insert 'subdivision' or 'new road')

PMQ
*Authorised Person/*General Manager/*Accredited Certifier
Consent Authority: PATRICK GERRARD MCNAMARA

Date of Endorsement: 16-5-2012

Accreditation no: BPB 0264

Subdivision Certificate no: 138

File no: 77481. SC.03

* Strike through inapplicable parts.

Office Use Only



DP270729 S (DOC.B)

Registered: 18 6.6.2012

Title System: **TORRENS**

Purpose: **SUBDIVISION**

PLAN OF
SUBDIVISION OF LOT 3 DP270729.

LGA: **PARRAMATTA**

Locality: **EPPING**

Parish: **FIELD OF MARS**

County: **CUMBERLAND**

Survey Certificate

I, Wayne Allen Diver-Tuck
of JBW Surveyors Pty Ltd ACN 001 149 373

a surveyor registered under the Surveying and Spatial Information Act 2002,
certify that the survey represented in this plan is accurate, has been made
in accordance with the Surveying and Spatial Information Regulation 2006
and was completed

on: 14/3/2012
The survey relates to

THE LOTS SHOWN

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

Wayne Allen Diver-Tuck
Signature Dated: 14/3/2012

Surveyor registered under Surveying and Spatial Information Act, 2002

Datum Line: "X"-Y" MGA

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 1170138
DP 1170858
DP 1171095
DP 270729

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 124699-Epping-Bldg3-CPS

\\Epping-Bldg 3-CPS

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 3 DP270729.	DP270729 (DOC.B)
Office Use Only	
Registered: 18 6.6.2012	

Subdivision Certificate No.: 138	Date of Endorsement: 77481 16-5-2012
---	--

Name of Development (Optional) . "EPPING PARK"	Address for Service of Notices MERITON STRATA MANAGEMENT LEVEL 11 528 KENT STREET, SYDNEY NSW 2000
---	--

WARNING STATEMENT (Approved Form 7) This document shows an initial schedule of unit entitlements for the Community Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989. Any changes will be recorded in a replacement schedule.	VALUER'S CERTIFICATE (Approved Form 9) <i>Barry Lyndon Russ</i> of <i>40/9-23 BUCK AVE KILLARA</i> being a Valuer registered under the Valuers Registration Act 1975, certify that *(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^ *(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on <i>5/1/2012</i> being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule. Signature <i>[Signature]</i> Date: <i>28/3/2012</i> *Strike out whichever is inapplicable ^Insert date of valuation
UPDATE NOTE (Approved Form 8) This document contains *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^..... * Strike out whichever is inapplicable ^ Insert date	

INITIAL SCHEDULE OF UNIT ENTITLEMENT
(if space is insufficient use additional annexure sheet-Plan Form 6A)

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	6,382	
3	SUBD. INTO LOTS 4 & 5	SEE ADDITIONAL SHEETS 6,7 & 8
4	439	
5	13,179	

AGGREGATE 20,000 **HISTORICAL FILE**
SEE ADMINISTRATION SHEET 2 (DOC.C)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF
SUBDIVISION OF LOT 3 DP270729.

DP270729

(Doc.B)

Office Use Only

Registered:  16 6.6.2012

Subdivision Certificate No: 138

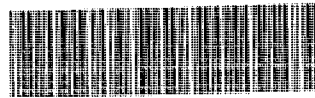
Date of Endorsement: 16-5-2012

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.



DP270729 S

(Doc. C)

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

1. EASEMENT FOR SERVICES 1-2 WIDE
2. EASEMENT FOR ENCROACHING CONCRETE SLAB VARIABLE WIDTH



Peter Spira
DIRECTOR
Peter Spira

Kylie McGovern
SECRETARY
KYLIE MCGOVERN

PLACEMENT OF REFERENCE MARKS IN LOTS 6, 7 & 9 HAS BEEN DEFERRED IN ACCORDANCE WITH CLAUSE (39) OF THE SURVEYING REGULATION 2006. WHEN PLACED, THE NATURE AND POSITION OF THE REFERENCE MARKS WILL BE SHOWN IN A SCHEDULE ON A SEPARATE SHEET ANNEXED TO THIS PLAN.

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed **SUBDIVISION** set out herein
(insert 'subdivision' or 'new road')

Patrick Gerard McNamara

*Authorised Person/*General Manager/*Accredited Certifier

Consent Authority: **PATRICK GERARD MCNAMARA**

Date of Endorsement: **17TH AUGUST 2012**

Accreditation no: **BPB 0264**

Subdivision Certificate no: **143**

File no: **77481.SC.05**

* Strike through inapplicable parts.

Registered: **29.8.2012**

Title System: **TORRENS**

Purpose: **SUBDIVISION**

PLAN OF
SUBDIVISION OF LOT 5 DP270729.

LGA: **PARRAMATTA**

Locality: **EPPING**

Parish: **FIELD OF MARS**

County: **CUMBERLAND**

Survey Certificate

I, **Wayne Allen Diver-Tuck**
of **JBW Surveyors Pty Ltd ACN 001 149 373**

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed

on: **8/6/2012**

The survey relates to

THE LOTS SHOWN

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

Wayne Allen Diver-Tuck
Signature: Dated: **6/7/2012**

Surveyor registered under Surveying and Spatial Information Act, 2002

Datum Line: **"X" - "Y" MGA**

Type: **Urban/Rural**

Plans used in the preparation of survey/compilation

DP 1170138
DP 1170858
DP 1171095
DP 270729
DP 286422

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: **124698-Epping-B1B2-CPS**

\\Epping-Bldgs 1-2 CPS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF
SUBDIVISION OF LOT 5 DP270729.

DP270729

(Doc. C)

Registered:



18 29.8.2012

Subdivision Certificate No.: 143

Date of Endorsement: 17TH AUGUST 2012

Name of Development (Optional)

"EPPING PARK"

Address for Service of Notices

MERITON STRATA MANAGEMENT
LEVEL 11
528 KENT STREET,
SYDNEY NSW 2000

WARNING STATEMENT (Approved Form 7)

This document shows an initial schedule of unit entitlements for the Community Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.

Any changes will be recorded in a replacement schedule.

UPDATE NOTE (Approved Form 8)

This document contains *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^.....

* Strike out whichever is inapplicable

^ Insert date

VALUER'S CERTIFICATE (Approved Form 9)

I, BARRY LYNDON THOSS
of 40/19-23 BASSE AVE KILMARNOCK
being a Valuer registered under the Valuers Registration Act 1975, certify that

*(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on

^.....

*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on 5/1/2012 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.

Signature [Signature] Date: 9/8/2012

*Strike out whichever is inapplicable ^Insert date of valuation

INITIAL SCHEDULE OF UNIT ENTITLEMENT

(If space is insufficient use additional annexure sheet-Plan Form 6A)

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	6,382	
3	SUBD. INTO LOTS 4 & 5	SEE ADDITIONAL SHEETS 6,7 & 8
4	439	
5	SUBD. INTO LOTS 6 - 9	SEE ADDITIONAL SHEETS 9-12
6	535	
7	1	
8	1	
9	12,642	

AGGREGATE 20,000

HISTORICAL FILE

SEE ADMINISTRATION SHEET (DOC. D)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

PLAN OF
SUBDIVISION OF LOT 5 DP270729.

DP270729

(Doc. C)

Office Use Only

Registered:



SB 29.8.2012

Subdivision Certificate No: 143

Date of Endorsement: 17TH AUGUST 2012

SURVEYOR'S REFERENCE: 124698-Epping-B1B2-CPS

\\Epping-Bldgs 1-2 CPS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  10.7.2013 *W*

Title System: TORRENS

Purpose: SUBDIVISION



DP270729 S

(DOC.D)

PLAN OF

SUBDIVISION OF LOT 9 DP270729.

LGA: PARRAMATTA

Locality: EPPING

Parish: FIELD OF MARS

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Survey Certificate

I, WAYNE ALLEN DIVER-TUCK

of JBW Surveyors Pty Ltd ACN 001 149 373

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

* (a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on: 17/5/2013

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

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

Signature *Wayne Diver-Tuck* Dated: 17/5/13

Surveyor ID: 941

Datum Line: "X"-"Y" MGA

Type: Urban/Rural

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

* Strike through if inapplicable.

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

Subdivision Certificate

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

Signature: *P. Mcnamara*

Accreditation number: BPB 0264

Consent Authority: ACCREDITED CERTIFIER

Date of Endorsement: 21ST JUNE 2013

Subdivision Certificate number: 155

File number: 77481 SC.06

* Strike through if inapplicable.

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

Plans used in the preparation of survey/compilation

DP 1170138
DP 1170858
DP 1171095
DP 270729
DP 286422
DP 1183877

If space is insufficient continue on PLAN FORM 6A

SIGNATURES, SEALS and 88B STATEMENTS should appear on PLAN FORM 6A

SURVEYOR'S REFERENCE: 124607-Epping-STG2-CPS

\\Epping-STG2-CPS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:



10.7.2013

W

DP270729

PLAN OF

SUBDIVISION OF LOT 9 DP270729.

(Doc.D)

Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A

Subdivision Certificate No: 155

Date of Endorsement: 21ST JUNE 2013

Name of Development (Optional)

"EPPING PARK"

Address for Service of Notices

MERITON STRATA MANAGEMENT
LEVEL 11
528 KENT STREET,
SYDNEY NSW 2000

WARNING STATEMENT (Approved Form 7)

This document shows an initial schedule of unit entitlements for the Community, ~~Precinct or Neighbourhood~~ Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.

Any changes will be recorded in a replacement schedule.

UPDATE NOTE (Approved Form 8)

This document contains *updated/~~revised~~ Schedule of Unit Entitlements and replaces the existing schedule registered on ^ 29/8/2012

* Strike through if inapplicable

^ Insert registration date of previous schedule

VALUER'S CERTIFICATE (Approved Form 9)

I, BARRY LYNDON RUSSELL
of 40/19-23 BRUCE AVE KILLARA
being a Valuer registered under the Valuers Registration Act 1975, certify that

* (a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^

* (b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^ 5/1/2012 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.

Signature B.L.R. Dated: 18/6/2013

* Strike through if inapplicable

^ Insert date of valuation

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	6,382	SP86297
3	SUBD. INTO LOTS 4 & 5	SEE ADDITIONAL SHEETS 6,7 & 8
4	439	DP 286412
5	SUBD. INTO LOTS 6 - 9	SEE ADDITIONAL SHEETS 9-12
6	535	SP87215
7	1	
8	1	
9	SUBD. INTO LOTS 10 & 11	SEE ADDITIONAL SHEETS 13-17
10	5,077	
11	7,565	

AGGREGATE 20,000

HISTORICAL FILE

SEE ADMINISTRATION SHEET (DOC. E)

If space is insufficient use annexure sheet-Plan Form 6A

SURVEYOR'S REFERENCE: 124607-Epping-STG2-CPS

\\Epping-STG2-CPS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  10.7.2013 *MA*

PLAN OF
SUBDIVISION OF LOT 9 DP270729.



DP270729 K

---(DOC.D)

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

Subdivision Certificate No: 155
Date of Endorsement: 21ST JUNE 2013

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

1. EASEMENT FOR LIGHT & AIR 3 WIDE

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
10	N/A	N/A	N/A	EPPING
11	N/A	N/A	N/A	EPPING

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124607-Epping-STG2-CPS

\\Epping-STG2-CPS *

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)
Office Use Only		Office Use Only
Registered:  10.7.2013 <i>W</i>	DP270729 (Doc.D)	
PLAN OF SUBDIVISION OF LOT 9 DP270729.		
Subdivision Certificate No: <u>155</u>	This sheet is for the provision of the following information as required: • A schedule of lots and addresses-See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals-see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Date of Endorsement: <u>21ST JUNE 2013</u>		




DIRECTOR
PETER SPIRA


SECRETARY
KYLIE MCGOVERN

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:



BB 9.10.2014

Title System: TORRENS

Purpose: SUBDIVISION



DP270729 S

(Doc.E)

PLAN OF

SUBDIVISION OF LOT 11 DP270729.

LGA: PARRAMATTA

Locality: EPPING

Parish: FIELD OF MARS

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Survey Certificate

I, WAYNE ALLEN DIVER-TUCK

of JBW Surveyors Pty Ltd ACN 001 149 373

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

~~*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate~~

~~and the survey was completed on:~~

*(b) The part of the land shown in the plan being Lot 12 and the parts of Lot 13 denoted 'C'-'D'-'E' & 'F'-'G'-'H'-'I' was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 18/7/2014 the part not surveyed was compiled in accordance with that Regulation.

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

Signature Wayne Allen Diver-Tuck Dated: 18/7/2014

Surveyor ID: 941

Datum Line: "X"-"Y" MGA

Type: Urban/Rural

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

* Strike through if inapplicable.

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

Subdivision Certificate

I, PATRICK GERARD MCNAMARA

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

Signature: Patrick Gerard McNamara

Accreditation number: BPB 0264

Consent Authority: ACCREDITED CERTIFIER

Date of Endorsement: 18TH SEPTEMBER 2014

Subdivision Certificate number: 190

File number: 77481. SC.07

* Strike through if inapplicable.

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

Plans used in the preparation of survey/compilation

DP 1170138
DP 1170858
DP 1171095
DP 270729
DP 286422
DP 1183877
DP 1187327

If space is insufficient continue on PLAN FORM 6A

SIGNATURES, SEALS and 88B STATEMENTS should appear on PLAN FORM 6A

SURVEYOR'S REFERENCE: 124607-Epping-STG3-CPS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only		Office Use Only	
Registered:  9.10.2014		DP270729	
PLAN OF SUBDIVISION OF LOT 11 DP270729.		(DOC.E)	
Subdivision Certificate No: <u>190</u> Date of Endorsement: <u>18TH SEPTEMBER 2014</u>		Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A	
Name of Development (Optional) "EPPING PARK"		Address for Service of Notices MERITON STRATA MANAGEMENT LEVEL 11 528 KENT STREET, SYDNEY NSW 2000	
WARNING STATEMENT (Approved Form 7) This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989. Any changes will be recorded in a replacement schedule.		VALUER'S CERTIFICATE (Approved Form 9) I, <u>BARRY LYNDON RUSS</u> of <u>40/9-23 BAVERA AVENUE KILARA NSW</u> being a Valuer registered under the Valuers Registration Act 1975, certify that * (a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^..... * (b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^ <u>5/1/2012</u> being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule. Signature <u>B. L. Russ</u> Dated: <u>18/9/2014</u> * Strike through if inapplicable ^ Insert date of valuation	
UPDATE NOTE (Approved Form 8) This document contains *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^ <u>10/7/2013</u> * Strike through if inapplicable ^ Insert registration date of previous schedule			

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	6,382	SP 86297
3	SUBD. INTO LOTS 4 & 5	SEE ADDITIONAL SHEETS 6,7 & 8
4	439	DP 286422
5	SUBD. INTO LOTS 6 - 9	SEE ADDITIONAL SHEETS 9-12
6	535	SP 87215
7	1	
8	1	
9	SUBD. INTO LOTS 10 & 11	SEE ADDITIONAL SHEETS 13-17
10	5,077	SP 88625
11	SUBD. INTO LOTS 12 & 13	SEE ADDITIONAL SHEETS 18-23
12	7,562	SP90290
13	3	

AGGREGATE 20,000

If space is insufficient use annexure sheet-Plan Form 6A

SURVEYOR'S REFERENCE: 124607-Epping-STG3-CPs

\\Epping-STG3-CPs

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:



SB 9.10.2014

DP270729

PLAN OF

SUBDIVISION OF LOT 11 DP270729.

(Doc.E)

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

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

Subdivision Certificate No: 190

Date of Endorsement: 18TH SEPTEMBER 2014

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

1. EASEMENT FOR LIGHT & AIR 0.5, 1.4 & 3 WIDE
2. EASEMENT FOR SERVICES (ENTIRE LOT)
3. EASEMENT FOR PEDESTRIAN ACCESS (ENTIRE LOT)
4. EASEMENT FOR VEHICULAR ACCESS (ENTIRE LOT)

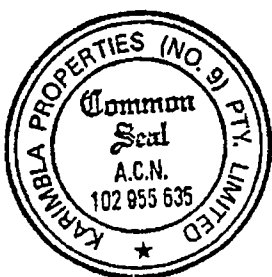
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
12	5-11 & 16-20	EPPING PARK	DRIVE	EPPING
13	N/A	N/A	N/A	EPPING

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124607-Epping-STG3-CPS

\\Epping-STG3-CPS

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)
Office Use Only		Public Use Only
Registered:  18.9.10.2014	DP270729 (Doc.E)	
PLAN OF SUBDIVISION OF LOT 11 DP270729.		
Subdivision Certificate No: 190		This sheet is for the provision of the following information as required: • A schedule of lots and addresses-See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals-see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of Endorsement: 18 TH SEPTEMBER 2014		



ROBYN McCULLY
SECRETARY

Peter Spira
DIRECTOR



DP270729 B

COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 1	03-02-2012	5	12
Document 2	29-8-2012	4	4
Document 3	10.7.2013	5	2
Document 4	9.10.2014	6	5

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED
(INCLUDING COVER SHEET) ☐

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

(Doc 1)
(Sheet 1 of 12 Sheets)

Lengths are in metres



DP270729 B

Plan of subdivision of Lot 201 DP 1170138 covered by
Subdivision Certificate No. 134 dated 16/1/12

Full name and address of the owner
of the land:

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
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 Encroaching Structure (ES1) 0.15 Wide	1	2
2.	Easement for Encroaching Structure (ES2) 0.15 Wide	1	3
3.	Easement for Encroaching Structure (ES3) 0.15 Wide	1	2
4.	Easement for Encroaching Structure (ES4) 0.15 Wide	1	3
5.	Easement for Switch Room 1.515 Wide	2	1, 3
6.	Easement for Switch Room Access 1 & 1.2 Wide	2	1, 3
7. 1	Easement for Electricity Cables Over Existing Line of Conduits & Cables	2	1, 3

Authorised Person

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

(Doc 1)
(Sheet 2 of 12 Sheets)

DP270729

Plan of subdivision of Lot 201 DP 1170138 covered by
Subdivision Certificate No. 134 dated 16.1.12

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

PART 2 (TERMS)

**1. TERMS OF EASEMENT FOR ENCROACHING STRUCTURE (ES1) 0.15 WIDE
NUMBERED 1 IN THE PLAN**

1.1 The owner of the lot benefited:

- (a) may insist that the parts of the structure ("the encroaching structure") on the lot benefited which, when this easement was created (or constructed after 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 those purposes, including:
 - i. entering the lot burdened, and
 - ii. taking anything on to the lot burdened, and
 - iii. carrying out work

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

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) restore the lot burdened as nearly as is practicable to its former condition, and
- (d) make good any collateral damage.

1.3 The owner of the lot burdened may insist that this easement be extinguished when the structure or proposed structure on the lot benefitted is removed

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



Authorised Person



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

(Doc 1)
(Sheet 3 of 12 Sheets)

DP270729

Plan of subdivision of Lot 201 DP 1170138 covered by
Subdivision Certificate No. 134 dated 16.1.12

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

1.5 The provisions of clause 8 apply to this easement.

**2. TERMS OF EASEMENT FOR ENCROACHING STRUCTURE (ES2) 0.15 WIDE
NUMBERED 2 IN THE PLAN**

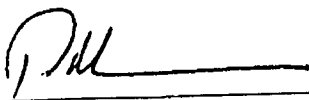
2.1 The owner of the lot benefited:

- (a) may insist that the parts of the structure ("the encroaching structure") on the lot benefited which, when this easement was created (or constructed after 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 those purposes, including:
 - iv. entering the lot burdened, and
 - v. taking anything on to the lot burdened, and
 - vi. carrying out work

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

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) restore the lot burdened as nearly as is practicable to its former condition, and
- (d) make good any collateral damage.

2.3 The owner of the lot burdened may insist that this easement be extinguished when the structure or proposed structure on the lot benefitted is removed



Authorised Person



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

(DOC 1)
(Sheet 4 of 12 Sheets)

DP270729

Plan of subdivision of Lot 201 DP 1170138 covered by
Subdivision Certificate No. **134** dated **16/1/12**

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

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

2.5 The provisions of clause 8 apply to this easement.

**3. TERMS OF EASEMENT FOR ENCROACHING STRUCTURE (ES3) 0.15 WIDE
NUMBERED 3 IN THE PLAN**

3.1 The owner of the lot benefited:

(a) may insist that the parts of the structure ("the encroaching structure") on the lot benefited which, when this easement was created (or constructed after 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 those purposes, including:

vii. entering the lot burdened, and

viii. taking anything on to the lot burdened, and

ix. carrying out work

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

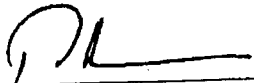
(a) ensure all work is done properly, and

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

(c) restore the lot burdened as nearly as is practicable to its former condition, and

(d) make good any collateral damage.

3.3 The owner of the lot burdened may insist that this easement be extinguished when the structure or proposed structure on the lot benefitted is removed



Authorised Person



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

(DOC 1)
(Sheet 5 of 12 Sheets)

DP270729

Plan of subdivision of Lot 201 DP 1170138 covered by
Subdivision Certificate No. 134 dated 16.1.12

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

-
- 3.4 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.
- 3.5 The provisions of clause 8 apply to this easement.
4. **TERMS OF EASEMENT FOR ENCROACHING STRUCTURE (ES4) 0.15 WIDE
NUMBERED 4 IN THE PLAN**
- 4.1 The owner of the lot benefited:
- (a) may insist that the parts of the structure ("the encroaching structure") on the lot benefited which, when this easement was created (or constructed after 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 those purposes, including:
 - x. entering the lot burdened, and
 - xi. taking anything on to the lot burdened, and
 - xii. carrying out work
- 4.2 In exercising those powers, the owner of the lot benefited must:
- (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) restore the lot burdened as nearly as is practicable to its former condition, and
 - (d) make good any collateral damage.
- 4.3 The owner of the lot burdened may insist that this easement be extinguished when the structure or proposed structure on the lot benefitted is removed



Authorised Person



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

(Doc 1)
(Sheet 6 of 12 Sheets)

DP270729

Plan of subdivision of Lot 201 DP 1170138 covered by
Subdivision Certificate No. 134 dated 14.1.12

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

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.

4.5 The provisions of clause 8 apply to this easement.

5. TERMS OF EASEMENT FOR SWITCH ROOM 1.515 WIDE NUMBERED 5 IN THE PLAN

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

- (a) pass and repass on foot only and with or without materials, tools and equipment over the common areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Switch Room;
- (b) install or allow to remain in the Switch Room the plant and equipment intended to service or servicing the lot benefited; and
- (c) inspect, service, repair and replace the plant and equipment in the Switch Room which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Switch Room which the owner of the lot benefited owns or which service the lot benefited.

5.2 In this easement, "Switch Room" means the switch room located on ground level of the building constructed on the lot burdened

5.3 The provisions of clause 8 apply to this easement.

6. TERMS OF EASEMENT FOR SWITCH ROOM ACCESS 1 & 1.2 WIDE NUMBERED 6 IN THE PLAN

6.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass and repass at all times and for all purposes on foot only and with or without materials, tools and equipment over the easement site for the purpose of access to the Switch Room, loading and unloading goods, plant, equipment, chattels and anything reasonably necessary for that purpose including:



Authorised Person



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

(Doc 1)

(Sheet 7 of 12 Sheets)

DP270729

Plan of subdivision of Lot 201 DP 1170138 covered by
Subdivision Certificate No. **134** dated **16.1.12**

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

- (a) entering the lot burdened; and
- (b) taking anything on to the lot burdened.

6.2 In this easement, "Switch Room" means the switch room located on ground level of the building constructed on the lot burdened

6.3 The provisions of clause 8 apply to this easement.

**7. TERMS OF EASEMENT FOR ELECTRICITY CABLES OVER EXISTING LINE OF
CONDUITS & CABLES NUMBERED 7 IN THE PLAN**

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

- (a) to erect, construct, install and hang electricity cables over the line of conduits and cables on the lot burdened in their current locations and in the locations determined by the application of clause 7.2(b);
- (b) to have such electricity cables supported vertically, horizontally, and in any other plane by the lot burdened;
- (c) to enter upon, pass and repass over the lots burdened, together with any materials, tools and equipment necessary for the purpose, for a reasonable time for the purposes of conducting repairs to the electricity cables; and
- (d) to have services travel along the electricity cables.

7.2

- (a) The initial locations of the electricity cables are those locations that physically exist on the date of registration of this instrument under section 88B of the *Conveyancing Act 1919* and includes the plan.
- (b) The location of any other electricity cables:
 - (i) must be approved in writing by the owner of the lot burdened (acting reasonably); and



Authorised Person



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

(Doc 1)
(Sheet 8 of 12 Sheets)

DP270729

Plan of subdivision of Lot 201 DP 1170138 covered by
Subdivision Certificate No. 134 dated 16.1.12

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

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

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

- (a) reasonable safety measures are taken in relation to any works under this easement (including erecting, where necessary, protective hoardings);
- (b) all reasonable precautions are taken to ensure that as little damage as possible is done by the works to the lot burdened;
- (c) any damage caused by the works to the lot burdened is immediately made good;
- (d) the nature and extent of the works do not substantially adversely affect the cost effective, efficient, safe and effective use of the lot burdened;
- (e) as soon as reasonably possible after the carrying out of the works, the lot burdened is restored as nearly as practicable to such condition as existed prior to the carrying out of the works; and
- (f) due consideration is given to the activities and operations carried on within the lot burdened in carrying out the works.

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

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

7.6

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



Authorised Person



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

(Doc 1)

(Sheet 9 of 12 Sheets)

DP270729

Plan of subdivision of Lot 201 DP 1170138 covered by
Subdivision Certificate No. 134 dated 16/1/12

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

- (b) If the owner of the lot benefited fails to comply with the notice referred to in clause 7.6(a), the owner of the lot burdened may rectify the default (subject to the requirements of all relevant authorities) and the cost of such rectification must be payable on demand by the owner of the lot benefited.

7.7

- (a) Prior to conducting any works in the vicinity of an electricity cable, the owner of the lot burdened must obtain the approval of the owner of the lot benefited for its approval, which approval must not be unreasonably withheld.
- (b) The parties must, in good faith, consult with each other in relation to the nature and timing of such works with a view to facilitating an approval which allows the works to be carried out in a cost effective, efficient and safe manner without significantly adversely affecting the efficient safe and cost effective development, construction, commissioning, operation and maintenance of:
- (i) the facilities erected on the lot burdened (in the case of the owner of the lot burdened); and
- (ii) the electricity cables (in the case of the owner of the lot benefited).

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

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

7.10 The provisions of clause 8 apply to this easement.

8. INTERPRETATION

8.1 The provisions of this clause 8 or part thereof must apply to an easement in this Instrument as if this clause or part thereof was repeated in full in such an easement if that easement provides that this clause 8 or part thereof applies to that easement.

8.2 Access under this easement must be available 24 hours per day, subject to such security



Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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88B OF THE CONVEYANCING ACT, 1919**

(Doc 1)

(Sheet 10 of 12 Sheets)

DP270729

Plan of subdivision of Lot 201 DP 1170138 covered by
Subdivision Certificate No. 134 dated 16.1.12

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

requirements as are agreed from time to time between the owner of the lot burdened and the owner of the lot benefited.

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

- (a) enters upon the lot burdened at his/her own risk;
- (b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;
- (c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;
- (d) must comply with any rules made by the owner of the lot burdened in respect of this easement;
- (e) must cause as little damage as is practicable to the lot burdened and any improvements on it and if damage is caused, to restore the lot burdened and any improvements on it as nearly as practicable to their condition prior before the damage occurred; and
- (f) must not obstruct the use of the lot burdened.

8.4 The owner of the lot benefited must contribute to the costs of the repair and maintenance of the site of the easement. Capital replacement costs are as governed by the Community Management Statement registered with this Plan. The mechanism for calculating the contribution is as set out in the Community Management Statement.

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

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



Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

(Doc 1)

(Sheet 11 of 12 Sheets)

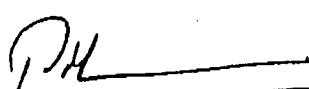
DP270729

Plan of subdivision of Lot 201 DP 1170138 covered by
Subdivision Certificate No. 134 dated 16.1.12

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

- (b) consult in good faith with the owner of the lot benefited in relation to the nature and timing of any such repairs and/or alterations with a view to reaching agreement which enables the owner of the lot burdened to carry out such repairs and alterations in a reasonably cost effective, efficient and safe manner.
- 8.6 The owner of the lot benefited releases the owner of the lot burdened and any person authorised by the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement, other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened and any person authorised by the owner of the lot burdened.
- 8.7 The owner of the lot benefited indemnifies the owner of the lot burdened from and against all actions, claims, demands, losses, damages, costs and expenses for which the owner of the lot burdened shall or may become liable or may suffer in any way arising out of or in connection with the use of the lot burdened by the owner of the lot benefited and any person authorised by the owner of the lot benefited.
- 8.8 The owner of the lot burdened may make reasonable rules about the use of the site of the easement by the owner of the lot benefited and any person authorised by the owner of the lot benefited. The rules must be consistent with this easement. This easement prevails to the extent of any inconsistency between them and the rules made by the owner of the lot burdened.



Authorised Person



INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
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(Doc 1)

(Sheet 12 of 12 Sheets)

DP270729

Plan of subdivision of Lot 201 DP 1170138 covered by
Subdivision Certificate No. 134 dated 16.1.12

Full name and address of the owner
of the land:

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

EXECUTED by KARIMBLA
PROPERTIES (NO. 9) PTY LTD ACN
102 955 635 in accordance with the
Corporations Act 2001

Signature of Authorised Person

SECRETARY

Office held

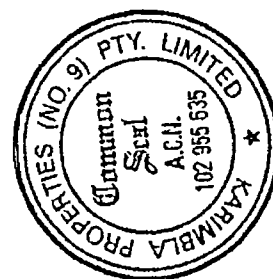
ROBYN McCULLY

Name of Authorised Person (please print)

Signature of Authorised Person

Office held

Name of Authorised Person (please print)



REGISTERED 03-02-2012

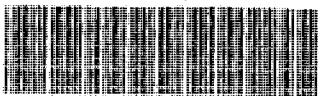
Authorised Person

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

(Doc. 2)

Lengths are in metres

(Sheet 1 of 4 Sheets)



DP270729 B

Plan of subdivision of Lot 5 DP 270729 covered by
Subdivision Certificate No. 143 dated 17/8/12

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
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 Services 1.2 Wide	7	6
2.	Easement for Encroaching Concrete Slab Variable Width	9	6

PART 2 (TERMS)

1. TERMS OF EASEMENT FOR SERVICES 1.2 WIDE NUMBERED 1 IN THE PLAN

- 1.1 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.

**2. TERMS OF EASEMENT FOR ENCROACHING CONCRETE SLAB VARIABLE WIDTH
NUMBERED 2 IN THE PLAN**

- 2.1 The owner of the lot benefited:

- (a) may insist that the parts of the concrete structure ("the encroaching structure") on the lot benefited which, when this easement was created (or constructed after this easement was created), encroached on the lot burdened remain, but only to the extent they are within the site of this easement, and

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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88B OF THE CONVEYANCING ACT, 1919**

(Doc. 2)

(Sheet 2 of 4 Sheets)

Plan: DP 270729

Plan of subdivision of Lot 5 DP 270729 covered by
Subdivision Certificate No. 143 dated 17/8/12

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

- (b) must keep the encroaching structure in good repair and safe condition, and
- (c) may do anything reasonably necessary for those purposes, including:
 - i. entering the lot burdened, and
 - ii. taking anything on to the lot burdened, and
 - iii. carrying out work

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

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) restore the lot burdened as nearly as is practicable to its former condition, and
- (d) make good any collateral damage.

2.5 The provisions of clause 3 apply to this easement.

3. INTERPRETATION

- 3.1 The provisions of this clause 3 or part thereof must apply to an easement in this Instrument as if this clause or part thereof was repeated in full in such an easement if that easement provides that this clause 3 or part thereof applies to that easement.
- 3.2 Access under this easement must be available 24 hours per day, subject to such security requirements as are agreed from time to time between the owner of the lot burdened and the owner of the lot benefited.
- 3.3 If any person exercises or purports to exercise the rights granted by this easement, that person:
 - (a) enters upon the lot burdened at his/her own risk;


Authorised Person





**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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88B OF THE CONVEYANCING ACT, 1919**

(DOC.2)

(Sheet 3 of 4 Sheets)

Plan: DP270729

Plan of subdivision of Lot 5 DP 270729 covered by
Subdivision Certificate No. 143 dated 17/8/12

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

-
- (b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;
- (c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;
- (d) must comply with any rules made by the owner of the lot burdened in respect of this easement;
- (e) must cause as little damage as is practicable to the lot burdened and any improvements on it and if damage is caused, to restore the lot burdened and any improvements on it as nearly as practicable to their condition prior before the damage occurred; and
- (f) must not obstruct the use of the lot burdened.
- 3.4 The owner of the lot benefited must contribute to the costs of the repair and maintenance of the site of the easement. Capital replacement costs are as governed by the Community Management Statement registered with this Plan. The mechanism for calculating the contribution is as set out in the Community Management Statement.
- 3.5 Where the owner of the lot burdened conducts any repairs and/or alterations to the lot burdened which may affect the rights of the owner of the lot benefited and any person authorised by the owner of the lot benefited to enjoy the rights under this easement, the owner of the lot burdened must (except in the case of and for the duration of any emergency):
- (a) ensure that as far as practicable the rights granted under this easement is maintained; and
- (b) consult in good faith with the owner of the lot benefited in relation to the nature and timing of any such repairs and/or alterations with a view to reaching agreement which enables the owner of the lot burdened to carry out such repairs and alterations in a reasonably cost effective, efficient and safe manner.
- 3.6 The owner of the lot benefited releases the owner of the lot burdened and any person authorised by the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or



Authorised Person





**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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88B OF THE CONVEYANCING ACT, 1919**

(DOC. 2)

(Sheet 4 of 4 Sheets)

DP270729

Plan of subdivision of Lot 5 DP 270729 covered by
Subdivision Certificate No. 143 dated 17/8/12

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement, other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened and any person authorised by the owner of the lot burdened.

- 3.7 The owner of the lot benefited indemnifies the owner of the lot burdened from and against all actions, claims, demands, losses, damages, costs and expenses for which the owner of the lot burdened shall or may become liable or may suffer in any way arising out of or in connection with the use of the lot burdened by the owner of the lot benefited and any person authorised by the owner of the lot benefited.
- 3.8 The owner of the lot burdened may make reasonable rules about the use of the site of the easement by the owner of the lot benefited and any person authorised by the owner of the lot benefited. The rules must be consistent with this easement. This easement prevails to the extent of any inconsistency between them and the rules made by the owner of the lot burdened.

EXECUTED by **KARIMBLA
PROPERTIES (NO. 9) PTY LTD ACN
102 955 635** in accordance with the
Corporations Act 2001

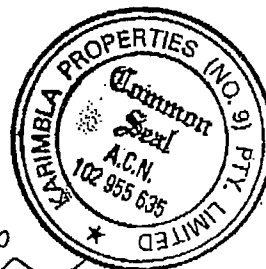
Signature of Authorised Person

DIRECTOR

Office held

Peter Spira

Name of Authorised Person (please print)



Signature of Authorised Person

SECRETARY

Office held

KYLIE MCGOVERN

Name of Authorised Person (please print)

Authorised Person

REGISTERED 18 29.8.2012

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

Lengths are in metres

(Sheet 1 of 2 Sheets)



(Doc. 3)

DP270729 B

Plan of subdivision of Lot 9 DP 270729

Full name and address of the owner
of the land:

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
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 Light & Air 3 Wide (EAT) <i>hwa</i>	11	10

PART 2 (TERMS)

1. TERMS OF EASEMENT FOR LIGHT & AIR 3 WIDE ~~(EAT)~~ *hwa* NUMBERED 1 IN THE PLAN

1.1 Full, free and uninterrupted access by the owner of the Lot Benefited to the transmission and enjoyment of light and air 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 including without limiting the generality of the foregoing that no building or structure above ground shall be erected or constructed within three (3) meters of any openings located on the external wall(s) of the building(s) constructed on the Lot Benefited.

1.2 For the purposes of this easement the following terms have the following meanings:

"Easement" means each easement in this Instrument and includes the conditions in relation to that easement;

"Easement Site" means that part of the Lot Burdened shown as the site of the Easement on the Plan;

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

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

Ph 21.6.13

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

(Sheet 2 of 2 Sheets)

DP270729

(Doc. 3)

Plan of subdivision of Lot 9 DP 270729

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

EXECUTED by KARIMBLA
PROPERTIES (NO. 9) PTY LTD ACN
102 955 635 in accordance with the
Corporations Act 2001



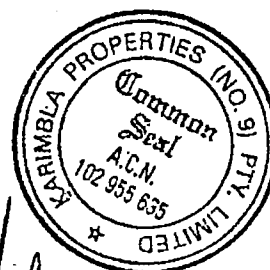
Signature of Authorised Person

SECRETARY

Office held

KYLIE MCGOVERN

Name of Authorised Person (please print)



Signature of Authorised Person

DIRECTOR

Office held

PETER SPIRA

Name of Authorised Person (please print)



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

(DOC.4)

(Sheet 1 of 5 Sheets)



DP270729 B

Plan of subdivision of Lot 11 DP 270729 covered by
 Subdivision Certificate No. 170 dated 18/9/14

**Full name and address of the owner
 of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
 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 Light & Air 0.5, 1.4 & 3 Wide	13	12
2.	Easement for Services (Entire Lot)	13	12, CP/SP88625, CP/SP87215, and CP/SP86297
3.	Easement for Pedestrian Access (Entire Lot)	13	12, CP/SP88625 and CP/SP86297
4.	Easement for Vehicular Access (Entire Lot)	13	12, and CP/SP88625

PART 2 (TERMS)

1. TERMS OF EASEMENT FOR LIGHT & AIR 0.5, 1.4 & 3 WIDE NUMBERED 1 IN THE PLAN

- 1.1 Full, free and uninterrupted access by the owner of the lot benefited to the transmission and enjoyment of light and air over and across the site of this easement 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 site of this easement including without limiting the generality of the foregoing that no building or structure above

PH 18.9.14

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

(DOC-4)

(Sheet 2 of 5 Sheets)

DP270729

Plan of subdivision of Lot 11 DP 270729 covered by
Subdivision Certificate No. 190 dated 18/9/14

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

ground shall be erected or constructed within three (3) metres of any openings located on
the external wall(s) of the building constructed on the lot benefited.

2. TERMS OF EASEMENT FOR SERVICES 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; and
- 2.2 The provisions of clause 5 apply to this easement.

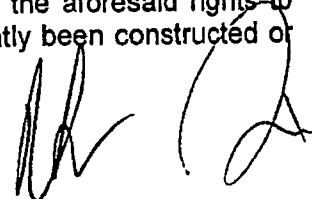
3. TERMS OF EASEMENT FOR PEDESTRIAN ACCESS NUMBERED 3 IN THE PLAN

- 3.1 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 by foot only across that part of the lot burdened that is constructed to a standard
suitable for pedestrian access purposes from time to time PROVIDED ALWAYS that
nothing herein contained shall entitle any person exercising the aforesaid rights to pass
through any part of the lot burdened which has not apparently been constructed or set up
for the purpose of pedestrian access.
- 3.2 The owner of the lot burdened may temporarily suspend access to, and use of, parts of
the lot burdened from time to time.
- 3.3 This easement shall cease to exist and the owner of the lot benefited consents to the
release of this easement when that part of the lot burdened being used in accordance with
this easement becomes community association property.

- 3.4 The provisions of clause 5 apply to this easement.

4. TERMS OF EASEMENT FOR VEHICULAR ACCESS NUMBERED 4 IN THE PLAN

- 4.1 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 by vehicle only across that part of the lot burdened that is constructed to a
standard suitable for vehicular access purposes from time to time PROVIDED ALWAYS
that nothing herein contained shall entitle any person exercising the aforesaid rights to
pass through any part of the lot burdened which has not apparently been constructed or
set up for the purpose of vehicular access.



18.9.14

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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88B OF THE CONVEYANCING ACT, 1919**

(Doc. 4)

(Sheet 3 of 5 Sheets)

DP270729

Plan of subdivision of Lot 11 DP 270729 covered by
Subdivision Certificate No. 190 dated 18/1/14

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

- 4.2 The owner of the lot burdened may temporarily suspend access to, and use of, parts of the lot burdened from time to time.
- 4.3 This easement shall cease to exist and the owner of the lot benefited consents to the release of this easement when that part of the lot burdened being used in accordance with this easement becomes community association property.
- 4.4 The provisions of clause 5 apply to this easement.
- 5. INTERPRETATION**
- 5.1 The provisions of this clause 5 or part thereof must apply to an easement in this Instrument as if this clause or part thereof was repeated in full in such an easement if that easement provides that this clause 5 or part thereof applies to that easement.
- 5.2 Access under this easement must be available 24 hours per day, subject to such security requirements as are agreed from time to time between the owner of the lot burdened and the owner of the lot benefited.
- 5.3 If any person exercises or purports to exercise the rights granted by this easement, that person:
- (a) enters upon the lot burdened at his/her own risk;
 - (b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;
 - (c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;
 - (d) must comply with any rules made by the owner of the lot burdened in respect of this easement;
 - (e) must cause as little damage as is practicable to the lot burdened and any improvements on it and if damage is caused, to restore the lot burdened and any improvements on it as nearly as practicable to their condition prior before the damage occurred; and
 - (f) must not obstruct the use of the lot burdened.

PL 18.9.14

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

(Doc.4)

(Sheet 4 of 5 Sheets)

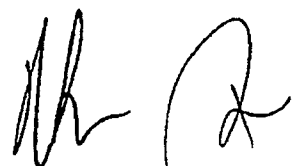
DP270729

Plan of subdivision of Lot 11 DP 270729 covered by
Subdivision Certificate No. 190 dated 18/1/14

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

- ~~5.4 The owner of the lot benefited must contribute to the costs of the repair and maintenance of the site of the easement. Capital replacement costs are as governed by the Community Management Statement registered with this Plan. The mechanism for calculating the contribution is as set out in the Community Management Statement.~~ *dw*
- 5.5 Where the owner of the lot burdened conducts any repairs and/or alterations to the lot burdened which may affect the rights of the owner of the lot benefited and any person authorised by the owner of the lot benefited to enjoy the rights under this easement, the owner of the lot burdened must (except in the case of and for the duration of any emergency):
- (a) ensure that as far as practicable the rights granted under this easement is maintained; and
 - (b) consult in good faith with the owner of the lot benefited in relation to the nature and timing of any such repairs and/or alterations with a view to reaching agreement which enables the owner of the lot burdened to carry out such repairs and alterations in a reasonably cost effective, efficient and safe manner.
- 5.6 The owner of the lot benefited releases the owner of the lot burdened and any person authorised by the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement, other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened and any person authorised by the owner of the lot burdened.
- 5.7 The owner of the lot benefited indemnifies the owner of the lot burdened from and against all actions, claims, demands, losses, damages, costs and expenses for which the owner of the lot burdened shall or may become liable or may suffer in any way arising out of or in connection with the use of the lot burdened by the owner of the lot benefited and any person authorised by the owner of the lot benefited.
- 5.8 The owner of the lot burdened may make reasonable rules about the use of the site of the easement by the owner of the lot benefited and any person authorised by the owner of the lot benefited. The rules must be consistent with this easement. This easement prevails to the extent of any inconsistency between them and the rules made by the owner of the lot burdened.



PL 18.9.14

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
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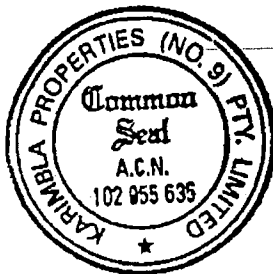
DP270729

Plan of subdivision of Lot 11 DP 270729 covered by
Subdivision Certificate No. 190 dated 18/9/14

Full name and address of the owner
of the land:

Karimbla Properties (No. 9) Pty Ltd ACN 102 955 635
Level 11, 528 Kent Street, Sydney NSW 2000

EXECUTED by KARIMBLA
PROPERTIES (NO. 9) PTY LTD ACN
102 955 635 in accordance with the
Corporations Act 2001



Signature of Authorised Person

SECRETARY

Office held

ROBYN McCULLY

Name of Authorised Person (please print)

Signature of Authorised Person

DIRECTOR

Office held

Peter Spira

Name of Authorised Person (please print)



18.9.14

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APPROVED FORM 28

COMMUNITY LAND DEVELOPMENT ACT

EPPING PARK

**COMMUNITY MANAGEMENT STATEMENT
DP270729**

TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY INFORMATION

REGISTERED  **03-02-2012**

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COMMUNITY LAND DEVELOPMENT ACT 1989

COMMUNITY LAND MANAGEMENT ACT 1989

**EPPING PARK
DP270729**

WARNING

The terms of this management statement are binding on the community association, each subsidiary body within the community scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a community development lot, precinct development lot, neighbourhood lot or strata lot within the community scheme.



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DEFINITIONS

A. Statutory Definitions

A word has the meaning given to it by a definition in the Community Titles Legislation if:

- (a) it is defined in the Community Titles Legislation; and
- (b) used but not defined in this Management Statement.

B. Further Definitions

In this Management Statement these terms (in any form) mean:

"Access Ways" means Open Access Ways and Private Access Ways;

"Annual General Meeting" means an annual general meeting of the Community Association other than the first annual general meeting;

"Architectural and Landscape Guidelines" means the architectural and landscape guidelines prescribed or varied under this Management Statement by:

- (a) the Developer; or
- (b) the Community Association,

which are at any time in force;

"Association Property" means the Community Property and each Subsidiary Body Property;

"Caretaker" means the caretaker described in by-law 32;

"Certificate of Occupancy" means an occupation certificate issued under section 109C of the *Environmental Planning and Assessment Act 1979*;

"Common Property" means the common property in a Strata Scheme;

"Community Association" means the community association constituted on registration of the Community Plan;

"Community Development Lot" means a lot in the Community Plan (as subdivided from time to time) that is not:

- (a) Community Property, a public reserve or a drainage reserve;
- (b) land that has become subject to a Subsidiary Body Scheme;
- (c) a lot that has been severed from the Community Scheme; or
- (d) a lot that has been converted to Community Property;

"Community Facilities" means the following which are constructed or may be constructed on Community Property which includes, without limit:

- (e) pathways and/or cycle ways;
- (f) Access Ways;
- (g) parks and/or Landscaped Areas; and
- (h) a tennis court;

"Community Parcel" means the land the subject of the Community Scheme;

"Community Plan" means the community plan registered with this Management Statement;

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"Community Property" means lot 1 in the Community Plan (and any additional lot 1 property created from time to time);

"Community Scheme" means the community scheme constituted on registration of the Community Plan;

"Community Titles Legislation" means the Development Act and the Management Act;

"Council" means Parramatta City Council;

"Developer" means Karimbla Properties (No. 9) Pty Ltd (ACN 102 955 635) and, as the context permits, its builders, contractors, officeholders, consultants, agents and employees;

"Developer's Area" means that part of Community Property identified as such in the concept plan attached to this Management Statement;

"Development Act" means the *Community Land Development Act 1989* (as amended from time to time) and associated regulations;

"Development Activities" means any work which the Developer must do to complete any development on the Community Parcel including:

- (a) any form of demolition work, building work and work ancillary to or associated with building work on the Community Parcel;
- (b) the installation of Services;
- (c) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel whether or not forming part of the Landscaped Areas;
- (d) carrying out development in stages;
- (e) any form or work which the Developer, in its absolute discretion, considers is necessary or desirable;
- (f) the subdivision of land forming part of the Community Parcel by any means, including strata subdivision;
- (g) the severance of any Lot from the Community Parcel;
- (h) the conversion of any Community Development Lot to Community Property; and
- (i) the exercise of any right or discretion given to Developer under this Management Statement;

"Development Consent" means:

- (a) Master Plan Approval MPA No. 05-0086 dated 22 August 2006 granted by the Minister of Planning and as amended from time to time; and/or
- (b) any development consent amending or in substitution either in whole or in part of the subject matter of that master plan;

"Dwelling" means a townhouse on a Lot, or an apartment within a Strata Scheme, intended as a residence;

"Executive Committee" means the executive committee of the Community Association as constituted or elected under this Management Statement and the Management Act;

"Functions" includes a power, authority and duty;

"General Meeting" means an Annual General Meeting or a special or extraordinary general meeting of the Community Association;

"Government Agency" means a governmental or semi-government, administrative, fiscal or judicial community management statement (11) (13.1.12)-2

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department or entity, a statutory authority or the Council, as applicable;

"Initial Period" has the meaning given to the term "initial period" in section 3 of the Management Act;

"Landscaped Areas" means the gardens, grassed areas, paved/concreted areas and landscaped areas which are or are to be constructed on the Community Property or on Subsidiary Body Property;

"Law" includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority;

"Lot" means a Community Development Lot or a Strata Lot or a Neighbourhood Lot;

"Management Act" means the *Community Land Management Act 1989* (as amended from time to time) and associated regulations;

"Management Statement" means this community management statement;

"Manager" means the manager described in by-law 31;

"Managing Agent" means an agent appointed under section 50 of the Management Act, if any;

"Neighbourhood Association" means a neighbourhood association constituted on registration of a Neighbourhood Plan;

"Neighbourhood Lot" means a lot in a Neighbourhood Plan but is not Neighbourhood Property, a public reserve or drainage reserve;

"Neighbourhood Plan" means a neighbourhood plan that subdivides a Community Development Lot;

"Neighbourhood Property" means the lot shown as lot 1 in a Neighbourhood Plan as being neighbourhood property;

"Occupier" means any person in lawful occupation of a Lot;

"Open Access Ways" means the open access ways (if any) which are or will be constructed on the Community Property;

"Owner" means a person for the time being recorded in the register as entitled to an interest in fee simple in a Lot;

"Owners Corporation" means an owners corporation created on registration of a Strata Plan;

"Permitted Person" means a person on the Community Parcel with the express or implied consent of an Owner or Occupier, the Community Association or a Subsidiary Body;

"Private Access Ways" means the private access ways (if any) which are or will be constructed on the Community Property;

"Private Service" means a Service that is not provided by a Government Agency;

"Publicly Accessible Open Space" means those parts of Community Property and Subsidiary Body Property that are available for use by the public as open space, for recreation and enjoyment, as referenced in and required by the "Voluntary Planning Agreement" between the Developer, the Council and Meriton Apartments Pty Ltd (ACN 000 644 888) dated 16 March 2011, as amended from time to time;

"Recreational Facilities Restricted Property" has the meaning given to it in by-law 7;

"Restricted Property" means those parts of Association Property the use of which is restricted

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under a by-law in part 2 of this Management Statement;

"Restricted Use Rights" means the rights created by a restricted property by-law under part 2 of this Management Statement;

"Rules" means the rules made under this Management Statement;

"Service" means services involving the transmission of water, gas, electricity, telephone, sewerage, drainage, security, monitoring, lighting, closed circuit television video and audio services, all services involving communications, air-conditioning, exhaust air, stormwater, mechanical ventilation and all other services of whatever kind as are or may be reasonably necessary from time to time;

"Service Line" means a pipe, wire, cable, duct, conduit or pole by means of which a Service is, or is to be, provided;

"Services Plan" means the diagram (if any) forming part of this Management Statement;

"Service Provider" means a person that provides a Service;

"Special Restricted Property" has the meaning given to it in by-law 6;

"Strata Lot" means a lot in a Strata Plan;

"Strata Plan" means a strata plan that subdivides a Community Development Lot;

"Strata Scheme" means a strata scheme constituted on registration of a Strata Plan;

"Subsidiary Body" means an Owners Corporation and/or Neighbourhood Association;

"Subsidiary Body Property" means Common Property and/or Neighbourhood Property;

"Subsidiary Plan" means a Strata Plan or a Neighbourhood Plan;

"Works" means:

- (a) a change to any building;
- (b) a change to any landscaping;
- (c) the construction of a new building or buildings;
- (d) the construction of or a change to a fence;
- (e) the erection of or a change to signs, placards, banners, notices or advertisements; or
- (f) the installation of external shutters, blinds, security devices, canopies, awnings, fences, garages, screens or other external improvements other than fly screens on a door on the street façade,

within a Community Parcel but excludes:

- (i) Development Activities; and
- (ii) internal refurbishment to a building within a Lot; and

"Vehicle" includes a car, motorbike, utility or truck.

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PART 1
BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws relate to the control and preservation of the essence or theme of the community scheme and as such may only be amended or revoked by a Unanimous Resolution of the community association (see section 17(2) Community Land Management Act 1989).

1. Architectural and Landscape Guidelines

1.1 At any time until the date the Developer ceases to be the Owner of a Lot, the Developer can:

- (a) prescribe architectural and/or landscape guidelines for the Community Parcel to become the Architectural and Landscape Guidelines; and
- (b) vary the Architectural and Landscape Guidelines.

1.2 If the Developer prescribes Architectural and Landscape Guidelines for the Community Parcel or varies the Architectural and Landscape Guidelines it has already prescribed:

- (a) the Developer must promptly give a copy of the Architectural and Landscape Guidelines prescribed or varied, as the case may be, to the Community Association; and
- (b) after receipt of that copy of the prescribed or varied Architectural and Landscape Guidelines, as the case may be, the Community Association must give a copy of those Architectural and Landscape Guidelines to each Owner of a Community Development Lot and each Subsidiary Body.

1.3 The Community Association may prescribe architectural and/or landscape guidelines for the Community Parcel to become the Architectural and Landscape Guidelines, and may vary the Architectural and Landscape Guidelines, after the date the Developer ceases to be the Owner of a Lot. The Community Association must give a copy of those Architectural and Landscape Guidelines to each Owner of a Community Development Lot and each Subsidiary Body.

1.4 The Architectural and Landscape Guidelines must be drafted with due consideration to all then current applicable Government Agency approvals, planning instruments and policies and, in particular, their compatibility with those approvals, planning instruments and policies.

1.5 The persons who must comply with this Management Statement must comply with the Architectural and Landscape Guidelines.

2. Building Works and Alterations

2.1 Excluding the Developer, a person must not:

- (a) lodge any development application with Council in respect of; or
- (b) carry out Works on,

any Lot or Association Property unless that person first obtains the written consent of the Community Association.

2.2 Any person seeking approval for the carrying out of any Works under by-law 2.1, must before lodging application with Council or carrying out the Works, submit an application to the Community Association for its approval and the application must be accompanied by plans and specifications and



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any other report or document requested by the Community Association for it to understand with reasonable certainty the nature and extent of the proposed Works.

The Community Association must, within 40 days after it has received all information required by it, advise the applicant that it either:

- (i) consents to the application either unconditionally or subject to conditions and details those conditions; or
- (ii) refuses to consent to the application and gives its reasons.

A decision made by the Community Association is final and binding on the applicant.

Decisions made at a General Meeting of the Community Association are to be made by a majority of votes of members present and voting at the meeting at which a quorum is present.

No member of the Community Association will be liable for any loss or damage occurring by reason of an act done in the capacity as a member of the Community Association except for negligence on the part of that member.

2.3 During the carrying out of any Works, a person must:

- (a) ensure no damage to the Service Lines or Services within the Community Scheme;
- (b) ensure that the Works are carried out in proper and workmanlike manner;
- (c) ensure that the Works are carried out to the satisfaction of the appropriate Subsidiary Body, the Community Association and, if appropriate, the Council or other Government Agency;
- (d) repair any damage caused to the Association Property as a result of the Works;
- (e) carry out the Works promptly;
- (f) not occupy any Dwelling or allow any Dwelling to be occupied until that Dwelling is completed and a Certificate of Occupancy is issued by Council or relevant Government Agency;
- (g) not carry out earth works on any Lot without prior consent under this by-law 2 and the consent of Council or relevant Government Authority; and
- (h) not allow polluted water or other waste material to escape any Lot or trespass onto Association Property.

2.4 No Works will be permitted to be constructed or carried out unless approval has been obtained under this by-law 2 and the provisions of this by-law 2 have been satisfied.

2.5 Nothing in this by-law 2:

- (a) affects the rights of the Developer to carry out Development Activities; or
- (b) imposes an obligation on the Developer to obtain consent under by-law 2.1 for the purposes of carrying out Development Activities or Works.

3. External Fixtures

3.1 While the Developer is the Owner of a Lot, the Developer is permitted to place signs, placards, banners, notices or advertisements within the Community Parcel including Association Property (but excluding a Lot that the Developer does not own).

3.2 In addition to the consent of the Executive Committee, while the Developer is the Owner of a Lot, a person must obtain the written consent of the Developer before that person places any signs,

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placards, banners, notices or advertisements on any Lot within the Community Parcel.

4. Maintenance

- 4.1 An Owner or Occupier must keep that Owner's or Occupier's Lot clean and tidy and in good repair and condition.
- 4.2 An Owner or Occupier of a Lot must carry out all maintenance or repairs to the exterior of any building on the Lot and to the landscaped areas, gardens and grassed area on the Lot:
 - (a) in a proper and workmanlike manner;
 - (b) promptly;
 - (c) to the reasonable satisfaction of the Community Association; and
 - (d) in compliance with the Architectural and Landscape Guidelines (if any).
- 4.3 If the Owner of the Lot fails in his duty to maintain the improvements on his Lot after reasonable notice from the Community Association, the Community Association or, if the Developer owns any lot in the Community Scheme, the Developer, may arrange for the necessary works to be carried out and recover the costs of so doing from the Owner. The Owner must not withhold or refuse access to the Owner's Lot in this regard.
- 4.4 For the sake of clarity, by-laws 4.2 and 4.3 apply to any Subsidiary Body with respect to any buildings and all landscaped areas, gardens and grassed areas within the Subsidiary Body Property.



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PART 2
RESTRICTED COMMUNITY PROPERTY

These by-laws may not be amended during the initial period, except by order of the Supreme Court or the board, and may only be amended after the expiry of that initial period by Special Resolution and with written consent of each person entitled by the by-law to use the restricted community property in accordance with section 54 of the Community Land Management Act 1989.

5. Developer's Rights over Community Property – Developer's Restricted Community Property

5.1 This by-law 5 is a restricted community property by-law. The Community Association can vary it only by Special Resolution and, while the Developer owns any Lot, with the prior consent of the Developer.

5.2 To enable and facilitate the carrying out of Development Activities, use of the Developer's Area and Service Lines (**Developer's Restricted Community Property**) is restricted to the Developer as the Owner of a Lot on the terms set out in this by-law 5. The Developer has the benefit of the Restricted Use Rights set out in this by-law 5 being the right at any time to:

- (a) unrestricted access by any means and at all times over the Developer's Restricted Community Property;
- (b) the use of any part of the Developer's Restricted Community Property to exercise rights under this by-law 5;
- (c) place on or attach to the Developer's Restricted Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;
- (d) install, connect or alter Services on or within the Developer's Restricted Community Property;
- (e) lock or secure part of the Developer's Restricted Community Property;
- (f) attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Developer's Restricted Community Property;
- (g) conduct sales and marketing activities on the Developer's Restricted Community Property;
- (h) park Vehicles and equipment on Developer's Restricted Community Property;
- (i) build and use a display centre on the Developer's Restricted Community Property;
- (j) hold events or functions on the Developer's Restricted Community Property in connection with the selling and leasing of Lots in the Community Parcel; and
- (k) restrict or control the manner of use of the Developer's Restricted Community Property.

5.3 Unless the rights of the Developer, as the Owner of a Lot, under this by-law 5 have ended for a part or the whole of the Developer's Restricted Community Property, no other person except the Developer can have Restricted Use Rights under this by-law 5 in respect of that part or the whole of the Developer's Restricted Community Property.

5.4 The Developer must control, manage and maintain the Developer's Restricted Community Property while the Restricted Use Rights under this by-law 5 are in force. To the extent legally possible, while the Restricted Use Rights under this by-law 5 are in force, this by-law 5.4 operates to waive the obligation of the Community Association to control, manage and maintain the Developer's Restricted Community Property. The obligation to effect appropriate policies of insurance regarding property and public liability and as required under the Community Titles Legislation remains with the Community Association.

5.5 The Developer must reimburse the Community Association for any costs the Community Association necessarily and reasonably incurs in connection with Developer's Restricted Community Property while the Restricted Use Rights under this by-law 5 are in force including the costs of Services



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provided to the Developer's Restricted Community Property but excluding the costs of and premiums associated with effecting appropriate policies of insurance regarding property and public liability and as required under the Community Titles Legislation.

- 5.6 The Community Association must give the Developer regular accounts for the amounts to be reimbursed by the Developer under this by-law 5. The Community Association can require the Developer to pay the amounts to be reimbursed under this by-law 5 in advance and quarterly or at other intervals reasonably determined by the Community Association.
- 5.7 The Developer must:
- (a) repair any damage occurring to the Community Property as a result of the Development Activities carried out under the Restricted Use Rights as soon as practicable; and
 - (b) on completion of each part of the Development Activities, leave the relevant Community Property areas in a clean and tidy condition.
- 5.8 An Owner or Occupier acknowledges that, as a result of the Restricted Use Rights and the rights of the Developer to carry out the Development Activities as set out in this by-law 5, an Owner or Occupier will be potentially subjected to noise, dust, vibration, temporary disturbances of Services and a temporary aversion of roads and Access Ways resulting from the Restricted Use Rights and the Development Activities.
- 5.9 For the purposes of compliance with section 54 of the Management Act it is noted that there are no matters for inclusion in this by-law 5 relating to the determination, imposition and collection of levies on the Developer.
- 5.10 The Restricted Use Rights of the Developer under this by-law 5:
- (a) for any part of the Developer's Restricted Community Property, end when the Developer gives a notice to the Community Association that the part is no longer required in connection with the Development Activities; and
 - (b) for all of the Developer's Restricted Community Property, end on the earlier of:
 - (i) the date when the Developer gives a notice to the Community Association that no part is required in connection with Development Activities; and
 - (ii) the date when the Developer ceases to be the Owner of a Lot.
- 5.11 On giving a notice to the Community Association under by-law 5.10:
- (a) the obligation to control, manage and maintain that part of the Community Property that was the Developer's Restricted Community Property, or the relevant part of it as the case may be, returns to the Community Association or as otherwise contemplated in this Management Statement; and
 - (b) the Developer's Restricted Community Property, or the relevant part of it as the case may be, ceases to be classified as such.
- 5.12 If, in carrying out Works or Development Activities, the Developer causes scaffolding or other temporary construction-related structures, to encroach into or over the Developer's Restricted Community Property, then such structures are permitted to remain until such structures are removed by the Developer, despite the Restricted Use Rights coming to an end under by-law 5.10.



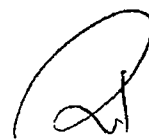
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6. **Restricted Property by-law over Landscaped Areas and publicly accessible open space (Special Restricted Property)**
- 6.1 This by-law is a restricted property by-law. The Community Association can vary it only by Special Resolution and, while the Developer owns any Lot, with the prior consent of the Developer.
- 6.2 The use of the Landscaped Areas within Subsidiary Body Property and any Publicly Accessible Open Space within Subsidiary Body Property (**Special Restricted Property**) is restricted to the Community Association. The purpose of this by-law 6 is so the Special Restricted Property can be controlled, managed and maintained as if it was part of the Community Property or part of the Community Facilities.
- 6.3 The application of this by-law 6 may occur in stages if the rights of the Developer under by-law 5 end in stages.
- 6.4 This by-law 6 authorises the Community Association to use the Special Restricted Property.
- 6.5 The Community Association must control, manage and maintain the Special Restricted Property while the Restricted Use Rights under this by-law 6 are in force. To the extent legally possible, while the Restricted Use Rights under this by-law 6 are in force, this by-law 6.5 operates to waive the obligation of the relevant Subsidiary Body to control, manage and maintain the Special Restricted Property and passes to the Community Association an obligation to effect appropriate policies of insurance regarding property and public liability and as required under the Community Titles Legislation with a notation of the interest of the Subsidiary Body on such policies.
- 6.6 The Community Association must pay for any costs the Community Association necessarily and reasonably incurs in connection with the Special Restricted Property while the Restricted Use Rights under this by-law 6 are in force including the costs of Services provided to the Special Restricted Property.
- 6.7 The Community Association must repair any damage occurring to the Special Restricted Property as a result of the Restricted Use Rights under this by-law 6 as soon as practicable after the damage occurs.
- 6.8 Subject to the Management Act, this Management Statement, any applicable Rules and any other rights under any public positive covenant:
- (a) the Community Association may lock or otherwise secure parts of the Special Restricted Property from time to time if doing so assists the efficient management of the Special Restricted Property; and
 - (b) persons authorised under this by-law 6 may at all other times or at times permitted, have unrestricted access to the Special Restricted Property and use the Special Restricted Property for recreation and all other lawful purposes.
- 6.9 For the purpose of compliance with section 54 of the Management Act, each Subsidiary Body is aware that the Community Association may levy, via the relevant Subsidiary Body, for payment of the whole or part of the Community Association's costs in connection with the Special Restricted Property.
- 6.10 As noted in by-law 12.4, the Community Association may enter into agreements with third parties in respect of managing compliance with this by-law 6. This may include the Caretaker as noted in by-law 32.

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7. Restricted Property by-law over Subsidiary Body Property (Recreational Facilities Restricted Property)

- 7.1 This by-law is a restricted property by-law. The Community Association can vary it only by Special Resolution and with the prior consent of the relevant Subsidiary Bodies and, while the Developer owns any Lot, with the prior consent of the Developer.
- 7.2 The use of the swimming pool, gymnasium, spa / sauna and associated change rooms within Subsidiary Body Property to be created on Community Development Lot 2 (**Recreational Facilities Restricted Property**) is restricted to the Owners and Occupiers of Strata Lots within the buildings known as "Buildings 1, 2, 4, 5, 7 and 8".
- 7.3 While the use of the Recreational Facilities Restricted Property is restricted in accordance with by-law 7.2, this by-law 7.3 authorises the Community Association to control, manage and maintain the Recreational Facilities Restricted Property while the Restricted Use Rights under this by-law 7 are in force. To the extent legally possible, while the Restricted Use Rights under this by-law 7 are in force, this by-law 7.3 operates to waive the obligation of the relevant Subsidiary Body to control, manage and maintain the Recreational Facilities Restricted Property and passes to the Community Association an obligation to effect appropriate policies of insurance regarding property and public liability and as required under the Community Titles Legislation with a notation of the interest of the Subsidiary Body on such policies.
- 7.4 The Community Association must pay for any costs the Community Association necessarily and reasonably incurs in connection with the Recreational Facilities Restricted Property while the Restricted Use Rights under this by-law 7 are in force including the costs of Services provided to the Recreational Facilities Restricted Property.
- 7.5 The Community Association must repair any damage occurring to the Recreational Facilities Restricted Property as a result of the Restricted Use Rights under this by-law 7 as soon as practicable after the damage occurs.
- 7.6 Subject to the Management Act, this Management Statement and any applicable Rules:
- (c) the Community Association may lock or otherwise secure parts of the Recreational Facilities Restricted Property from time to time if doing so assists the efficient management of the Recreational Facilities Restricted Property; and
 - (d) persons authorised under this by-law 7 may at all other times or at times permitted, have unrestricted access to the Recreational Facilities Restricted Property and use the Recreational Facilities Restricted Property for recreation and all other lawful purposes.
- 7.7 For the purpose of compliance with section 54 of the Management Act, each Subsidiary Body is aware that the Community Association may levy, via the Subsidiary Bodies for the buildings known as "Buildings 1, 2, 4, 5, 7 and 8", for payment of the whole or part of the Community Association's costs in connection with the Recreational Facilities Restricted Property.
- 7.8 As noted in by-law 12.4, the Community Association may enter into agreements with third parties in respect of managing compliance with this by-law 7. This may include the Caretaker as noted in by-law 32.



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8. Restricting Association Property after registration of the Community Plan - generally

- 8.1 The purpose of this by-law 8 is to provide for the coming into existence of Restricted Property after the registration of the Community Plan.
- 8.2 In addition to its powers under the Management Act, but subject to section 23 of the Management Act and anything elsewhere in this Management Statement, the Community Association has the power under this by-law 8 to make Restricted Property by-laws.
- 8.3 While the Developer is the Owner of a Lot, if it wants the Community Association to make a Restricted Property by-law, it must give a notice in that regard to the Community Association and the Community Association must make a Restricted Property by-law in accordance with that notice.
- 8.4 If the Developer gives a notice referred to in by-law 8.3, it must include with that notice the following:
- (a) details of all matters required to be included in a Restricted Property by-law in order for the by-law to comply with section 54 of the Management Act;
 - (b) details of all other matters that the Developer believes should be included in the Restricted Property by-law;
 - (c) a plan showing the part of Community Property in respect of which the Community Association is to make the Restricted Property by-law; and
 - (d) the consent of the person intended to have the benefit of the Restricted Use Rights.
- 8.5 The Community Association can vary this by-law 8 only by Special Resolution and, while the Developer owns any Lot, with the prior consent of the Developer.
- 8.6 The Community Association and a person having the benefit of Restricted Use Rights can at any time agree to vary those rights as to:
- (a) the extent to which that person has the responsibility to control, manage and maintain the relevant Restricted Property; and
 - (b) the amount (if any) to be paid to the Community Association for the costs it incurs in connection with the relevant Restricted Property.
- 8.7 The Community Association can vary a Restricted Property by-law only by Special Resolution and with the prior consent of the person having the benefit of the Restricted Use Rights.

9. Restricting Association Property after registration of the Community Plan - in connection with Subsidiary Body Property

9.1 The purpose of this by-law 9 is:

- (a) to provide for the coming into existence of Restricted Property in connection with Subsidiary Body Property; and
- (b) to ensure that the person entitled to have the benefit of the relevant Restricted Use Rights becomes so entitled when the Restricted Property comes into existence under this by-law 9.

9.2 If:

- (a) the Developer is the Owner of any Lot; and
- (b) a Community Development Lot of which a person other than the Developer is the Owner is to be subdivided by a Subsidiary Plan,



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the Owner of the Community Development Lot to be subdivided must procure that a by-law is included in the applicable Subsidiary Body by-laws and/or management statement by which the Subsidiary Body grants Restricted Use Rights:

- (c) to whichever of the Community Association and the Developer;
- (d) in such terms; and
- (e) in respect of such part of the Subsidiary Body Property,

as the Developer determines in its absolute discretion and identifies in a notice to the Owner of the Community Development Lot to be subdivided.

9.3 If the Developer gives a notice under by-law 9.2 it must include with that notice the following:

- (a) details of all matters required to be included in a Restricted Property by-law in order for the by-law to comply with section 54 of the Management Act;
- (b) details of all other matters that the Developer determines in its absolute discretion should be included in the Restricted Property by-law which may be the empowering of the Community Association to:
 - (i) make agreements with other persons to exercise the Community Association's rights or Functions in connection with the Restricted Property;
 - (ii) make Rules in relation to Restricted Property;
 - (iii) install security devices in the Restricted Property as if it were Community Property;
 - (iv) lock or secure the Restricted Property as if it were Community Property;
 - (v) regulate traffic across the Restricted Property as if it were Community Property; and
 - (vi) licence use of any part of the Restricted Property as if it were Community Property;
- (c) a plan showing the part of the Subsidiary Body Property in respect of which the Subsidiary Body is to make the Restricted Property by-law; and
- (d) the consent of the person intended to have the benefit of the relevant Restricted Use Rights.

9.4 If a Community Development Lot of which the Developer is the Owner is to be subdivided by a Subsidiary Plan, the Developer can procure that a by-law is included in the applicable Subsidiary Body by-laws and/or management statement by which the Subsidiary Body grants Restricted Use Rights:

- (a) to whichever of the Community Association and the Developer;
- (b) in such terms; and
- (c) in respect of such part of the Subsidiary Body Property,

as the Developer determines in its absolute discretion.

9.5 In addition to its powers under the Community Titles Legislation and elsewhere in this Management Statement, the Community Association has the power under this by-law 9 to consent to and accept any grant to the Community Association of Restricted Use Rights in respect of Restricted Property and must consent to and accept any such grant unless the Community Association, having obtained the prior consent of the Developer if it is then the Owner of any Lot, resolves not to do so by Special Resolution.

9.6 A Subsidiary Body can only make:

- (a) a Restricted Property by-law in connection with Subsidiary Body Property; or
- (b) a by-law affecting Restricted Property in connection with Subsidiary Body Property,

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after the expiry of the Initial Period of the Subsidiary Body Scheme, by Special Resolution, with the prior consent of the person intended to have or already having the benefit of the relevant Restricted Use Rights and, while the Developer is the registered proprietor of any Lot, with the prior consent of the Developer.

9.7 A Subsidiary Body can only vary:

- (a) a Restricted Property by-law; or
- (b) an existing by-law affecting Restricted Property in connection with Subsidiary Body Property,

after the expiry of the Initial Period of its Subsidiary Body scheme, by Special Resolution, with the prior consent of the person with the benefit of the relevant Restricted Use Rights and, while the Developer is the Owner of any Lot, with the prior consent of the Developer.

9.8 This by-law 9 can only be varied:

- (a) after the expiry of the Initial Period of the Community Scheme; and
- (b) by Special Resolution of the Community Association; and
- (c) while the Developer is the Owner of any Lot, with the prior consent of the Developer.

10. Conversion of Community Development Lot to Community Property

- 10.1 If the Developer wishes to convert a Community Development Lot to Community Property, it must give a notice in that regard to the Community Association.
- 10.2 If the Developer gives a notice referred to in by-law 10.1 and includes with that notice the conversion instrument and the items referred to in schedule 6 to the Development Act (or other relevant schedule), then, in addition to its powers under the Development Act and elsewhere in this Management Statement, the Community Association has the power under this by-law 10 to consent and must do all acts, matters and things necessary for it to consent to the conversion.

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PART 3 MANDATORY MATTERS

The by-laws in part 3 of this Management Statement may only be amended or revoked by a Special Resolution of the Community Association (see section 14(3)(c) of the Community Land Management Act 1989).

11. Community Property

11.1 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Property.

11.2 The Community Association must comply with any storm water management protocol developed by the Developer in consultation with the Council.

11.3 An Owner or Occupier must obtain the written approval of the Community Association before the Owner or Occupier does any of the following to the Community Property:

- (a) leaves anything on the Community Property;
- (b) obstructs the use of the Community Property;
- (c) uses any part of the Community Property for the Owner's or Occupier's own purposes;
- (d) erects on the Community Property any structure;
- (e) does or permit anything which might damage Community Property; or
- (f) alters the Community Property.

11.4 An Owner or Occupier must:

- (a) give notice to the Community Association of any damage or defect in the Community Property immediately after the an Owner or Occupier becomes aware of any such damage or defect;
- (b) use anything on the Community Parcel only for purposes for which it was constructed or provided; and
- (c) only use or enjoy the Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Owner or Occupier or a Permitted Person.

11.5 An Owner or Occupier must:

- (a) not interfere with or damage the Community Property; and
- (b) compensate the Community Association for any damage caused to the Community Property while that Owner or Occupier uses the Community Property.

11.6 This by-law 11 is subject to the rights of the Developer under part 2 of this Management Statement.

12. Landscaped Areas and Services

12.1 Subject to by-law 5 and by-law 6, an Owner or Occupier has access to the use of the Landscaped Areas on the terms set out in this Management Statement and as prescribed by the Community Association from time to time.

12.2 The Community Association must control, manage, maintain, renew and replace the Landscaped Areas.

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12.3 An Owner and Occupier must:

- (a) comply with all directions of the Community Association in relation to the Landscaped Areas;
- (b) not interfere with the Landscaped Areas; and
- (c) not do or omit to do an act that results in damage or destruction to any part of the Landscaped Areas.

12.4 The Community Association may enter into agreements with third parties in respect of the control, management, operation, maintain and repair of the Landscaped Areas by those third parties.

12.5 The Community Association is responsible for and must control, manage, maintain, repair and replace any Service and associated Service Lines in the Community Parcel for which no Service Provider is responsible.

12.6 As at the date of this Management Statement, the following Services are or are intended to be provided by the following Services Providers:

- (a) Gas: Jemena Gas Networks (NSW) Limited
- (b) Water: Sydney Water
- (c) Electricity: Endeavour Energy
- (d) Drainage: Private connecting to Parramatta City Council drainage system
- (e) Telecoms: Business Services and Resources Pty Ltd trading as Service Elements
- (f) Sewer: Sydney Water

12.7 If a later prescribed diagram is required under section 36(4) of the Development Act because a Service Line is installed in a different position from that shown in the prescribed diagram for the Service Line, the Owner of any Lot (including the Community Association) that would be burdened by the statutory easement for the Service Line shown must do everything necessary to ensure that the later prescribed diagram is lodged and registered as an amendment of this Management Statement.

13. Access ways

13.1 Subject to the rights of the Developer under by-law 5, the Community Association is responsible for the control, management and operation, maintenance and repair of any Access Ways.

13.2 The Owners and Occupiers must:

- (a) comply with all directions from the Community Association in relation to the Access Ways; and
- (b) not do or omit to do an act that results or may result in damage or destruction to any part of the Access Ways.

13.3 The Community Association, each Subsidiary Body and each Owner and Occupier acknowledges that:

- (a) use of the Access Ways is available to the Community Association, each Subsidiary Body and each Owner and Occupier after the rights of the Developer under by-law 5 have ended in connection with those parts of Community Property; and
- (b) a public positive covenant has been or is intended to be created under section 88E or section 88B of the *Conveyancing Act 1919* for public access over parts of Community Property and parts of Subsidiary Body Property comprising areas to be publicly accessible, in favour of and to the reasonable satisfaction of Council. The terms of the positive covenant and easement will

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burden such parts of Community Property and Subsidiary Body Property that comprise Publicly Accessible Open Space, Landscaped Areas intended for use by the public and such extent of roads and Access Ways reasonably necessary in order for the public to obtain access to that Public Accessible Open Space. Nothing in the terms of the positive covenant and easement will detract from the Community Association's obligation to be responsible for the control, management, operation, maintenance and repair of those areas.

14. Insurance

14.1 The Community Association shall take and maintain insurance for all matters prescribed in section 40 of the Management Act.

14.2 The Owner or Occupier of a Lot must not, except with prior written consent of the Community Association, do anything that might invalidate, vitiate, suspend or increase the premium for any insurance policy taken out or under consideration by the Community Association.

15. Fencing

15.1 Subject to this by-law 15 the Dividing Fences Act 1991 (NSW) applies to the provision of, and payment for, any fence in the Community Parcel.

15.2 Unless it resolves to do so, the Community Association need not provide or pay for any fencing work as defined in the Dividing Fences Act, 1991 (**Fencing Work**) in the Community Parcel.

15.3 The Developer need not provide or pay for any fence in the Community Parcel.

15.4 While the Developer is the Owner of a Lot, the consent of the Developer is required for the construction of any fence on a Community Development Lot.

15.5 The Community Association is responsible for any Fencing Work required for any fences located entirely within Community Property and on the common boundary of and dividing Community Property and Subsidiary Body Property. However, the Community Association need not contribute to the cost of any Fencing Work with respect to any fence or proposed fence on the common boundary of and dividing Community Property from any other Lot.

16. Garbage Disposal generally

16.1 An Owner or Occupier must not deposit garbage on:

- (a) Community Property or Subsidiary Body Property other than in an appropriate receptacle or space;
- (b) any Lot other than their Lot; or
- (c) their Lot other than in an appropriate receptacle or space.

16.2 The Community Association is responsible for arranging garbage collection and disposal for the Community Parcel.

17. Executive Committee

17.1 The Executive Committee must be established under the Management Act.

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17.2 Each Subsidiary Body may only appoint one (1) person to be a member of the Executive Committee.

17.3 The Executive Committee will have a chairman and secretary, to be elected by the Executive Committee by their authorised representative under by-law 17.2. For the avoidance of doubt, the chairman and secretary must not be the same person. The Executive Committee may appoint other officers to help it perform its Functions. If the Executive Committee appoints an officer, it must clearly define the duties of that officer.

17.4 The secretary shall prepare and distribute notices and minutes of meeting of the Executive Committee and establish and maintain the books and records of the Executive Committee, according to this Management Statement and the Law and otherwise as directed by the Community Association.

17.5 The Function of the chairman is to preside at General Meetings of the Community Association and meetings of the Executive Committee at which the chairman is present.

17.6 The Executive Committee may appoint one or more sub-committees comprising one or more of its members to:

- (a) conduct investigations;
- (b) perform Functions on behalf of the Executive Committee; and
- (c) report the findings of the sub-committee to the Executive Committee.

17.7 A member of the Executive Committee is:

- (a) not entitled to any remuneration for the performance of that person's Functions; and
- (b) entitled to reimbursement for reasonable out of pocket expenses incurred by that person in the performance of that person's Functions.

17.8 A member of the Executive Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Executive Committee, except for any fraudulent or negligence on that part of that member.

18. Meetings

18.1 Subject to the provisions of the Management Act, the Executive Committee may:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as the Executive Committee thinks fit;
- (b) make decisions on the day to day administration of the Community Association;
- (c) make decisions in relation to applications for consent under this Management Statement; and
- (d) subject to this Management Statement, regularly call a meeting of the Executive Committee.

18.2 Each Subsidiary Body must in writing to the secretary authorize a single individual to represent it on the Executive Committee and to attend a meeting of the Executive Committee.

18.3 The Manager and the Caretaker are entitled to attend meetings of the Executive Committee but shall have no voting rights in their own capacity.

18.4 An Owner may address the meeting only if the Executive Committee approves the person to do so.

18.5 The members must give the secretary at least 14 days to convene the meeting. If the secretary is

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absent, a member of the Executive Committee must convene the meeting.

18.6 Subject to section 38(3) of the Management Act, a resolution is valid as if it has been passed at a duly convened meeting of the Executive Committee even though the meeting was not held if:

- (a) the person convening the meeting has observed this Management Statement and the Management Act;
- (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (c) the resolution has been approved in writing by a majority of members of the Executive Committee.

18.7 Before each Executive Committee meeting, the Executive Committee must prepare an agenda for the meeting. This agenda must list the business that the Executive Committee will deal with at the Executive Committee meeting.

18.8 Before a meeting of the Executive Committee, the Executive Committee must:

- (a) notify members of the Community Association of the meeting including details of the meeting; and
- (b) provide each member of the Community Association with a copy of the agenda for the meeting.

18.9 The agenda must list the business that the Executive Committee will deal with at the meeting.

18.10 The secretary must ensure that:

- (a) minutes of the Executive Committee are sent to each member of the Community Association within 7 days of the meeting; and
- (b) that the following are properly kept:
 - (i) agendas and minutes of meetings of the Executive Committee;
 - (ii) records of decisions of the Executive Committee; and
 - (iii) records of notices.

18.11 If the secretary is absent, then the chairperson must ensure that the Executive Committee complies with by-law 18.

19. Amounts Payable

19.1 An Owner must pay:

- (a) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and
- (b) on demand any costs, charges and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this Management Statement in relation to the Owner or Occupier.

19.2 If a contribution or amount payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable under section 20A(1) of the Management Act.

19.3 If an Owner fails to pay any amount payable pursuant to this Management Statement by the due

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date, that Owner may not vote at any General Meeting (including the first annual general meeting) until such time as the outstanding payment has been paid.

19.4 Nothing in this by-law 19 prevents the Community Association from recovering any amount exceeding interest calculated under this by-law as a consequence of any amount not being paid when due.

19.5 A certificate signed by the Community Association, its Managing Agent or the secretary of the Executive Committee about a matter or a sum payable to the Community Association is prima facie evidence of:

- (a) the amount; or
- (b) any other fact stated in that certificate.

20. Voting

20.1 Voting of each member at a General Meeting (including the first annual general meeting) shall be based on the unit entitlement of the Community Development Lot or former Community Development Lot if a Subsidiary Plan was lodged in connection with that Community Development Lot.

20.2 Subject to any requirements in this Management Statement for a Unanimous Resolution, the decision represented by a majority of votes on a matter at a meeting at which a quorum is present is the decision of the Community Association.



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PART 4 OPTIONAL MATTERS

These by-laws in part 4 of this Management Statement may only be amended or revoked by a Special Resolution of the Community Association (see section 14(3)c of the Community Land Management Act 1989).

21. Behaviour of Owners, Occupiers and Permitted Persons

21.1 An Owner or Occupier must not create any noise on a Lot or on Association Property which might interfere with the peaceful enjoyment of another Owner or Occupier or Permitted Person.

21.2 An Owner or Occupier must not:

- (a) obstruct lawful use of Association Property; or
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to a Permitted Person and must be adequately clothed while on Association Property and any part of a Lot that is visible from Association Property.

21.3 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier:

- (a) plays only on Association Property which is an open space area that is not dangerous or hazardous to children; and
- (b) only remains in or on Association Property comprising any area of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

21.4 An Owner or Occupier must ensure that a Permitted Person does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other Permitted Person.

21.5 An Owner or Occupier must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Association Property or in the Landscaped Areas; or
- (b) use for his or her own purposes as a garden any portion of the Association Property or the Landscaped Areas.

22. Subsidiary Body Property

22.1 An Owner or Occupier may only do the following to Subsidiary Body Property if that Owner or Occupier first obtains the written approval of that Subsidiary Body (or the Community Association instead if the Community Association has been granted Restricted Use Rights in respect of that Subsidiary Body Property):

- (a) leave anything on Subsidiary Body Property;
- (b) obstruct the use of Subsidiary Body Property;
- (c) use any part of Subsidiary Body Property for the Owner's or Occupier's own purposes;
- (d) erect any structure on Subsidiary Body Property;
- (e) attach any item to Subsidiary Body Property;
- (f) do or permit anything to be done to Subsidiary Body Property which might cause damage; or
- (g) alter the Subsidiary Body Property.



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22.2 An Owner or Occupier must:

- (a) give notice to the relevant Subsidiary Body of any damage to or defect in the Subsidiary Body Property immediately after an Owner or Occupier becomes aware of any damage or defect;
- (b) use a thing on the Subsidiary Body Property only for the purpose for which it was constructed or provided; and
- (c) only use or enjoy the Subsidiary Body Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Subsidiary Body Property by another Owner or Occupier or a Permitted Person.

23. Washing

23.1 An Owner or Occupier must not hang any washing, bedding or other articles of a similar nature:

- (a) on any balcony of a Lot, on the outside of a building on a Lot or the outside of a building containing a Lot;
- (b) in any area visible from any Association Property, road, footpath, parks and the like about the Community Parcel; and
- (c) on any part of the Community Parcel.

24. Storage of Flammable Liquids

24.1 An Owner or Occupier may only store on their Lot or any other part of the Community Parcel any flammable chemical, gas or other material if that Owner or Occupier first obtains the written approval of the Community Association.

24.2 By-law 24.1 does not apply to chemicals, liquids, gases or other material used or intended to be used:

- (a) for domestic purposes; or
- (b) in the fuel tank of a Vehicle or internal combustion engine.

25. Keeping of Animals

25.1 If, under the by-laws of the relevant Subsidiary Body, an Owner or Occupier is permitted to keep an animal, then, the Owner or Occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner's or Occupier's Lot;
- (b) must ensure that, when on any other part of the Community Parcel other than the Owner's or Occupier's Lot, the animal is accompanied by the Owner or Occupier and kept appropriately tethered and under control;
- (c) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Community Parcel; and
- (d) is liable to the Owners and Occupiers of other Lots and each other Permitted Person lawfully on the Community Parcel for:
 - (i) any noise made by the animal which is disturbing to an extent which is unreasonable; and
 - (ii) for damage to or loss of property or injury to any person caused by the animal.

25.2 This by-law 25 applies to any Permitted Person or visitor to the Community Parcel.

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26. Parking Restrictions

26.1 Subject to by-law 26.2 an Owner or Occupier must not park a Vehicle on the Community Parcel.

26.2 An Owner or Occupier may park a Vehicle:

- (a) in a garage or driveway on that Owner's or Occupier's Lot; or
- (b) in an area on the Community Parcel designated by the Community Association as being an area where a Vehicle may be parked; and
- (c) in an area on Subsidiary Body Property designated by the Subsidiary Body as being an area where a Vehicle may be parked.

26.3 An Owner or Occupier must not park a boat, trailer, caravan, horse float or any other towable item on any part of that Owner's or Occupier's Lot which is visible from any Association Property or road.

26.4 No Owner's or Occupier's Vehicle with a gross weight in excess of 2 tonnes is permitted to stand on any part of the Community Parcel.

26.5 An Owner or Occupier must not undertake repairs to any Vehicles on Association Property or on any part of a Lot that is visible from outside that Lot.

26.6 The Community Association and the Subsidiary Bodies shall have the following powers and authorities, in addition to those conferred upon it by the Community Titles Legislation and the by-laws, 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 Association Property or in a visitor carparking space contrary to this by-law 26:

- (a) the power to remove the Vehicle from the Association Property or visitor carparking space; and/or
- (b) the power to clamp the wheel(s) of the Vehicle; and
- (c) the power to recover the costs of exercising any power pursuant to this by-law from that Owner or Occupier.

26.7 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 Community Association and Subsidiary Bodies exercising the powers and authorities stated in by-law 26.6 in relation to any Vehicle owned by them.

27. Private Services

27.1 The Community Association may, on its own behalf or on behalf of a Subsidiary Body:

- (a) provide Private Services to a Subsidiary Body or an Owner or Occupier;
- (b) arrange for the installation and maintenance of proposed Service Lines for the provision of Private Services; and
- (c) contract with any person to monitor or provide, in part or in whole, Private Services.

27.2 An Owner or Occupier must not do anything which interferes, obstructs access to, overloads or damages Private Services.

27.3 An Owner or Occupier must immediately notify the Community Association of any damage to or the defective operation of any Private Service anywhere within the Community Parcel.

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27.4 Subject to section 60 of the Management Act, the Community Association and a person authorised by the Community Association may enter a Lot at all reasonable times to maintain, repair, alter, add to or increase the capacity of or renew Private Services.

28. Community Association's Rights and Obligations

28.1 The Community Association may, on its own behalf or on behalf of each Subsidiary Body, contract with persons to provide:

- (a) management, operational, maintenance and other services for Association Property;
- (b) services or amenities to the Owners or Occupiers; and
- (c) services or amenities to Association Property.

28.2 The Community Association may do anything on a Lot:

- (a) which should have been done by an Owner or Occupier under this Management Statement but which has not been done or has not been done properly; or
- (b) to comply with this Management Statement, including remedying removing or restoring anything on that Lot which breaches this Management Statement.

28.3 If by-law 28.3 applies, the Community Association is entitled to:

- (a) enter and remain on the Lot for as long as it is necessary; and
- (b) recover any costs associated with carrying out works under this Management Statement from the Owner of the Lot.

28.4 The Community Association may, for the purpose of exercising and performing its Functions, carry on a business or trading activity.

28.5 If the Community Association carries on business or trading activity, then the Community Association:

- (a) must pay into the sinking fund of the Community Association income derived by the Community Association from its business or trading activities;
- (b) must estimate how much money the Community Association will need to credit to the sinking fund of the Community Association;
- (c) must levy each member for a contribution to meet expenses associated with carrying on a business or trading activities; and
- (d) may distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with clause 17 or schedule 1 to the Management Act.

28.6 If the Community Association suffers a net loss from carrying on its business or trading activities, then the Community Association must impose a levy on each member for a contribution to the sinking fund in order to meet the amount of the net loss.

28.7 The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause except to the extent the damage, loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

28.8 A person must forward complaints, notices or applications to or requests for consideration of matters

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by the Community Association in writing:

- (a) to the Managing Agent of the Community Association; or
- (b) if there is no Managing Agent, to the secretary of the Executive Committee.

29. Obligations of Owners and Occupiers

29.1 An Owner or Occupier must comply on time with:

- (a) each requirement and orders of each Government Agency;
- (b) each Law for the Lot and the use or occupation of the Lot; and
- (c) the terms of any notice displayed on Community Property by the Community Association, Service Provider or by a Government Agency.

29.2 An Owner or Occupier may only directly or indirectly instruct agents, employees or contractors of the Community Association if the Community Association authorises the Owner or Occupier to do so.

29.3 An Owner or Occupier must not do any of the following on either that Owner's or Occupier's Lot or on the Community Parcel:

- (a) engage in indecent conduct or any entertainment of a demoralizing character;
- (b) engage in any illegal conduct or activity; or
- (c) do anything that might damage the good reputation of the Community Scheme.

29.4 An Owner or Occupier must take all reasonable steps to ensure that a Permitted Person complies with this Management Statement.

29.5 If an Owner or Occupier cannot comply with by-law 29.4, then that person must:

- (a) withdraw the consent of the person to be on the Community Parcel; and
- (b) request that person to leave the Community Parcel.

29.6 If this Management Statement prohibits an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.

29.7 An Owner or Occupier must compensate the Community Association for any loss or damage to the Community Parcel that is caused or contributed to by a Permitted Person on the Community Parcel with the consent of that Owner or Occupier.

29.8 An Owner whose Lot is the subject of a lease or licence agreement must:

- (a) provide the lessee or licensee with a copy of this Management Statement; and
- (b) take all reasonable steps, including any action available under the lease or licence agreement, to ensure that the lessee or licensee of the Lot and any person on the Community Parcel with the consent, express or implied, of the lessee or licensee, complies with this Management Statement and any Rules.

29.9 Anything which an Owner or Occupier is required to do under this Management Statement must be done at the cost of the Owner or Occupier.

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30. Rules

30.1 The Community Association may make, and at any time add to, Rules for the control, management, operation, use and enjoyment of the Community Parcel and the Community Property.

30.2 The Rules must be consistent with:

- (a) the Management Act;
- (b) the Development Act;
- (c) all Laws;
- (d) this Management Statement; and
- (e) the terms of the Development Consent.

30.3 The Rules bind an Owner, Occupier, mortgagee in possession of a Lot, lessee of a Lot, Permitted Person and each Subsidiary Body.

31. Community Management Services Agreement

31.1 The Community Association, during the Initial Period, intends to enter into an agreement to appoint a manager ("Manager").

31.2 The effect of the agreement is disclosed for the purposes of section 24(2) of the Management Act in this by-law.

31.3 The parties to the agreement will be:

- (a) the Community Association; and
- (b) a person nominated by the Developer as the Manager, which may be an entity related to the Developer.

31.4 The term of the agreement will be 3 years.

31.5 The duties of the Manager may include:

- (a) the usual administrative managing agent duties, including:
 - (i) convening and chairing meetings of the Community Association;
 - (ii) the preparation and arrangement of insurance policies, valuations and renewals;
 - (iii) the preparation and distribution of notices and minutes and the provision of secretarial services for General Meetings and Executive Committee meetings;
 - (iv) the enforcement of the by-laws of the Community Association;
 - (v) the conduct of dispute resolution procedures;
 - (vi) the provision of accounting services;
 - (vii) the supervision of the cleaning, caretaking, security, supervision, service, general repair and maintenance or renewal and replacement of:
 - a. Community Property;
 - b. Subsidiary Body Property use of which is restricted to the Community Association;
 - or
 - c. any personal property vested in the Community Association; and
- (b) any other matter, activity or thing which the Manager and the Community Association agrees is

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necessary or desirable for the operation and management of the Community Association.

31.6 The Manager's fee (net of disbursements including postage, copying and facsimiles) is to be a fair market rate for the term of the agreement.

31.7 The Manager has the right at any time to assign its rights under the agreement to a respectable and responsible assignee.

31.8 The agreement may be terminated by the Community Association if the Manager:

- (a) assigns its interest in the agreement in breach of the assignment provisions;
- (b) fails or neglects to carry out its duties after the Community Association gives it 30 days notice of the failure or neglect; or
- (c) is guilty of gross misconduct or gross negligence in performance of its duties.

31.9 After the termination of the agreement, the Community Association is empowered to enter into agreements with third parties for the provision of services similar to or in addition to the duties of the Manager set out in this by-law 31.

32. Caretaker Services Agreement

32.1 The Community Association, during the Initial Period, intends to enter into, or authorise the Manager to enter into, an agreement to appoint a caretaker ("Caretaker") for the control, management and administration of the Community Property and the provisions of services, including security services to the Community Association.

32.2 The parties to the agreement will be:

- (a) the Community Association or the Manager (on behalf of the Community Association); and
- (b) a person nominated by the Developer as the Caretaker, which may be an entity related to the Developer.

32.3 The term of the agreement will be 10 years.

32.4 Any agreement with a caretaker ("caretaker agreement") may include terms relating to the following:

- (a) caretaking, supervising and servicing the Community Property to a standard consistent with use of lots in the Community Scheme as high class residential apartments and/or townhouses;
- (b) supervising the cleaning, repair, maintenance, renewal or replacement of Community Property and any personal property vested in the Community Association;
- (c) providing services to the Community Association, Owners and Occupiers including, without limitation, the services of a handy person;
- (d) providing a letting, property management and sales service;
- (e) supervising Community Association employees and contractors;
- (f) providing cleaning and gardening services to the Community Association;
- (g) supervising the use including the cleaning, repair and maintenance of the Community Facilities, the Special Restricted Property and the Recreational Facilities Restricted Property; and
- (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 Community Property.

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32.5 The Community Association 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 Community Property for the purpose of promoting the letting, property management and sales service of the Caretaker; and
- (c) grant the Caretaker an exclusive right of use and enjoyment, or special privileges in respect of, the whole or a specified part of the Community Property as the caretaker's area.

32.6 The Community Association 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 32.

32.7 The Owner or Occupier must not:

- (a) interfere with or obstruct the Caretaker from performing the Caretaker's duties under the agreement referred to in this by-law 32, or
- (b) interfere with or obstruct the Caretaker from using any part of the Community Property designated by the Community Association for use by the Caretaker.

32.8 The Caretaker's fee (net of disbursements) is to be a fair market rate for the term of the agreement.

32.9 The Caretaker has the right at any time to assign its rights under the agreement to a respectable and responsible assignee.

33. Trunk drainage and Bio-Detention Basin

The Community Association must do all things necessary to ensure the proper and efficient usage of the trunk drainage that is intended to benefit all buildings within the Community Parcel and drain through Community Property to the on-site bio-detention basin (**Bio-Detention Basin**) to the western part of the Community Parcel. Owners and Occupiers must do all things necessary to comply with any signage or directions of the Community Association regarding the use of, and access to, the Bio-Detention Basin and acknowledge that, in wet weather or periods of constant rainfall, the whole or part of the Bio-Detention Basin may not be accessible and may be closed by the Community Association for safety reasons in any manner the Community Association thinks fit. The Community Association, each Subsidiary Body and each Owner and Occupier acknowledges that a positive covenant will be created for the Bio-Detention Basin over parts of Community Property in favour of and to the reasonable satisfaction of Council. The Community Association, each Subsidiary Body and each Owner and Occupier must not object to the creation of the positive covenant. Nothing in the terms of the positive covenant will detract from the Community Association's obligation to be responsible for the control, management, operation, maintenance and repair of the area the subject of the positive covenant.

34. Bush Regeneration Area

The Community Association must do all things necessary to ensure the proper protection of the bush regeneration area to the north-west of the Community Parcel (**Bush Regeneration Area**). Owners and Occupiers must do all things necessary to comply with any directions of the Community Association

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regarding the use of, and access to, the Bush Regeneration Area and acknowledge that the whole or part of the Bush Regeneration Area may be closed by the Community Association for safety reasons and to protect the bushland in any manner the Community Association thinks fit.

35. Jemena Gas Networks (NSW) Ltd

35.1 The Jemena Gas Networks (NSW) Ltd gas reticulation network is located on Community Property as shown on the Services Plan. The gas reticulation network includes the mains, pipes and other apparatus used for the conveyance, control, measurement and distribution of the substances and for purposes incidental thereto.

35.2 The gas reticulation network is the property of Jemena Gas Networks (NSW) Ltd.

35.3 Jemena Gas Networks (NSW) Ltd is responsible for maintenance, repair, refurbishment, and augmentation of the gas geticulation network located on Community Property. Each Owner owns the inlet pipe connection that connects the Lot to the Jemena Gas Networks (NSW) Ltd gas reticulation networks and is responsible for the cost of maintenance, repair, refurbishment, and augmentation of the inlet pipe connection.

35.4 The Community Association shall permit Jemena Gas Networks (NSW) Ltd to operate the gas reticulation network in accordance with the rights granted under registered dealing Memorandum Z507490B held at the Land and Property Information.

35.5 Jemena Gas Networks (NSW) Ltd is the authority required to consent to any variation, extinguishment or release of any easement, restriction on the use of land or other interest in favour of Jemena Gas Networks (NSW) Ltd.

35.6 If this Community Scheme is to be terminated, the Community Association must, at its cost and before the Community Scheme is terminated, arrange for any Statutory Easement or other interest in the Association Property that benefits Jemena Gas Networks (NSW) Ltd to be converted to a registered interest in the lots burdened by the existing Statutory Easement and take all measures required to have those interests registered at the Land and Property Information on the title to the lots burdened by the Statutory Easement. The interest in the lots burdened by the Statutory Easement must be on the same terms set out in by-law 35 of this Management Statement, except this by-law 35.6 should be deleted.

36. Switch Room access

36.1 The switch room located on the ground level of the building constructed on part of Community Development Lot 2 known as "Building 4 & 5" is intended to be shared with "Buildings 7 & 8", "Buildings 1 & 2", "Building 3" and the Community Property. An easement governing use, access and payment contributions is intended to be created with the Community Plan.

36.2 The Owner of the Lot with the benefit of the easement referred to in by law 36.1 must contribute to the costs of the repair and maintenance of the site of the easement and the switch room and any capital replacement costs incurred from time to time. The contribution towards payment is based on proportionate unit entitlements with all other Owners of Lots benefitted.

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PART 5
BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

These by-laws in part 5 of this Management Statement have been made at the request of a public authority. These by-laws may only be amended or revoked:

- by Special Resolution of the Community Association; and
- with the consent of the public authority (see schedule 3 clause 4 of the Community Land Development Act 1989)

37. Positive covenants and easements

37.1 The Owners and Occupiers acknowledge and agree that a condition of the Development Consent requires the Developer to create public positive covenants under section 88E or section 88B of the *Conveyancing Act 1919* for public access over parts of Community Property and parts of Subsidiary Body Property in favour of and to the reasonable satisfaction of Council. The terms of the positive covenants and easements will burden such parts of Community Property and Subsidiary Body Property that comprise Publicly Accessible Open Space and such extent of roads and Access Ways reasonably necessary in order for the public to obtain access to that Publicly Accessible Open Space.

38. Lighting categories in publicly accessible areas

Any lighting category within those parts of the Association Property that are publicly accessible, must be compatible with the types of lighting required for public areas owned by a Government Agency.

39. Fire Safety

The Community Association must certify to Council each year that the essential services installed in a building within the Community Parcel for the purposes of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard. The purpose of this certification is to ensure that there is adequate safety of persons in the buildings within the Community Parcel in the event of fire and for the prevention of fire, the suppression of fire and the prevention of the spread of fire.

40. Noise – mechanical plant and equipment

An Owner or Occupier must ensure that any noise generated from that Owner's or Occupier's Lot associated with the use of mechanical plant and equipment must not give rise to any one or more of the following:

- (a) transmission of "offensive noise" as defined in the Protection of the Environment Operations Act 1997 to any affected receiver; and
- (b) a sound pressure level at the boundary of any affected receiver that exceeds the background noise level by more than 5dB. The background noise level must be measured in the absence of noise emitted from the use in accordance with Australian Standard AS1055.

Concept Plan
Attachment

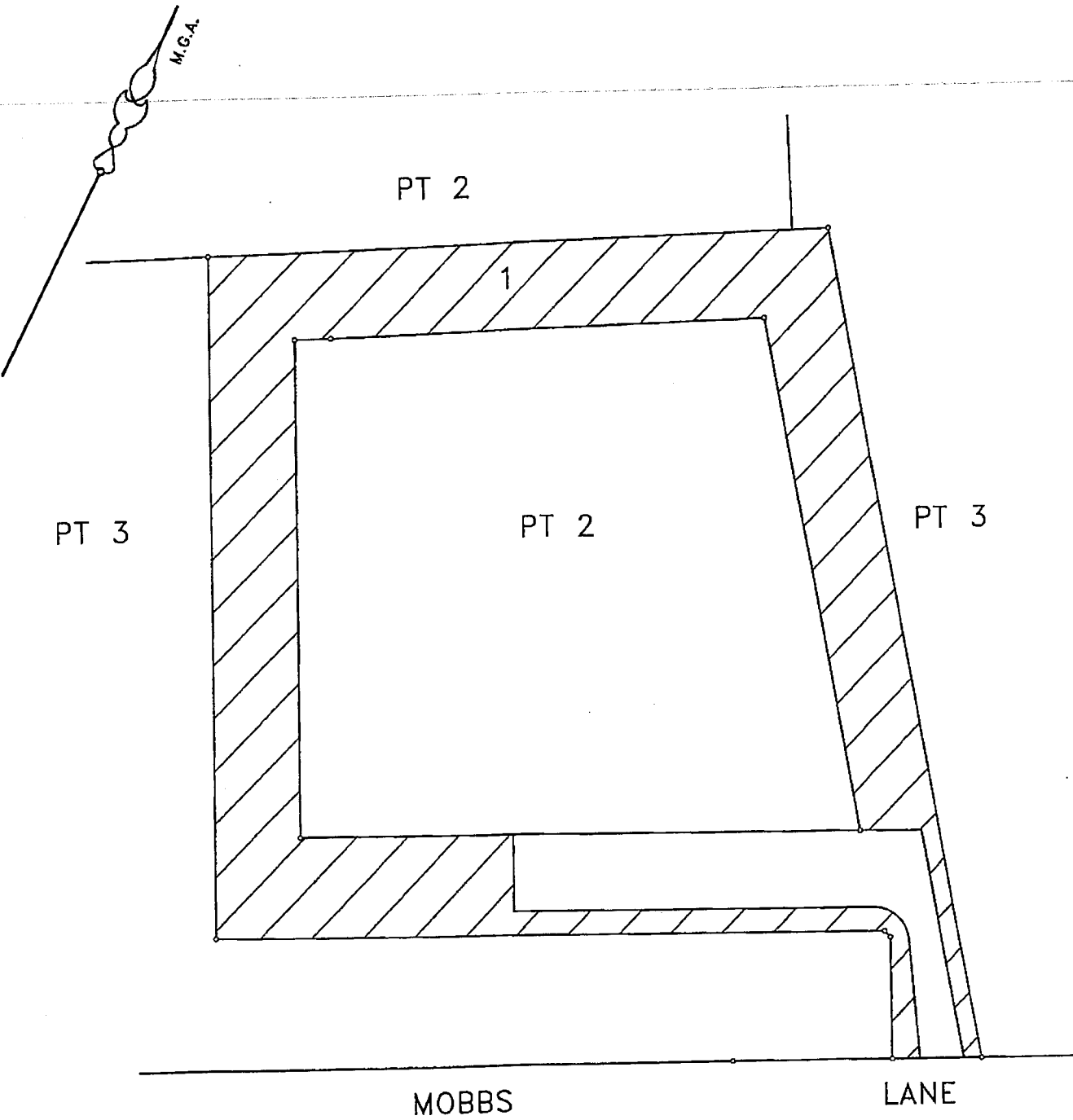
DP270729



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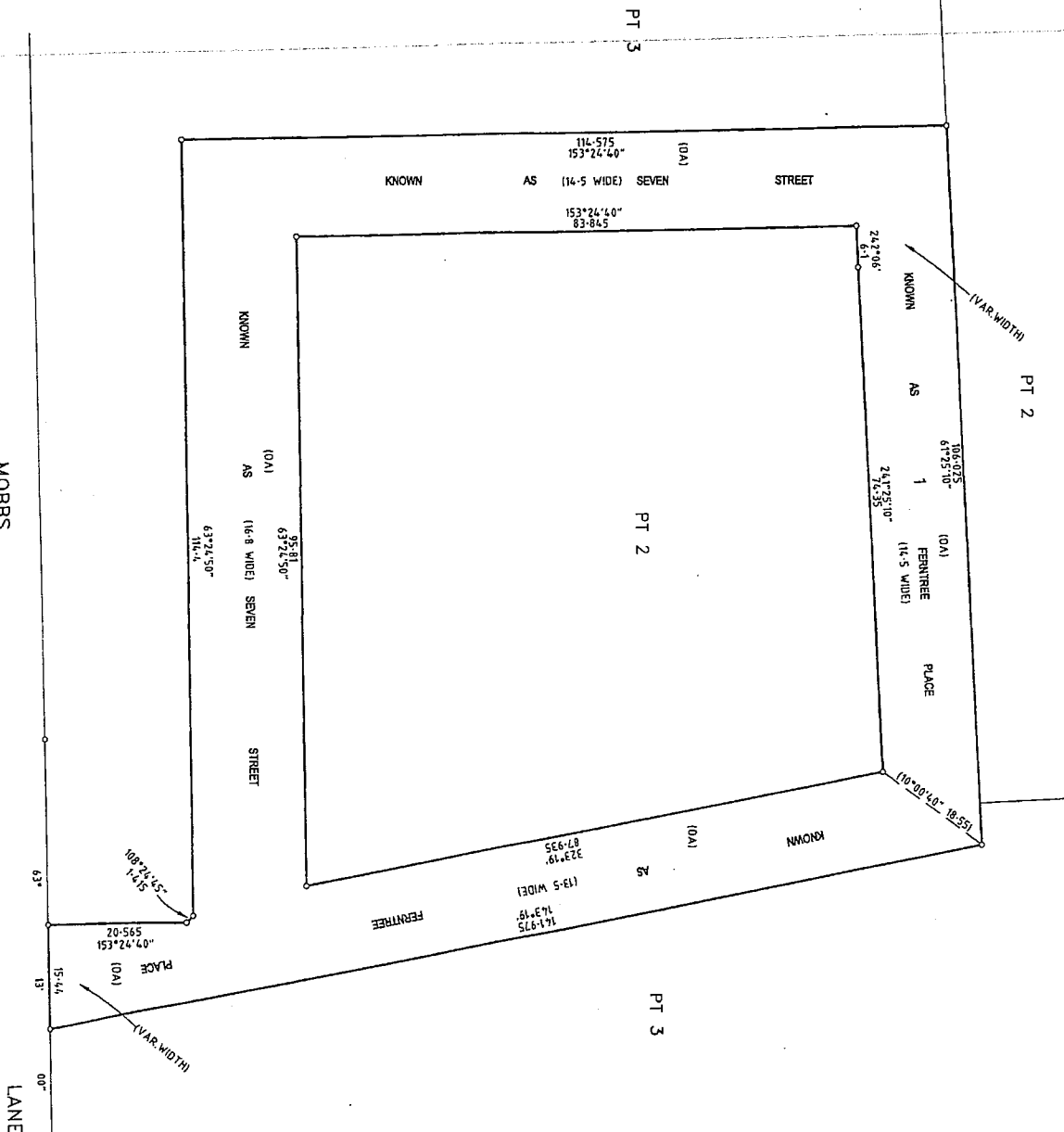
SHEET 34 OF 42

CONCEPT PLAN



DENOTES DEVELOPERS' RESTRICTED COMMUNITY PROPERTY

Approved Form 38
COMMUNITY LAND DEVELOPMENT ACT
NOTE REGARDING ACCESS WAYS
This plan illustrates Open Accessways which are Association Property and are not public roads within the meaning of the Roads Act 1973.



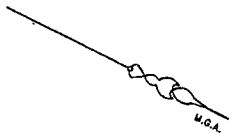
(OA) DENOTES OPEN ACCESSWAY

REGISTERED 03-02-2012

PLAN OF
SUBDIVISION OF LOT 201 DP1170138.

DP270729

\\Epping-CommunityPlan



Reg: RD96152 /Doc: DP 0270729 M /Rev: 03-Feb-2012 /Sta: SO OK /Prt: 27-Feb-2015 11:56 /Pgs: ALL /Seq: 36 of 42
Inf: 15/0064 /Src: B

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

MOBBS

LANE

PT 2

PT 3

PT 2

PT 3

—PT— DENOTES PROPOSED TELECOMMUNICATION LINE

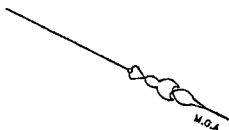
TELECOMMUNICATIONS

REGISTERED 03-01-2012

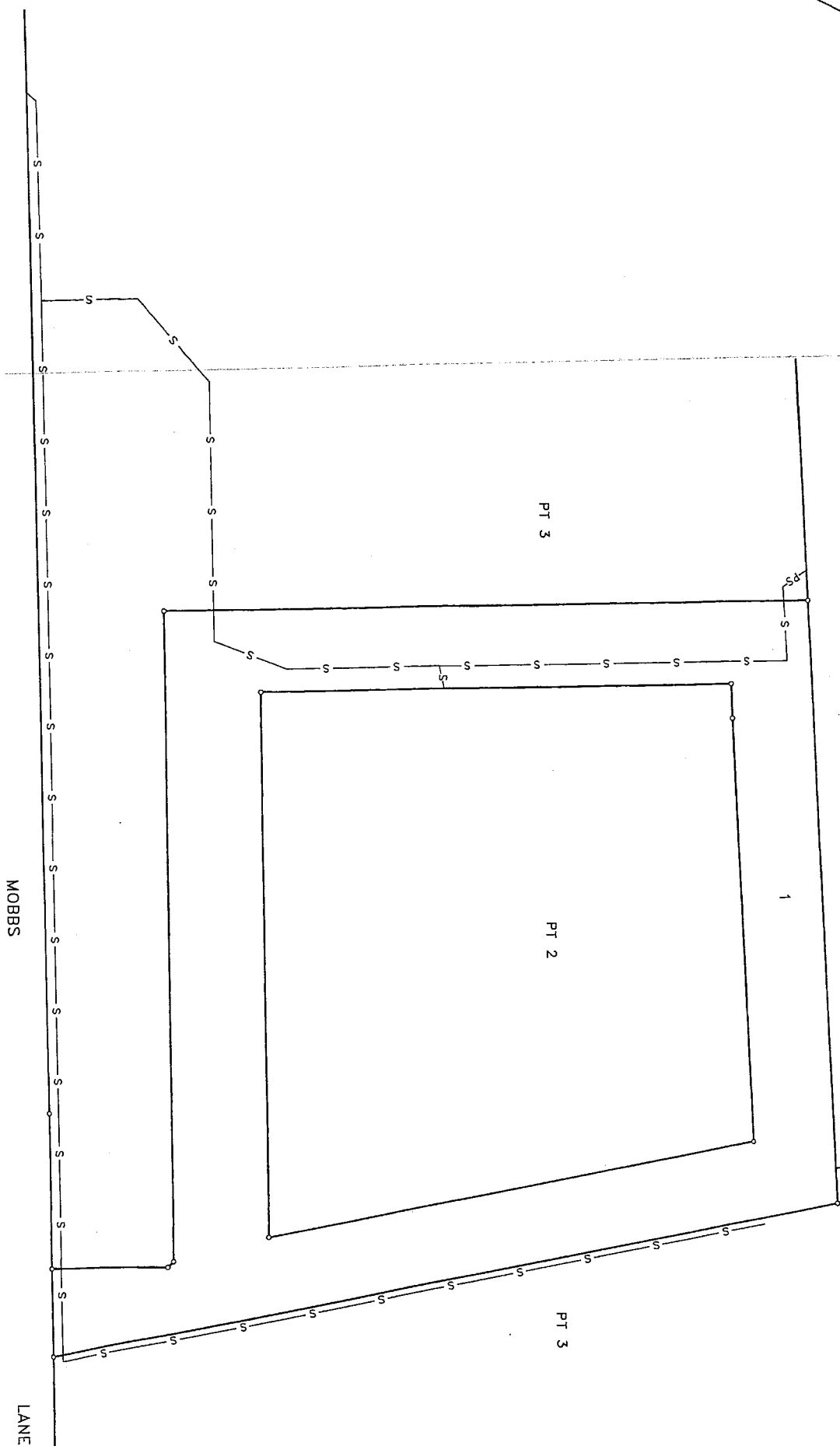
PLAN OF
SUBDIVISION OF LOT 201 DP170138.

DP270729

\\12607-Epping-Communit\plan



SEWER
 — S — DENOTES SEWER MAIN/LINE
 — PS — DENOTES PROPOSED SEWER MAIN/LINE

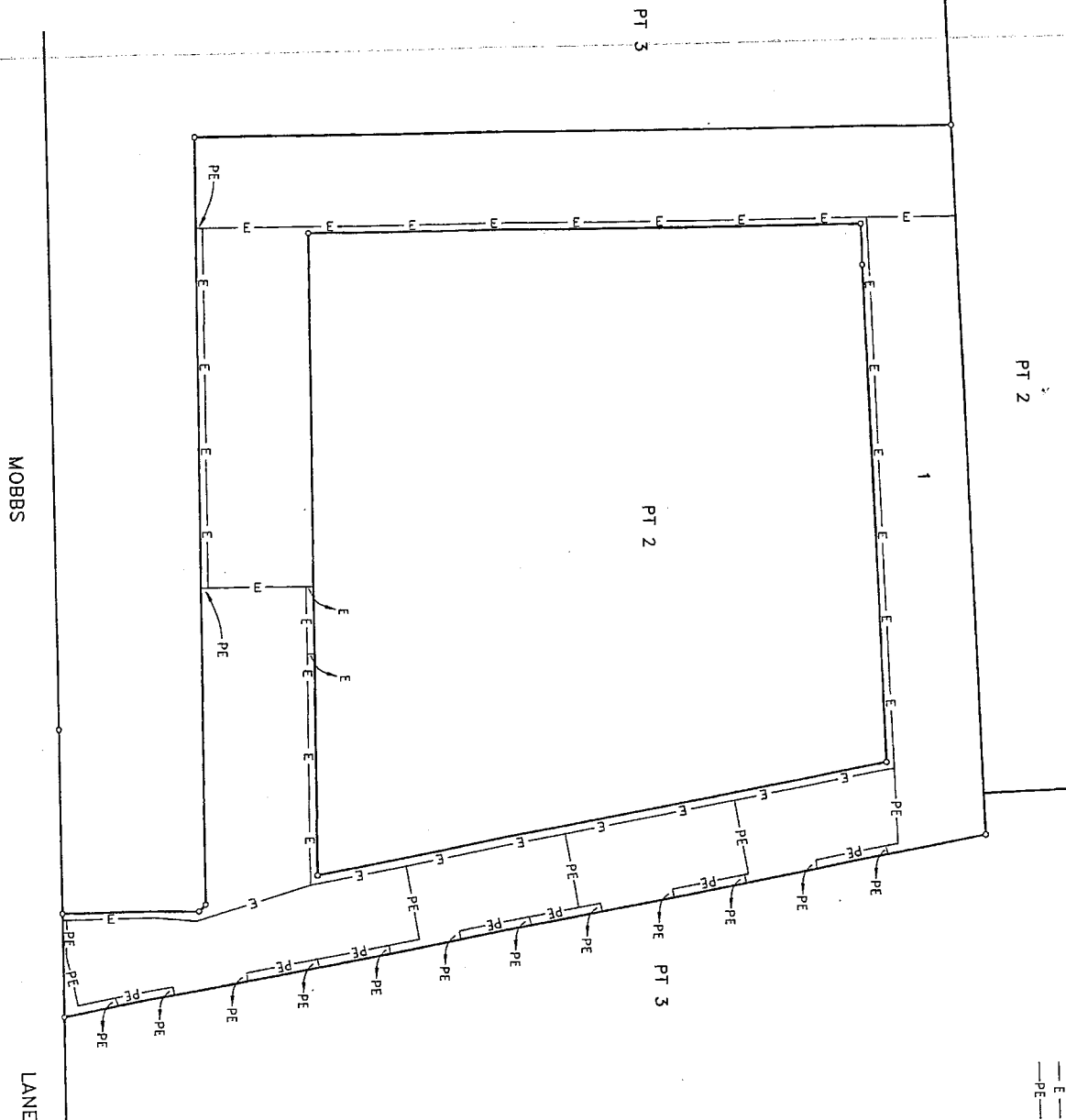


REGISTERED 03-02-2012

PLAN OF
 SUBDIVISION OF LOT 201 DP170138.

DP270729

ELECTRICITY
— E — DENOTES ELECTRICITY CABLES)
— PE — DENOTES PROPOSED ELECTRICITY CABLES)



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P:15/0064 /Sec:0

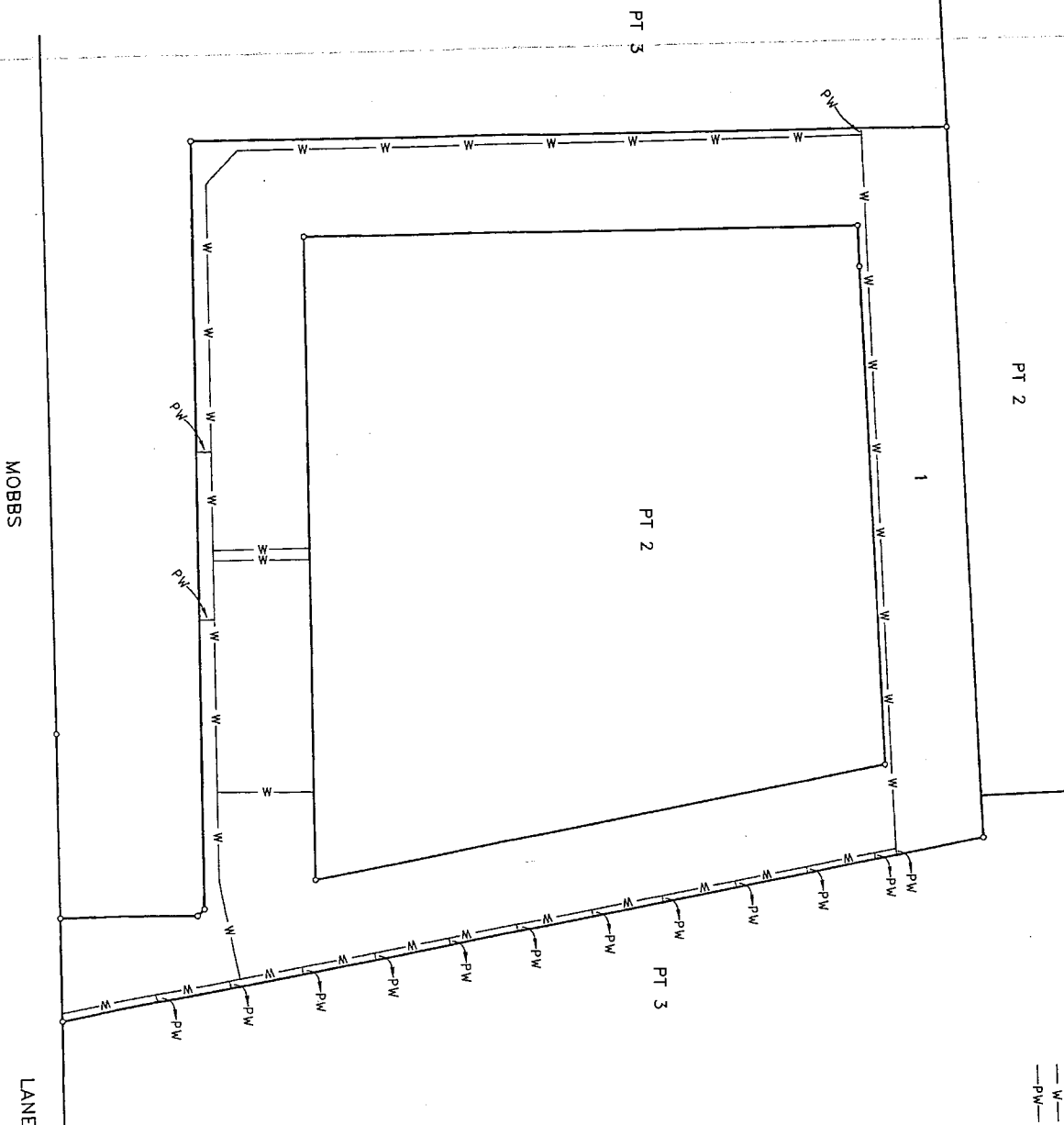
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Table of mm

REGISTERED 03-01-2012

PLAN OF
SUBDIVISION OF LOT 201 DP1710138.

DP270729
\\124607-Epping-CommunityPlan

WATER
— W — DENOTES WATER MAIN/PIPE
— PW — DENOTES PROPOSED WATER MAIN/PIPE

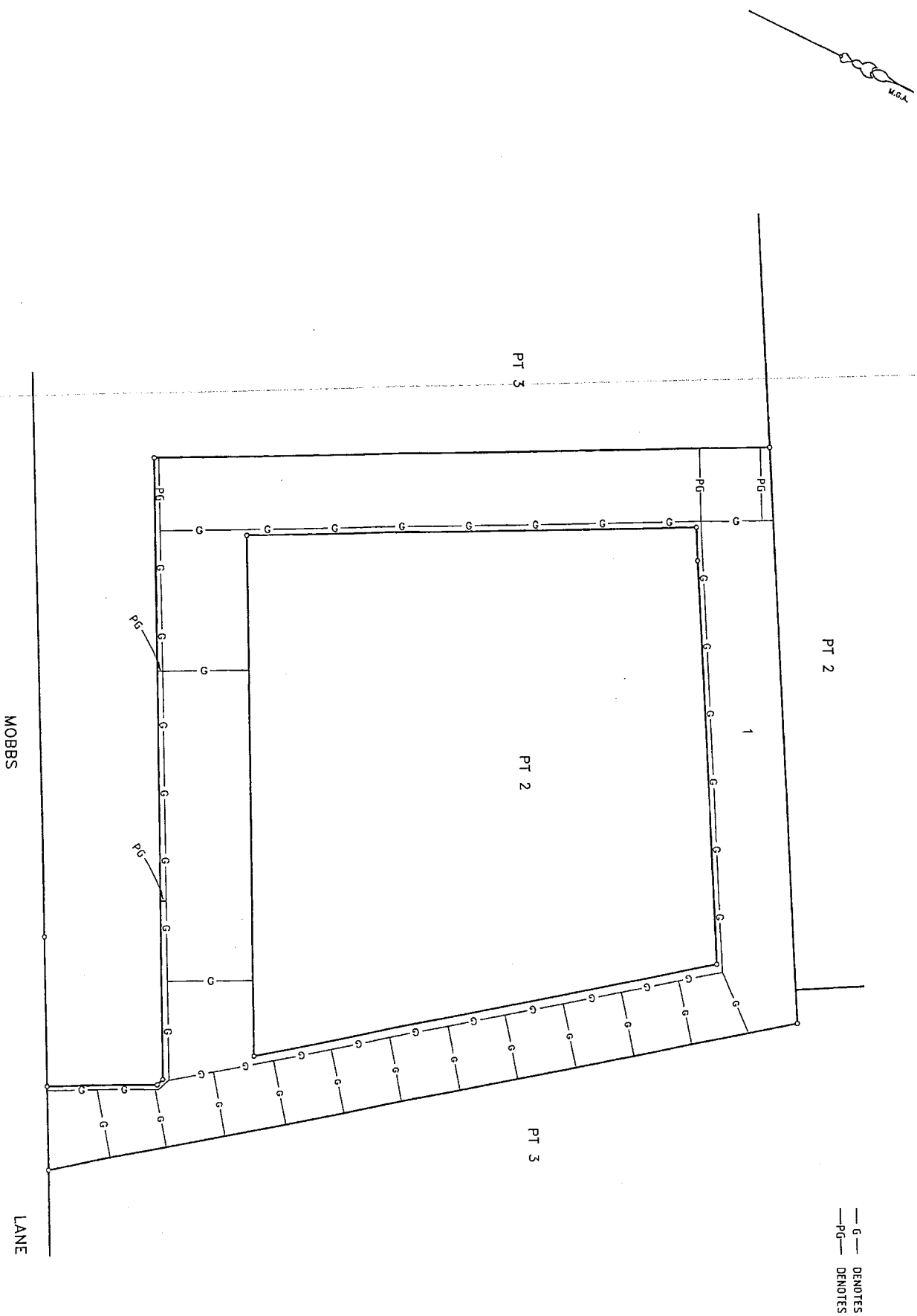


REGISTERED 08-02-2012

PLAN OF
SUBDIVISION OF LOT 201 DP1170138.

DP270729

GAS
— G — DENOTES GAS MAIN/LINE
— PG — DENOTES PROPOSED GAS MAIN/LINE

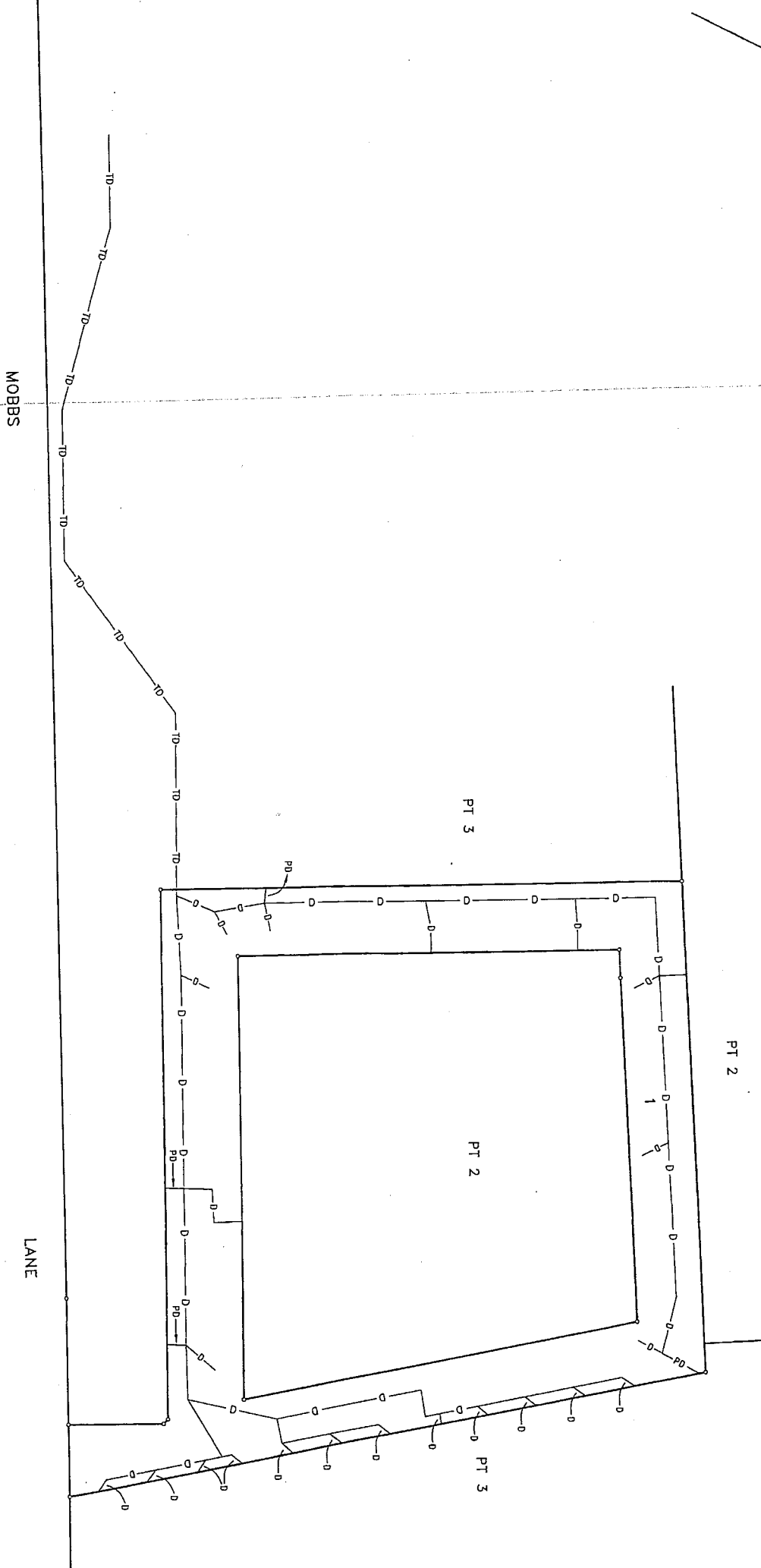


REGISTERED 03 - 02 - 2012

PLAN OF
SUBDIVISION OF LOT 201 DP1710138.

DP270729

- DRAINAGE
- D — DENOTES DRAINAGE LINE
 - TD — DENOTES TEMPORARY DRAINAGE LINE
 - PD — DENOTES PROPOSED DRAINAGE LINE



REGISTERED 03-01-2012

PLAN OF
SUBDIVISION OF LOT 201 DP1170138.

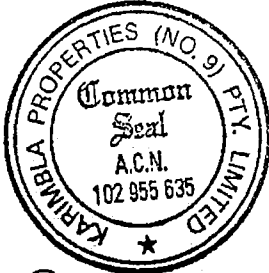
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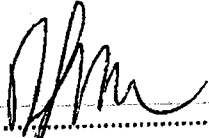
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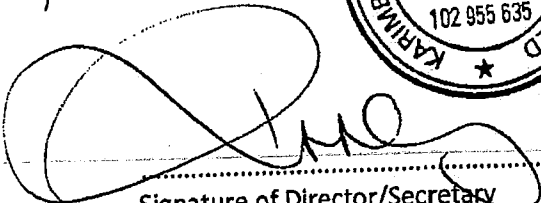
Execution Page

EXECUTION BY THE ORIGINAL PROPRIETOR

EXECUTED by KARIMBLA PROPERTIES (NO. 9)
PTY LTD (ACN 102 955 635) in accordance with
section 127 of the Corporations Act:




Signature of Director


Signature of Director/Secretary

Peter Spira

ROBYN McCULLY

Name of Director

Name of Director/Secretary

Certificate of Approval

It is certified:

- (a) that the consent authority has consented to the development described in Major Project Approval 08_0258(as amended) and
- (b) that the terms and conditions of this management statement are not inconsistent with that development as approved

Date: 16-1-12

Execution of consent authority: 

TERMS OF INSTRUMENT NOT CHECKED IN
IN LAND AND PROPERTY INFORMATION
REGISTERED  03-02-2012

RP 13A



MEMORANDUM OF TRANSFER
REAL PROPERTY ACT, 1900

11/139186
OFFICE USE ONLY
14

This form is for use where the short form of transfer is unsuitable.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words rejected must be ruled through and verified by signature or initials in the margin.

(a) Full name, address and occupation of transferor.

(a) AMALGAMATED TELEVISION SERVICES PTY. LIMITED

hereinafter referred to as the TRANSFEROR

(b) If a less estate strike out in fee simple and add appropriate estate.

being registered proprietor of an estate in fee simple⁽¹⁾

(c) A short note will suffice. If an encumbrance is not yet registered particulars sufficient for identification must be furnished.

in the land hereinafter described, subject to the following encumbrances and interests

(c) Reservations and conditions, if any, contained in the Crown Grant.

in consideration of FIVE THOUSAND DOLLARS (\$5,000.00)

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by⁽²⁾

THE PROSPECT COUNTY COUNCIL

hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e) THE PROSPECT COUNTY COUNCIL of 10 Smith Street, Parramatta.

hereinafter referred to as the TRANSFEEE

an estate in fee simple⁽¹⁾

in the land described in the following schedule

(1) Insert lot and plan number, volume, etc. See also sections 327 and 327A of Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only ⁽¹⁾	County	Parish
Volume	Folio				
<u>12551</u> 12251	<u>56</u>	<u>WHOLE</u>		<u>CUMBERLAND</u>	<u>FIELD OF MARS</u>

K 1109

BT 437-5

RULE UP ALL BLANKS

1068 B

12551-56

(g) Here insert any easements, restrictive covenants, or exceptions intended to be included. Easements and restrictive covenants must comply with section 2 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 1 1/2 inches and other margins of not less than 1 inch should be preserved. Each additional sheet must be signed by the parties and the attesting witnesses.

The Transferee hereby covenants with the Transferor that no fence shall be erected on the land hereby transferred to divide it from any adjoining land owned by the Transferor but only during the ownership thereof by the Transferor and its assigns other than purchasers on sale without the consent in writing of the Transferor but such consent shall not be withheld if any such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferee such consent shall be deemed to have been given in respect of every fence for the time being erected AND IT IS HEREBY AGREED AND DECLARED as follows:-

- (a) the burden of the above restriction is imposed on the land hereby transferred or any part thereof;
- (b) the benefit of the said restriction is appurtenant to Lot 2 in Deposited Plan No. 570891;
- (c) the said restriction may be released varied or modified by the registered proprietor or proprietors for the time being of the land to which the benefit of the said restriction is appurtenant.

Dated at **SYDNEY** this **10th** day of **December** 19 **74**

b) Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, not being a party to the dealing, in whom the transferor is known:

Where executed in New South Wales — bank manager, barrister, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, headmaster of a school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government;

Where executed in any part of the Commonwealth of Australia or its Territories or in any part of the British Commonwealth — any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in the part, Governor, Government Resident, Chief Secretary or Registrar of Titles of the part;

Where executed in foreign country — an Australian or British Consular Officer exercising his functions in that country, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.

c) Repeat attestation clause 4d, if necessary.

d) Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.

e) May be witnessed by any responsible person not being a party to this dealing.

(1) Signed in my presence by the transferor who is personally known to me

THE COMMON SEAL OF AMALGAMATED TELEVISION SERVICES PTY. LIMITED

Signature of witness
was hereunto affixed by authority of its Board of Directors in the presence of:
Name of witness (BLOCK LETTERS)

Qualification of witness

Secretary

(1)

(2) Signed in my presence by the transferee who is personally known to me **THE COMMON SEAL OF THE PROSPECT COUNTY COUNCIL** was hereunto affixed on the twelfth day of November 1974

Signature of witness
in pursuance of a resolution of the Council passed on the twenty-sixth day of February 1970.
Name of witness (BLOCK LETTERS)

Address of witness

County Clerk.

(3) Accepted and certified correct for the purposes of the Real Property Act, 1900.

Transferee Chairman

P139186 DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
TRANSFER <i>subject to convey</i>		Lodged by <i>D. C. MACARENS & CO</i> Address: <i>MERRILANDS RD, MERRILANDS</i> Phone No.: <i>662-1700</i> Documents lodged herewith <i>[Signature]</i>	
Checked <i>[initials]</i>	REGISTERED <i>17-2-1995</i>	1. <i>[Signature]</i> 2. <i>[Signature]</i> 3. <i>[Signature]</i> 4. <i>[Signature]</i> 5. <i>[Signature]</i>	
Passed	<i>[Signature]</i> Registrar General	Received Documents _____ Receiving Clerk _____	
Signed <i>[Signature]</i>		AUTHORITY FOR USE OF INSTRUMENT OF TITLE⁽¹⁾ Authority is hereby given for the use of _____ lodged (insert reference to certificates, grants or dealings) in connection with _____ for the (insert number of plan or dealing) registration of this dealing and for delivery to _____ (BLOCK LETTERS) _____ Signature _____ Name (BLOCK LETTERS)	
M.P.D.		MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY (To be signed at the time of executing the within dealing) The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within dealing. Signed at _____ day of _____ 19____ _____ Signature of attorney _____ Signature of witness	
D		CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS⁽²⁾ I certify that _____ the attesting witness to this dealing, appeared before me at _____ the day of _____ 19____ and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____ is his own handwriting and that he was of sound mind and freely and voluntarily signed the same. _____ Signature _____ Name (BLOCK LETTERS) _____ Qualification	

(1) Unless the instrument of title has been lodged by the person lodging the dealing, or he has been authorised previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title grant &c.

(2) Not required where dealing attested in accordance with note (b); in other cases to be signed by one of the persons referred to in note (b).

BY 4874 11 1990 16 97 M. SLOANE, GOVERNMENT PRINTER

Form: 11R
Release: 3.1
www.lpma.nsw.gov.au

REQUEST

New South Wales
Real Property Act 1900



AG231629G

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

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **TORRENS TITLE**

F.I. 1 & 2/732070, 1 & 2/129023, 2/582172 AND 1/570891

(C) **REGISTERED DEALING**

Number

Torrens Title

(D) **LODGED BY**

Document
Collection
Box

1056P

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

MERITON APARTMENTS PTY LTD
DX 1177 SYDNEY
LPI NO: 123759V

Reference: LW: EPPING VPA

CODE

R

(E) **APPLICANT**

KARIMBLA PROPERTIES (NO. 9) PTY LTD ACN 102 955 635

(F) **NATURE OF REQUEST**

TO REGISTER A PLANNING AGREEMENT AGAINST THE LAND

SECTION 93H ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

(G) **TEXT OF REQUEST**

THE APPLICANT REQUESTS THAT THE PLANNING AGREEMENT ATTACHED HERETO BETWEEN THE APPLICANT, PARRAMATTA CITY COUNCIL AND MERITON APARTMENTS PTY LTD DATED 16 MARCH 2011 IS REGISTERED AGAINST THE LAND.

DATE 12 May 2011

(H)

Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature:

Signatory's name:
Signatory's capacity:

LI-ENG WONG
applicant's solicitor

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded to LPMA through eNOS.

The applicant

certifies that the eNOS data relevant to this dealing has been submitted and stored under

eNOS ID No.

Full name:

Signature:

1008



lindsaytaylorlawyers

61 Mobbs Lane, Epping

Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Parramatta City Council

Karimbla Properties (No. 9) Pty Limited

Meriton Apartments Pty Ltd

Dated: 16 March 2011

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Parramatta City Council
Karimbla Properties (No. 9) Pty Limited
Meriton Apartments Pty Ltd



61 Mobbs Lane, Epping Planning Agreement

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Meriton Apartments Pty Ltd



61 Mobbs Lane, Epping Planning Agreement

Summary Sheet

Council:

Name: Parramatta City Council
Address: 30 Darcy Street, Parramatta NSW 2150
Telephone: 9806 5050
Facsimile: 9806 5917
Email: mail@parracity.nsw.gov.au
Representative: Maurice Doria

Landowner:

Name: Karimbla Properties (No. 9) Pty Limited
Address: Level 11, 528 Kent Street, Sydney NSW 2000
Telephone: 9287 2888
Facsimile: 9287 2777
Email: benjyl@meriton.com.au
Representative: Benjy Levy

Developer:

Name: Meriton Apartments Pty Ltd
Address: Level 11, 528 Kent Street, Sydney NSW 2000
Telephone: 9287 2888
Facsimile: 9287 2777
Email: benjyl@meriton.com.au
Representative: Benjy Levy

Land:

See definition of *Land* in clause 1.1.

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Meriton Apartments Pty Ltd



Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See Schedule 1.

Application of s94, s94A and s94EF of the Act:

See clause 4.

Security:

See clause 17.

Dispute Resolution:

Expert determination and mediation. See clauses 19 and 20.

Registration:

See clause 21.

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Parramatta City Council
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Meriton Apartments Pty Ltd



61 Mobbs Lane, Epping Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Parties

Parramatta City Council ABN 49 907 174 773 of 30 Darcy Street, Parramatta
NSW 2150 (**Council**)

and

Karimbla Properties (No. 9) Pty Limited ABN 90 102 955 635 of Level
11, 528 Kent Street, Sydney NSW 2000 (**Landowner**)

and

Meriton Apartments Pty Ltd ABN 75 000 644 888 of Level 11, 528 Kent Street,
Sydney NSW 2000 (**Developer**)

Background

- A The Landowner is the owner of the Land.
- B The Minister has approved the Concept Plan and given the Project Approval in relation to the Land.
- C The Developer is prepared to make Development Contributions to the Council in accordance with this Agreement in connection with the carrying out of the Development.

Operative provisions

Part 1 - Preliminary

1 Definitions & Interpretation

- 1.1 In this Agreement the following definitions apply:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Agreement means this Agreement and includes any schedules, annexures and appendices to this Agreement.

Bank Guarantee means an irrevocable and unconditional undertaking without any expiry or end date by one of the following trading banks:

- (a) Australia and New Zealand Banking Group Limited;

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Meriton Apartments Pty Ltd



- (b) Commonwealth Bank of Australia;
- (c) Macquarie Bank;
- (d) National Australia Bank Limited;
- (e) St George Bank Limited;
- (f) Westpac Banking Corporation; or
- (g) any other financial institution approved by the Council in response to a request from the Developer.

Compliance Certificate has the same meaning as in the Act.

Community Association Property means the association property (within the meaning of the *Community Land Development Act 1989*) to be created as a result of the consolidation of the allotments comprising the Land and their subdivision into a community parcel and Torrens title lot in accordance with the Project Approval.

Concept Plan means Concept Plan No. MP 05_0086 relating to the Land as approved by the Minister under Part 3A of the Act and modified from time to time in accordance with the Act.

Construction Certificate has the same meaning as in the Act.

Contributions Framework means the contributions framework adopted by the Department in respect of the Development as set out in the letter from Sam Haddad to McLachlan Lister dated 27 March 2009.

Defects Liability Period means:

- (a) in relation to the traffic control Work referred to in Item 4 of the table to Schedule 1, the period commencing on the date on which the Work is completed and ending 12 months after that date, and
- (b) in relation to the open space Work referred to in Item 6 of the table to Schedule 1, the period commencing on the date on which the Work is completed and ending 12 months after that date.

Development means the development the subject of the Concept Plan.

Development Consent has the same meaning as in the Act but also includes a project approval under Part 3A of the Act.

Development Contribution means a monetary contribution, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards, a public purpose.

GST has the same meaning as in the GST Law.

GST Law has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Item means the object of a Development Contribution specified in Column 1 of Schedule 1.

Land means Lots 1 and 2 in DP 732070, Lots 1 & 2 in DP 129023, Lot 2 in DP 582172 and Lot 1 in DP 570891.

Map means Sheets 1-3 in Schedule 2.

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Meriton Apartments Pty Ltd



Minister means the Minister for Planning for the State of New South Wales.

Party means a party to this agreement, including their successors and assigns.

Project Approval means the project approval to project application No. MP 08_0258 for early works in respect of the Development as modified from time to time in accordance with the Act.

Public Authority has the same meaning as in the Act.

Rectification Notice means a notice in writing issued in the Defects Liability Period that identifies a defect in a Work and requires rectification of the defect during the Defects Liability Period or during such later period specified in the notice as is reasonable in the circumstances.

Regulation means the *Environmental Planning and Assessment Regulation 2000*.

Security means a Bank Guarantee or a bond or other form of security to the reasonable satisfaction of the Council.

Stage means Stage 1, Stage 2 or Stage 3 or any two or more as the context requires.

Stage 1 means the part of the Development to be carried on the part of the Land so shown on Sheet 1 of the Map as stage 1.

Stage 2 means the part of the Development to be carried on the part of the Land so shown on Sheet 1 of the Map as stage 2.

Stage 3 means the part of the Development to be carried on the part of the Land so shown on Sheet 1 of the Map as stage 3.

Work means the physical result of any building, engineering or construction work in, on, over or under land required to be carried out by the Developer as a Development Contribution in accordance this Agreement.

1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

1.2.2 A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.

1.2.3 If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.

1.2.4 A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.

1.2.5 A reference in this Agreement to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.

1.2.6 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

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- 1.2.7 A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Agreement includes the agreement recorded in this Agreement.
- 1.2.14 A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- 1.2.15 Any schedules, appendices and attachments form part of this Agreement and have operative effect according to their tenor.
- 1.2.16 Notes appearing in this Agreement are operative provisions of this Agreement.
- 1.2.17 A reference to the Developer includes a reference to the Landowner in circumstances where the Landowner would be required to do or refrain from doing a thing in order to give effect to this Agreement, and is a reference to the Landowner in circumstances where an obligation under this Agreement could only be performed by the Landowner.

2 Application & commencement of this Agreement

- 2.1 This Agreement applies to the Land and to the Development.
- 2.2 This Agreement commences when it has been executed by all of the Parties.
- 2.3 The Party who executes this Agreement last is to provide the other Parties with a certified copy of the fully executed version of this Agreement within 2 working days of having executed this Agreement.

3 Further Agreements Relating to this Agreement

- 3.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Agreement that are not inconsistent with this Agreement for the purpose of implementing this Agreement.

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4 Application of s94, s94A and s94EF of the Act to the Development

- 4.1 This Agreement excludes the application of s94 to the Development.
- 4.2 This Agreement excludes the application of s94A to the Development.
- 4.3 This Agreement does not exclude the application of s94EF to the Development.

Part 2 – Development Contributions

5 Provision of Development Contributions

- 5.1 The Developer is to make Development Contributions to the Council in accordance with this Agreement.
- 5.2 In addition to payment of the monetary Development Contributions specified in the table to Schedule 1, the Developer is to make an additional monetary Development Contribution to the Council of \$4,910.83 (as indexed in accordance with clause 6.2) for each dwelling approved by the Concept Plan exceeding 650.
- 5.3 The additional monetary Development Contributions required by clause 5.2 are to be made as follows.
 - 5.3.1 If the additional dwellings are approved prior to the issuing of a construction certificate in respect of above-ground works for Stage 1 of the Development, the additional monetary Development Contributions are to be made in three (3) equal instalments at the times that the Contributions required by Items 1, 2 and 3 in Schedule 1 are required to be made.
 - 5.3.2 If the additional dwellings are approved on the same day or after the issuing of a construction certificate in respect of above-ground works for Stage 1 of the Development but prior to the issuing of a construction in respect of above-ground works for Stage 2 of the Development, the additional monetary Development Contributions are to be made in two (2) equal instalments at the times that the Contributions required by Items 2 and 3 in Schedule 1 are required to be made.
 - 5.3.3 If the additional dwellings are approved on the same day or after the issuing of a construction in respect of above-ground works for Stage 2 of the Development, the additional monetary Development Contributions are to be made at the time that the Contributions required by Item 3 in Schedule 1 is required to be made.
- 5.4 The Council is to ensure that each Development Contribution made by the Developer under this Agreement is applied towards the public purpose for which it is made.

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6 Monetary Development Contributions

- 6.1 A monetary Development Contribution is made for the purposes of this Agreement when the Council receives the full amount of the contribution payable under this Agreement in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.
- 6.2 Monetary Development Contributions required to be made under this Agreement are to be indexed from 1 March 2009 to the date of payment in accordance with quarterly movements in the *Consumer Price Index (All Groups - Sydney)* published by the Australian Bureau of Statistics.

7 Carrying out of Work

- 7.1 Any Work that is required to be carried out by the Developer under this Agreement is to be carried out according to law.
- 7.2 Prior to the carrying out of any Work under this Agreement, the Developer is to provide to the Council a copy of the plans or specifications relating to the Construction Certificate for the Work.
- 7.3 The Developer is not required to carry out Work under this Agreement unless the Council has notified the Developer in writing that it raises no objection to the plans or specifications or the Construction Certificate referred to in clause 7.2.
- 7.4 Any failure by the Developer to carry out Work in accordance with this Agreement resulting solely from a breach by the Council of clause 7.3 is not a breach of this Agreement by the Developer.

8 Inspection of Work by the Council

- 8.1 The Council is to undertake regular periodic inspections of Work that is required to be carried out by the Developer on the Land under this Agreement during the period in which the Work is being carried out.
- 8.2 The Parties are to use their reasonable endeavours to agree on a schedule of inspections for the purposes of clause 8.1.
- 8.3 The Council is to give the Developer reasonable prior notice of its intention to enter the Land to inspect a Work if:
 - 8.3.1 at the time of the proposed inspection, the parties have not reached the agreement referred to in clause 8.2, or
 - 8.3.2 the proposed inspection is, for any reason, to occur on a day or at a time other than the day or time contained in the agreed schedule of inspections under clause 8.2.
- 8.4 The Council is not to give the Developer a Rectification Notice in relation to a defect in a Work if the matter that comprises the defect is one that was patent at the time that the Council conducted an inspection under clause 8.1 but which was not brought to the Developer's attention by the Council at the time of or shortly after the inspection.

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9 Entry onto Council Land by the Developer

- 9.1 The Council is to permit the Developer to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Developer to carry out any Work under this Agreement that is required to be carried out on such land or to perform any other obligation imposed on the Developer by or under this Agreement.

10 Protection of people and property

- 10.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work that:
- 10.1.1 all necessary measures are taken to protect people and property, and
 - 10.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 10.1.3 nuisances and unreasonable noise and disturbances are prevented.

11 Damage and repairs to Work

- 11.1 The Developer, at its own cost, is to repair and make good to the reasonable satisfaction of the Council any loss or damage to a Work from any cause whatsoever which occurs prior to the date on which the Work taken to have been completed under this Agreement.

12 Variation of Work

- 12.1 A Work is not to be varied by the Developer, unless:
- 12.1.1 the Parties agree in writing to the variation, and
 - 12.1.2 any consent or approval required under the Act or any other law to the variation is first obtained, and
 - 12.1.3 the Developer bears all of the Council's reasonable costs of and incidental to agreeing to and approving the variation.
- 12.2 For the purposes of clause 12.1 a variation may relate to any matter in relation to the Works that is dealt with by this Agreement.

13 Completion of Work

- 13.1 Work is completed for the purposes of this Agreement if the Council, acting reasonably, gives a statement in writing to the Developer to that effect or the Developer gives the Council a Compliance Certificate to that effect.

14 Rectification of defects

- 14.1 During the Defects Liability Period (if any) the Council may give the Developer a Rectification Notice.

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- 14.2 Subject to the resolution of a dispute in accordance with this Agreement, the Developer is to comply with a Rectification Notice at its own cost and to the reasonable satisfaction of the Council.
- 14.3 If the Developer breaches clause 14.2, the Council may have the relevant defect rectified and may recover its costs of so doing as a debt due in a court of competent jurisdiction.
- 14.4 Clause 14.1 does not authorise the Council to give the Developer a Rectification Notice in respect of Work:
 - 14.4.1 that has been carried out in accordance with any plans and specifications or a Construction Certificate the subject of a notice given by the Council to the Developer under clause 7.3, or
 - 14.4.2 that varies from any such plans or specifications or Construction Certificate by reason only of compliance with the requirements of a Public Authority relating to the Work.

15 Failure to carry out Work

- 15.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of Work, including compliance with a Rectification Notice, the Council may give the Developer a notice requiring the breach to be rectified to the Council's reasonable satisfaction.
- 15.2 A notice given under clause 15.1 is to allow the Developer a period of not less than 28 days to rectify the breach or such further period as is reasonable in the circumstances.
- 15.3 The Council may carry out and complete the Work the subject of a notice under clause 15.1 if the Developer fails to comply with the notice to the Council's reasonable satisfaction but subject to the dispute resolution provisions of this Agreement.
- 15.4 If the Council incurs a cost that is not met by calling-up the Security in remedying a breach that has been notified to the Developer under clause 15.1, the Council may recover the cost from the Developer in a court of competent jurisdiction.

Part 3 – Other Provisions

16 Indemnity and Insurance

- 16.1 During the relevant Defects Liability Period for a Work, or during any time that the Developer is carrying out a Work on the Council's Land, the Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with a negligent act or omission by the Developer in carrying out the Work.

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16.2 Within 7 days of receipt of a written request made by the Council to the Developer, the Developer is to take out and keep current to the reasonable satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Agreement up until the Work is completed in accordance with this Agreement:

16.2.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,

16.2.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Landowner, the Developer and any subcontractor of the Developer, for liability to any third party.

16.3 The Developer is to take out and keep current to the reasonable satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Agreement up until the Work is completed in accordance with this Agreement:

16.3.1 workers compensation insurance as required by law, and

16.3.2 any other insurance required by law.

16.4 If the Developer fails to comply with clause 16.2 and 16.3, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:

16.4.1 by calling upon the Security provided by the Developer to the Council under this Agreement, or

16.4.2 recovery as a debt due in a court of competent jurisdiction.

16.5 Within 7 days of receipt of a written request made by the Council to the Developer, the Developer is to provide to the Council satisfactory written evidence of all of the insurances required to be taken out by the Developer under this Agreement.

17 Provision of Security

17.1 Not later than 7 days from the date of receipt of a copy of the fully executed version of this Agreement from the Council, the Developer is to provide the Council with Security in the form of a Bank Guarantee in the amount of \$1,242,000.00.

17.2 The Parties agree that the Security is limited to securing the performance by the Developer of the carrying out of Work required by this Agreement.

17.3 The Council is to release and return the Security or any unused part of it to the Developer within 14 days of compliance by the Developer with its obligations to carry out Work required by this Agreement to the reasonable satisfaction of the Council

17.4 The Council is to progressively release and return the Security to the Developer as and when the Developer complies with its obligations to carry out Work required by this Agreement but only in accordance with written advice provided to the Council by the Developer that has been prepared by a

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suitably qualified quantity surveyor as to the amount of the Security that should be released and returned at the relevant time.

- 17.5 The Council is to provide to the Developer, without delay, a copy of any advice it receives from the quantity surveyor as referred to in clause 17.4.
- 17.6 The Developer may at any time provide the Council with a replacement Security.
- 17.7 On receipt of a replacement Security, the Council is to release and return to the Developer, as directed, the Security it holds that has been replaced.
- 17.8 The Council may, subject to clause 17.9, call-up the Security if it considers, acting reasonably, that the Developer has not complied with its Development Contributions obligations.
- 17.9 The Council is not to call-up the Security unless:
 - 17.9.1 it has given the Developer not less than 30 days notice of its intention to do so and the Developer has not remedied the non-compliance to the Council's reasonable satisfaction before that period has expired,
 - 17.9.2 any dispute resolution in accordance with this Agreement has been completed.
- 17.10 If the Council calls on the Security, it may use the amount paid to it in satisfaction of any costs incurred by it in remedying the non-compliance.
- 17.11 If the Council calls on the Security in accordance with this Agreement, the Council may, by notice in writing to the Developer, require the Developer to provide a further or replacement Security in an amount that, when added to any unused portion of any existing Security, does not exceed the amount of the Security the Council is entitled to hold under clause 17.1.

18 Enforcement in a court of competent jurisdiction

- 18.1 Without limiting any other provision of this Agreement, the Parties may enforce this Agreement in any court of competent jurisdiction.
- 18.2 For the avoidance of doubt, nothing in this Agreement prevents:
 - 18.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates,
 - 18.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

19 Dispute Resolution – expert determination

- 19.1 This clause applies to a dispute under this Agreement which relates to a matter that can be determined by an appropriately qualified expert.
- 19.2 Any dispute between the Parties as to whether a dispute to which this clause applies can be determined by an appropriately qualified expert is to be referred to the Chief Executive Officer of the professional body that represents persons with the relevant expertise for determination, which is to be final and binding on the Parties.

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- 19.3 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 19.4 If a notice is given under clause 19.3, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 19.5 If the dispute is not resolved within a further 28 days, the dispute must be referred to the President of the NSW Law Society to appoint an Expert for Expert Determination.
- 19.6 Each Party must bear its own costs arising from or in connection with the appointment of the Expert and the Expert Determination.

20 Dispute Resolution - mediation

- 20.1 This clause applies to any dispute under this Agreement other than a dispute to which clause 19 applies.
- 20.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 20.3 If a notice is given under clause 20.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 20.4 If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of the Law Society, or the President's nominee, to select a mediator.
- 20.5 If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

21 Registration

- 21.1 The Parties agree to register this Agreement for the purposes of s93H of the Act.
- 21.2 On execution of this agreement, the Developer is to provide the Council with a request by the Council for registration of this Agreement over the Land, duly executed by the Developer and otherwise in registrable form together with the written and irrevocable consent of each person referred to in s93H(1) of the Act to that registration.
- 21.3 The Parties are to agree to a request by the other for the lodging of a request for any registration of this Agreement over the title of the Land to be removed from the title if this Agreement is terminated.
- 21.4 The Parties may at any time agree to the lodging of a request for the registration of this Agreement over the title to any part of the Land to be removed.
- 21.5 Once the Community Association Property has been created, the Council must, if requested by the Developer, make a request that the registration of

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this Agreement be removed from the title of the Land other than the
Community Association Property.

22 Notices

- 22.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
 - 22.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or
 - 22.1.2 faxed to that Party at its fax number set out in the Summary Sheet.
- 22.2 If a Party gives the other Party 3 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.
- 22.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 22.3.1 delivered, when it is left at the relevant address,
 - 22.3.2 sent by post, 2 business days after it is posted, or
 - 22.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 22.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

23 Approvals and Consent

- 23.1 Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's discretion (acting reasonably) and subject to any conditions determined by the Party.
- 23.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

24 Costs

- 24.1 The Developer is to pay to the Council the Council's reasonable costs of preparing, negotiating, executing, registration and stamping this Agreement, and any document related to this Agreement within 7 days of a written demand by the Council for such payment.

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Parramatta City Council
Karimbla Properties (No. 9) Pty Limited
Meriton Apartments Pty Ltd



25 Entire Agreement

- 25.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.
- 25.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

26 Further Acts

- 26.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

27 Governing Law and Jurisdiction

- 27.1 This Agreement is governed by the law of New South Wales.
- 27.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 27.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

28 Joint and Individual Liability and Benefits

- 28.1 Except as otherwise set out in this Agreement:
 - 28.1.1 any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and
 - 28.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

29 No Fetter

- 29.1 Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

30 Representations and Warranties

- 30.1 The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

61 Mobbs Lane, Epping Planning Agreement
Parramatta City Council
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31 Severability

- 31.1 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 31.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

32 Modification

- 32.1 No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

33 Waiver

- 33.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 33.2 A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given.
- 33.3 It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

34 GST

- 34.1 In this clause:
- Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.
- GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
- GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.
- Taxable Supply** has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.
- 34.2 Subject to clause 34.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the

61 Mobbs Lane, Epping Planning Agreement
Parramatta City Council
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Meriton Apartments Pty Ltd



- Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 34.3 Clause 34.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 34.4 No additional amount shall be payable by the Council under clause 34.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 34.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 34.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 34.5.2 that any amounts payable by the Parties in accordance with clause 34.2 (as limited by clause 34.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 34.6 No payment of any amount pursuant to this clause 34, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 34.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 34.8 This clause continues to apply after expiration or termination of this Agreement.

35 Explanatory Note Relating to this Agreement

- 35.1 The Appendix contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.
- 35.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Planning Agreement.

61 Mobbs Lane, Epping Planning Agreement
 Parramatta City Council
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 Meriton Apartments Pty Ltd



Schedule 1
 (Clause 5)

Development Contributions

Column 1	Column 2	Column 3	Column 4
Item	Public Purpose	Manner & Extent	Timing
Monetary Contributions			
1	Community & Cultural, Other and Plan of Management categories of the Council's former s94 contributions plan as described in the Contributions Framework	\$650,012.66 indexed in accordance with CPI from 1 March 2009 to the date of payment	Prior to the issuing of the first construction certificate in respect of above-ground works for Stage 1 of the Development
2	Community & Cultural, Other and Plan of Management categories of the Council's former s94 contributions plan as described in the Contributions Framework	\$650,012.66 indexed in accordance with CPI from 1 March 2009 to the date of payment	Prior to the issuing of the first construction certificate in respect of above-ground works for Stage 2 of the Development
3	Community & Cultural, Other and Plan of Management categories of the Council's former s94 contributions plan as described in the Contributions Framework	\$650,012.66 indexed in accordance with CPI from 1 March 2009 to the date of payment	Prior to the issuing of the first construction certificate in respect of above-ground works for Stage 3 of the Development

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Carrying out of Work			
4	Traffic control	Signalisation and associated roadworks of the intersection of Marsden Road/Mobbs Lane in accordance with the drawings and specification to be approved by the RTA and Council as part of the approval to carry out the works pursuant to the <i>Roads Act 1993</i> .	Where an occupation certificate has been issued for a child care centre within the Development, prior to the issuing of an occupation certificate for the 150 th dwelling in the Development Where an occupation certificate has not been issued for a child care centre within the Development, prior to the issuing of an occupation certificate for the 225 th dwelling in the Development
5	Open space (Conservation/Restoration Area)	Restoration of 'conservation/restoration area' shown on Sheet 3 of the Map in accordance with that Sheet, associated construction certificate drawings and generally in accordance with the document titled "Restoration area at the former channel 7 site" prepared by Anne Clements & Associates dated 5 November 2010.	Prior to the issuing of the final occupation certificate in respect of Stage 3 of the Development or such later date as may be agreed by the parties in writing.

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6	Open space (other)	Embellishment Work of the area marked 'Extent of open space to form part of UPA' on Sheet 3 of the Map (but excluding the area within Item 5 in this Schedule) in accordance with that Sheet, construction certificate drawings and to the following standards: Open space - in accordance with AS4486,AS4685 and AS 4422 (as relevant) and fit for purpose Civil works - fit for purpose and employing good engineering practice	Prior to the issuing of the final occupation certificate in respect of Stage 3 of the Development
---	--------------------	---	---

Other material public benefits

61 Mobbs Lane, Epping Planning Agreement
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Meriton Apartments Pty Ltd



7	Open space (Public Access)	Public positive covenant under s88E or s88B of the <i>Conveyancing Act 1919</i> for public access over land in favour of and to the reasonable satisfaction of the Council burdening: (a) the land shown as public open space and coloured light green on Sheet 2 of the Map; and (b) such extent of the roads, and footways within the Land that are association property and reasonably necessary in order for the public to obtain access to that public open space.	In relation to the open space on the land in each Stage, prior to the issuing of the final occupation certificate in respect of that Stage of the Development.
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Parramatta City Council
Karimbla Properties (No. 9) Pty Limited
Meriton Apartments Pty Ltd

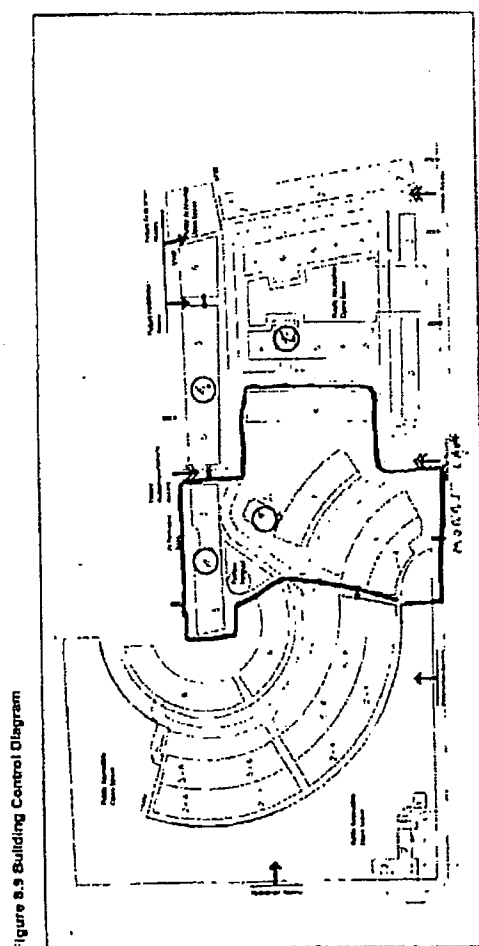


Schedule 2

(Clause 1.1)

Map

Sheet 1



The above figure, Figure 8.9 Building Control Diagram, from the Proposed Project Report illustrated the proposed maximum number of storeys in the original Concept Plan. Subsequently, the Concept Plan Approval limited those areas marked above with red circles to 5 storeys.

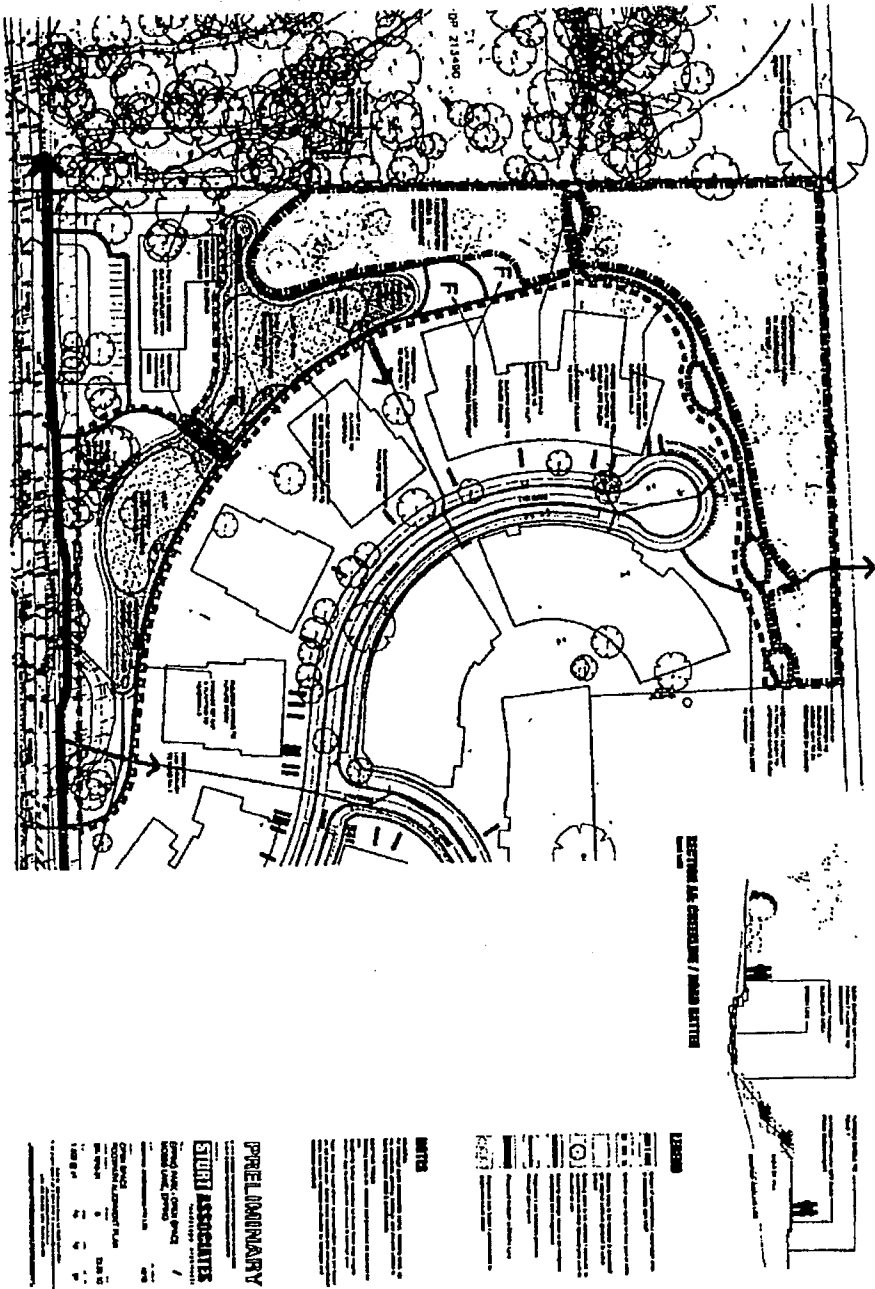
1 PAGE 2
1 PAGE 2
1 PAGE 2

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61 Mobbs Lane, Epping Planning Agreement
Parramatta City Council
Karimbla Properties (No. 9) Pty Limited
Meriton Apartments Pty Ltd



Sheet 3



61 Mobbs Lane, Epping Planning Agreement
Parramatta City Council
Karimbla Properties (No. 9) Pty Limited
Meriton Apartments Pty Ltd



Execution

Executed as an Agreement

Dated:

THE COMMON SEAL OF THE COUNCIL
OF THE CITY OF PARRAMATTA WAS
HEREUNTO AFFIXED THIS 16th DAY
OF MARCH 2011 PURSUANT TO A
RESOLUTION OF COUNCIL PASSED
AT ITS MEETING HELD ON THE
28th DAY OF FEBRUARY 2011.
min. NO. 12141

Executed on behalf of the Council

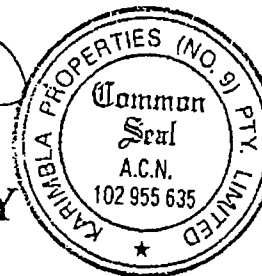
General Manager / CHIEF EXECUTIVE OFFICER

Witness/Name/Position LORD MAYOR

Executed on behalf of the Landowner in accordance with s127(1) of the
Corporations Act (Cth) 2001

Peter Spira
DIRECTOR

ROBYN MCCULLY
SECRETARY



Name/Position

Name/Position

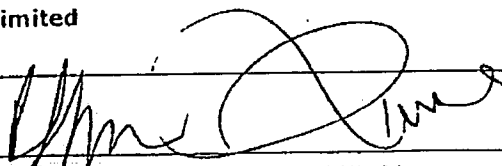
61 Mobbs Lane, Epping Planning Agreement

Parramatta City Council

Karimbla Properties (No. 9) Pty Limited

Meriton Apartments Pty Ltd

CL



Executed on behalf of the Developer in accordance with s127(1) of the
Corporations Act (Cth) 2001

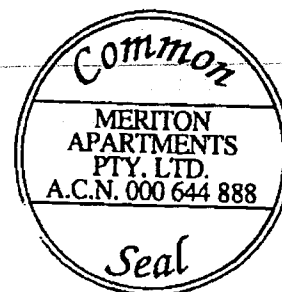
Peter Spira

DIRECTOR

SECRETARY

ROBYN McCULLY

Name/Position



Name/Position

61 Mobbs Lane, Epping Planning Agreement
Parramatta City Council
Karimbla Properties (No. 9) Pty Limited
Meriton Apartments Pty Ltd



Appendix

(Clause 35)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

Draft Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Parties

Parramatta City Council ABN 49 907 174 773 of 30 Darcy Street, Parramatta
NSW 2150 (**Council**)

and

Karimbla Properties (No. 9) Pty Limited ABN 90 102 955 635 of Level
11, 528 Kent Street, Sydney NSW 2000 (**Landowner**)

and

Meriton Apartments Pty Ltd ABN 75 000 644 888 of Level 11, 528 Kent Street,
Sydney NSW 2000 (**Developer**)

Description of the Land to which the Draft Planning Agreement Applies

Lots 1 and 2 in DP 732070, Lots 1 & 2 in DP 129023, Lot 2 in DP 582172 and Lot 1 in DP
570891.

Description of Proposed Development

The development the subject of concept plan No. MP 05_0086 approved by the Minister
under Part 3A of the *Environmental Planning and Assessment Act 1979* as modified from time
to time.

61 Mobbs Lane, Epping Planning Agreement
Parramatta City Council
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Meriton Apartments Pty Ltd



Summary of Objectives, Nature and Effect of the Draft Planning Agreement

Objectives of Draft Planning Agreement

The objective of the Draft Planning Agreement is to require the developer to make monetary Development Contributions, carry out Works in relation to traffic control and embellishment of open space and provide for public access to open space on the Land in conjunction with the carrying out of the Development.

Nature of Draft Planning Agreement

The Draft Planning Agreement is a planning agreement under s93F of the *Environmental Planning and Assessment Act 1979* (Act). It is an agreement between the Council, the Developer and the owner of the land to which the agreement applies. The Draft Planning Agreement is a voluntary agreement under which Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) are made by the Developer for various public purposes (as defined in s93F(3) of the Act).

Effect of the Draft Planning Agreement

The Draft Planning Agreement:

- relates to the carrying out by the Developer of the Development on the Land,
- excludes the application of s94 and s94A of the Act to the Development but does not exclude s94EF,
- requires the Developer to make certain Development Contributions in conjunction with the carrying out of the Development including:
 - monetary contributions in three stages, in respect of the Development, namely, \$650,012.66 indexed in accordance with CPI from 1 March 2009 to the date of payment for each of Stages 1, 2 and 3 of the Development;
 - signalisation and associated roadworks of the intersection of Marsden Road/Mobbs Lane in accordance with condition C40 of MP 08_0258;
 - embellishment of certain open space shown on Sheet 3 of the Map;
 - restoration of some other land shown on Sheet 3 of the Map in accordance with a vegetation management plan; and
 - provision of a public positive covenant in favour of and to the reasonable satisfaction of the Council burdening open space shown on Sheet 2 of the Map, and the necessary roads and footways to access that land.
- ordinarily, requires the Council to apply Development Contributions made under the agreement towards the specified purpose for which they are made and at the location, in the manner and to the standard (if any) specified in the agreement,
- imposes obligations on the Developer to rectify defects in the Works (other than the restoration Works) before the Works are taken to be completed,
- requires the Developer to provide the Council with a security in an amount and at a time agreed between the parties,
- provides two dispute resolution methods for a dispute under the agreement, being expert determination and mediation,

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- requires that the agreement be registered, initially on the title of the Land and subsequently on the association property;
- provides that the agreement is governed by the law of New South Wales, and makes provision in relation to GST payable under A New Tax System (Goods and Services Tax) Act 1999 (Gth).

Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

The Draft Planning Agreement reasonably provides for the achievement of the following planning purposes:

- promote and co-ordinate the orderly and economic use and development of the Land to which the agreement applies,
- provides and co-ordinates community services and facilities in connection with the Development, and
- provide increased opportunity for public involvement and participation in environmental planning and assessment of the Development.

How the Draft Planning Agreement Promotes the Public Interest

The draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s5(a)(ii), (iii), (v) and 5(c) of the Act.

For Planning Authorities:

Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities

N/A

Other Public Authorities - How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted

N/A

Councils - How the Draft Planning Agreement Promotes the Elements of the Council's Charter

The Draft Planning Agreement promotes the elements of the Council's charter by:

- providing services and facilities for the community,
- by providing a means for the private funding of public facilities for the benefit of the Development and the wider community,
- providing a means that allows the wider community to make submissions to the Council in relation to the agreement.

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Parramatta City Council
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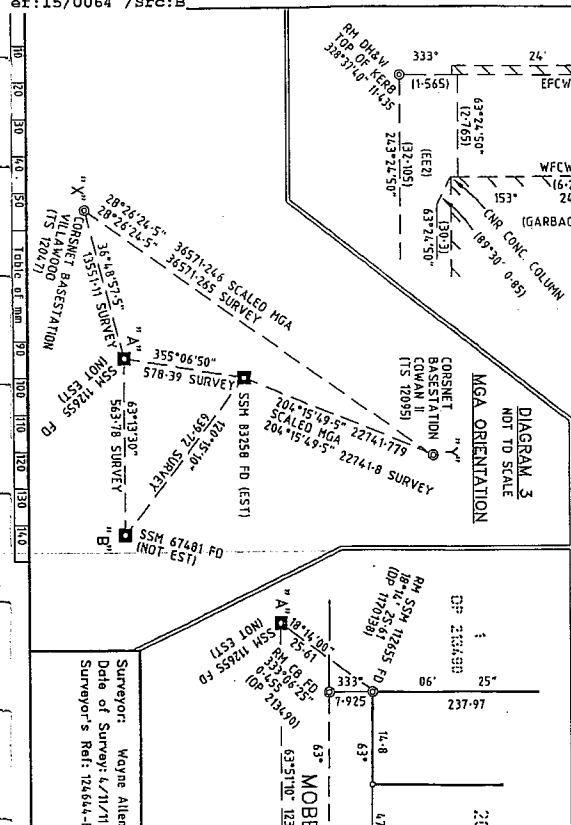
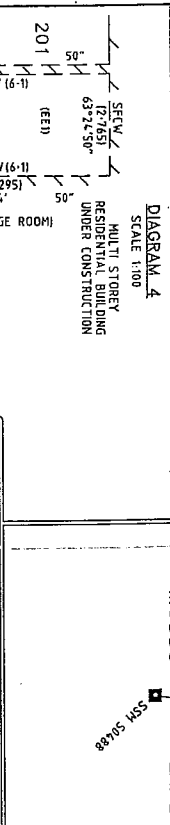
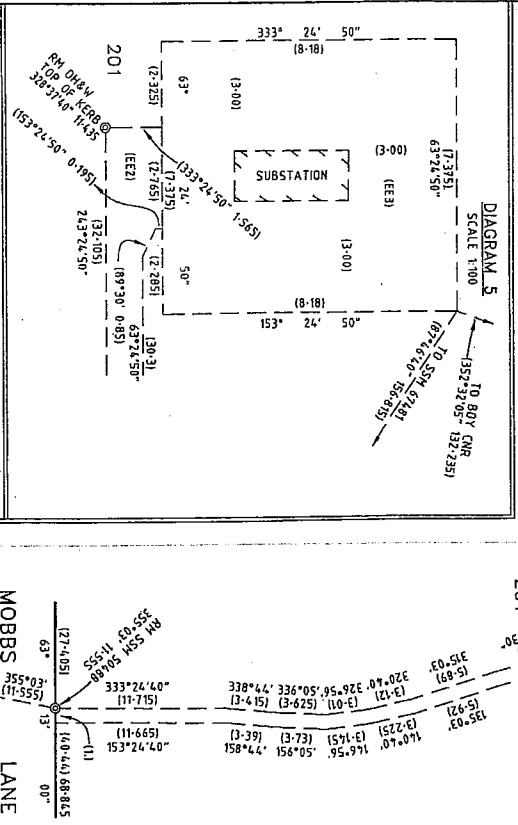
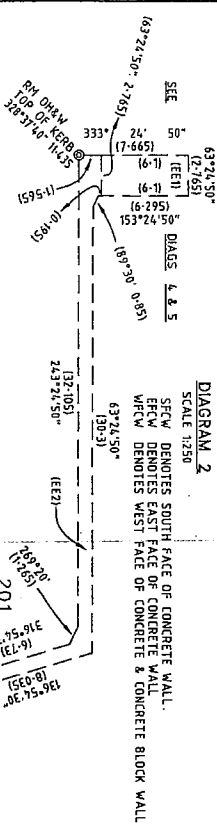
***All Planning Authorities – Whether the Draft Planning Agreement
Conforms with the Authority's Capital Works Program***

The draft VPA does not provide any specific items identified on Council's Capital Works Program. The draft VPA does however include works within Mobbs Lane associated with the signalisation of the intersection of Marsden & Mobbs Lane which Council would ordinarily be required to contribute towards. This intersection has been identified as already having a poor level of service.

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 1 of 1 Sheets



CONNECTIONS BETWEEN THE SSM'S SHOWN AND THE MGA AZIMUTH ADOPTED HAVE BEEN DERIVED FROM DIRECT & INDIRECT OBSERVATIONS.

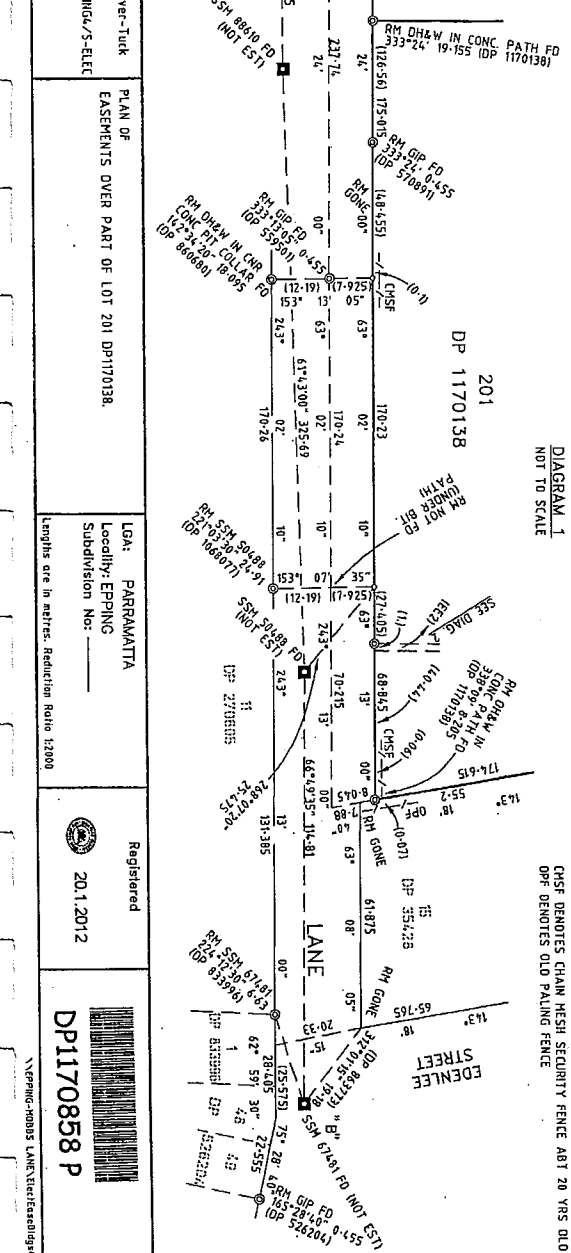
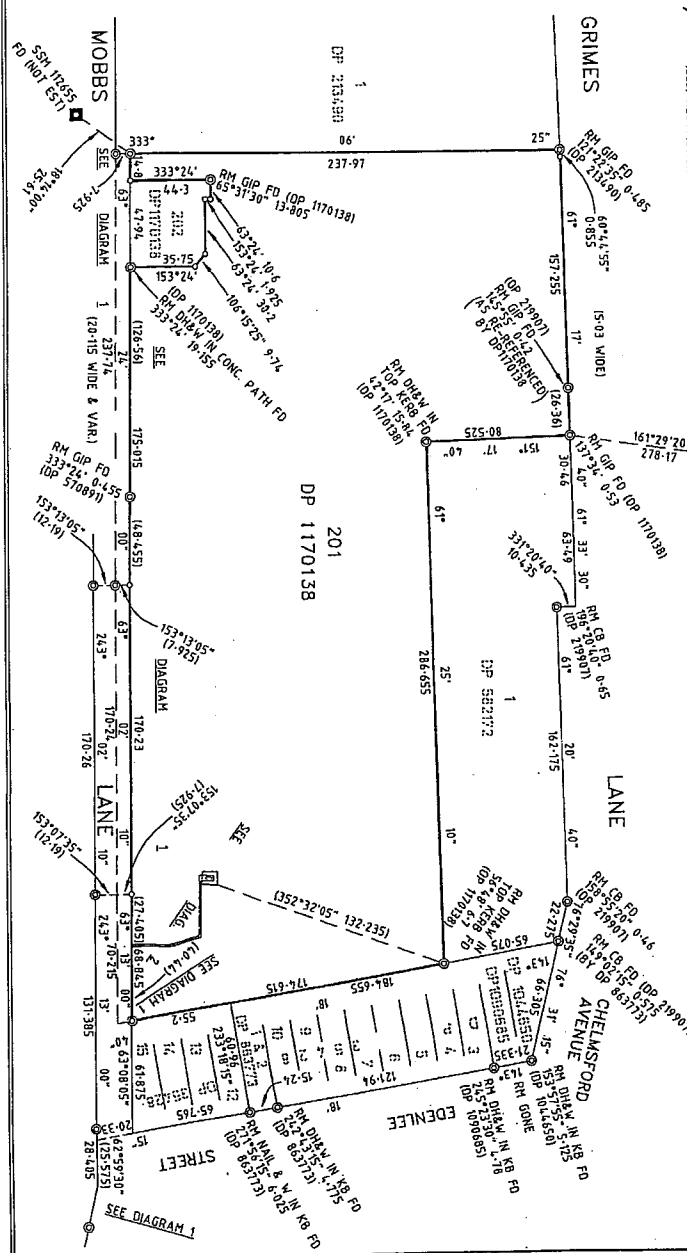
REFER TO DIAGRAM 3 FOR MGA ORIENTATION DETAILS.

FROM	TO	CONNECTION
SSM 11655	SSM 83258	355°06'50" 578.39

SEE EASTERN FOR PLYMOUTH SUBSTATION 5.765 WIDE
SEE EASTERN FOR UNDERGROUND CABLES 1 WIDE &
VARIABLE WIDTH
SEE RESTRICTION ON THE USE OF LAND

NOTE 1: COORDINATES DERIVED FROM SCIS COORDINATES OF SSM 83258 AND FIELD SURVEY

MARK	MGA CO-ORDINATES	ZONE	56 CLASS	ORDER	SOURCE
SSM 61281	321 543 444	6 260	338 927	-	FOUND - NOTE 1
SSM 50488	321 438	6 260	293	-	SCIS 7/6/2010
SSM 83258	320 990 442	6 260	461 226	B	2 SCIS 12/7/11
SSM 83258	321 554	6 260	140	-	SCIS 12/7/11
SSM 11655	321 040 125	6 260	084 952	-	FOUND - NOTE 1
VILLAWOOD	312 919 842	6 269	236 649	2A	0 SCIS 12/7/11
COWAN II	330 336 138	6 281	393 606	2A	0 SCIS 12/7/11



Surveyor: Wayne Allen Diver-Tuck
Date of Survey: 4/11/11
Surveyor's Ref: 126644-EPHIG/5-ELEC

PLAN OF EASEMENTS OVER PART OF LOT 201 DP1170138

LGA: PARAMATTA
Locality: EPPING
Subdivision No: 201.2012

Registered
DP1170858 P

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE
2. EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE WIDTH
3. RESTRICTION ON THE USE OF LAND



Office Use Only

DP1170858 S

Registered: 20.1.2012



Office Use Only

Title System: TORRENS

Purpose: EASEMENT

PLAN OF

EASEMENTS OVER PART OF LOT 201 DP1170138.

LGA: PARRAMATTA

Locality: EPPING

Parish: FIELD OF MARS

County: CUMBERLAND

Survey Certificate

I, Wayne Allen Diver-Tuck
of JBW Surveyors Pty Ltd ACN 001 149 373

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the survey represented in this plan is accurate, and has been made in accordance with the *Surveying and Spatial Information Regulation 2006* and was completed

on: 4th November 2011

The survey relates to THE EASEMENTS SHOWN.

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

Signature: *Wayne Allen Diver-Tuck* Dated: 4/11/11

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

Datum Line: "X"-"Y" MGA

Type: Urban/Rural

Plans used in the preparation of survey/compilation
DP 1170138

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 124644-EPPING4/5-ELEC

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed..... set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:

Date of Endorsement:

Accreditation no:

Subdivision Certificate no:

File no:

* Strike through inapplicable parts.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

PLAN OF
EASEMENTS OVER PART OF LOT 201 DP1170138.

DP1170858

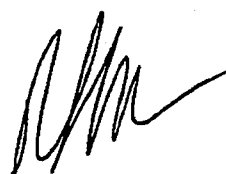
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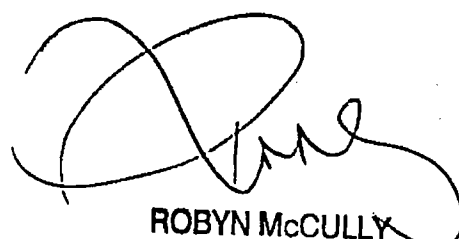
Registered:  20.1.2012

Subdivision Certificate No: _____

Date of Endorsement: _____




Peter Spira
DIRECTOR


ROBYN McCULLY
SECRETARY

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

Lengths are in metres

(Sheet 1 of 3 Sheets)



DP1170858 B

Plan of Easement over Lot 201 in DP 1170138

Full name and address of the owner
of the land:

Karimbla Properties (No. 9) Pty Ltd
ACN 102 955 635
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 Padmount Substation 2.765 Wide	Lot 201 DP 1170138	Endeavour Energy
2.	Easement for Underground Cables 1 Wide & Variable Width	Lot 201 DP 1170138	Endeavour Energy
3.	Restriction on the Use of Land	Part of Lot 201 DP 1170138 DESIGNATED (EE3)	Endeavour Energy

PART 2 (TERMS)

**1. TERMS OF EASEMENT FOR PADMOUNT SUBSTATION 2.765 WIDE NUMBERED 1
IN THE PLAN**

- 1.1 The terms set out in Memorandum No 9262886 registered at the Land and Property Information NSW, are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1.

Council's Authorised Person

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

(Sheet 2 of 3 Sheets)

DP1170858

Plan of Easement over Lot 201 in DP 1170138

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd
ACN 102 955 635
Level 11, 528 Kent Street,
Sydney NSW 2000

**2. TERMS OF EASMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE WIDTH
NUMBERED 2 IN THE PLAN**

- 2.1 The terms set out in Memorandum No 9262885 registered at the Land and Property Information NSW, are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1.

3. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 3 IN THE PLAN

- 3.1 No building shall be erected or permitted to remain within the restriction site unless:

- (a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating; and
- (b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating,

and the owner of the lot burdened provides the authority benefited with an engineer's certificate to this effect.

- 3.2 The fire ratings mentioned in clause 3.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

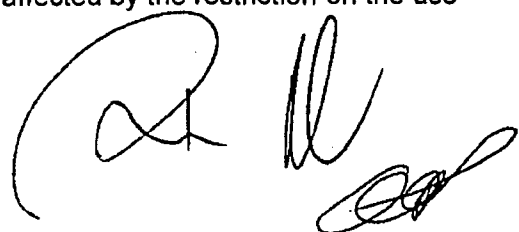
- 3.3 In this restriction, the following definitions apply:

"120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

"building" means a substantial structure with a roof and walls and includes any projections from the external walls.

"erect" includes construct, install, build and maintain.

"restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.



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

(Sheet 3 of 3 Sheets)

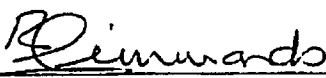
DP1170858

Plan of Easement over Lot 201 in DP 1170138

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd
ACN 102 955 635
Level 11, 528 Kent Street,
Sydney NSW 2000

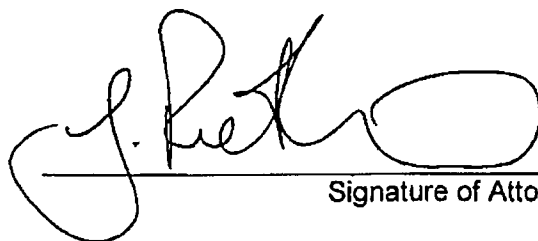
SIGNED on behalf of ENDEAVOUR
ENERGY ABN 59 253 130 878 by its
Attorney pursuant to Power of Attorney
Book 4613 No 641 in the presence of:



Signature of witness

Raymond Simmonds

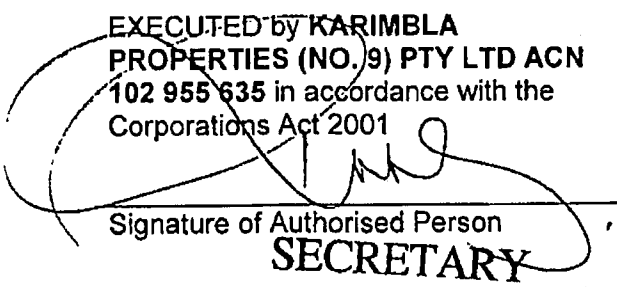
Name of witness
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148



Signature of Attorney

Name: Geoff Riethmuller
Position: Network Property Mgr
Date of execution: 29 November 2011
Reference: UML5221

EXECUTED by KARIMBLA
PROPERTIES (NO. 9) PTY LTD ACN
102 955 635 in accordance with the
Corporations Act 2001



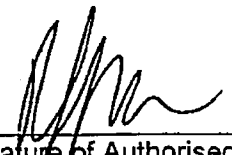
Signature of Authorised Person

SECRETARY

Office held

ROBYN McCULLY

Name of Authorised Person (please print)



Signature of Authorised Person

DIRECTOR

Office held

Peter Spira

Name of Authorised Person (please print)



DIAGRAM 4
SCALE 1:100

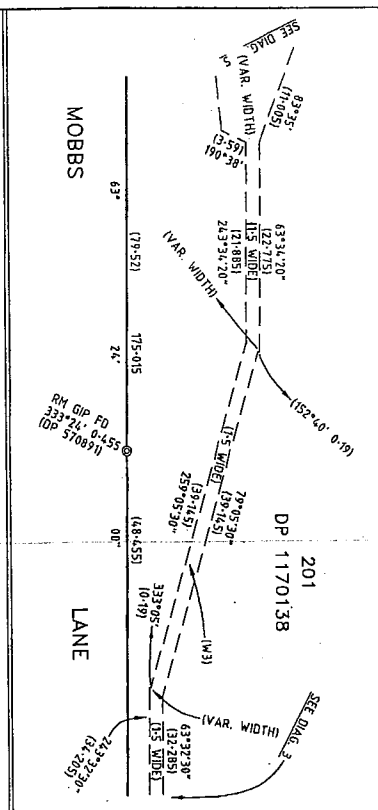
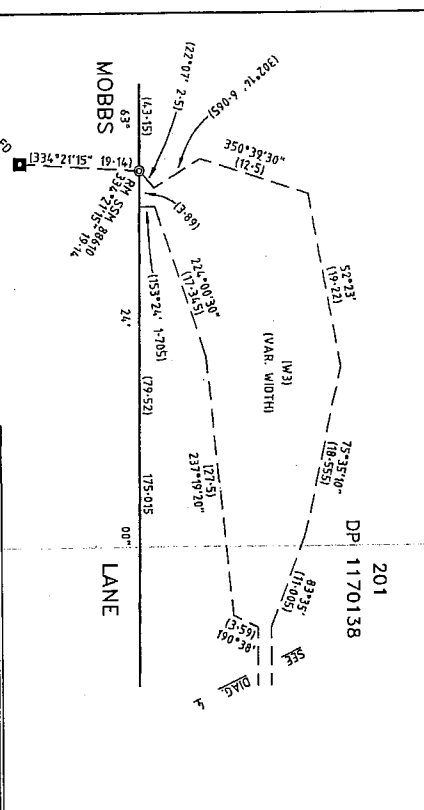


DIAGRAM 5
SCALE 1:400



CONNECTIONS BETWEEN THE SSM'S SHOWN AND THE MGA AZIMUTHS ADOPTED HAVE BEEN DERIVED FROM DIRECT & INDIRECT OBSERVATIONS

REFER TO	SSM CONNECTIONS	TO	CONNECTION
SSM 112655	SSM 83258	355°46'30"	578°37'

SEE SHEET 2 FOR DIAGRAM 3

(M1) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE
(M2) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES
(M3) EASEMENT FOR DRAINAGE PURPOSES 1.5 WIDE & VARIABLE WIDTH

NOTE 1: COORDINATES DERIVED FROM SCRS COORDINATES OF SSM 83258 AND FIELD SURVEY

MARK	EASTING	NORTHING	ZONE	SS CLASS	ORDER	SOURCE
SSM 67481	321 543.444	6 240 338.977	U	-	1	FOUND - NOTE 1
SSM 50488	321 438	6 240 293	U	-	1	SCRS 17/6/2010
SSM 83258	320 992.862	6 240 481.225	B	2	1	SCRS 12/7/71
SSM 88610	321 151	6 240 140	U	-	1	SCRS 12/7/71
SSM 112655	321 040.125	6 240 034.952	U	-	1	FOUND - NOTE 1
VILLAMOOD	317 919.842	6 249 236.447	2A	0	1	SCRS 12/7/71
COWAN II	320 354.138	6 281 393.406	2A	0	1	SCRS 12/7/71

COMBINED SCALE FACTOR 0.999977

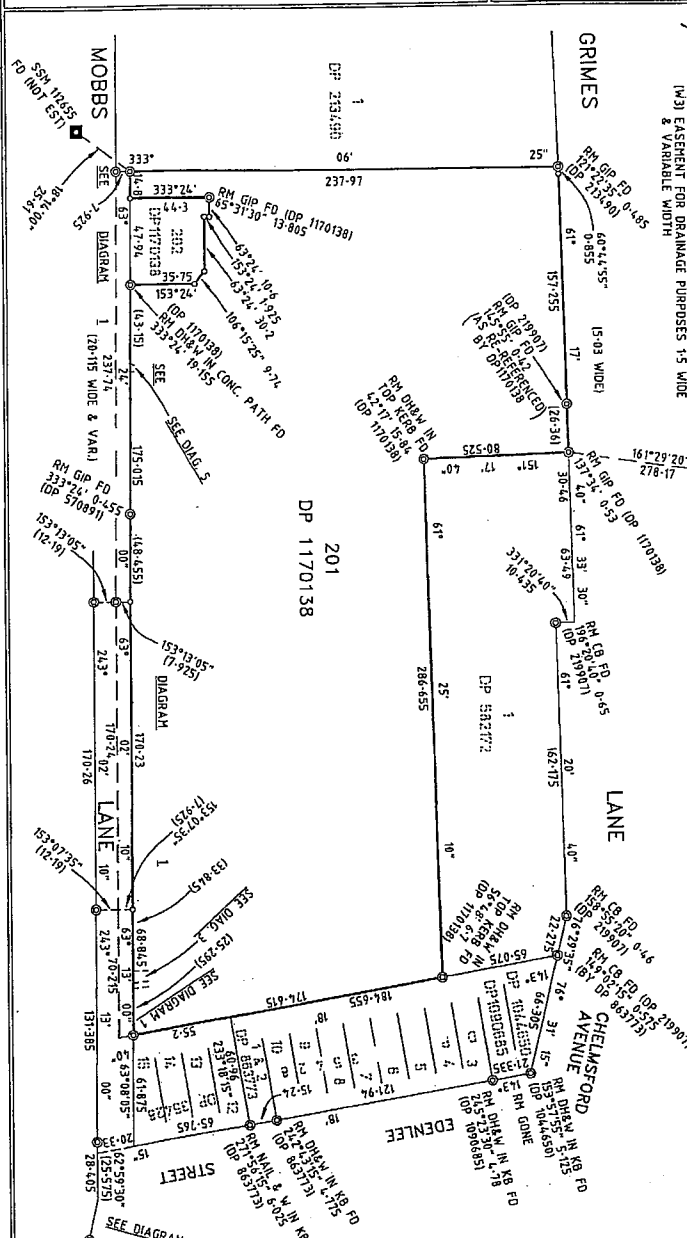


DIAGRAM 2
NOT TO SCALE

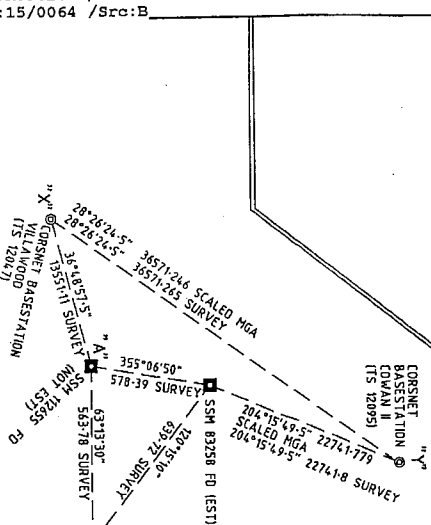
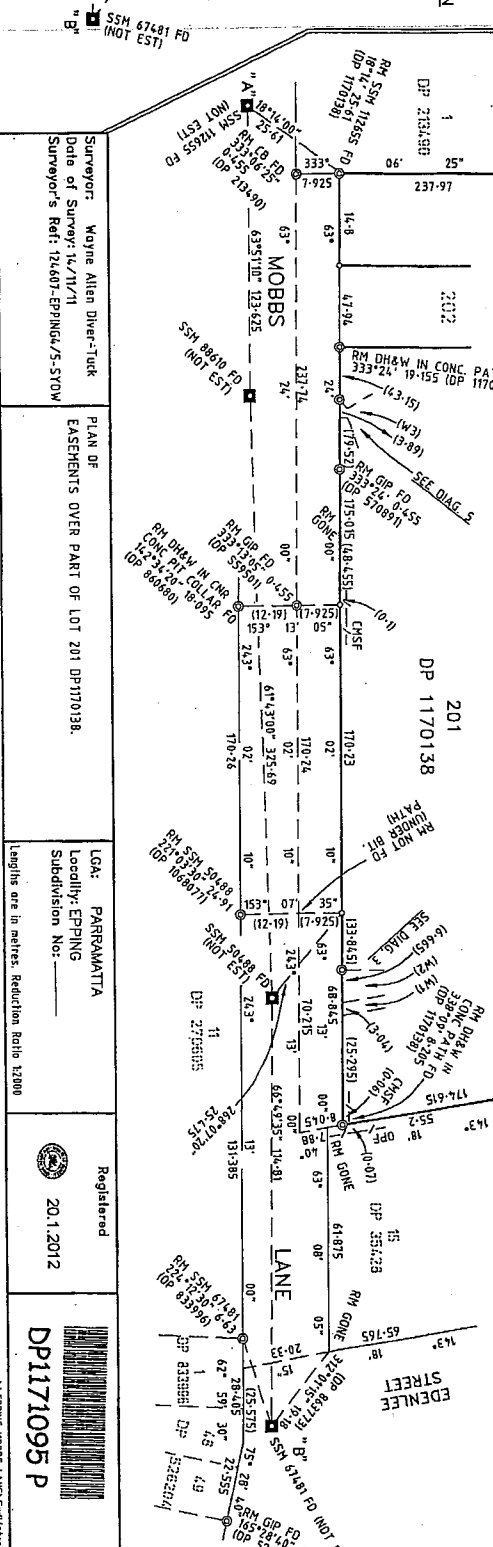


DIAGRAM 1
NOT TO SCALE



Surveyor: Wayne Allen Diver-Tuck
Date of Survey: 14/11/11
Surveyor's Ref: 124607-EPPING/S-SYOW

PLAN OF EASEMENTS OVER PART OF LOT 201 DP1170138.

LOA: PARAKAMATTA
Locality: EPPING
Subdivision No: _____

Registered
20.1.2012

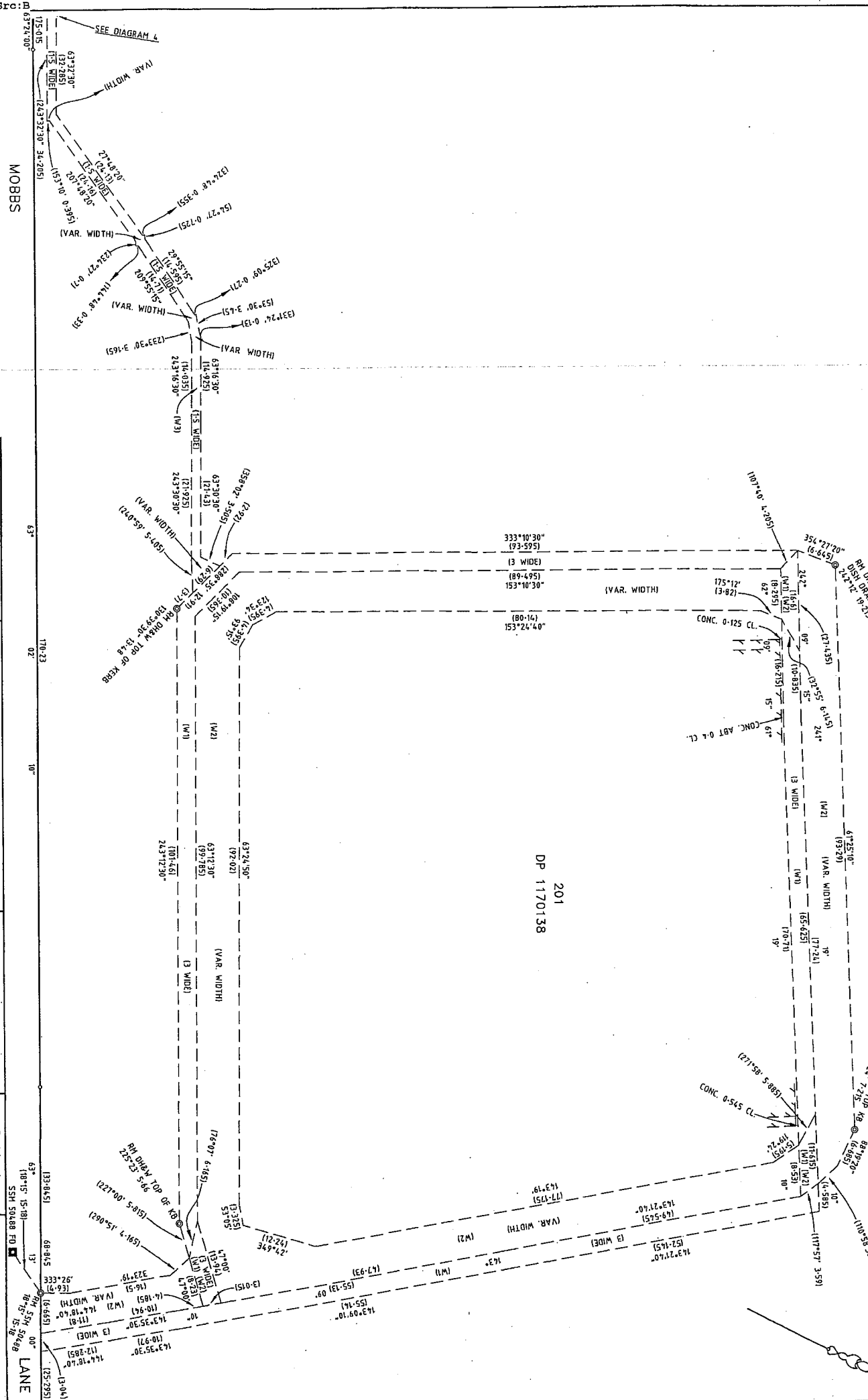
DP1170138 P

Lengths are in metres. Reduction Ratio 1:2000

CSF DENOTES CHAIN MESH SECURITY FENCE APT 20 YRS OLD
DPE DENOTES OLD PALING FENCE

DIAGRAM 3

SCALE 1:500



(W1) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (W2) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES (W3) EASEMENT FOR DRAINAGE PURPOSES 15 WIDE & VARIABLE WIDTH		Surveyor: Wayne Allen Diver-Tuck Date of Survey: 16/11/11 Surveyor's Ref: 12607-EPPING/L5-SYD	PLAN OF EASEMENTS OVER PART OF LOT 201 DP1170138.	LG: PARRAMATTA Locality: EPPING Subdivision No: _____ SEE LENGTHS ARE IN METRES. REDUCTION RATIO: SHEET	Registered 20.1.2012	DP1171095
---	--	---	--	--	-------------------------	-----------

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE
2. EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH
3. EASEMENT FOR DRAINAGE PURPOSES 1.5 WIDE & VARIABLE WIDTH
4. POSITIVE COVENANT

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

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

Signature:.....

Date:.....

File Number:.....

Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed..... set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:

Date of Endorsement:

Accreditation no:

Subdivision Certificate no:

File no:

* Strike through inapplicable parts.



DP1171095 S

Office Use Only

Registered: 20.1.2012

Title System: TORRENS

Purpose: EASEMENT

Office Use Only

PLAN OF
EASEMENTS OVER PART OF LOT 201 DP1170138.

LGA: PARRAMATTA

Locality: EPPING

Parish: FIELD OF MARS

County: CUMBERLAND

Survey Certificate

I, Wayne Allen Diver-Tuck
of JBW Surveyors Pty Ltd ACN 001 149 373

a surveyor registered under the *Surveying and Spatial Information Act 2002*,
certify that the survey represented in this plan is accurate, and has been
made in accordance with the *Surveying and Spatial Information Regulation 2006*
and was completed

on: 14th November 2011

The survey relates to THE EASEMENTS SHOWN

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

Signature *Wayne Diver-Tuck* Dated: 14/11/11

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

Datum Line: "X"-"Y" MGA

Type: Urban/Rural-

Plans used in the preparation of survey/compilation
DP 1170138

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 124607-EPPING4/5-SYDW

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF
EASEMENTS OVER PART OF LOT 201 DP1170138.

DP1171095

Office Use Only

Registered: 20.1.2012



Office Use Only

Subdivision Certificate No: _____

Date of Endorsement: _____

Signed for SYDNEY WATER CORPORATION
by its Attorneys

MARK ROWLEY

ROBERT EDWARD SEYMOUR

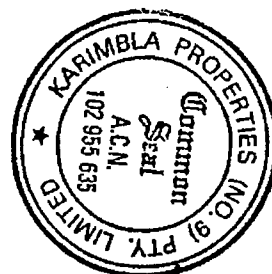
M Rowley
Robert Seymour

who hereby state at the time of executing this instrument have
no notice of the revocation of the Power of Attorney Registered
No 606 11004591 under Authority of which this instrument
has been executed

[Signature]

SECRETARY

ROBYN McCULLY



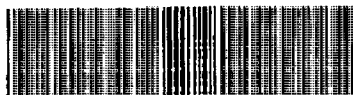
[Signature]

DIRECTOR
Peter Spira

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

Lengths are in metres

(Sheet 1 of 3 Sheets)



Plan of Easements over Part of Lot 201 in DP 1170138

DP1171095 B

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd
ACN 102 955 635
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 Water Supply Purposes 3 Wide	Lot 201 DP 1170138	Sydney Water Corporation
2.	Easement for Access and Drainage Purposes Variable Width	Lot 201 DP 1170138	Sydney Water Corporation
3.	Easement for Drainage Purposes 1.5 Wide & Variable Width	Lot 201 DP 1170138	Sydney Water Corporation
4.	Positive Covenant	Lot 201 DP 1170138	Sydney Water Corporation

PART 2 (TERMS)

1. **TERMS OF EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE NUMBERED 1 IN
THE PLAN**
 - 1.1 An easement for water supply purposes in the terms set out in Memorandum 5736755
filed with the Land and Property Information New South Wales (formerly the Land Titles
Office) is created.

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

(Sheet 2 of 3 Sheets)

DP1171095

Plan of Easements over Part of Lot 201 in DP 1170138

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd
ACN 102 955 635
Level 11, 528 Kent Street,
Sydney NSW 2000

**2. TERMS OF EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE
WIDTH NUMBERED 2 IN THE PLAN**

- 2.1 An easement for access and drainage purposes in the terms set out in Memorandum 5736755 filed with the Land and Property Information New South Wales (formerly the Land Titles Office) is created.

**3. TERMS OF EASEMENT FOR DRAINAGE PURPOSES 1.5 WIDE & VARIABLE WIDTH
NUMBERED 3 IN THE PLAN**

- 3.1 A drainage easement in the terms set out in Memorandum 5736755 filed with the Land and Property Information New South Wales (formerly the Land Titles Office) is created.

4. TERMS OF POSITIVE COVENANT NUMBERED 4 IN THE PLAN

A positive covenant in the terms set out in Memorandum 5736755 filed with the Land and Property Information New South Wales (formerly the Land Titles Office) is created.

EXECUTED by KARIMBLA
PROPERTIES (NO. 9) PTY LTD ACN
102 955 635 in accordance with the
Corporations Act 2001

Signature of Authorised Person

SECRETARY

Office held

ROBYN McCULLY

Name of Authorised Person (please print)

Signature of Authorised Person

DIRECTOR

Office held

Peter Spira

Name of Authorised Person (please print)



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

(Sheet 3 of 3 Sheets)

DP1171095

Plan of Easements over Part of Lot 201 in DP 1170138

**Full name and address of the owner
of the land:**

Karimbla Properties (No. 9) Pty Ltd
ACN 102 955 635
Level 11, 528 Kent Street,
Sydney NSW 2000

SIGNED for **SYDNEY WATER
CORPORATION** by its Attorneys)
)
)
)

MARK ROWLEY

ROBERT EDWARD SEYMOUR

who hereby state at the time of
executing this instrument have no notice
of the revocation of the Power of
Attorney Registered No. 606 Book 454
under the Authority of which this
instrument has been executed

[Signature]

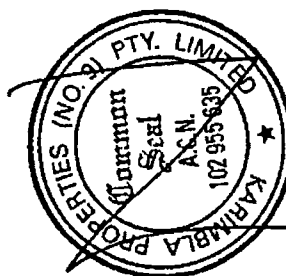
Signature of witness

NGA BUI

Name of witness

SMITH STREET PARRAMATTA

Address of Witness



[Signature]

Signature of Attorney

[Signature]

Signature of Attorney

REGISTERED



20.1.2012

AG776451G

(A) **TORRENS TITLE**

(B) **LODGED BY**

(C) REGISTERED PROPRIETOR

(D) LESSEE
MORTGAGEE
or
CHARGE

(E) **PRESCRIBED
AUTHORITY**

(G) Execution by the prescribed authority

(G) Execution by the registered proprietor

DIRECTOR

(H) **Consent of the N.A**

The N.A. under N.A.

No. N.A.

, agrees to be bound by this positive covenant.

I certify that the above N.A.
signed this application in my presence.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness: ☐ _____

Signature of N.A.

Name of witness:

Address of witness:

**ANNEXURE "A" TO A POSITIVE COVENANT BETWEEN PARRAMATTA CITY COUNCIL
AND KARIMBLA PROPERTIES (NO. 9) PTY LTD ACN 102 955 635**

DATED day of 2012

1 Terms of Positive Covenant

1.1 The registered proprietor of the lot burdened will in respect of the System:

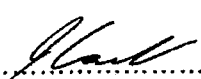
- (a) keep the System clean and free from silt, rubbish and debris;
- (b) maintain and repair at the sole expense of the registered proprietor the whole of the System so that it functions in a safe and efficient manner;
- (c) permit the Council or its authorised agents from time to time and upon giving 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.

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

- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 1.1(d) above; and
- (b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under clause 1.2(a) hereof. Such expense shall include reasonable wages for Council's employees engaged in effecting the said work, supervising and administering the said work together with the costs, reasonable estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work;
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs 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.


Parramatta City Council – Authorised Officer

- 1.3 This covenant shall bind all persons who are or claim under the registered proprietor as stipulated in Section 88E(5) of the Act.
- 1.4 For the purposes of this covenant, "the System" means the on-site stormwater detention system constructed or to be constructed on the land as detailed on the plans approved by Patrick Gerard McNamara as Construction Certificate No 120 (Ref No 77481.CC.01) based on Major Project Approval No 08_0258 as modified, 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.
- 1.5 This covenant can only be varied, modified, or released with the consent of the Prescribed Authority.


Parramatta City Council – Authorised Officer

Form: 13RPA
Release: 2.4
www.lpma.nsw.gov.au

**RESTRICTION ON 1
USE OF LAND BY
PRESCRIBED AUTHO**

New South Wales

Section 88E(3) Conveyancing Act 1919



AG776452E

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

(A) **TORRENS TITLE**

FOLIO IDENTIFIER 201/1170138

(B) **LODGED BY**

Document Collection Box 1056P	Name, Address or DX, Telephone, and Customer Account Number if any MERITON APARTMENTS PTY LTD DX 1177 SYDNEY LPI NO: 123759V Reference: LW: EPPING (RESTRICTION)	CODE RV
---	--	-----------------------

(C) **REGISTERED PROPRIETOR**

Of the above land
KARIMBLA PROPERTIES (NO. 9) PTY LTD ACN 102 955 635

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

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

Ru

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

DATE 12 JANUARY 2012

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

Signature of witness: Kathy Bailie

Name of witness: KATHY BAILIE

Address of witness: 30 DARCY STREET
PARRAMATTA NSW 2150

Signature of authorised officer: Jennifer Carroll

Name of authorised officer: JENNIFER CARROLL

Position of authorised officer: PLANNING

CERTIFICATE OFFICER

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

Corporation: KARIMBLA PROPERTIES (NO. 9) PTY LTD
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [Signature]

Name of authorised person: ROBYN McCULLY

Office held: SECRETARY

Signature of authorised person: [Signature]

Name of authorised person: Peter Spira

Office held: DIRECTOR

(H) The N.A. under N.A. No. N.A. agrees to be bound by this restriction.
I certify that the above N.A., who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: ☐ _____ Signature of N.A. _____

Name of witness: _____

Address of witness: _____

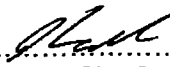
DP270729

**ANNEXURE "A" TO RESTRICTION ON THE USE OF LAND BY A PRESCRIBED
AUTHORITY BETWEEN PARRAMATTA CITY COUNCIL AND KARIMBLA PROPERTIES
(NO. 9) PTY LTD ACN 102 955 635**

DATED day of 2012

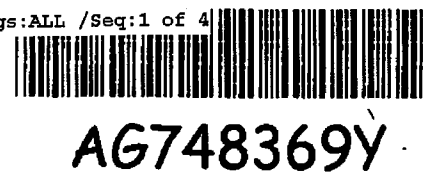
1 Terms of Restriction on the Use of Land

- 1.1** The registered proprietor shall not make or permit or suffer the making of any alterations to the On-Site Stormwater Detention System which is constructed or to be constructed on the lot burdened without the prior written consent in writing of the Prescribed Authority.
- 1.2** 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. The On-Site Detention System is detailed on the plans approved by Patrick Gerard McNamara as Construction Certificate No 120 (Ref No 77481.CC.01) based on Major Project Approval No 08_0258 as modified.
- 1.3** This restriction on the use of land can only be varied, modified, or released with the consent of the Prescribed Authority.


Parramatta City Council – Authorised Officer

Time 4:00
Date 27/1/12
CSB2

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



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

(A) **TORRENS TITLE**

FOLIO IDENTIFIER 201/1170130 1/270729, 2/270729, 3/270729

(B) **LODGED BY**

Document Collection Box 1056P	Name, Address or DX, Telephone, and Customer Account Number if any MERITON APARTMENTS PTY LTD DX 1177 SYDNEY LPI NO: 123759V Reference: LW: EPPING (PC-ACCESS)	CODE PC
---	--	-------------------

(C) **REGISTERED PROPRIETOR**

KARIMBLA PROPERTIES (NO. 9) PTY LTD ACN 102 955 635

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant			RELODGED - 7 FEB 2012 TIME: 3:00
Nature of Interest	Number of Instrument	Name	
NOT APPLICABLE	N.A.	N.A.	

(E) **PRESCRIBED AUTHORITY**

PARRAMATTA CITY COUNCIL

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

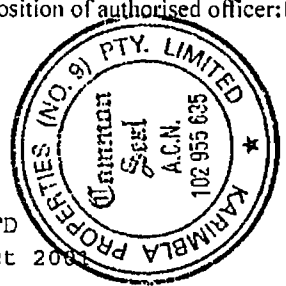
DATE 27 January 2012

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

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

Signature of witness:
Name of witness: ☐ CHRISTINE TREADGOLD
Address of witness: ☐ 30 DARCY ST PARRAMATTA

Signature of authorised officer:
Name of authorised officer: ☐ Louise Kerr
Position of authorised officer: ☐ Manager Development Services Parramatta City Council



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

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

Corporation: KARIMBLA PROPERTIES (NO. 9) PTY LTD
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: **SECRETARY**
Office held: **ROBYN MCCULLY**

Signature of authorised person:
Name of authorised person: **Peter Spira**
Office held:

(H) **Consent of the N.A**

The N.A under N.A No. N.A. agrees to be bound by this positive covenant.

I certify that the above N.A who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

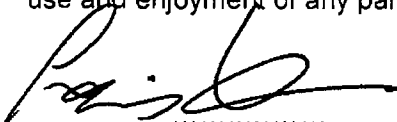
Signature of witness: ☐ Signature of N.A. ☐
Name of witness: ☐
Address of witness: ☐

**ANNEXURE "A" TO A POSITIVE COVENANT BETWEEN PARRAMATTA CITY COUNCIL
AND KARIMBLA PROPERTIES (NO. 9) PTY LTD ACN 102 955 635**

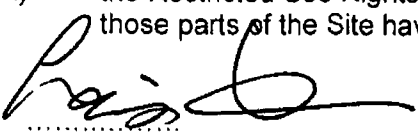
DATED 27 day of January 2013

1 Terms of Positive Covenant

- 1.1** On and from the Commencement Date and subject to these provisions, the Owner of the lot burdened must do all things and pay all costs necessary for the proper upkeep, maintenance and repair of the Site to enable the Site to be used as Publicly Accessible Open Space by the Council and Authorised Users.
- 1.2** On and from the Commencement Date and subject to these provisions, the owner of the lot burdened must ensure that the Council and Authorised Users can:
- (a) pass and repass over the Site at all times; and
 - (b) remain on the Site for the purposes of recreation and enjoyment.
- 1.3** The Council and Authorised Users must not:
- (a) park or stand a motor vehicle or trailer on the lot burdened, except where expressly permitted; or
 - (b) obstruct the use of the lot burdened.
- 1.4** The Council and Authorised Users:
- (a) must cause as little inconvenience as practicable to the Owner and any occupier of the lot burdened when they use the Site; and
 - (b) use the Site entirely at their own risk and release the Owner of the lot burdened from any liability arising from the improper use of the Site except to the extent caused or contributed by the act of the Owner or any occupier of the lot burdened.
- 1.5** The Council will not be liable to pay for the cost of any maintenance or repairs to any part of the Site occasioned to the Site as a result of its use pursuant to these provisions.
- 1.6** The Council and Authorised Users must comply with the terms of the Community Management Statement that relate to the proper control, management, operation, use and enjoyment of any part of the Site.

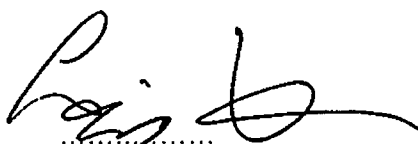

Parramatta City Council - Authorised Officer

- 1.7 The Community Association may make rules about the use of the Site in accordance with the Community Management Statement (**Rules**) in connection with the proper control, management, operation, use and enjoyment of the Site. This is to enable the Community Association to comply with its obligations under the Community Land Management Act 1989 (NSW).
- 1.8 The Council and Authorised Users must comply with any Rules.
- 1.9 (a) The terms of these provisions are intended to operate conjunctively and be consistent with the rights created by virtue of any part of the Site being an Open Access Way.
- (b) The Owner of the lot burdened must not create or permit the creation of any rights over or in respect of the Site that derogate from the rights and entitlements granted to Council under this instrument. If there is any inconsistency between the rights and entitlements granted under this instrument and the rights created, or permitted to be created, by the Owner of the lot burdened or in respect of the Site, the former prevails.
- 1.10 These provisions commence to operate in respect of those parts of the Site only after the Commencement Date.
- 1.11 The Council acknowledges these provisions are not intended to apply to the Owner of any part of the lot burdened that becomes a Final Lot. The Council acknowledges and hereby provides its consent to the Owner of the lot burdened requesting the Registrar-General to issue the certificates of title for the Final Lots without a notification on those folios of the burden of this covenant.
- 1.12 For the purposes of these provisions:
- (a) words starting with a capital letter but not defined in these provisions have the meaning given to them in the Community Land Development Act 1987 (NSW) or in the Community Management Statement, as the case may be;
- (b) **Authorised Users** means members of the public and the Council's invitees and other persons authorised by it;
- (c) **Commencement Date** means the later of:
- (i) the date the lot burdened is subdivided by the Community Plan; and
- (ii) the date when those parts of the Site are created as, and form part of, Association Property; and
- (iii) the Restricted Use Rights of the Developer in connection with those parts of the Site have ended as set out in the Community


Parramatta City Council – Authorised Officer

Management Statement or other Management Statement or
Subsidiary Body by-laws;

- (d) **Community Management Statement** means the management statement registered with the Community Plan;
- (e) **Community Plan** means the community plan (being community plan DP270729) that is intended to subdivide the lot burdened;
- (f) **Council** means Parramatta City Council;
- (g) **Developer** has the meaning given to it in the Community Management Statement;
- (h) **Final Lot** means:
 - (i) a lot, created by way of subdivision of the whole or part of the lot burdened, that is a lot other than Association Property; and
 - (ii) Subsidiary Body Association Property that does not comprise any Publicly Accessible Open Space or Open Access Ways; and
 - (iii) Common Property that does not comprise any Publicly Accessible Open Space;
- (i) **Open Access Ways** means the open access ways which are intended to be constructed on the Community Property;
- (j) **Owner** means the person who is entitled to an estate or interest in possession in a lot in the Community Scheme and in the case of Association Property, the relevant Association, and in the case of Common Property, the relevant Strata Corporation;
- (k) **Publicly Accessible Open Space** means those parts of Association Property and Common Property that are available for use by the public as open space, for recreation and enjoyment, as referenced in and required by the "Voluntary Planning Agreement" between the Developer, the Council and Meriton Apartments Pty Ltd (ACN 000 644 888) dated 16 March 2011, as amended from time to time;
- (l) **Restricted Use Rights** has the meaning given to it in the Community Management Statement registered with the Community Plan; and
- (m) **Site** means those parts of Association Property and Common Property, as created from time to time, comprising Publicly Accessible Open Space, together with any Open Access Ways.



Parramatta City Council – Authorised Officer

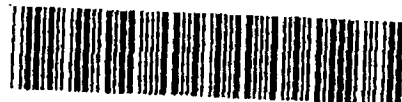


Form: 01TO
Release: 2-0

**TRANSFER GRANTIN
EASEMENT ETC
OVER OWN LAND**

New South Wales

Section 46A Real Property Act 1900



AH368624C

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

(A) **TORRENS TITLE**

Servient Tenement F.I. 9/270729	Dominant Tenement F.I. 6/SP87215
------------------------------------	-------------------------------------

(B) **LODGED BY**

Document Collection Box 1056P	Name, Address or DX, Telephone, and Customer Account Number if any MERITON APARTMENTS DX 1177 SYDNEY, TEL: 9287 2539 LPI NO: 123759V Reference: LW: EPPING BLG 2 ACCESS	CODE TO
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(C) **REGISTERED PROPRIETOR**

of both the dominant and the servient tenements referred to at (A) KARIMBLA PROPERTIES (NO. 9) PTY LTD ACN 102 955 635

(D) **DESCRIPTION**

of the easement EASEMENT FOR VEHICULAR ACCESS ϕ

(E) **MORTGAGE / CHARGE / COVENANT CHARGE (if any)**

affecting the servient / dominant tenement referred to at (A)			
Number	Torrens Title	Type of Instrument	Mortgagee / chargee / covenant chargee

The abovementioned registered proprietor of both the dominant and the servient tenements referred to above hereby grants out of the servient tenement and appurtenant to the dominant tenement in the

(F) **AN EASEMENT**
terms specified above at (D).

(G) **DATE** 14/11/2012

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

Corporation: KARIMBLA PROPERTIES (NO. 9) PTY LTD
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:
Office held:

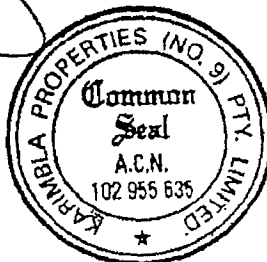
ROBYN McCULLY

Secretary

Signature of authorised person:

Name of authorised person:
Office held:

Peter Spira
DIRECTOR



AFFECTING THE WHOLE OF THE LAND - SEE PAGE 2

Annexure A to TRANSFER GRANTING EASEMENT ETC OVER OWN LAND

Parties:

KARIMBLA PROPERTIES (NO. 9) PTY LTD ACN 102 955 635

Dated: 14/11/2012

- 1.1 Subject to the terms of this easement, the Grantor grants to the Grantee and any person authorised by the Grantee the right to access, go, pass and repass by vehicle only across that part of the Servient Tenement that is constructed to a standard suitable for vehicular access purposes from time to time PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the aforesaid rights to pass through any part of the Servient Tenement which has not apparently been constructed or set up for the purpose of vehicular access.
- 1.2 The Grantor may temporarily suspend access to, and use of, parts of the Servient Tenement from time to time.
- 1.3 If the Grantee or any person authorised by the Grantee exercises or purports to exercise the rights granted by this easement, that person:
 - (a) enters upon the Servient Tenement at his/her own risk;
 - (b) must, at all times, comply with the reasonable directions of the Grantor;
 - (c) must cause as little inconvenience as practicable to the Grantor;
 - (d) must comply with any rules made by the Grantor in respect of this easement;
 - (e) must not cause any damage to the Servient Tenement and any improvements on it and if damage is caused, to restore the Servient Tenement and any improvements on it as nearly as practicable to their condition prior before the damage occurred; and
 - (f) must not obstruct the use of the Servient Tenement.
- 1.4 The Grantee releases and indemnifies the Grantor 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 Servient Tenement 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 Grantor.
- 1.5 This easement shall cease to exist and the Grantee consents to the release of this easement when that part of the Servient Tenement being used in accordance with this instrument becomes a part of Lot 1 in Community Plan DP270729.

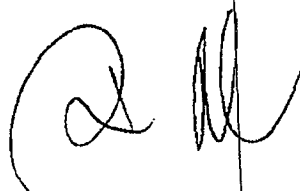
For the purposes of this easement the following terms have the following meanings:

Dominant Tenement means the whole or any part of a lot having the benefit of this easement.

Grantee means the registered proprietor of the Dominant Tenement.

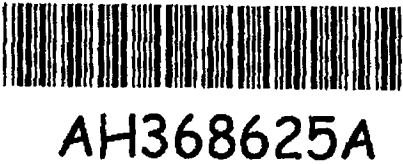
Grantor means the registered proprietor of the Servient Tenement.

Servient Tenement means the whole or any part of a lot having the burden of this easement.



Form: 01TO
Releasee: 2.0

**TRANSFER GRANTING
EASEMENT ETC
OVER OWN LAND**
New South Wales
Section 46A Real Property Act 1900



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

(A) TORRENS TITLE	Servient Tenement F.I. 9/270729		Dominant Tenement F.I. 6/SP87215	
	(B) LODGED BY	Document Collection Box 1056P		CODE TO
Name, Address or DX, Telephone, and Customer Account Number if any MERITON APARTMENTS DX 1177 SYDNEY, TEL: 9287 2539 LPI NO: 123759V Reference: LW: EPPING BLG 2 PED ACCESS				
(C) REGISTERED PROPRIETOR	of both the dominant and the servient tenements referred to at (A) KARIMBLA PROPERTIES (NO. 9) PTY LTD ACN 102 955 635			
(D) DESCRIPTION	of the easement EASEMENT FOR PEDESTRIAN ACCESS <i>φ</i>			
(E) MORTGAGE / CHARGE / COVENANT CHARGE (if any)	affecting the servient / dominant tenement referred to at (A)			
	Number	Torrens Title	Type of Instrument	Mortgagee / chargee / covenant chargee

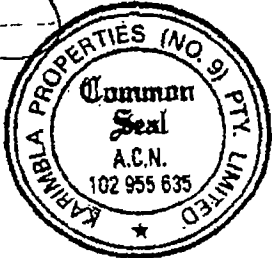
The abovementioned registered proprietor of both the dominant and the servient tenements referred to above hereby grants out of the servient tenement and appurtenant to the dominant tenement in the

(F) AN EASEMENT terms specified above at (D).

(G) DATE 14/11/2012

Certified correct for the purposes of the Real Property Act 1900 by the corporation 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.
Corporation: KARIMBLA PROPERTIES (NO. 9) PTY LTD
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*
Name of authorised person: ROBYN McCULLY
Office held: SECRETARY



Signature of authorised person: *[Signature]*
Name of authorised person: Peter Spira
Office held: DIRECTOR

φ AFFECTING THE WHOLE OF THE LAND. SEE PAGE 2.

Annexure A to TRANSFER GRANTING EASEMENT ETC OVER OWN LAND

Parties:

KARIMBLA PROPERTIES (NO. 9) PTY LTD ACN 102 955 635

Dated: 14/11/2012

- 1.1 Subject to the terms of this easement, the Grantor grants to the Grantee and any person authorised by the Grantee the right to access, go, pass and repass by foot only across that part of the Servient Tenement that is constructed to a standard suitable for pedestrian access purposes from time to time PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the aforesaid rights to pass through any part of the Servient Tenement which has not apparently been constructed or set up for the purpose of pedestrian access.
- 1.2 The Grantor may temporarily suspend access to, and use of, parts of the Servient Tenement from time to time.
- 1.3 If the Grantee or any person authorised by the Grantee exercises or purports to exercise the rights granted by this easement, that person:
 - (a) enters upon the Servient Tenement at his/her own risk;
 - (b) must, at all times, comply with the reasonable directions of the Grantor;
 - (c) must cause as little inconvenience as practicable to the Grantor;
 - (d) must comply with any rules made by the Grantor in respect of this easement;
 - (e) must not cause any damage to the Servient Tenement and any improvements on it and if damage is caused, to restore the Servient Tenement and any improvements on it as nearly as practicable to their condition prior before the damage occurred; and
 - (f) must not obstruct the use of the Servient Tenement.
- 1.4 The Grantee releases and indemnifies the Grantor 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 Servient Tenement 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 Grantor.
- 1.5 This easement shall cease to exist and the Grantee consents to the release of this easement when that part of the Servient Tenement being used in accordance with this instrument becomes a part of Lot 1 in Community Plan DP270729.

For the purposes of this easement the following terms have the following meanings:

Dominant Tenement means the whole or any part of a lot having the benefit of this easement.

Grantee means the registered proprietor of the Dominant Tenement.

Grantor means the registered proprietor of the Servient Tenement.

Servient Tenement means the whole or any part of a lot having the burden of this easement.

Form: 01TO
Release: 2-0

**TRANSFER GRANT
EASEMENT ETC
OVER OWN LAND**

New South Wales

Section 46A Real Property Act 1900



AH368626X

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

(A) **TORRENS TITLE**

Servient Tenement F.I. 9/270729	Dominant Tenement F.I. 136/SP86297
------------------------------------	---------------------------------------

(B) **LODGED BY**

Document Collection Box 1056P	Name, Address or DX, Telephone, and Customer Account Number if any MERITON APARTMENTS DX 1177 SYDNEY, TEL: 9287 2539 LPI NO: 123759V Reference: LW: EPPING BLG 7 ACCESS	CODE TO
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(C) **REGISTERED PROPRIETOR**

of both the dominant and the servient tenements referred to at (A) KARIMBLA PROPERTIES (NO. 9) PTY LTD ACN 102 955 635

(D) **DESCRIPTION**

of the easement EASEMENT FOR VEHICULAR ACCESS
--

(E) **MORTGAGE /
CHARGE /
COVENANT
CHARGE
(if any)**

affecting the servient / dominant tenement referred to at (A)			
Number	Torrens Title	Type of Instrument	Mortgagee / chargee / covenant chargee

- (F) The abovementioned registered proprietor of both the dominant and the servient tenements referred to above hereby grants
AN EASEMENT out of the servient tenement and appurtenant to the dominant tenement in the
terms specified above at (D).

(G) **DATE** 14/11/2012

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

Corporation: KARIMBLA PROPERTIES (NO. 9) PTY LTD

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

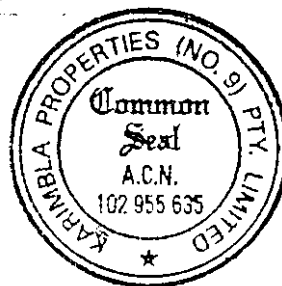
Name of authorised person:

Name of authorised person:

Office held:

Office held:

ROBYN McCULLY
Secretary



Peter Spira
**Peter Spira
DIRECTOR**

* 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

Ø AFFECTING THE WHOLE OF THE LAND - SEE PAGE 2.

Annexure A to TRANSFER GRANTING EASEMENT ETC OVER OWN LAND

Parties:

KARIMBLA PROPERTIES (NO. 9) PTY LTD ACN 102 955 635

Dated:

14/11/2012

- 1.1 Subject to the terms of this easement, the Grantor grants to the Grantee and any person authorised by the Grantee the right to access, go, pass and repass by vehicle only across that part of the Servient Tenement that is constructed to a standard suitable for vehicular access purposes from time to time PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the aforesaid rights to pass through any part of the Servient Tenement which has not apparently been constructed or set up for the purpose of vehicular access.
- 1.2 The Grantor may temporarily suspend access to, and use of, parts of the Servient Tenement from time to time.
- 1.3 If the Grantee or any person authorised by the Grantee exercises or purports to exercise the rights granted by this easement, that person:
 - (a) enters upon the Servient Tenement at his/her own risk;
 - (b) must, at all times, comply with the reasonable directions of the Grantor;
 - (c) must cause as little inconvenience as practicable to the Grantor;
 - (d) must comply with any rules made by the Grantor in respect of this easement;
 - (e) must not cause any damage to the Servient Tenement and any improvements on it and if damage is caused, to restore the Servient Tenement and any improvements on it as nearly as practicable to their condition prior before the damage occurred; and
 - (f) must not obstruct the use of the Servient Tenement.
- 1.4 The Grantee releases and indemnifies the Grantor 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 Servient Tenement 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 Grantor.
- 1.5 This easement shall cease to exist and the Grantee consents to the release of this easement when that part of the Servient Tenement being used in accordance with this instrument becomes a part of Lot 1 in Community Plan DP270729.

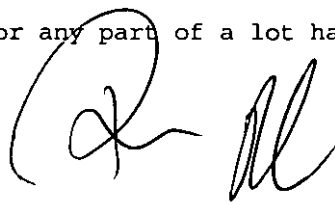
For the purposes of this easement the following terms have the following meanings:

Dominant Tenement means the whole or any part of a lot having the benefit of this easement.

Grantee means the registered proprietor of the Dominant Tenement.

Grantor means the registered proprietor of the Servient Tenement.

Servient Tenement means the whole or any part of a lot having the burden of this easement.

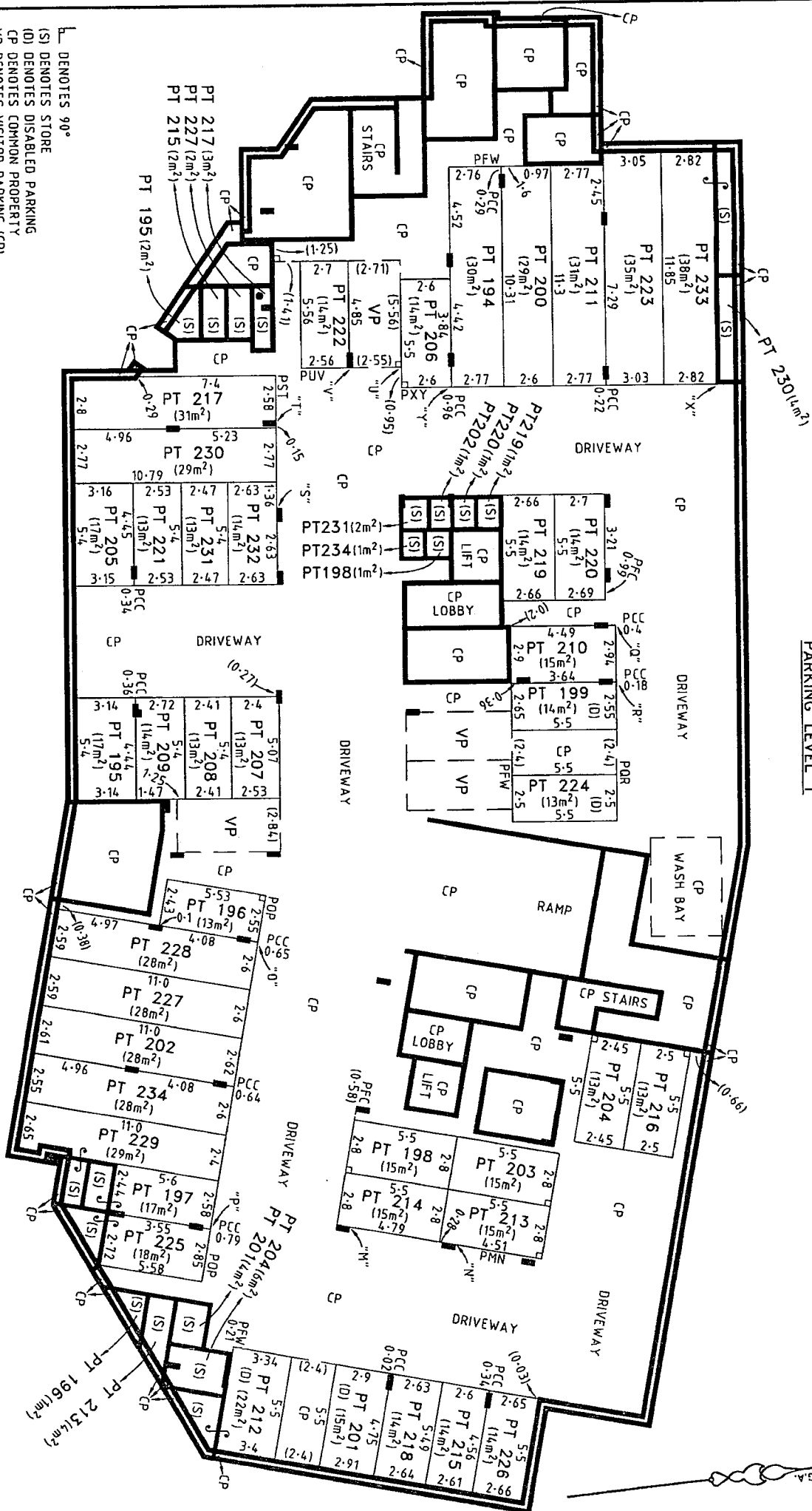


SP92254P



\\Epping-Mobbs Lane\Epping Stg2\B17\Final

BUILDING '17'
PARKING LEVEL 1



(S) DENOTES 90°
(S) DENOTES STORE
(D) DENOTES DISABLED PARKING
CP DENOTES COMMON PROPERTY
VP DENOTES VISITOR PARKING (CP)
PMN DENOTES PROLONGATION OF LINE "N"-N"
POP DENOTES PROLONGATION OF LINE "O"-P"
POR DENOTES PROLONGATION OF LINE "O"-R"
PST DENOTES PROLONGATION OF LINE "S"-T"
PUV DENOTES PROLONGATION OF LINE "U"-V"
PXY DENOTES PROLONGATION OF LINE "X"-Y"
PFW DENOTES PROLONGATION OF FACE OF WALL
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN

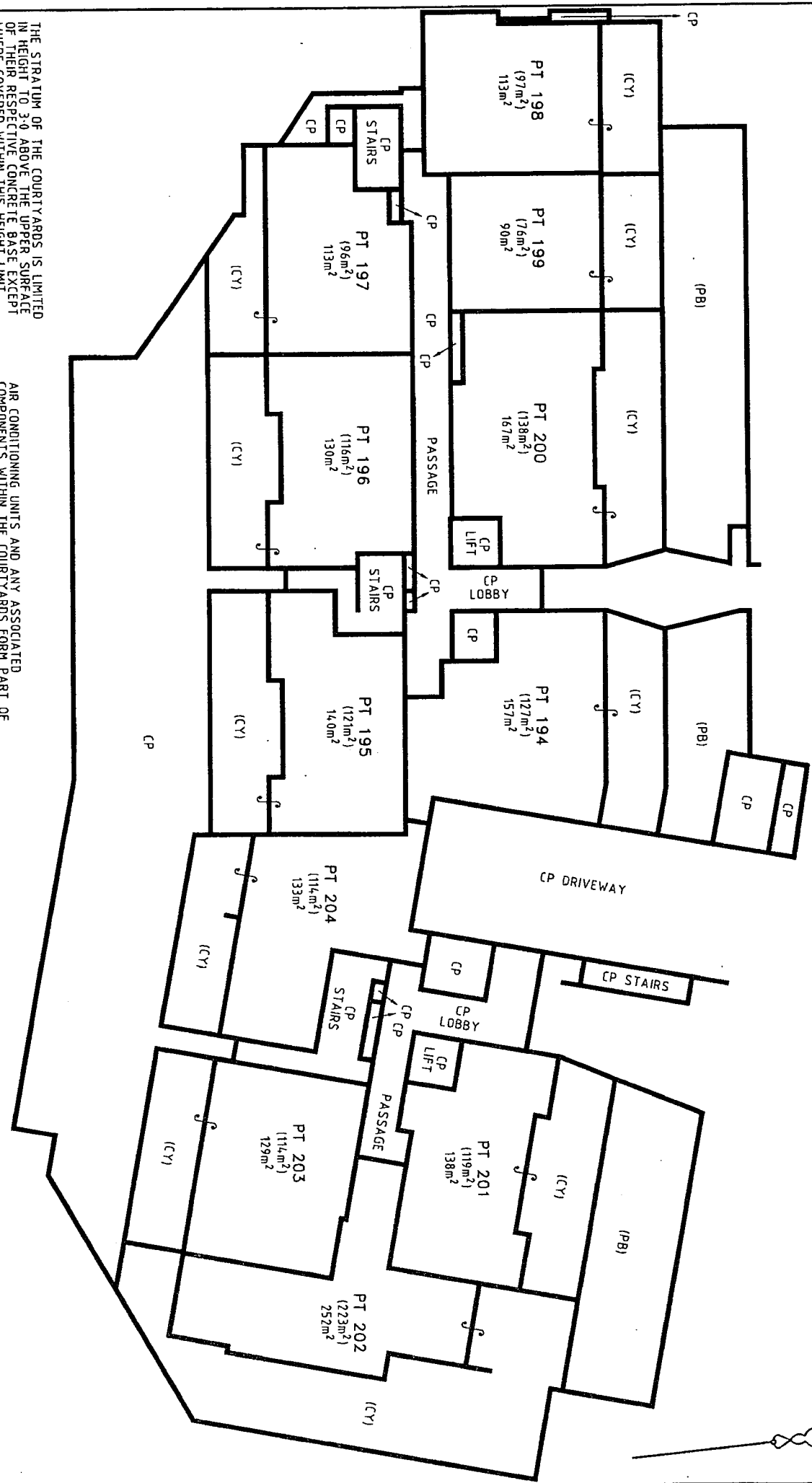
METAL BOLLARDS WITHIN THE CARSPACES ARE COMMON PROPERTY
BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL
THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

Surveyor: Bradley Edward Glosson
Surveyor's Ref: 124875-EPP-STG2-817
Subdivision No: SC15002

Registered
22.10.2015

SP92254

BUILDING 17
GROUND FLOOR



THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3.0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

(CY) DENOTES COURTYARD
CP DENOTES COMMON PROPERTY
(PB) DENOTES PLANTER BOX - (CP)

METAL PERGOLAS AND ANY ASSOCIATED SUPPORT STRUCTURES WITHIN OR ADJACENT TO THE COURTYARDS ARE COMMON PROPERTY.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND COURTYARDS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

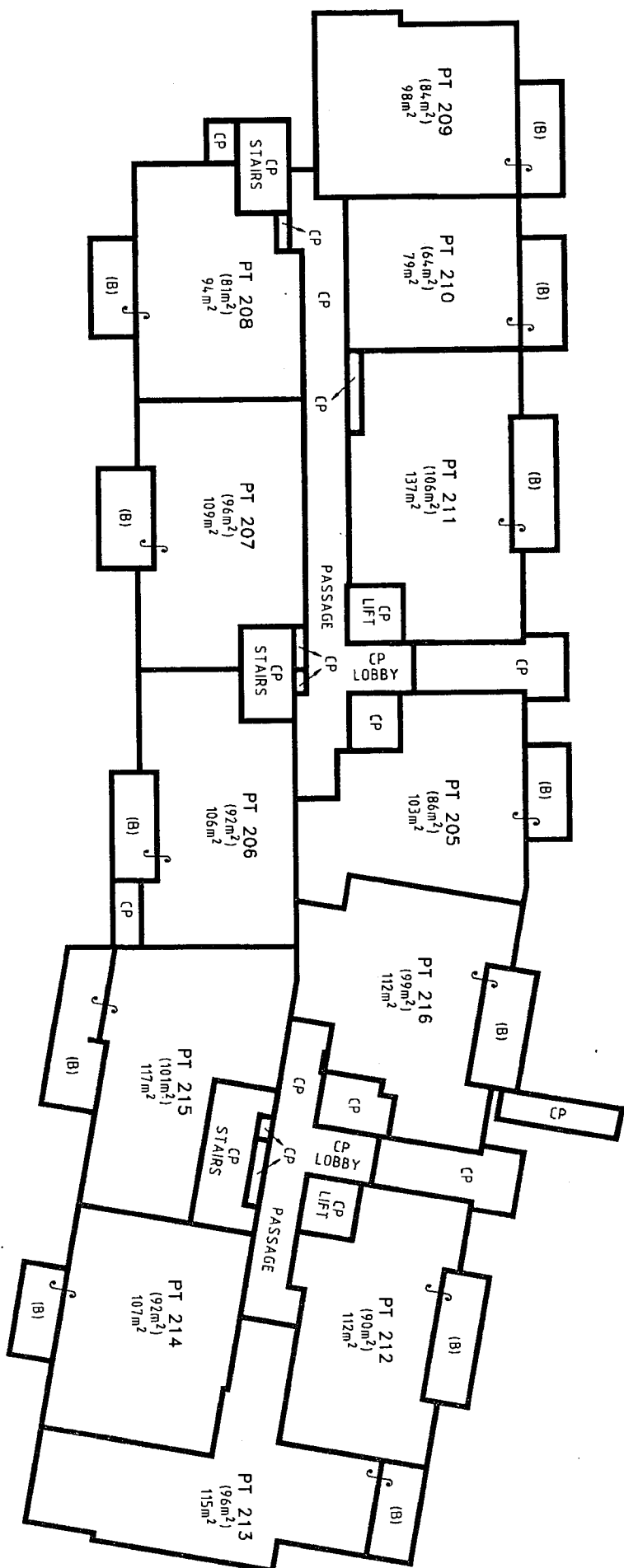
Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124875-EPP-STG2-B17
Subdivision No: SC15002

Registered
22.10.2015

SP92254

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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BUILDING 17
LEVEL 1



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
STRATA SCHEME (FREEHOLD DEVELOPMENT) ACT 1973
AND ARE APPROXIMATE ONLY.

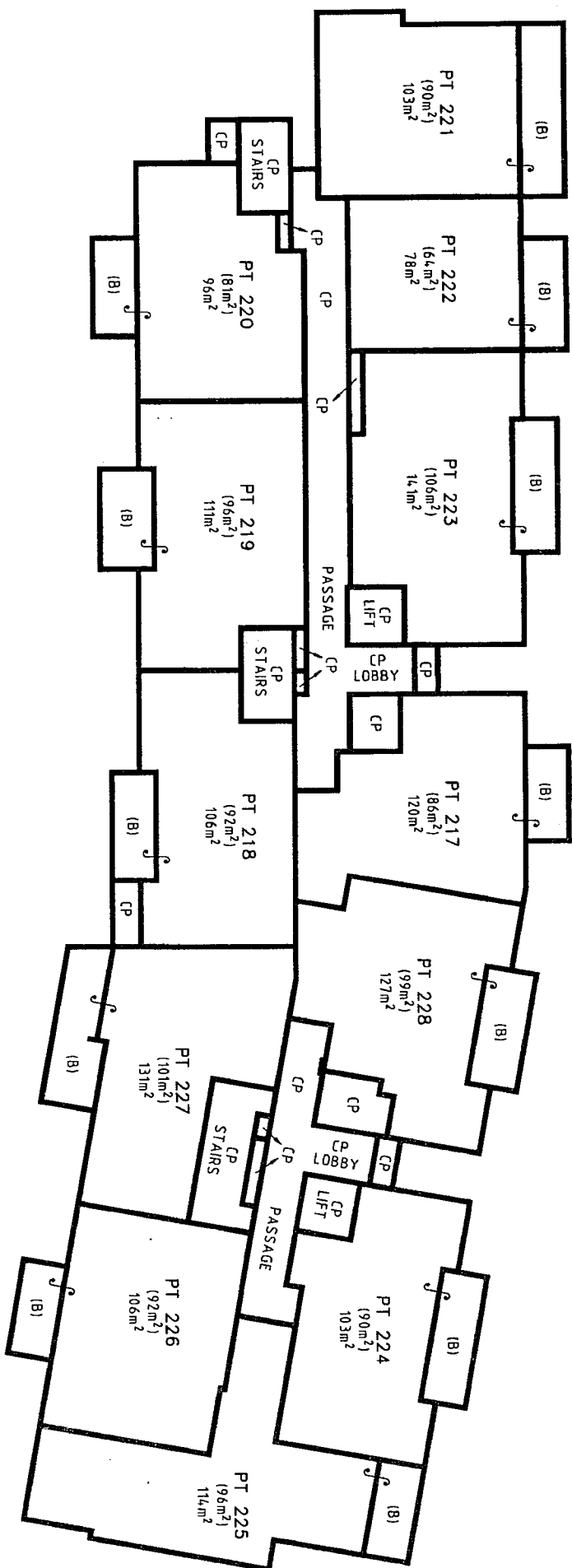
METAL SLIDING SCREENS ADJACENT
TO THE BALCONIES ARE COMMON PROPERTY.
TILING WITHIN THE UNITS AND BALCONIES IS NOT
COMMON PROPERTY AND FORMS PART OF THE
RESPECTIVE LOT.

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124875-EPP-ST02-B17
Subdivision No: SC15002
Lengths are in metres. Reduction Ratio 1:2000

Registered
22.10.2015

SP92254

BUILDING 17
LEVEL 2



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3.0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

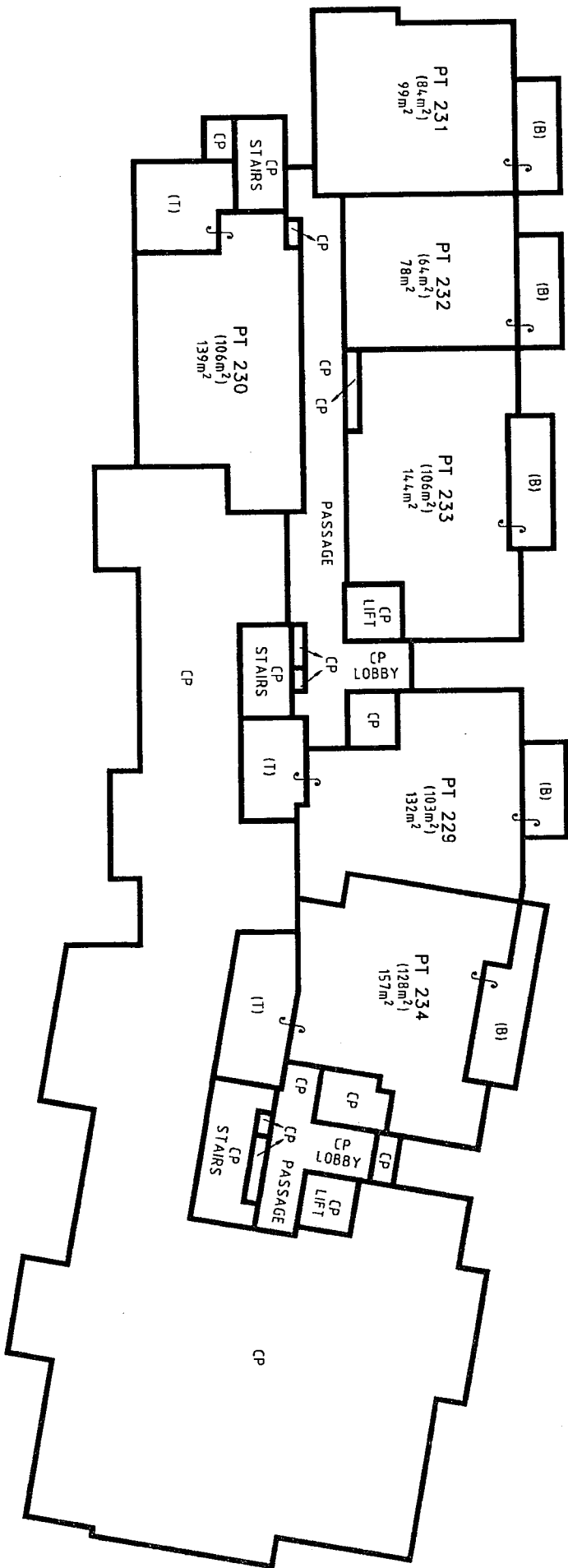
METAL SLIDING SCREENS ADJACENT TO THE BALCONIES ARE COMMON PROPERTY.
TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

Surveyor: Bradley Edward Glasston
Surveyor's Ref: 124875-EPP-STG2-B17
Subdivision No: SC15002
Lengths are in metres. Reduction Ratio 1:200

Registered
22.10.2015

SP92254

BUILDING 17
LEVEL 3



THE STRATUM OF THE BALCONIES AND TERRACES IS LIMITED IN HEIGHT TO 3.0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

- (T) DENOTES TERRACE
- (B) DENOTES BALCONY
- CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

METAL SLIDING SCREENS ADJACENT TO THE BALCONIES ARE COMMON PROPERTY. METAL PERGOLAS AND ANY ASSOCIATED SUPPORT STRUCTURES WITHIN OR ADJACENT TO THE BALCONIES AND TERRACES ARE COMMON PROPERTY.

TILING WITHIN THE UNITS, BALCONIES AND TERRACES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

Surveyor: Bradley Edward Giason
Surveyor's Ref: 124875-EPP-STG2-B17
Subdivision No: SC15002
Lengths are in metres. Reduction Ratio 1:200



Registered
22.10.2015

SP92254

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

Table of mm

Reg: 7/50

STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Registered:  22.10.2015

Purpose: STRATA PLAN

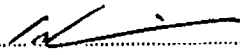
Office Use Only



SP92254 S

PLAN OF
SUBDIVISION OF LOT 193 SP89448.LGA: PARRAMATTA
Locality: EPPING
Parish: FIELD OF MARS
County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) *The Council of
*The Accredited Certifier Saeid Askarian
Accreditation Number BPB-00-14
has made the required inspections and is satisfied that the requirements of,*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and
clause 29A Strata Schemes (Freehold Development) Regulation 2012.*(b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and~~
~~clause 30A of the Strata Schemes (Leasehold Development) Regulation~~
~~2012.~~have been complied with and approves of the proposed strata plan
illustrated in the plan with this certificate.*(2) The accredited certifier is satisfied that the plan is consistent with a
relevant development consent in force, and that all conditions of the
development consent that by its terms are required to be complied with
before a strata certificate may be issued, have been complied with.*(3) ~~The strata plan is part of a development scheme. The council or~~
~~accredited certifier is satisfied that the plan is consistent with any~~
~~applicable conditions of the relevant development consent and~~
~~that the plan gives effect to the stage of the strata development~~
~~consent to which it relates.~~*(4) ~~The building encroaches on a public place and,~~*(a) The Council does not object to the encroachment of the building
beyond the alignment of*(b) The Accredited Certifier is satisfied that the building complies with the
relevant development consent which is in force and allows the
~~encroachment.~~*(5) ~~This approval is given on the condition that lot(s) are~~
~~created as utility lots in accordance with section 39 of the Strata Schemes~~
~~(Freehold Development) Act 1973 or section 68 of the Strata Schemes~~
~~(Leasehold Development) Act 1986.~~Date: 30/9/2015Subdivision No: SC15002Relevant Development Consent No: 1501-DC-01Issued by: Patrick G Mc NamaraSignature: ~~Authorised Person/General Manager/Accredited Certifier~~

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

Signatures, Seals and Section 88b Statements should appear
on STRATA PLAN FORM 3AName of, and address for service of notices on, the Owners
Corporation. (Address required on original strata plan only)

The Owners - Strata Plan No 88625

The adopted by-laws for the scheme are:

* ~~together with, keeping of animals. Option *A/*B/*C~~

* By-laws in _____ sheets filed with plan.

* Strike through if inapplicable

* Insert the type to be adopted (Schedule 2-7 Strata Schemes Management
Regulation 2010)

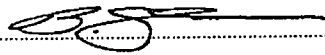
Surveyor's Certificate (Approved Form 3)

I, Bradley Edward Glassonof JBW Surveyors Pty Ltd

ACN 001 149 373

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

(1) Each applicable requirement of

* Schedule 1A of the Strata Schemes (Freehold Development)
Act 1973 has been met* ~~Schedule 1A of the Strata Schemes (Leasehold Development)~~
~~Act 1986 has been met;~~(2) * ~~(a) the building encroaches on a public place;~~* (b) the building encroaches on land (other than a public
place), and an appropriate easement has been created
by DP1211806 to permit the encroachment to remain.(3) * the survey information recorded in the accompanying
location plan is accurate.Signature: Date: 14th SEPTEMBER 2015

* Strike through if inapplicable.

^ Insert the Deposited Plan Number or Dealing Number of the
instrument that created the easement

SURVEYOR'S REFERENCE: 124875-EPP-STG2-B17

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



22.10.2015

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF LOT 193 SP89448.

SP92254

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

- A Schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals-see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: SC 15002

Date of Endorsement: 30/9/2015

SCHEDULE OF UNIT ENTITLEMENT

BUILDING 17

LOT	U.E.
194	44
195	43
196	43
197	42
198	42
199	36
200	44
201	43
202	46
203	43
204	43
205	42
206	42
207	42
208	41
209	42
210	36
211	44
212	42
213	43
214	42
215	42
216	43
217	44
218	42
219	42
220	42
221	42
222	36
223	44
224	42
225	44
226	43
227	42
228	44
229	44
230	45
231	43
232	36
233	44
234	45

AGGREGATE : 1.734

Warning Statement regarding the initial Schedule of Unit Entitlement

The Schedule of unit entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with section 28QAA Strata Schemes (Freehold Development) Act 1973.

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124875-EPP-STG2-B17

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



22.10.2015

Office Use Only

Office Use Only

SP92254

PLAN OF

SUBDIVISION OF LOT 193 SP89448.

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

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- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals-see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: SC15002

Date of Endorsement: 30/9/2015



DANIEL HENDLER
DIRECTOR SECRETARY

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book 4376 Folio: 410 by

FRANK HAGEAL

who certifies that he/she is a
Senior Manager/Manager
and that he/she has not received
notice of revocation of that Power.

Signature of Attorney
to the presence of

Signature of Witness

GEORGE CHEHADE

Print name of Witness

3/184 Bourke Rd

Alexandria NSW 2015

Address of Witness

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124875-EPP-STG2-B17

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



22.10.2015

Office Use Only

Office Use Only

SP92254

PLAN OF

SUBDIVISION OF LOT 193 SP89448.

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

- A Schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals-see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: SC 15002

Date of Endorsement: 30/9/2015

References to door numbers have not been investigated in the Department of Lands and do not form part of the plan for the purpose of the Strata Schemes (Freehold Development) Act 1973

BUILDING 17

LOT	DOOR
194	G76
195	G77
196	G78
197	G79
198	G80
199	G81
200	G82
201	G83
202	G84
203	G85
204	G86
205	176
206	177
207	178
208	179
209	180
210	181
211	182
212	183
213	184
214	185
215	186
216	187
217	276
218	277
219	278
220	279
221	280
222	281
223	282
224	283
225	284
226	285
227	286
228	287
229	376
230	377
231	378
232	379
233	380
234	383

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124875-EPP-STG2-B17

	Occupation Certificate (Interim)
	No: OC13-026-4

Details of the Applicant	
Title	Mr ☒ Ms ☐ Mrs ☐ Dr ☐
Name of Applicant (Full name/company & contact person)	Surname: Karat Given name: Emir Company (if applicable): Karimbla Constructions Services (NSW) Pty Ltd
Postal address	Street number & name: Level 11, 528 Kent Street Suburb: Sydney Postcode: 2000
Contact details	Daytime phone: Mobile: 0448 489 772 Office phone: (02) 9287 2607 Fax: Email: emirk@meriton.com.au

Details of the Building & Consents	
Address	Building Name: Building 17 Street number & name: 61 Mobbs Lane Suburb: Epping Postcode: 2121 Lot: 153 SP: 90803

Building Class/type	Building Classification: 2, 7a Type of Construction (BCA): A
Description of works	Construction of residential building consisting of 41 residential apartment units with associated car park known as Building 17.

Development Consent No.	MP11_0046
Date Consent Determined	30 th May 2013
Name of Consent Authority	Department of Planning

Construction Certificate No.	C13-026, C13-026-1, C13-026-2, C13-026-3, C13-026-4, C13-026-5 & C13-026-6
Date CC issued:	23.07.13, 22.01.14, 27.02.14, 15.05.14, 24.09.14, 31.10.14 and 6.3.15
Accredited Certifier & Accreditation No.	Camile Haddad / Building Professionals Board BPB152

Premises: Buildings 17, 61 Mobbs Lane, Epping

(Interim) Occupation Certificate No.: OC13-026-4

Decision of the Certifying Authority

Type of certificate issued:

- ☒ an interim occupation certificate
☐ a final occupation certificate

This certificate is issued by the undersigned certifying authority and allows the applicant to occupy or use the building or part of the building as set out in the certificate.

Date of this decision	30 September 2015	Date of final inspection	29 September 2015
-----------------------	-------------------	--------------------------	-------------------

Interim Occupation Certificate

I, Camile Haddad certify that:

- ☒ the health and safety of the occupants of the building have been taken into consideration
☒ a current development consent is in force for the building
☒ a current construction certificate has been issued with respect to the plans and specifications for the building
☐ a current complying development certificate has been issued with respect to the plans and specifications for the building
☒ the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia
☒ the final fire safety certificate has been issued for the building
☐ a report from the Commissioner of Fire Brigades has been considered (if required).

Certificate Number and date	Occupation Certificate No.: OC13-026-4	Date of this Certificate:	30 September 2015
-----------------------------	--	---------------------------	-------------------

Signature

For this certificate to be valid, it must be signed by the certifying authority.



Name of Certifier

Camile Haddad

Accreditation body of the certifier & number

Accreditation body of the certifier:

Building Professionals Board

Accreditation No.: 0152

Attachments

Attachment A:	☒ Occupation Certificate Application Details
Attachment B:	☒ Other Supporting Documentation clause 151 (2) (b) & (e) & EP & A Reg 2000
Attachment C:	☒ Schedule of Performed Critical Stage & Other Inspections
Attachment D:	☒ Fire Safety Certificate (clause 155 (2) EP & A Reg 2000)
Attachment E:	☒ Fire Safety Schedule (clause 155 (2) EP & A Reg 2000)

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

Certificate No: 2025/2872
Fee: \$69.02
Issue Date: 23 April 2025
Receipt No: 7935048
Applicant Ref: S YOON/SUH:240657

DESCRIPTION OF LAND

Address: G02/14 Epping Park Drive
EPPING NSW 2121

Lot Details: Lot 152 SP 89147

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

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 AFFECTED by State Environmental Planning Policy (Major Development) 2005 (Amendment No.6) New South Wales Government Gazette No.102 dated 16 August 2006 – Channel 7 Site. See State Environmental Planning Policy (Precincts—Central River City) 2021 – Chapter 2 State significant precincts and Appendix 1 Channel 7 site.

Site Compatibility Certificate (Affordable Rental Housing)

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

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

Contamination

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

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

NO

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

NO

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

NO

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

NO

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

NO

Tree Preservation

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

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

Coastal Protection

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

NO

Council Policy

Council has not adopted a policy to restrict the development of the land by reason of the likelihood of projected sea level rise (coastal protection), tidal inundation, subsidence or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre.

NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019' applies to land within the City of Parramatta. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

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

Mine Subsidence

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

Bushfire Land

The land is not bushfire prone land.

Threatened Species

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

Biodiversity certified land

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

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

Biodiversity stewardship sites

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

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

Property vegetation plans

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

Paper Subdivision information

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

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

Western Sydney Aerotropolis

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

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

Loose-Fill Asbestos Register

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

Affected Building Notices and Building Product Rectification Orders

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

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

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

Exempt Development Codes

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

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

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

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

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

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

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

Complying Development Codes

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

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

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

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

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

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

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

Housing Code; Low Rise Housing Diversity Code; Rural Housing Code

Complying Development pursuant to the Housing Code, Low Rise Housing Diversity Code and Rural 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.

Commercial and Industrial (New Buildings and Additions) Code

Complying Development pursuant to the Commercial and Industrial (New Buildings and Additions) 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; General Commercial and Industrial (Alterations) Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code

Complying Development pursuant to the Housing Alterations Code, General Development Code, General Commercial and Industrial (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.

Department of Planning and Environment Order Issued

Council has received notification of a Fire Safety Order being issued by the Department of Planning and Environment that details, amongst other items, Combustible Cladding being present on the building. Please contact the Department of Planning and Environment on 1300 305 695 for more information.

Grey Area / Grey Hatched Area

The land the subject of this certificate is within an area shown as grey / grey hatched on Figure 1 – Drainage and Flooding Constraints Map of the “Parramatta Drainage” Study Report dated March 1990.

Grey / grey hatched areas are areas which experience drainage problems from the local catchment and development of properties within these areas are subject to additional site drainage controls to manage these problems.

Further information in relation to development of properties within grey / grey hatched areas is available from Council’s Development and Traffic Services Section.

Detail in regard to the extent of grey / grey hatched areas is available from Council’s Catchment Management Section.

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

per



dated 23 April 2025



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

