

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 89335782	NSW DAN:
vendor's agent	Morton Newington 6/8 Avenue of the Americas Newington NSW 2127		Phone: 0416 932 977 Fax: Ref: Dylan Choe
co-agent			
vendor	JIA HOU, HEXIA DAI 4 Harrington Avenue Warrawee NSW 2074		
vendor's solicitor	Titlespace Suite 106, Level 1 109 Pitt Street Sydney NSW 2000		Phone: 02 8066 0527 Fax: Ref: 210407
date for completion	42 days after the contract date (clause 15)		Email: daniella@titlespace.com.au
land	20308/2B FIGTREE DR SYDNEY OLYMPIC PARK NSW 2127		
(Address, plan details and title reference)	LOT 25 IN STRATA PLAN 101702 25/SP101702		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

210407

89335782

vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

PEXA

Electronic transaction (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*
(residential withholding payment)

☐ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

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

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

Bright & Duggan
 Level 1, 37-43 Alexander Street, Crows Nest NSW 2065

oli.andronicus@bright-duggan.com.au
 02 9902 7100

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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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, Industry and Environment Department of Primary Industries Electricity and gas Land & 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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • 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 <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *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.

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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 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 4.3);
 - 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; and
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 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 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 - 3) 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.

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 s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 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. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.
- 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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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>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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

1. Conditions of sale of land by auction

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

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

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

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

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

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

ADDITIONAL CONDITIONS TO CONTRACT FOR THE SALE AND PURCHASE OF LAND

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

33. GENERAL

The parties agree that:

33.1 Clause 7.1.1 is amended to 1%.

33.2 Clause 7.1.3 is amended by substituting '7' for '1 4'.

33.3 Clause 16.12 is deleted.

33.4 Clause 23.6.1 is deleted and replaced with "the Vendor is liable for all payments due prior to the contract date".

33.5 Clause 23.6.2 is deleted and replaced with "the Purchaser is liable for all payments due after the contract date".

33.6 Clause 23.9.3 is amended by deleting 'or before completion'.

33.7 Delete clauses 23.13 and 23.14 and replace with:

'The Purchaser must obtain the certificate under s184 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme. The Vendor will duly authorize the Purchaser to obtain said certificate'.

34. CONDITION OF PROPERTY

34.1 The Purchaser acknowledges that it is satisfied as to the approved and capable use and condition of the property and is purchasing the property in its present condition and state of repair (subject to fair wear and tear).

34.2 The Purchaser acknowledges that it is purchasing the property subject to all defects (if any) latent and patent, including:

- (a) all infestations and dilapidations (if any);
- (b) existing services (if any) and defects therein, their location and the absence of any rights or easements in respect thereof;
- (c) the presence of any sewer or manhole or vent on the property;
- (d) any rainwater downpipes being connected to the sewer, and/or;
- (e) compliance or otherwise with any covenants

disclosed or not disclosed herein, and the Purchaser cannot make a claim, objection or requisition, rescind or terminate or delay completion in respect of any of the above matters.

34.3 The Vendor has not made and does not make any warranty as to the state of repair or condition of the inclusions and the Purchaser shall accept them in their state of repair and condition at the date of this Contract. The Vendor is not responsible for any loss (other than loss due to the act or default of the Vendor), mechanical breakdown or reasonable wear and tear to the furnishing and chattels (if any) occurring after the date of this Contract.

34.4 The Purchaser shall not call upon the Vendor to carry out any work, repair or replacement whatsoever in relation to the property and/or the inclusions the subject of this sale.

35. DEATH, MENTAL ILLNESS, BANKRUPTCY

If at any time prior to completion of this Contract either the Vendor or Purchaser or if more than one of them shall die, become mentally ill or be declared bankrupt, then either party may rescind the Contract and clause 19 of the Contract shall apply.

36. ESTATE AGENT & COMMISSION

The Purchaser warrants to the Vendor that they were not introduced to the Vendor or the property by any real estate agent except the agent (if any) named herein or by any other person who might be entitled to claim commission from the Vendor in respect of this sale, and the Purchaser indemnifies the Vendor (and if more than one, each of them jointly and severally) against any claim from commission which might be made by any agency resulting from an introduction constituting a breach of such warranty and against all costs and expenses incidental to defending any such claim. The Vendor warrants that the Vendor has not entered into any sole or exclusive agency agreement with any real estate agent other than the Vendor's agent named on the front page of this Contract. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

37. ENTIRE AGREEMENT

The Purchaser acknowledges that he does not rely upon any warranty or representation made by the Vendor or the Vendor's Agent except such as are expressly provided for in this Contract.

38. NOTICE TO COMPLETE

38.1 Completion of this matter shall take place on or before 3.30pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion. Should the Vendor serve a Notice to Complete, the Purchaser will be liable for a fee of two hundred and twenty dollars (\$220) inclusive of GST payable by way of an adjustment in the Vendor's favour on completion to cover the cost for issuing such Notice.

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

- (a) The time of dispatch is not before 5pm (Sydney time) on a day which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place; or
- (b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not have been given or made.

39. INTEREST & FAILURE TO COMPLETE

It is an essential term of this agreement that in the event that completion does not take place by the completion date, then the Purchaser shall pay the Vendor on completion in addition to the balance of purchase moneys and any other moneys payable to the Vendor, interest calculated on the total of all moneys payable to the vendor at the rate of eight percent per annum (8%) computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor is not obliged to complete this Contract unless the amount payable under this clause is tendered.

40. SWIMMING POOL

In the event that the property contains a swimming pool and/or spa on the property (either aboveground or in ground), then the Vendor does not warrant that such swimming pool and/or spa (including any swimming pool fencing) on the property complies with the requirement imposed by the Swimming Pool Act 1992 and the Regulations prescribed therein (or any amendment in relation

thereto). The Purchaser acknowledges that the Vendor shall not be obliged to comply with any notice made in accordance with the Swimming Pools Act 1992 (or any amendment in relation thereto) which issued on, before or after the date of this Contract in respect of the said swimming pool and/or spa. If any competent authority issues any notice requiring the erection of or alteration to a fence or other work pursuant to such Act or regulations, the Purchaser must comply therewith at their expense and the Purchaser cannot require the Vendor to contribute to the cost of, or comply with any such notice or orders. It is further agreed that this clause shall not merge on completion. No objection, requisition or claim for compensation shall be made by the Purchaser in respect of any matter arising from this clause.

41. FIRB

41.1 The Purchase warrants to the Vendor that the Purchaser is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board.

41.2 In the event of any breach of the said warranty, the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine, expense or legal costs which may be incurred by the Vendor as a consequence thereof. The warranty and indemnity shall not merge on completion.

42. DEPOSIT BY INSTALMENTS

42.1 Notwithstanding any other provision of this Contract, on the making of this Contract the Vendor may accept payment by the Purchaser of the ten percent (10%) deposit in instalments.

42.2 The Purchaser warrants that the balance or last instalment of the Deposit being the difference between the amount paid on the making of this Contract and 10% of the purchase price will be paid to the Vendor by the Purchaser on or before completion or immediately upon the occurrence of a default by the Purchaser of any obligation hereunder which entitled the Vendor to forfeit the deposit and terminate this Contract for sale of land.

42.3 If the deposit is paid in instalments, with the first instalment being less than 10% then clause 2.9 is amended by deleting 'parties equally' on line 3 and substituting "Vendor".

43. SETTLEMENT

In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional one hundred and ten dollars (\$110 GST inclusive) on settlement to cover the legal costs and other expenses incurred as a consequence of the delay.

44. BUILDING CERTIFICATE

44.1 Subject to the provision of Schedule 3 of the Conveyancing (Sale of Land) Regulations, if the Purchaser applies for a building certificate from the local council after the date of this Contract and the council after the date of this Contract but before completion:-

- (a) a work order under any legislation is made;
- (b) refuses to issue the certificate for any reason; or
- (c) informs the Purchaser of works to be done before it will issue the building certificate: then the Purchaser shall not be entitled to make any objection, requisition or claim for compensation. rescind, delay completion nor require the Vendor to do any work to the property to enable the certificate to issue. If this Contract is completed the Purchaser must comply with such work order and pay the expense of compliance or do the works required at his/her own expense.

45. TITLE SUBJECT TO ENCROACHMENTS ETC

Subject to section 52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Vendor Disclosure and Warranty) Regulation 1986, the Purchaser takes title subject to:

- (a) Any encroachment by or upon the property.
- (b) Any non-compliance with the Local Government Act 1993 (NSW) by improvements erected

on the property.

46. GUARANTEE

In consideration of the Vendor entering into this Contract with the Purchaser, the directors of the Purchaser jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract, and jointly and severally indemnify and will keep the Vendor indemnified at all times from and against any loss, damage, cost, charge or expense whatsoever, in connection with, arising from or in consequence of any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee is a continuing guarantee and will not merge on completion and will not be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter or thing whatsoever, and will be deemed to constitute a principal obligation between each of the directors of the Purchaser and the Vendor until the Purchaser's obligations under the Contract have been fully performed.

47. FINANCE

Where the Purchaser require finance:

47.1 The Purchaser confirm and warrant to the Vendor that the Purchaser have at the date hereof obtained approval for credit to finance the purchase of the property the subject of this Contract on terms which are reasonable to the Purchaser.

47.2 The Purchaser acknowledge that as a consequence of the disclosure made in this clause this Contract cannot be subject to termination pursuant to Section 124(1) of the Consumer Credit (New South Wales) Act 1995.

48. CORRECTION OF ERROR IN ADJUSTMENTS AT COMPLETION

If after completion an adjustment as required under this Contract was adjusted incorrectly or by error, the parties agree to correct such adjustment or error and cause a full payment to be made for rectifying such incorrect adjustment or error within seven (7) days (and time is of essence in this respect) of receipt of written notification from the party entitled to reimbursements. This clause shall not merge on completion.

49. ELECTRONIC SETTLEMENT

49.1 The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law

49.2 Within 7 days of exchange the Vendor will open and populate the electronic workspace, including the date and time of settlement and invite the Purchaser and any discharging mortgagee to join, failing which the Purchaser may do so.

49.3 The Purchaser must join the workspace and create an electronic transfer and invite any incoming mortgagee to join.

49.4 Anything that cannot be delivered electronically must be served on the receiving party seven business days prior to settlement. The receiving party is to hold the same in trust pending settlement occurring.

49.5 If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default.

49.6 Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this Contract relating to service of notices.

50. ORDER ON THE AGENT

The parties agree that the Order on the Agent is to be uploaded in the PEXA workspace by no later than the morning of settlement. The Order on the Agent will be held in escrow pending completion.

51. REQUISITIONS

If the purchaser is or becomes entitled to make any requisition under Clause 5.2 of this Contract, then the Purchaser may only make requisitions in the form annexed to this Contract

52. CAVEAT

Whilst the vendor is not in default of their obligations under this contract, the purchaser shall not lodge a caveat on the title to the property prior to completion. This is an essential term of this contract and any contravention will constitute a breach upon which the provisions of clause 9 shall take effect.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: **Unit**
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

- Capacity**
45. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 25/SP101702

SEARCH DATE	TIME	EDITION NO	DATE
18/10/2021	2:33 PM	2	13/8/2020

LAND

LOT 25 IN STRATA PLAN 101702
AT SYDNEY OLYMPIC PARK
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

JIA HOU
HEXIA DAI
AS JOINT TENANTS (T AQ315344)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP101702
- 2 SP101702 RESTRICTION(S) ON THE USE OF LAND
- 3 AQ315345 MORTGAGE TO SECURE FUNDING PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101702

SEARCH DATE	TIME	EDITION NO	DATE
18/10/2021	2:33 PM	4	24/2/2021

LAND

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

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

FIRST SCHEDULE

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

SECOND SCHEDULE (51 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.134 PUBLIC WORKS ACT, 1900)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1252952
- 3 L827059 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED (DP235225)
- 4 DP1244955 POSITIVE COVENANT
- 5 DP1244955 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1249952 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 AP536220 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 AP536220 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 AP536221 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM, APPURTENANT TO LEASE AP536221. EXPIRES: 24/6/2069
- 10 AP536221 EASEMENT FOR ELECTRICITY PURPOSES (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM, APPURTENANT TO LEASE AP536221.

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PAGE 2

SECOND SCHEDULE (51 NOTIFICATIONS) (CONTINUED)

-
- EXPIRES: 24/6/2069
- 11 DP1252952 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 12 DP1252952 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1252952 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 14 DP1252952 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1252952 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 16 DP1252952 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 DP1252952 EASEMENT FOR ACCESS TO SHARED FACILITIES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 18 DP1252952 EASEMENT FOR ACCESS TO SHARED FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19 DP1252952 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 20 DP1252952 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 21 DP1252952 EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 22 DP1252952 EASEMENT FOR VISITOR BICYCLE PARKING VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 23 DP1252952 EASEMENT FOR EGRESS PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 24 DP1252952 EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 25 DP1252952 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 26 DP1252952 EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 27 DP1252952 EASEMENT FOR CONSTRUCTION AND USE OF STAIRS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 28 DP1252952 EASEMENT FOR MAILBOX VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

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SECOND SCHEDULE (51 NOTIFICATIONS) (CONTINUED)

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

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SECOND SCHEDULE (51 NOTIFICATIONS) (CONTINUED)

PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

48 SP101702 EASEMENT FOR MAINTENANCE PURPOSES VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED

49 DP1262252 EASEMENT FOR ACCESS 0.925 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED

50 AQ815945 CONSOLIDATION OF REGISTERED BY-LAWS

51 AQ815945 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 101702

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

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

STRATA PLAN 101702

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

END OF PAGE 5 - CONTINUED OVER

210407

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FOLIO: CP/SP101702

PAGE 6

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

STRATA PLAN 101702

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
313	-	16					

STRATA PLAN 102156

LOT	ENT	LOT	ENT
314	-	266	315 - 248

NOTATIONS

UNREGISTERED DEALINGS: NIL

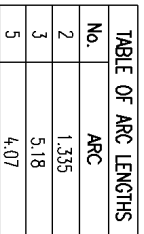
*** END OF SEARCH ***

210407

PRINTED ON 18/10/2021

NO.28 FIGTREE DRIVE, 35 LEVEL GLASS AND
CONCRETE RESIDENTIAL APARTMENT BUILDING
OVER 4 BASEMENT LEVELS

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\14JOBS\140632-OlympicPark-FigtreeDrive\FINAL STRATA\Building 2\140632 BLD2 SP-AR-SHT01 - LOC B04.dwg



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



EASEMENT:

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

SP101702

DRIVE

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\1440BS\140632-OlympicPark-FigtreeDrive\FINAL STRATA\Building 2\140632 BLD2 SP-AR-SHT03-LOC B02.dwg

LOCATION PLAN – BASEMENT LEVEL 2 – DIAGRAM

No.28 FIGTREE DRIVE, 35 LEVEL GLASS AND
CONCRETE RESIDENTIAL APARTMENT BUILDING
OVER 4 BASEMENT LEVELS

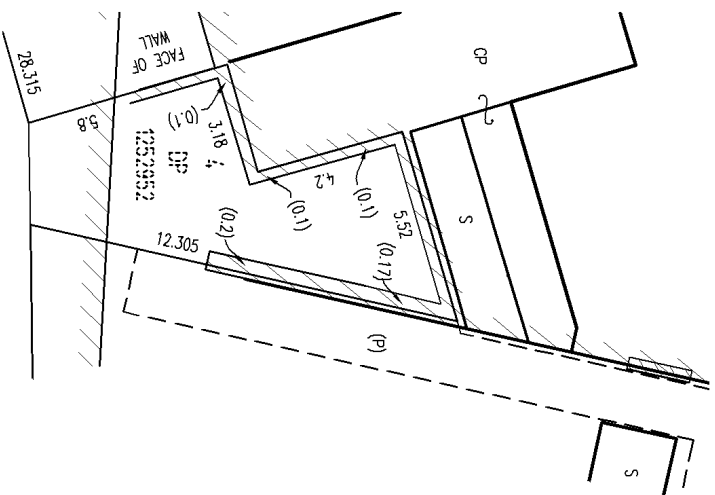


DIAGRAM 3
RATIO:1:150

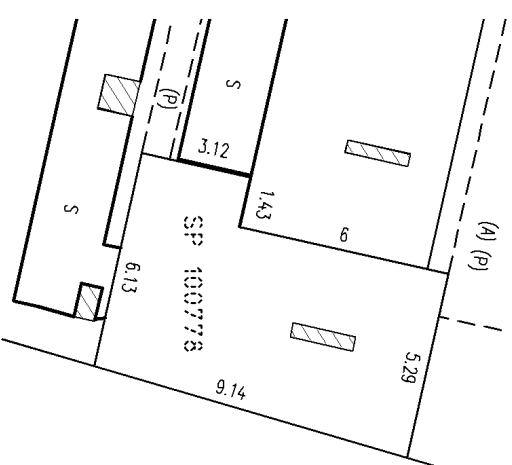


DIAGRAM 4
RATIO:1:150

CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE SPACE

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

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: AS SHOWN
Lengths are in metres.

REGISTERED



9.7.2020

SP101702

LOCATION PLAN - BASEMENT LEVEL 1

FIGTREE

A 70.84

DRIVE

No.28 FIGTREE DRIVE, 35 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 4 BASEMENT LEVELS

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

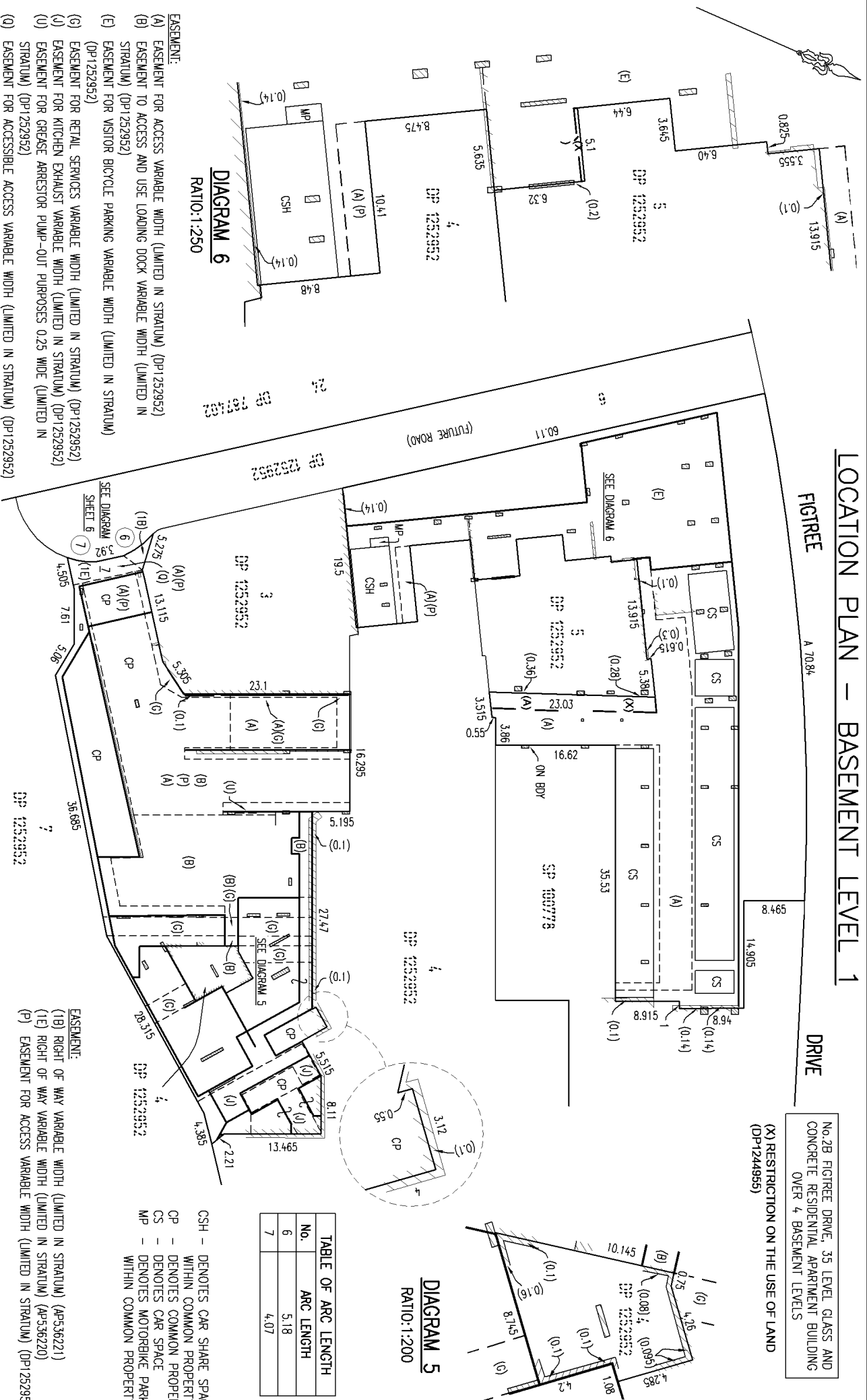


DIAGRAM 6
RATIO:1:250

DIAGRAM 5
RATIO:1:200

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

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

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

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

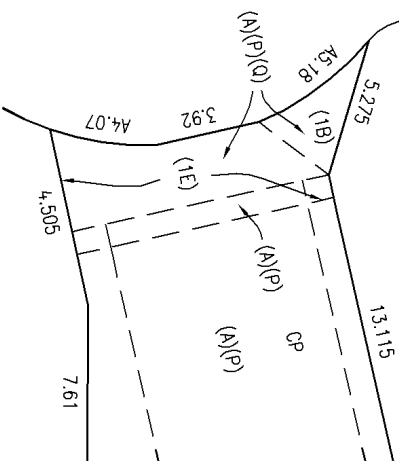
LGA: **CITY OF PARAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:500**
Lengths are in metres.

REGISTERED
9.7.2020

SP101702

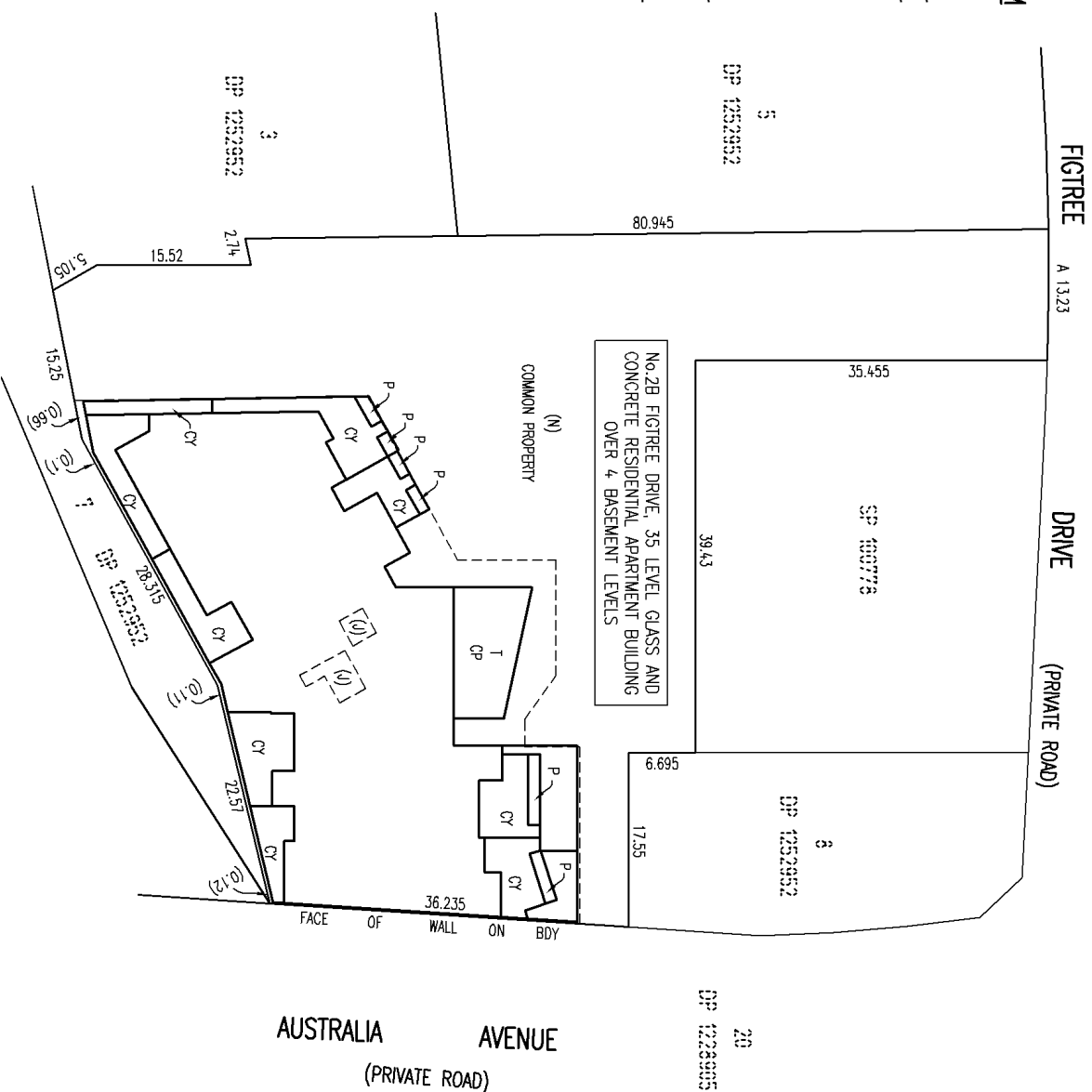
LOCATION PLAN – LEVEL 1

NOTE: THERE IS NO GROUND FLOOR IN THIS DEVELOPMENT

**LOCATION PLAN –
BASEMENT LEVEL 1 DIAGRAM****DIAGRAM 7**
(NOT TO SCALE)**EASEMENTS:**

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

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



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

PLAN OF SUBDIVISION OF LOT 2
 IN DP 1252952

LGA: **CITY OF PARAMATTA**
 Locality: **SYDNEY OLYMPIC PARK**
 Reduction Ratio: **1:500**
 Lengths are in metres.



REGISTERED
9.7.2020

SP101702

(PRIVATE ROAD)



B - DENOTES COVERED BALCONY

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

REGISTERED

SP101702



B - DENOTES COVERED BALCONY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:500
lengths are in metres.

REGISTERED

9.7.2020

SP101702

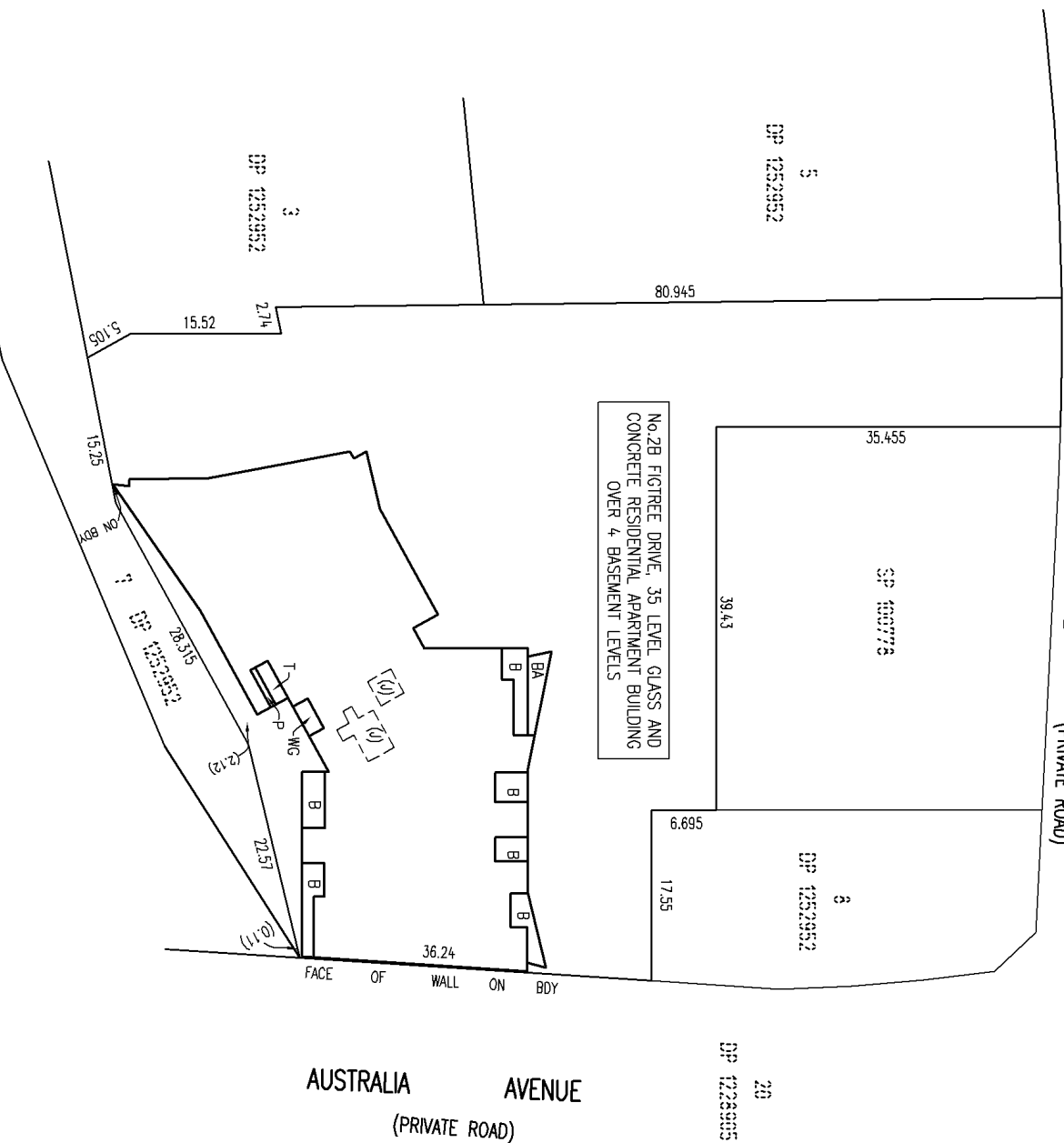
LOCATION PLAN – LEVEL 25 & ABOVE

FIGTREE

A 13.23

DRIVE

(PRIVATE ROAD)



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

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

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

PLAN OF SUBDIVISION OF LOT 2
 IN DP 1252952

LGA: CITY OF PARRAMATTA
 Locality: SYDNEY OLYMPIC PARK
 Reduction Ratio: 1:500
 Lengths are in metres.

REGISTERED



9.7.2020

SP101702

BASEMENT LEVEL 4

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES

TYPICAL KEY - UNLESS OTHERWISE NOTED

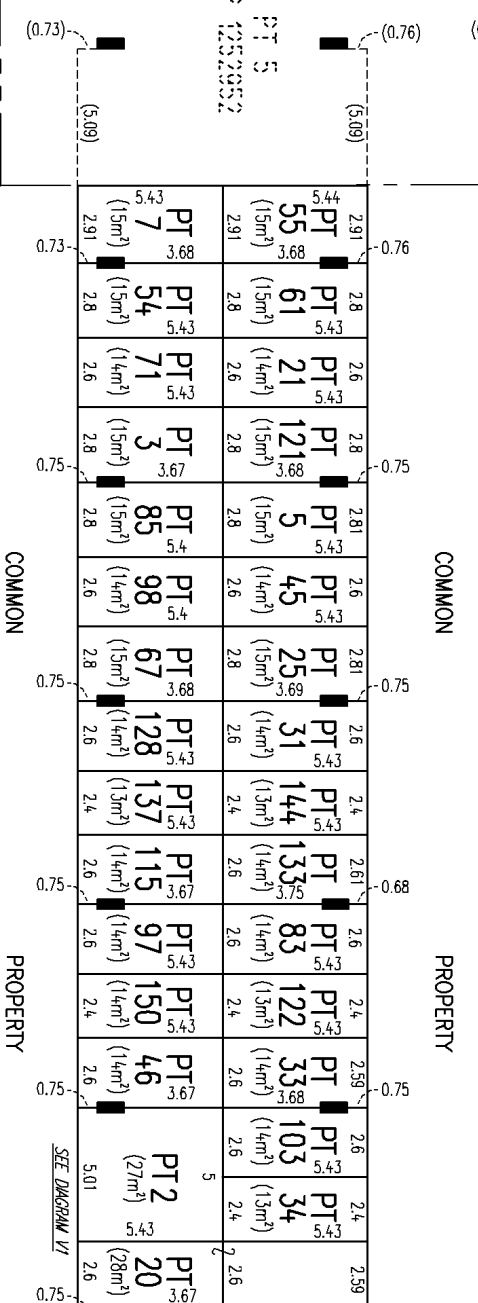
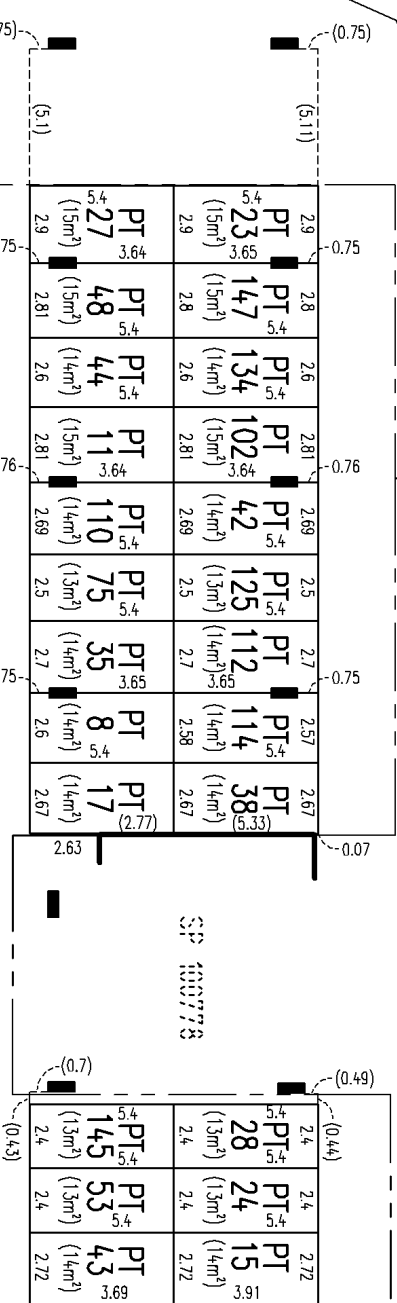
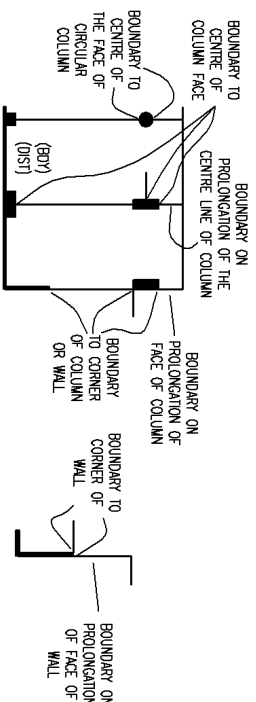


DIAGRAM V1

NOTE 1 - THE STRUTTING OF THE CAR SPACE LOTS 2 & 20, WHERE NOT HAVING A CEILING IS LIMITED IN HEIGHT TO A LEVEL PLANE 2.4 METERS ABOVE THE UPPER SURFACE OF THE CONCRETE SLAB DESIGNATED 'X'. SEE DIAGRAM V1 FOR DETAIL.

SHEET

11

ADJOINS

PT 116	PT 27	PT 90	PT 10	PT 95	PT 104	PT 41	PT 106	PT 87	PT 77	PT 6	PT 40	PT 119	PT 80	PT 30	PT 50	PT 60	PT 16	PT 26	PT 88	PT 96	PT 117
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AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

— DENOTES RIGHT ANGLE
 --- DENOTES PARCEL BOUNDARY
 CP - DENOTES COMMON PROPERTY
 S - DENOTES STORAGE
 V - DENOTES VOID

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

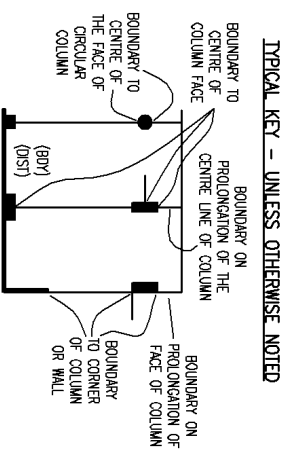
PLAN OF SUBDIVISION OF LOT 2
 IN DP 1252952

LGA: CITY OF PARRAMATTA
 Locality: SYDNEY OLYMPIC PARK
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 9.7.2020

SP101702

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES



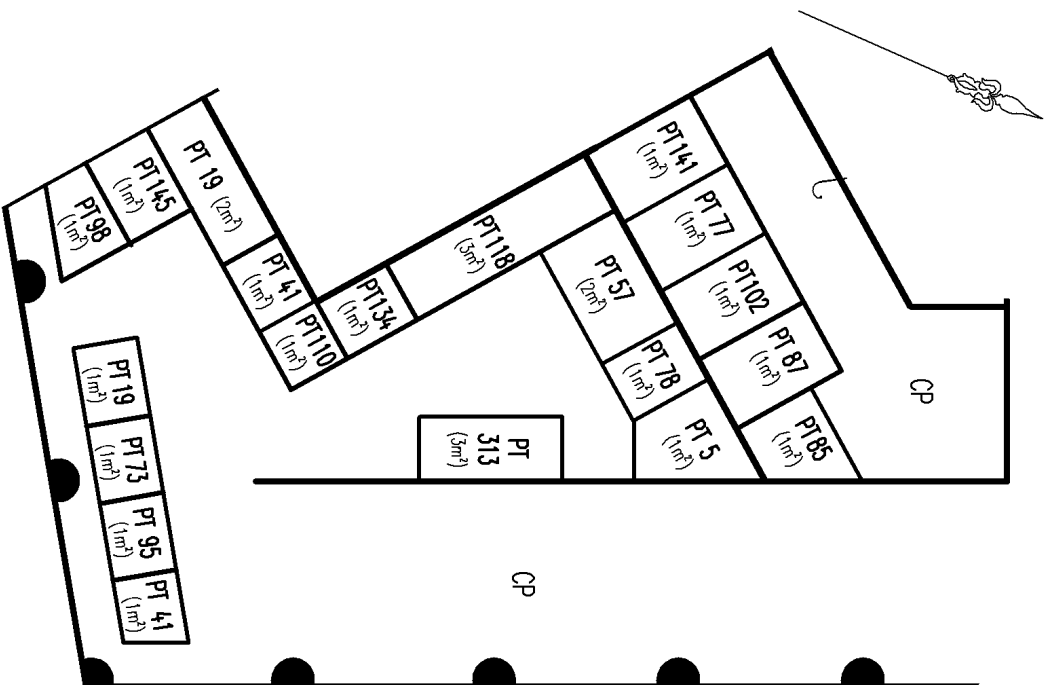
SP101702

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES

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BASEMENT LEVEL 4 – DIAGRAM

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

**DIAGRAM C**

1:75

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

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

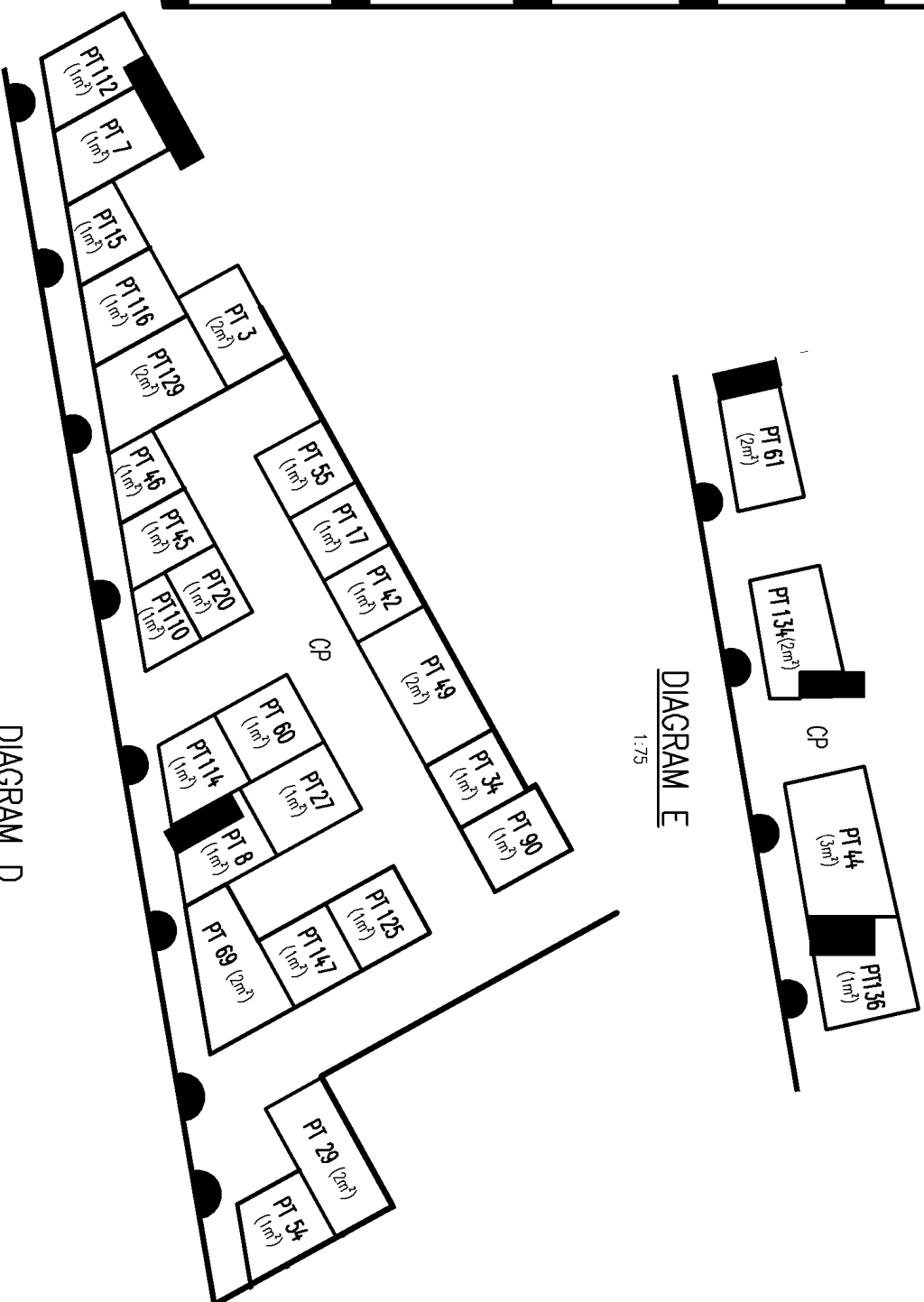
SURVEYOR
Name: **ADAM RICHARDSON**
Date: **16/06/2020**
Reference: **140632 BLD2 SP-AR**

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:75**
Lengths are in metres.

REGISTERED

9.7.2020

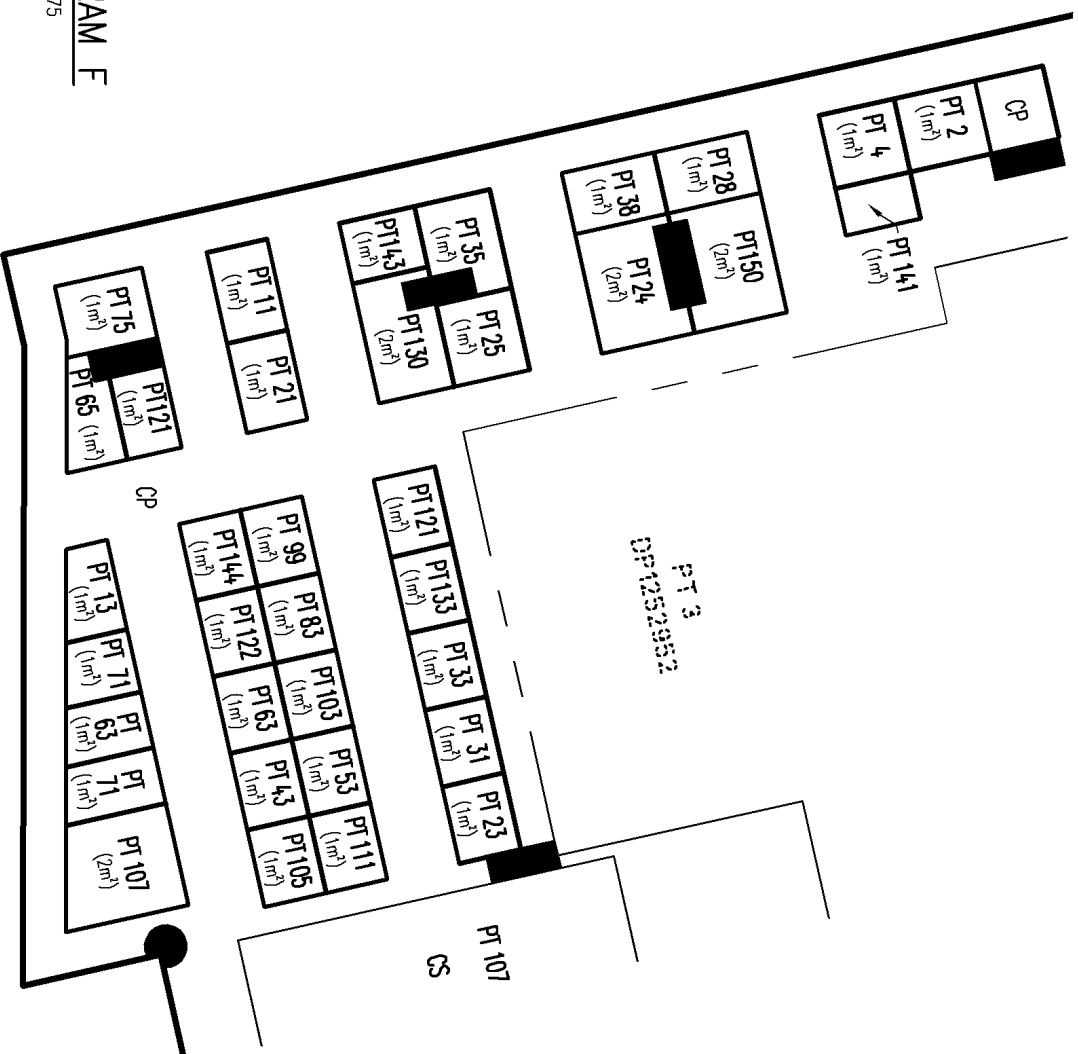
SP101702**DIAGRAM D**

1:75

CP – DENOTES COMMON PROPERTY

BASEMENT LEVEL 4 – DIAGRAM

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

**DIAGRAM F**

1:75

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

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CS - DENOTES CAR SPACE
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:75**
Lengths are in metres.

REGISTERED



9.7.2020

SP101702

BASEMENT LEVEL 3

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES

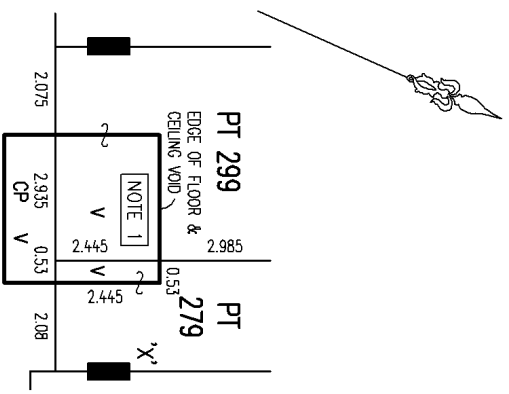
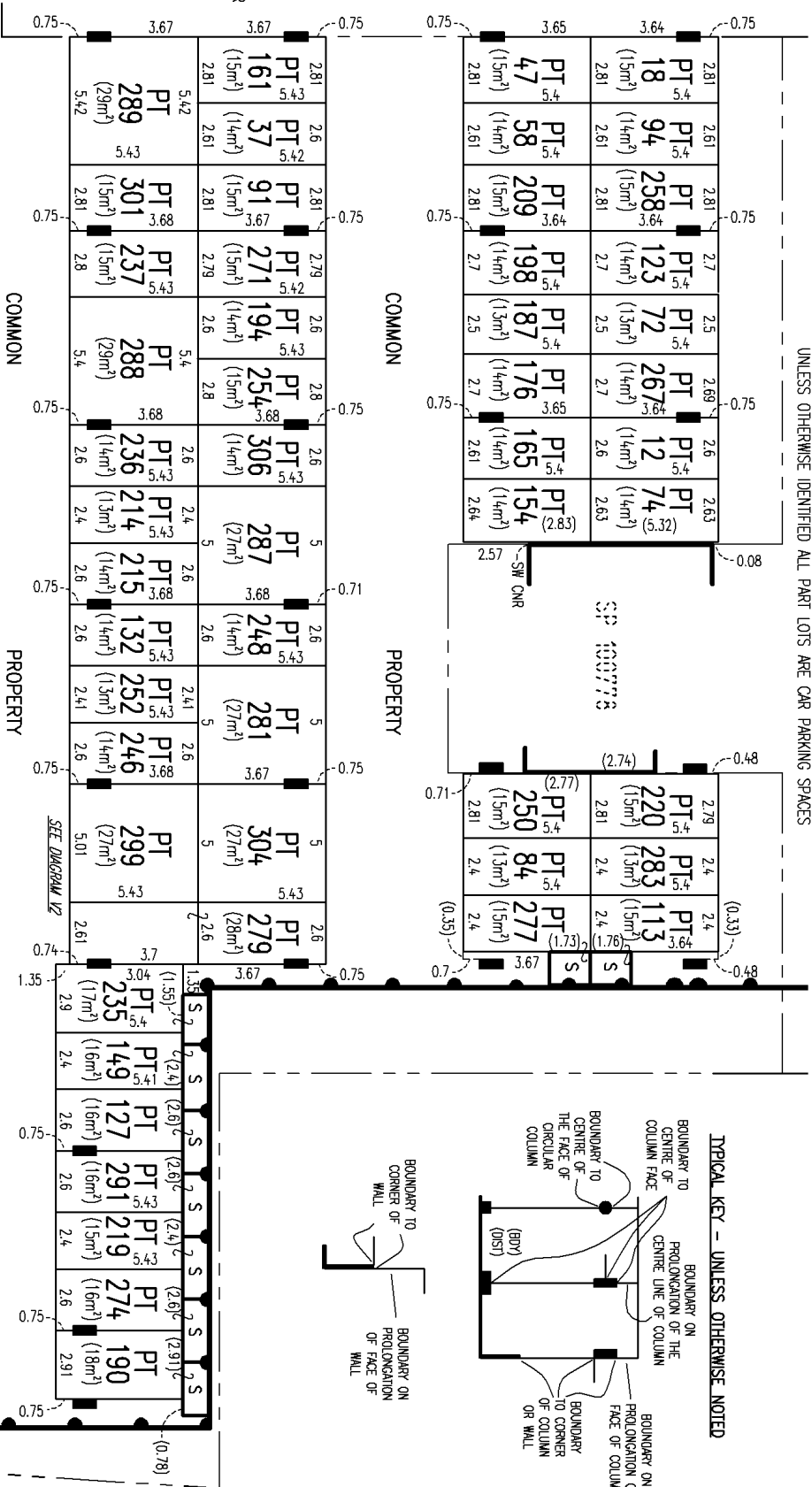


DIAGRAM V2

1:125



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

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

16

ADJOINS

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

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED

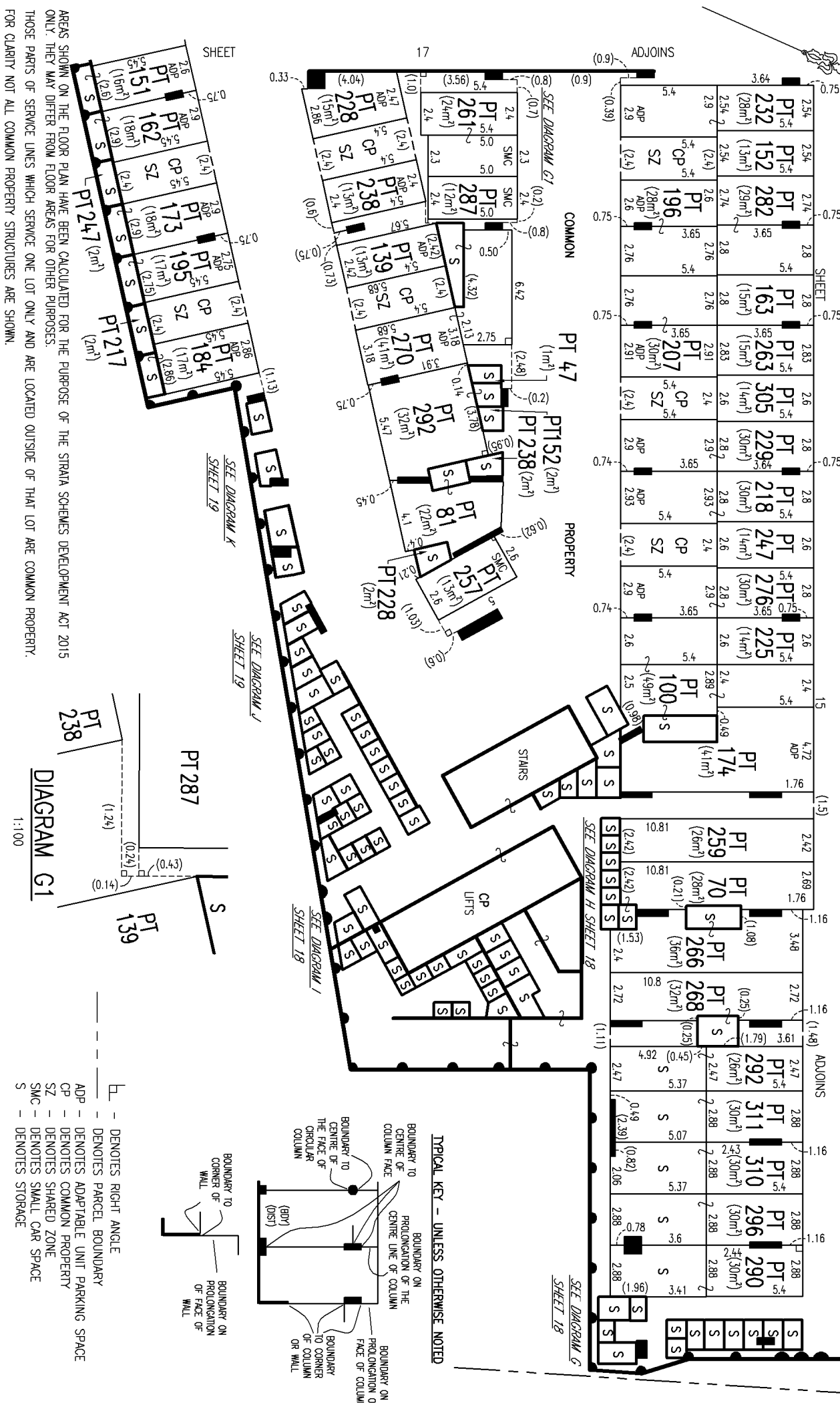


9.7.2020

SP101702

BASEMENT LEVEL 3

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952
Name: ADAM RICHARDSON	
Date: 16/06/2020	
Reference: 140632 BLD2 SP-AR	

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
lengths are in metres.

REGISTERED

SP101702

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

TYPICAL KEY - UNLESS OTHERWISE NOTED

CORNER OF WALL

BOUNDARY OF PROLONGATION OF FACE OF

WALL

\perp - DENOTES RIGHT ANGLE
- DENOTES PARCEl BOUND

ADP - DENOTES ADAPTABLE UNIT PARKING SPACE
CB - DENOTES COMMON PROPERTY

SZ - DENOTES SHARED ZONE
SMC - DENOTES SMALL CAR SPACE

S - DENOTES STORAGE

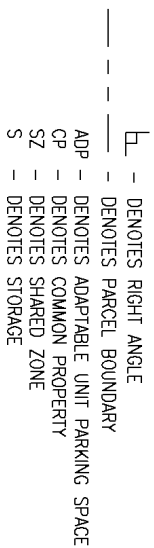
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2020

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TYPICAL KEY - UNLESS OTHERWISE NOTED



FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

REGISTERED

SP101702

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES

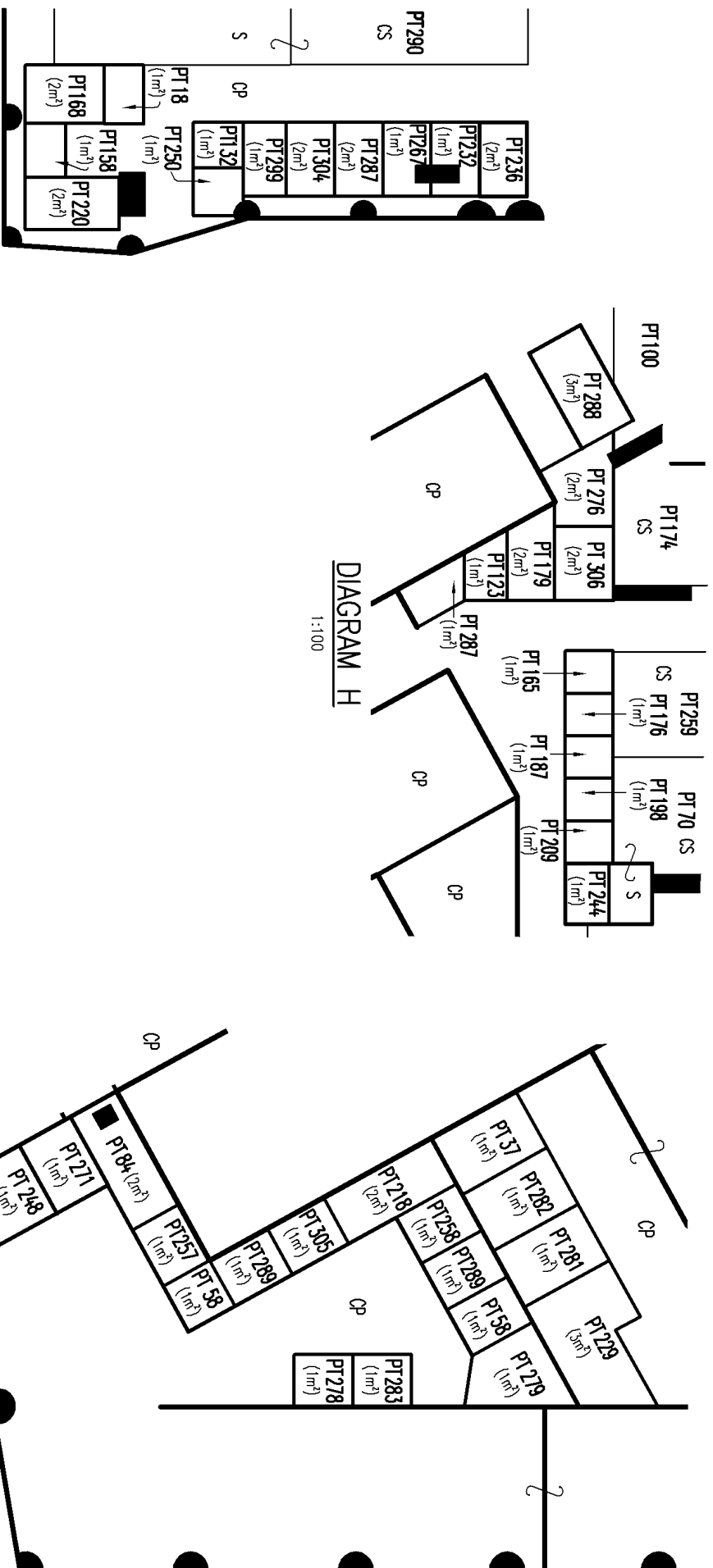


16

ADJOINS

BASEMENT LEVEL 3 – DIAGRAM

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

**DIAGRAM G**

1:100

DIAGRAM H

1:100

DIAGRAM I

1:75

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

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

PLAN OF SUBDIVISION OF LOT 2
 IN DP 1252952

LGA: **CITY OF PARRAMATTA**
 Locality: **SYDNEY OLYMPIC PARK**
 Reduction Ratio: **AS SHOWN**
 Lengths are in metres.

REGISTERED

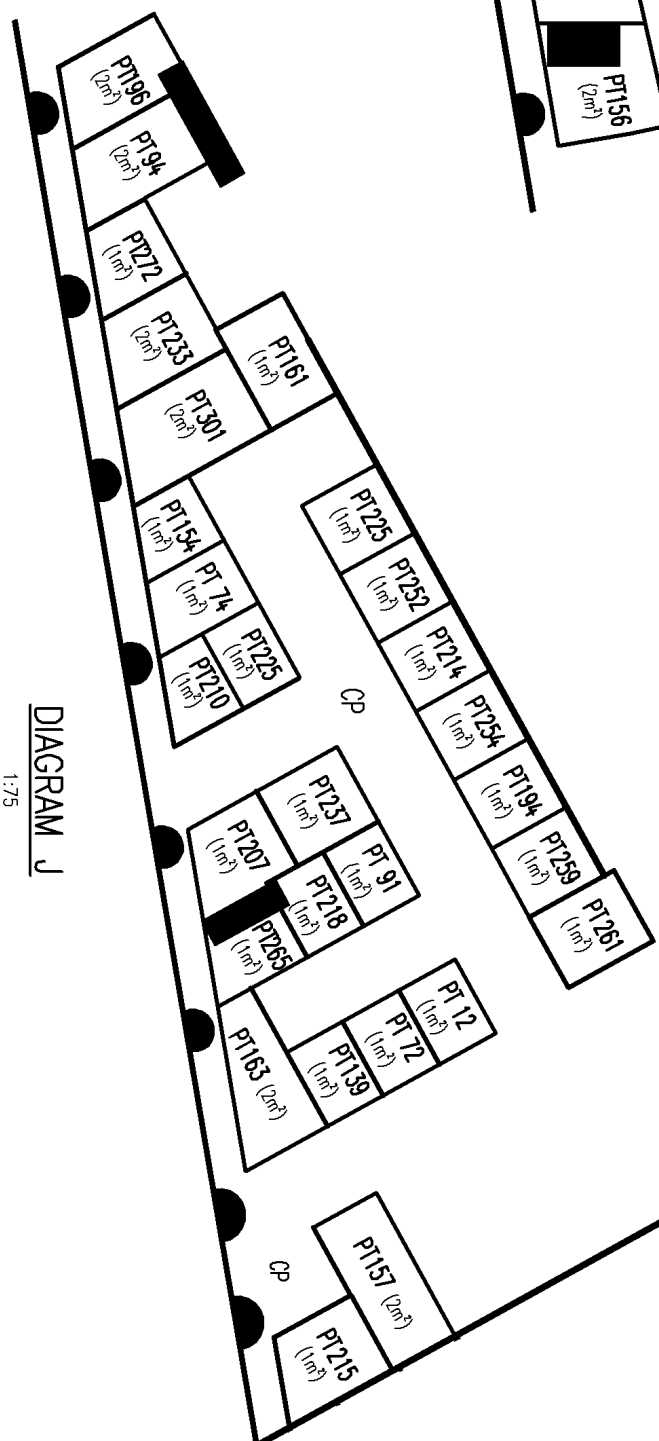
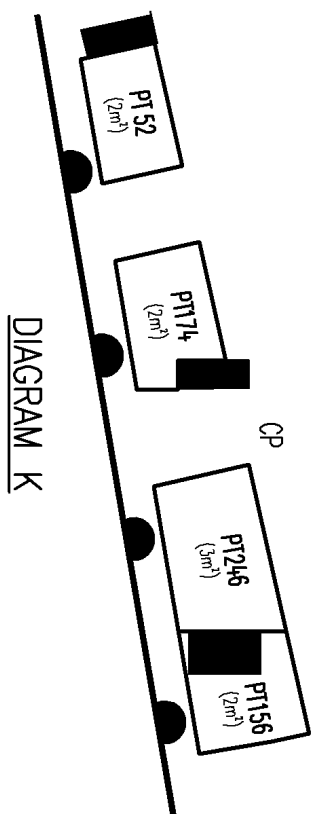
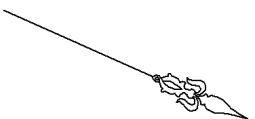


9.7.2020

SP101702

BASEMENT LEVEL 3 – DIAGRAM

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP – DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:75**
Lengths are in metres.



REGISTERED
9.7.2020

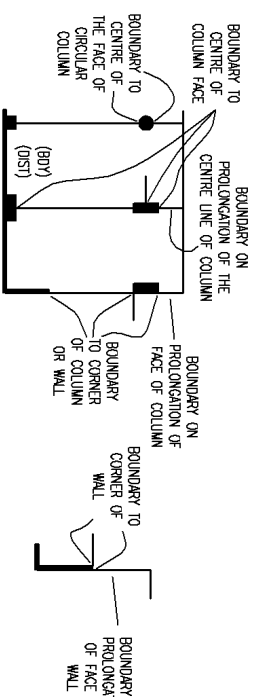
SP101702

BASEMENT LEVEL 2

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES



TYPICAL KEY - UNLESS OTHERWISE NOTED



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

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SMC - DENOTES SMALL CAR SPACE

CP - DENOTES COMMON PROPERTY

S - DENOTES STORAGE

V - DENOTES VOID

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
9.7.2020

SP101702

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES



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

SP101702

Lengths are in metres.

BASEMENT LEVEL 2

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

PT 138	PT 253	PT 211
CS	CS	S
PT 295 (1m ²)	PT 32 (1m ²)	PT 82 (1m ²)
PT 22 (1m ²)	PT 92 (1m ²)	PT 211 (1m ²)

COMMON

PT 148 (1m ²)	PT 170 (1m ²)	PT 181 (1m ²)	PT 280 (2m ²)	PT 221 (1m ²)
CS	CS	S	S	S
PT 293	PT 172	PT 180	PT 203	PT 183
CS	CS	CS	CS	CS
PT 307 (2m ²)	PT 302 (2m ²)	PT 297 (2m ²)	PT 275 (2m ²)	PT 308 (2m ²)
PT 175 (1m ²)	PT 309 (2m ²)	PT 76 (1m ²)	PT 185 (2m ²)	PT 249 (2m ²)

PROPERTY

CP

DIAGRAM M

1:75

PT 285 (1m ²)	PT 9 (3m ²)	PT 155 (2m ²)	PT 208 (2m ²)	PT 202 (2m ²)	PT 166 (1m ²)	PT 241 (1m ²)	PT 188 (1m ²)
PT 222 (1m ²)	PT 298 (1m ²)	PT 253 (2m ²)	PT 251 (1m ²)	PT 181 (1m ²)	PT 262 (1m ²)	PT 1 (3m ²)	PT 224 (2m ²)

PT 251 (1m ²)	PT 181 (1m ²)	PT 262 (1m ²)	PT 1 (3m ²)	PT 224 (2m ²)
------------------------------	------------------------------	------------------------------	----------------------------	------------------------------

PT 51
(1m²)

PT 230 (1m ²)	PT 86 (1m ²)	PT 294 (2m ²)
PT 240 (1m ²)	PT 256 (2m ²)	PT 273 (1m ²)

DIAGRAM L

1:75

DIAGRAM N

1:75

PT 189 (1m ²)	PT 178 (1m ²)	PT 161 (1m ²)	PT 223 (1m ²)	PT 234 (1m ²)
------------------------------	------------------------------	------------------------------	------------------------------	------------------------------

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

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

SURVEYOR

Name: ADAM RICHARDSON

Date: 16/06/2020

Reference: 140632 BLD2 SP-AR

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA

Locality: SYDNEY OLYMPIC PARK

Reduction Ratio: 1:75

Lengths are in metres.

REGISTERED

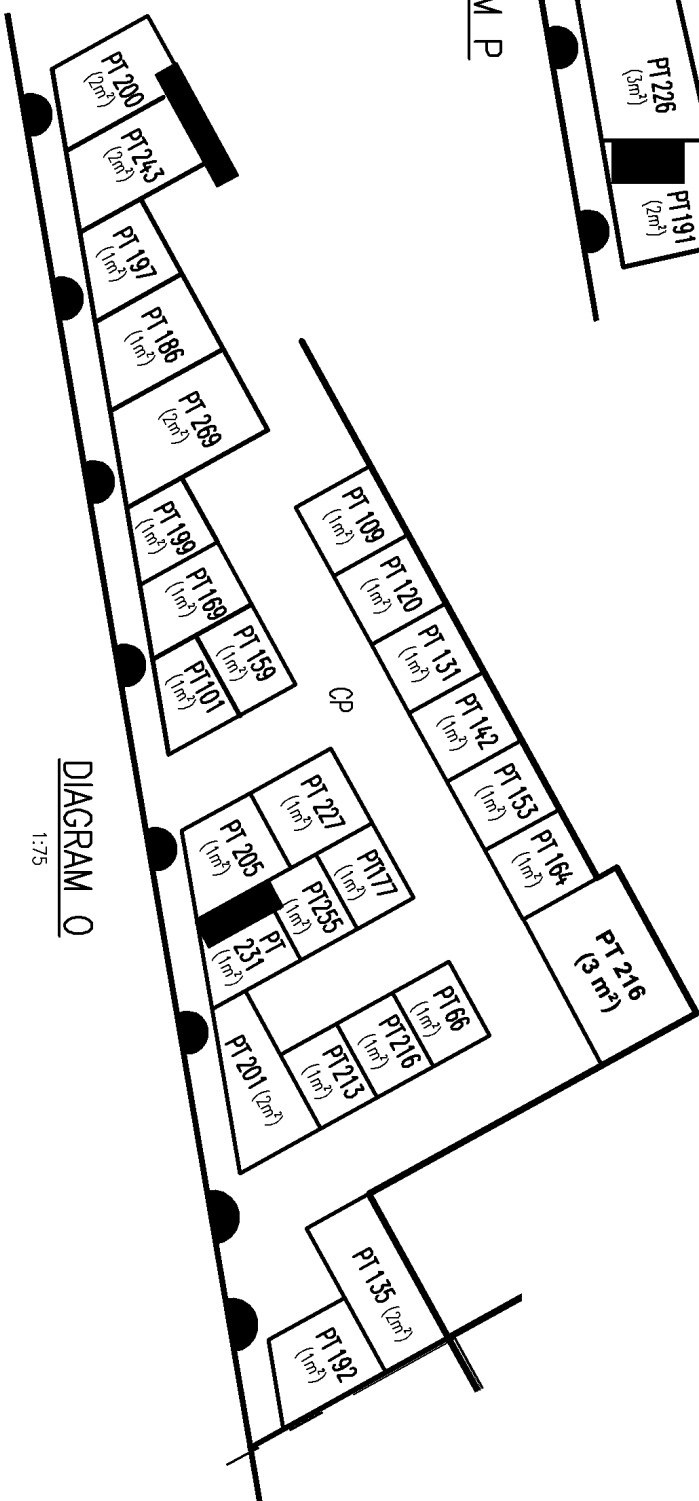
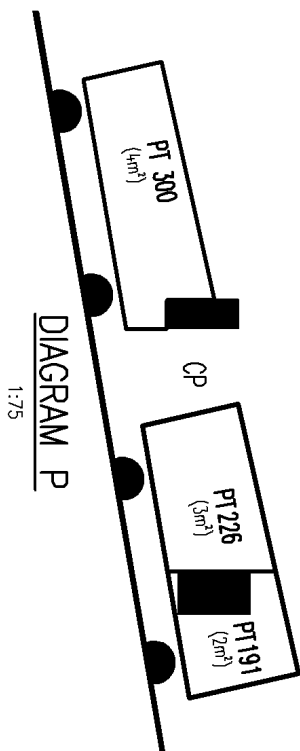
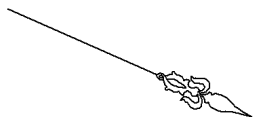


9.7.2020

SP101702

BASEMENT LEVEL 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

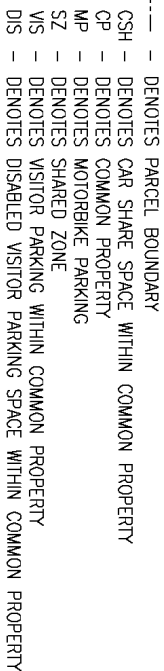
LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:75**
Lengths are in metres.

REGISTERED



9.7.2020

SP101702



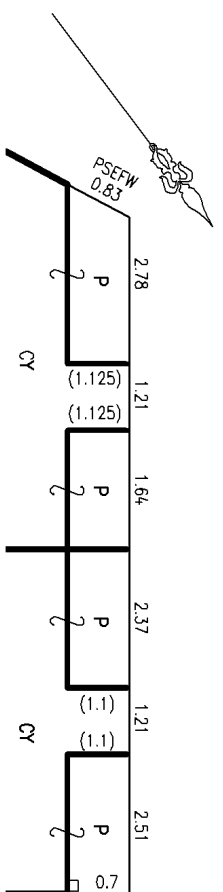
Reference: 140632 BLD2 SP-AR

Lengths are in metres.



9.7.2020

SP101702



LEVEL 1 BUILDING 2

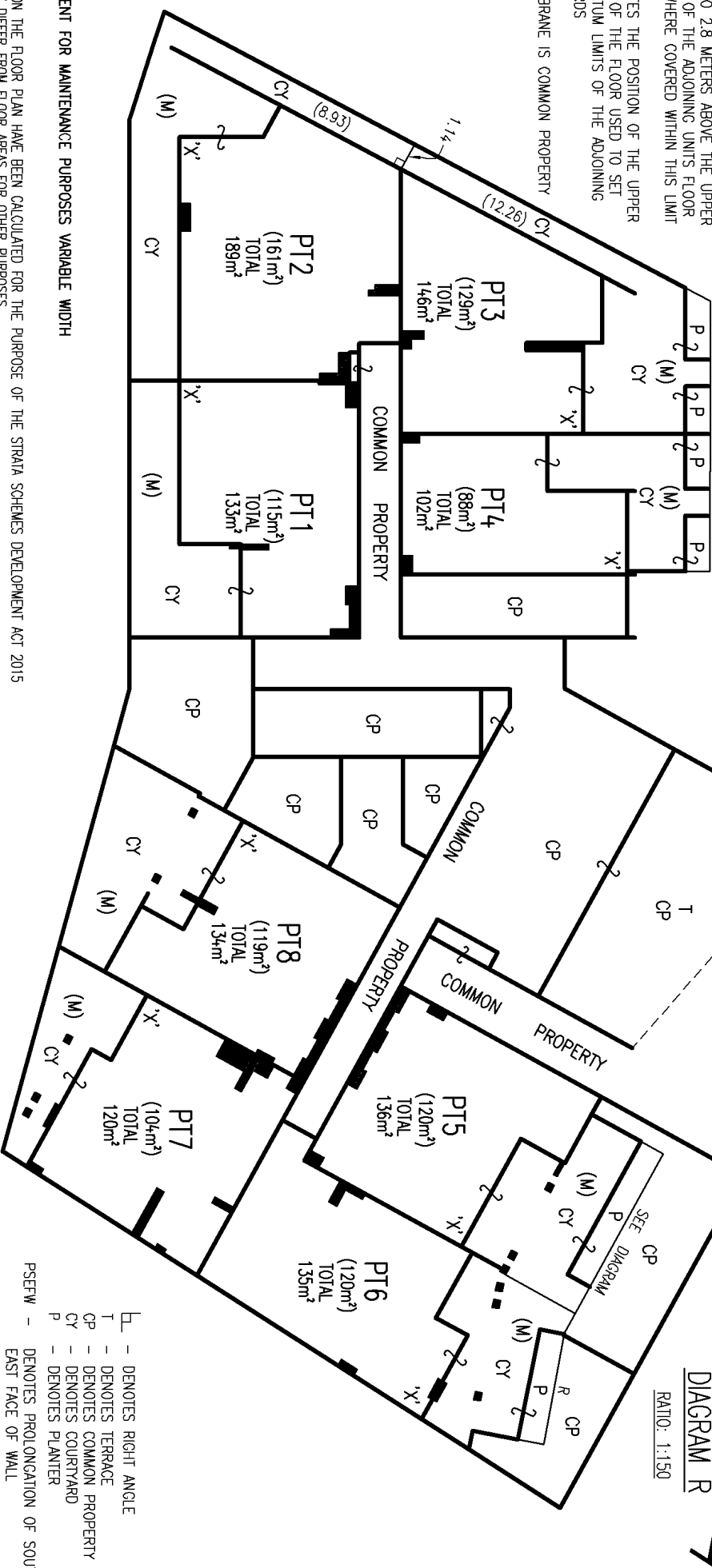
- THE STRUTUM OF THE COURTYARD & PLANTERS IS LIMITED IN DEPTH, TO THE UPPER SURFACE OF THE MEMBRANE COATED CONCRETE FLOOR AND LIMITED IN HEIGHT, TO 2.8 METERS ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
- 'X' DENOTES THE POSITION OF THE UPPER SURFACE OF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

RATIO: 1:100

SEE DIAGRAM Q

RATIO: 1:150

DIAGRAM R



EASEMENTS

(M) - EASEMENT FOR MAINTENANCE PURPOSES VARIABLE WIDTH

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

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR

Name: ADAM RICHARDSON

Date: 16/06/2020

Reference: 140632 BLD2 SP-AR

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA

Locality: SYDNEY OLYMPIC PARK

Reduction Ratio: 1:200

Lengths are in metres.

REGISTERED



9.7.2020

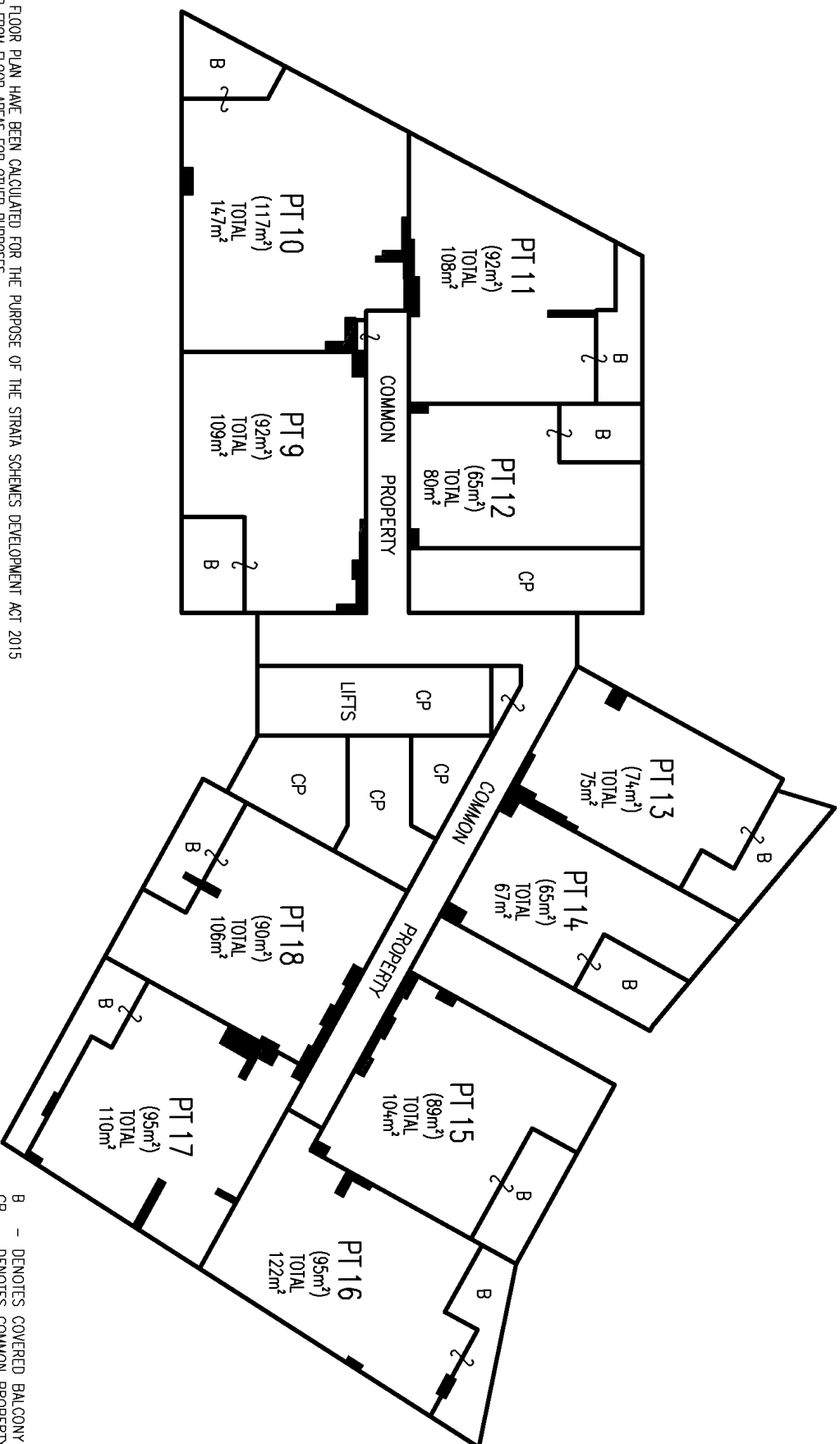
SP101702

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

LEVEL 2

BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

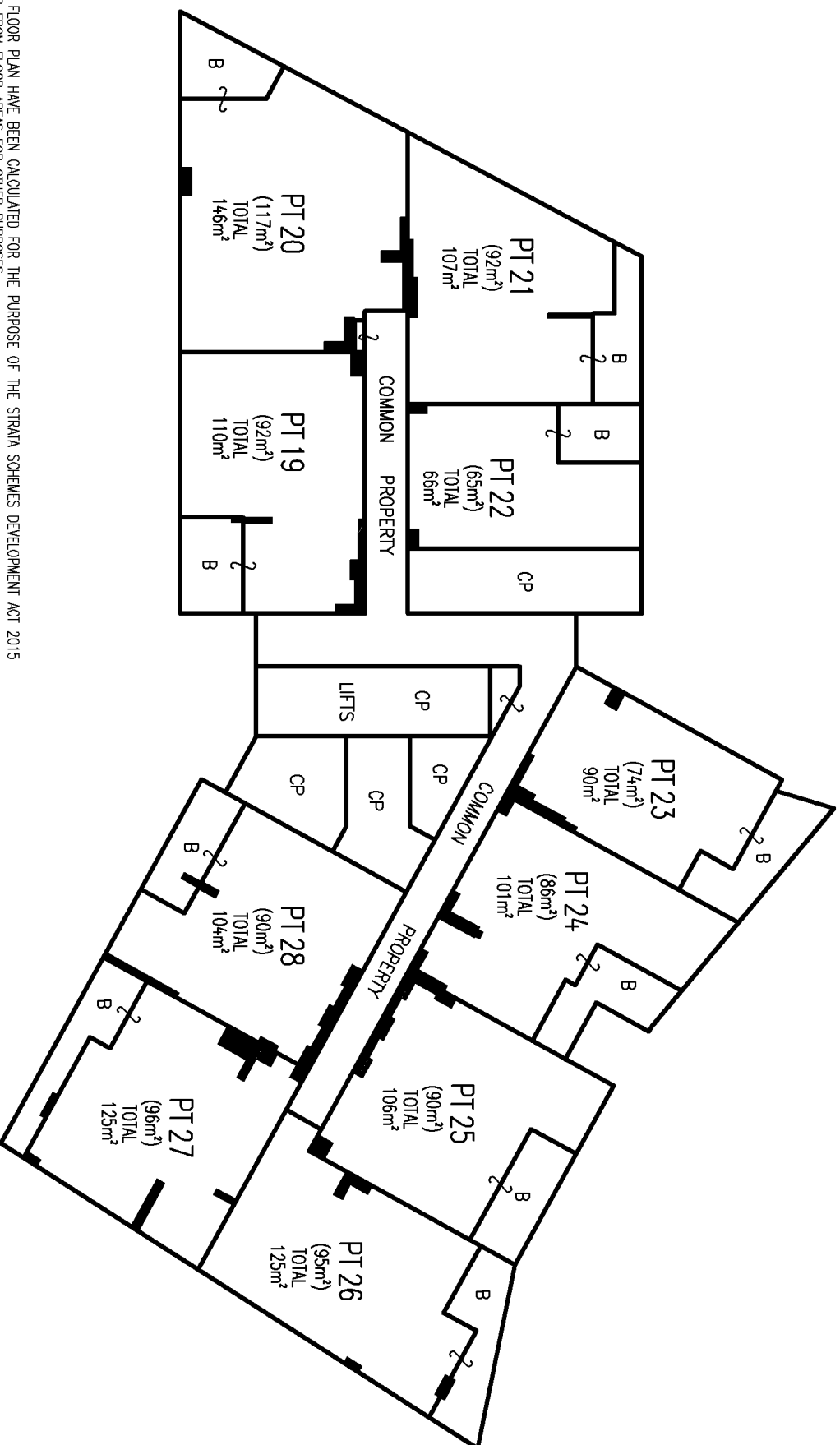
REGISTERED
 **9.7.2020**

SP101702

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

LEVEL 3

BUILDING 2



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

REGISTERED

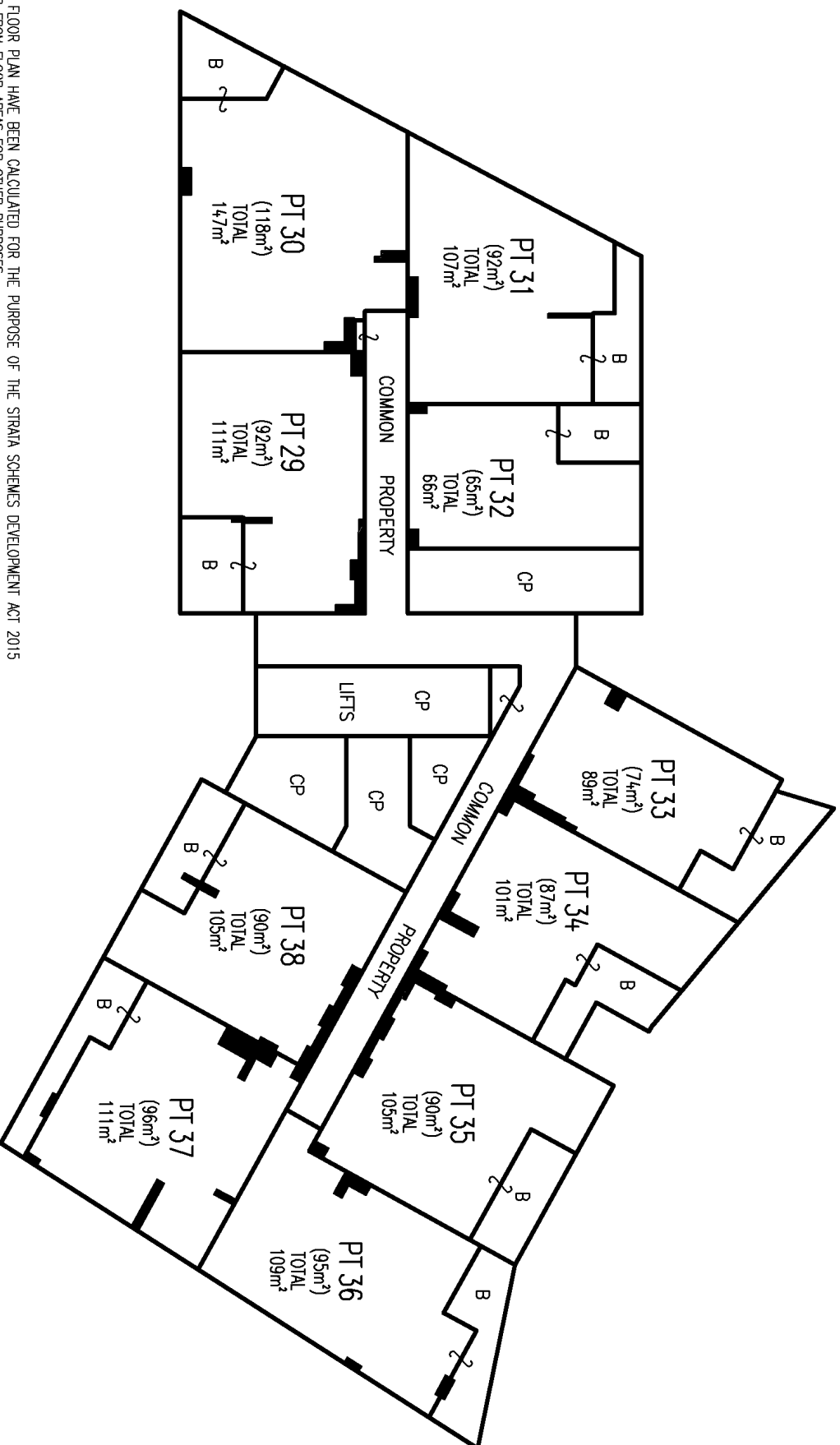


9.7.2020

SP101702

LEVEL 4 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

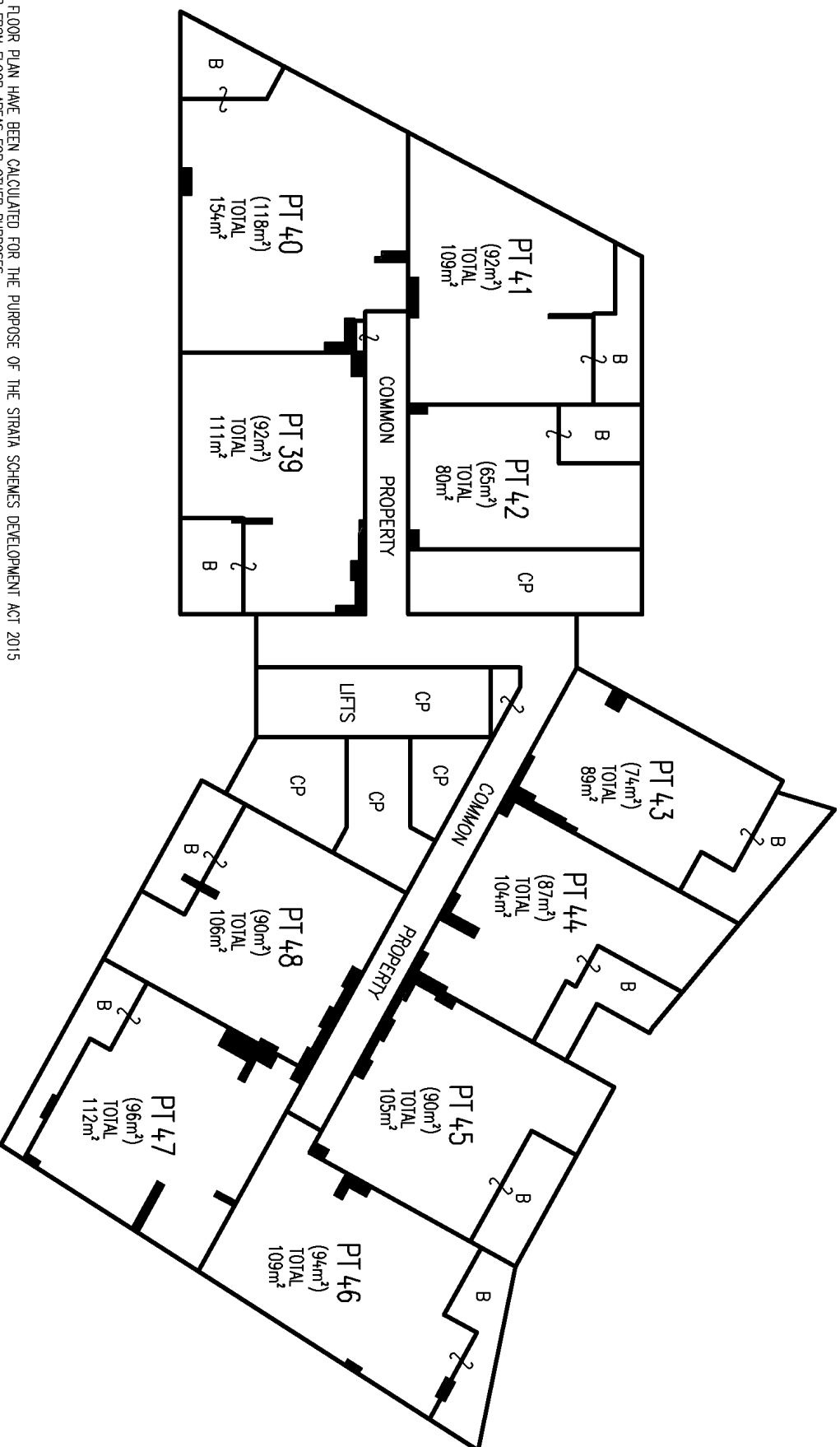
LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
9.7.2020

SP101702

LEVEL 5 **BUILDING 2**

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

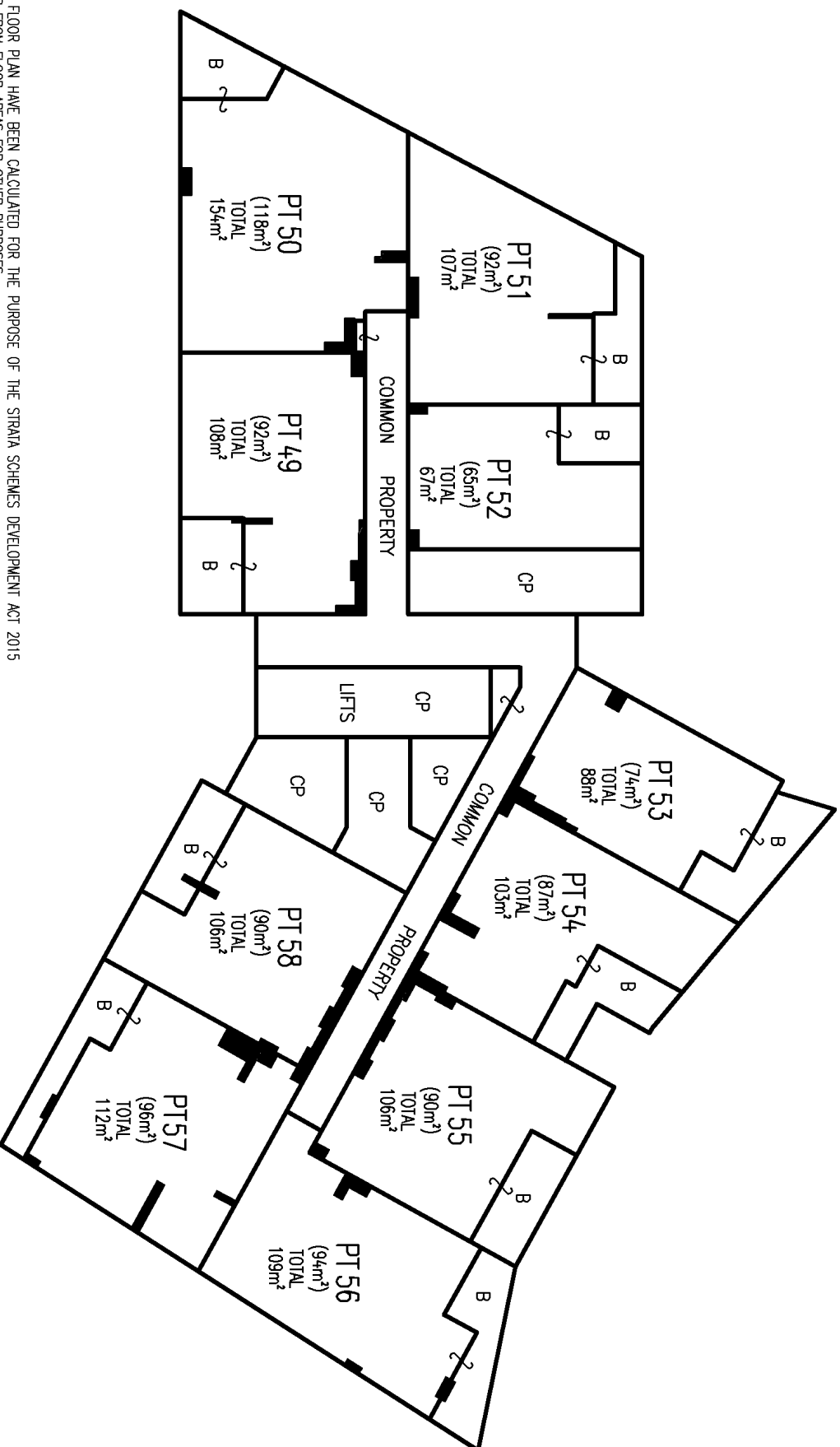
REGISTERED
9.7.2020

SP101702

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

LEVEL 6

BUILDING 2



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

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B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

SURVEYOR

Name: ADAM RICHARDSON

Date: 16/06/2020

Reference: 140632 BLD2 SP-AR

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA

Locality: SYDNEY OLYMPIC PARK

Reduction Ratio: 1:200

Lengths are in metres.

REGISTERED



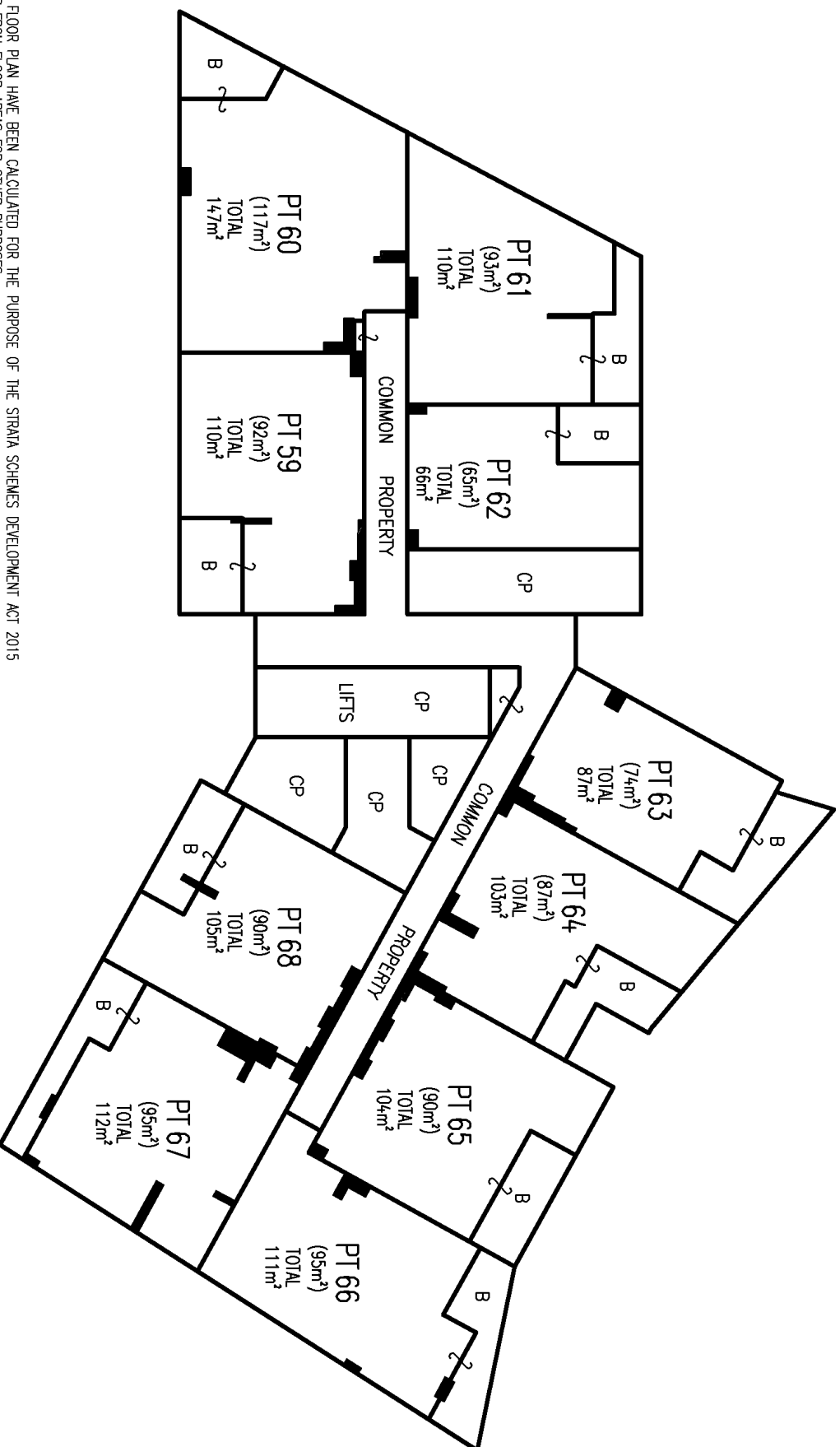
9.7.2020

SP101702

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

LEVEL 7

BUILDING 2



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

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

SURVEYOR

Name: ADAM RICHARDSON

Date: 16/06/2020

Reference: 140632 BLD2 SP-AR

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA

Locality: SYDNEY OLYMPIC PARK

Reduction Ratio: 1:200

Lengths are in metres.

REGISTERED



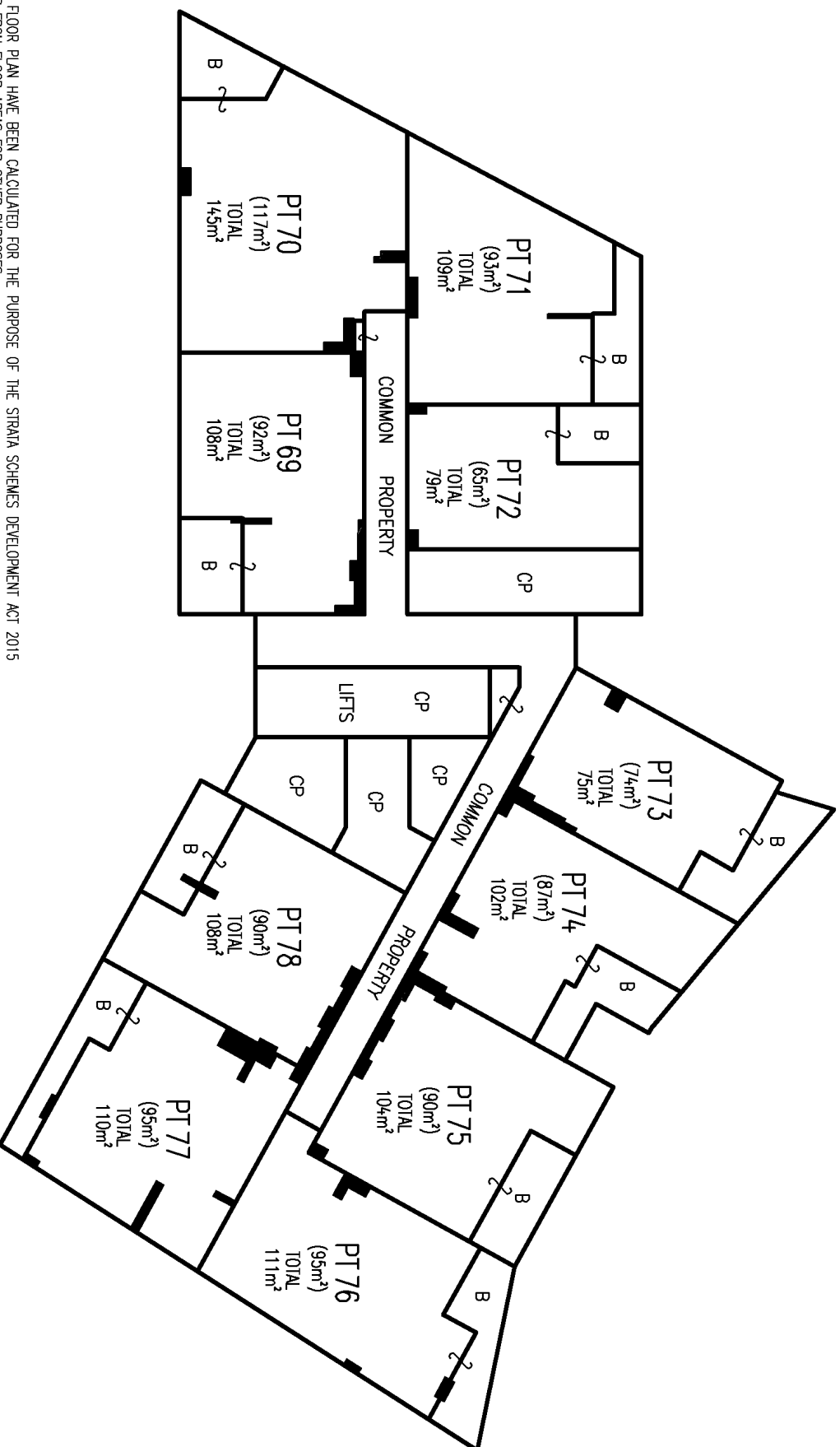
9.7.2020

SP101702

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

LEVEL 8

BUILDING 2



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

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B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

SURVEYOR

Name: ADAM RICHARDSON

Date: 16/06/2020

Reference: 140632 BLD2 SP-AR

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA

Locality: SYDNEY OLYMPIC PARK

Reduction Ratio: 1:200

Lengths are in metres.

REGISTERED



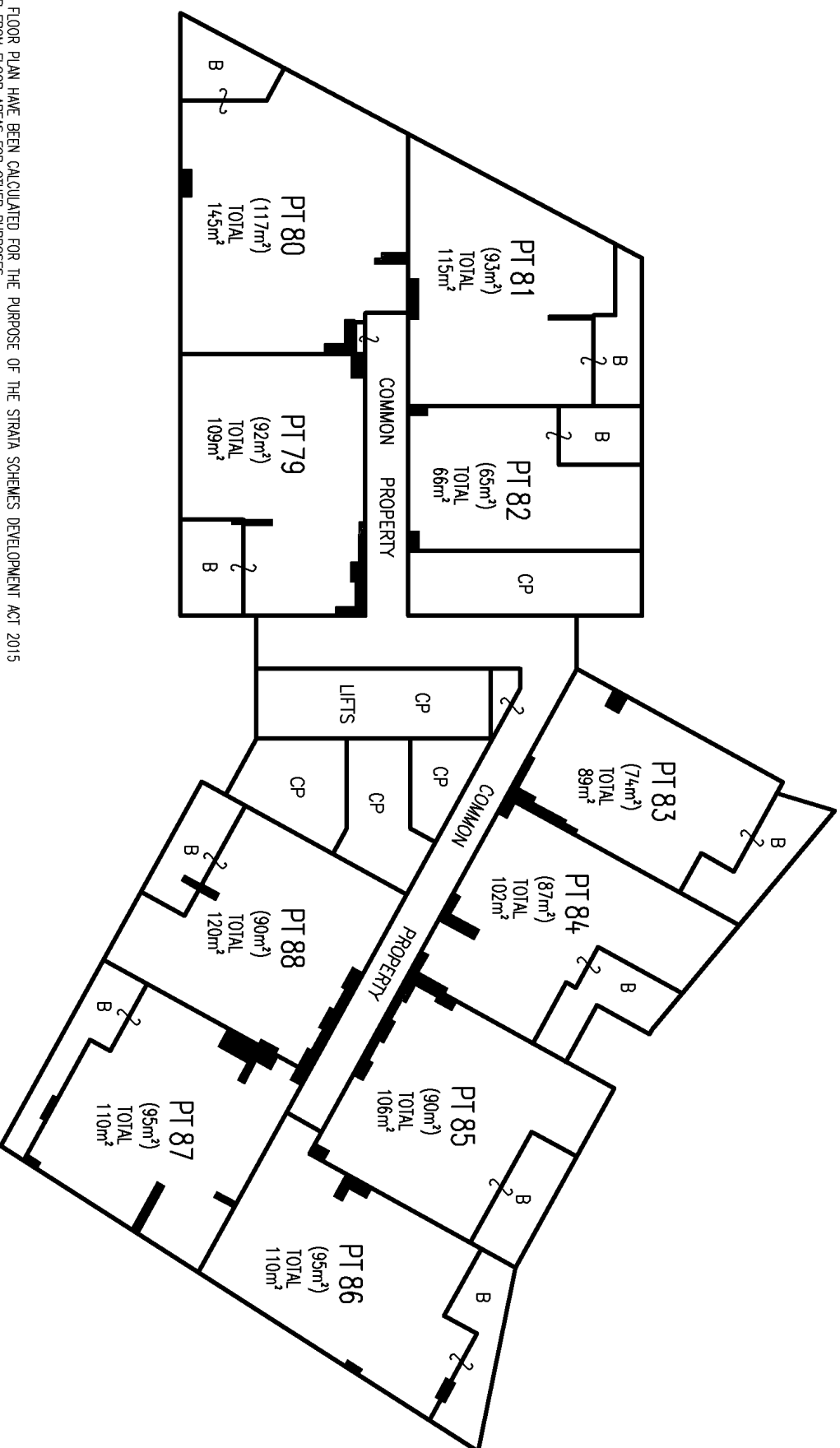
9.7.2020

SP101702

LEVEL 9

BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

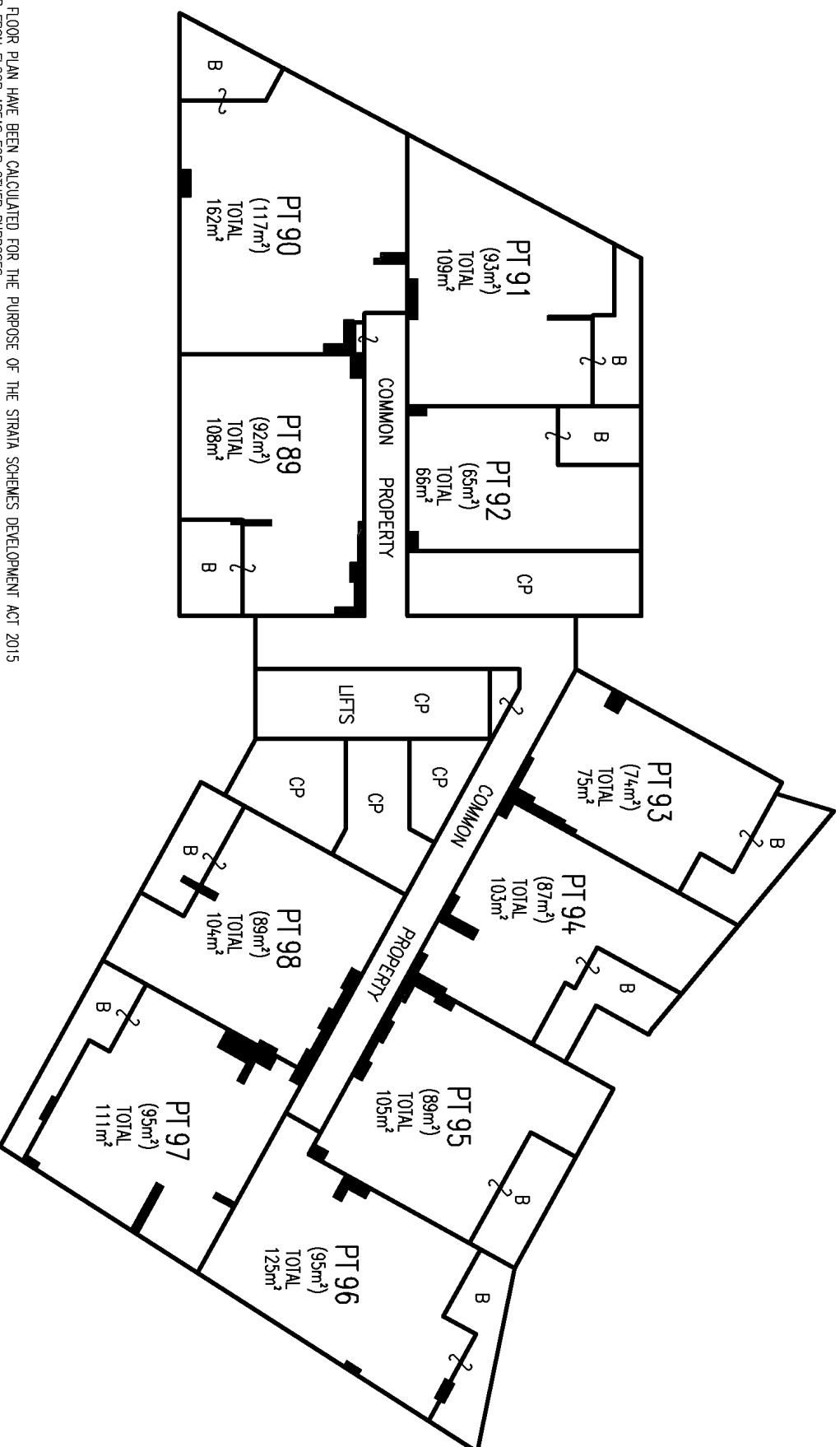
LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
9.7.2020

SP101702

LEVEL 10 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

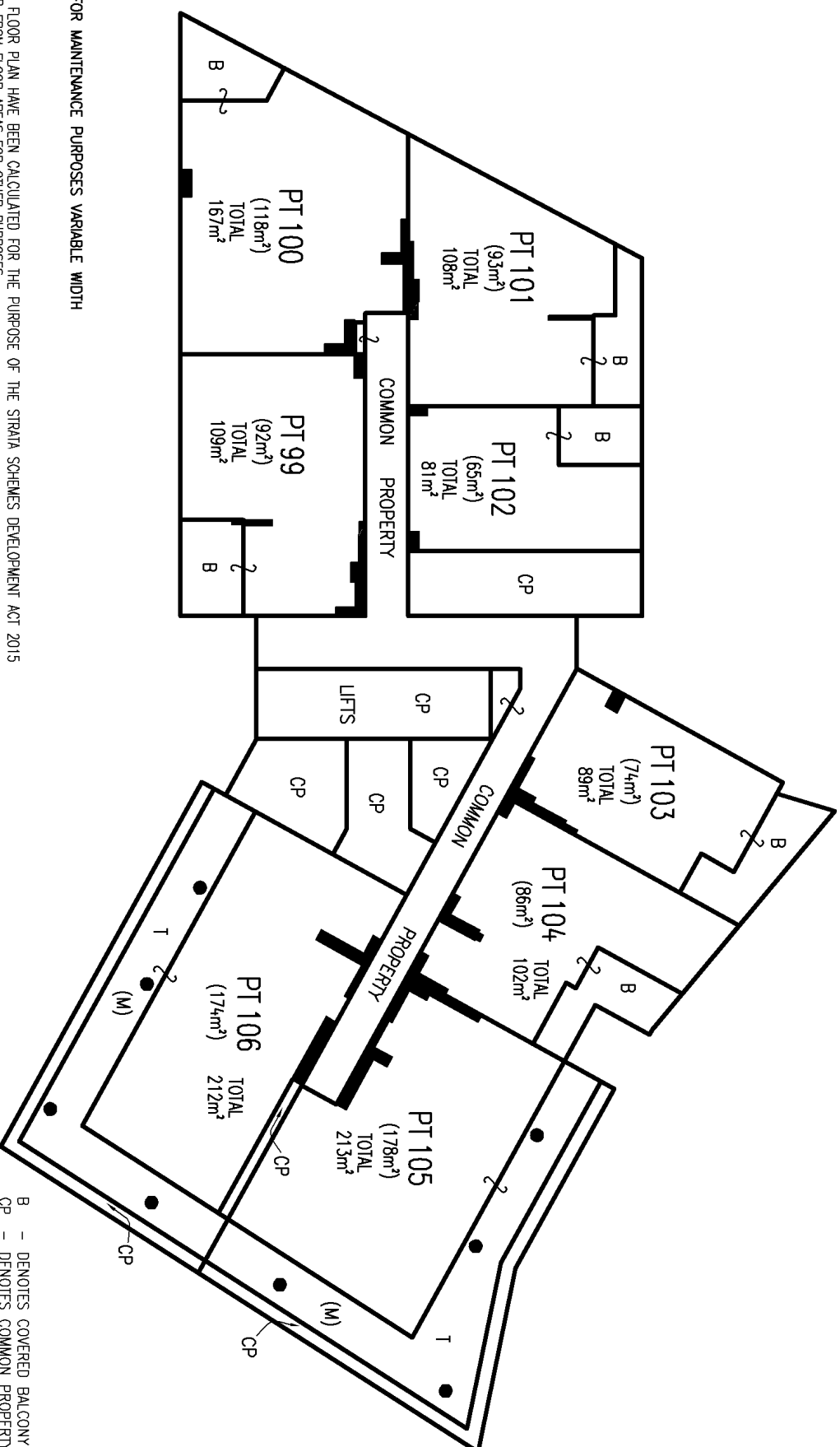
REGISTERED

9.7.2020

SP101702

LEVEL 11 BUILDING 2

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



EASEMENTS

(M) - EASEMENT FOR MAINTENANCE PURPOSES VARIABLE WIDTH

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SURVEYOR

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

REGISTERED
9.7.2020

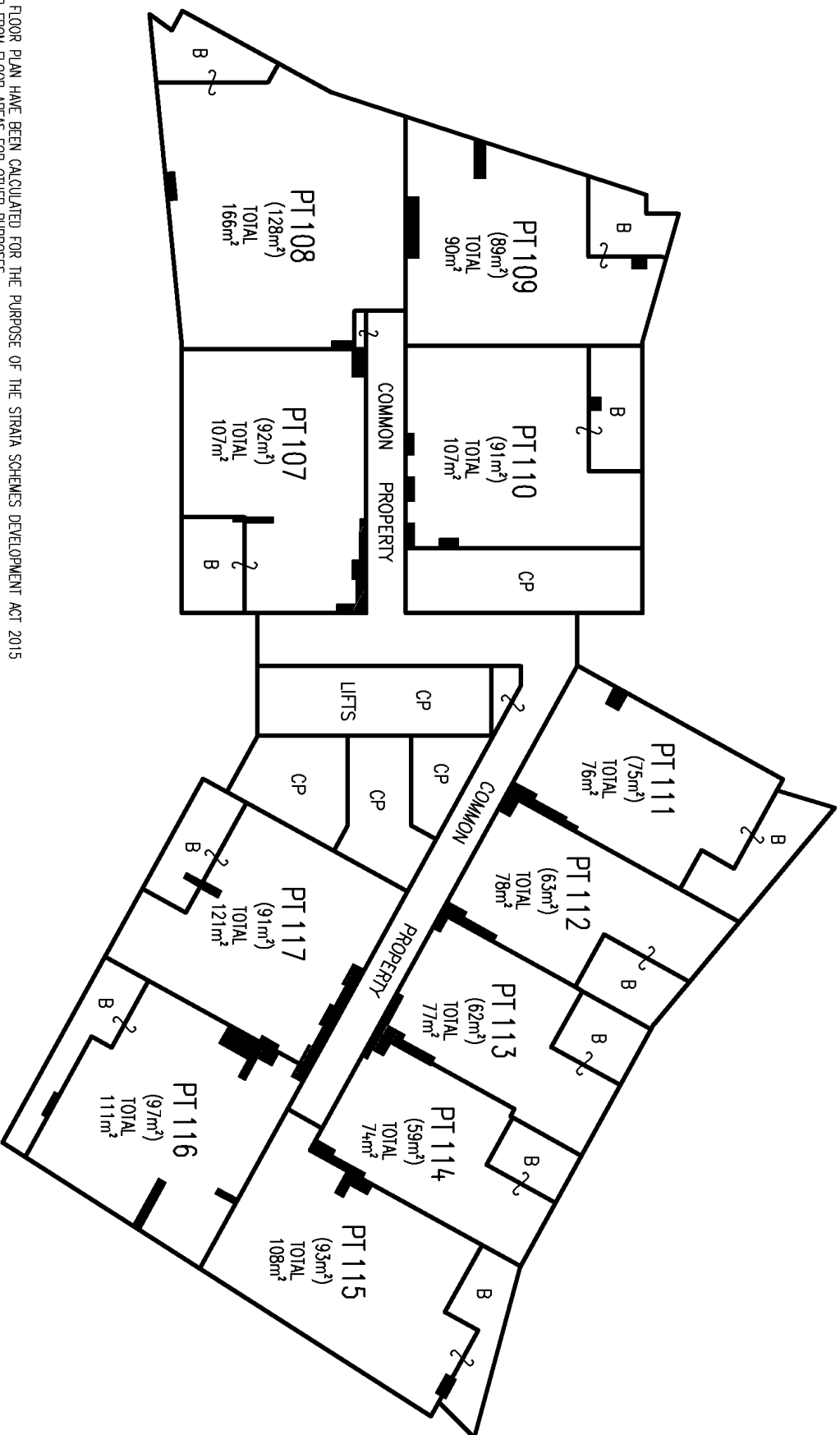
SP101702

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

LEVEL 12

BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

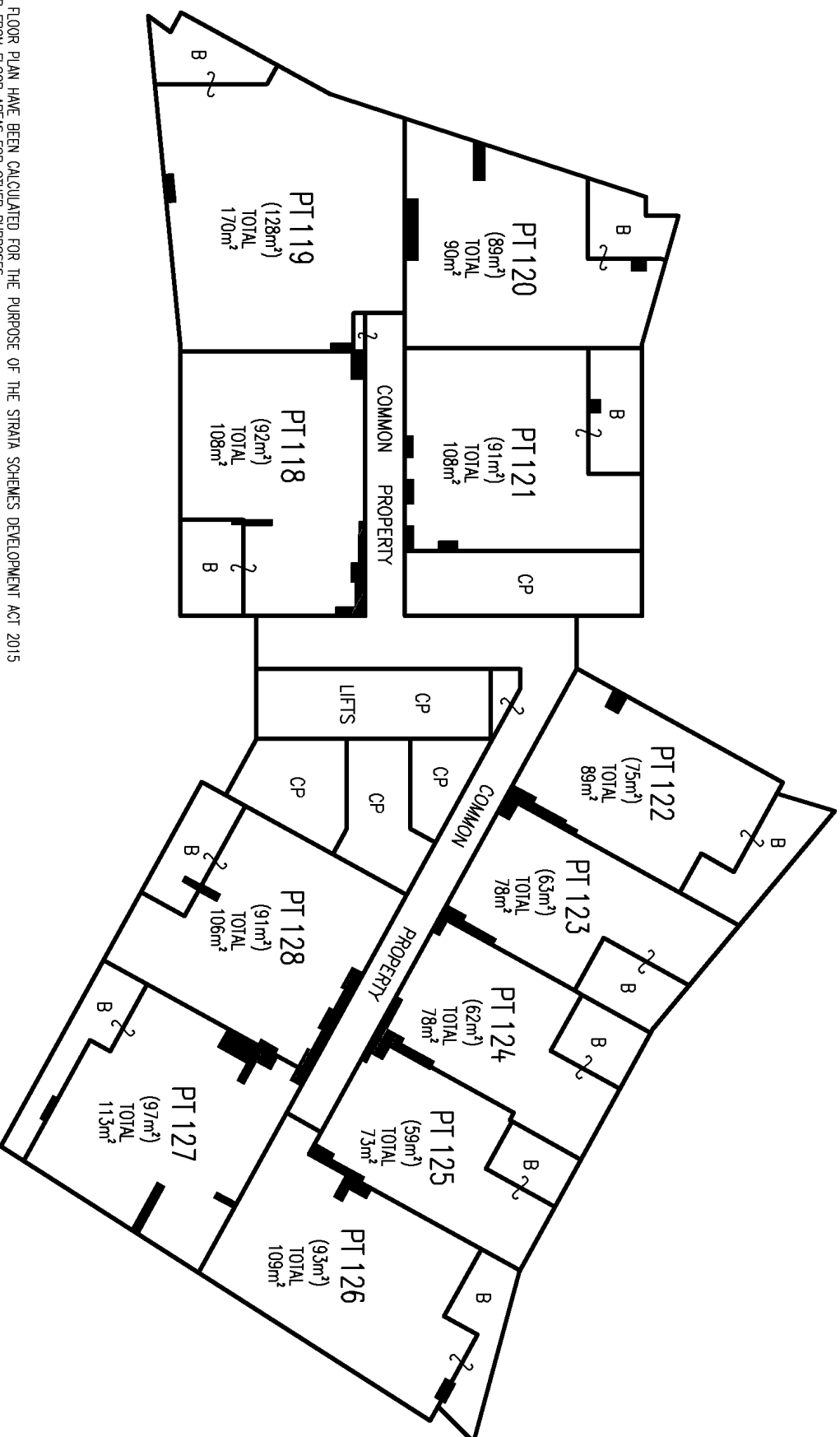
LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

REGISTERED
9.7.2020

SP101702

LEVEL 13 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

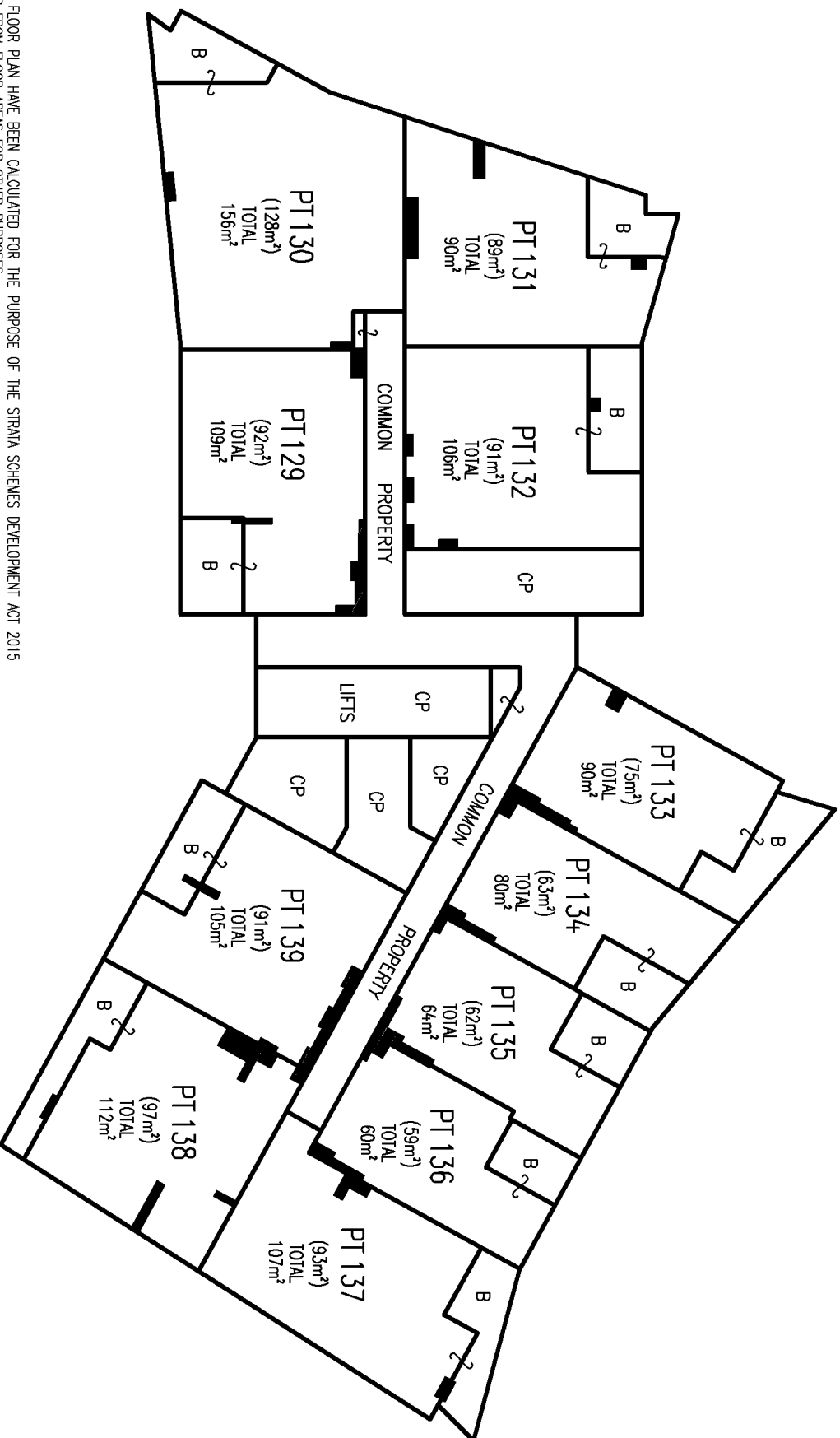
LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
9.7.2020

SP101702

LEVEL 14 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

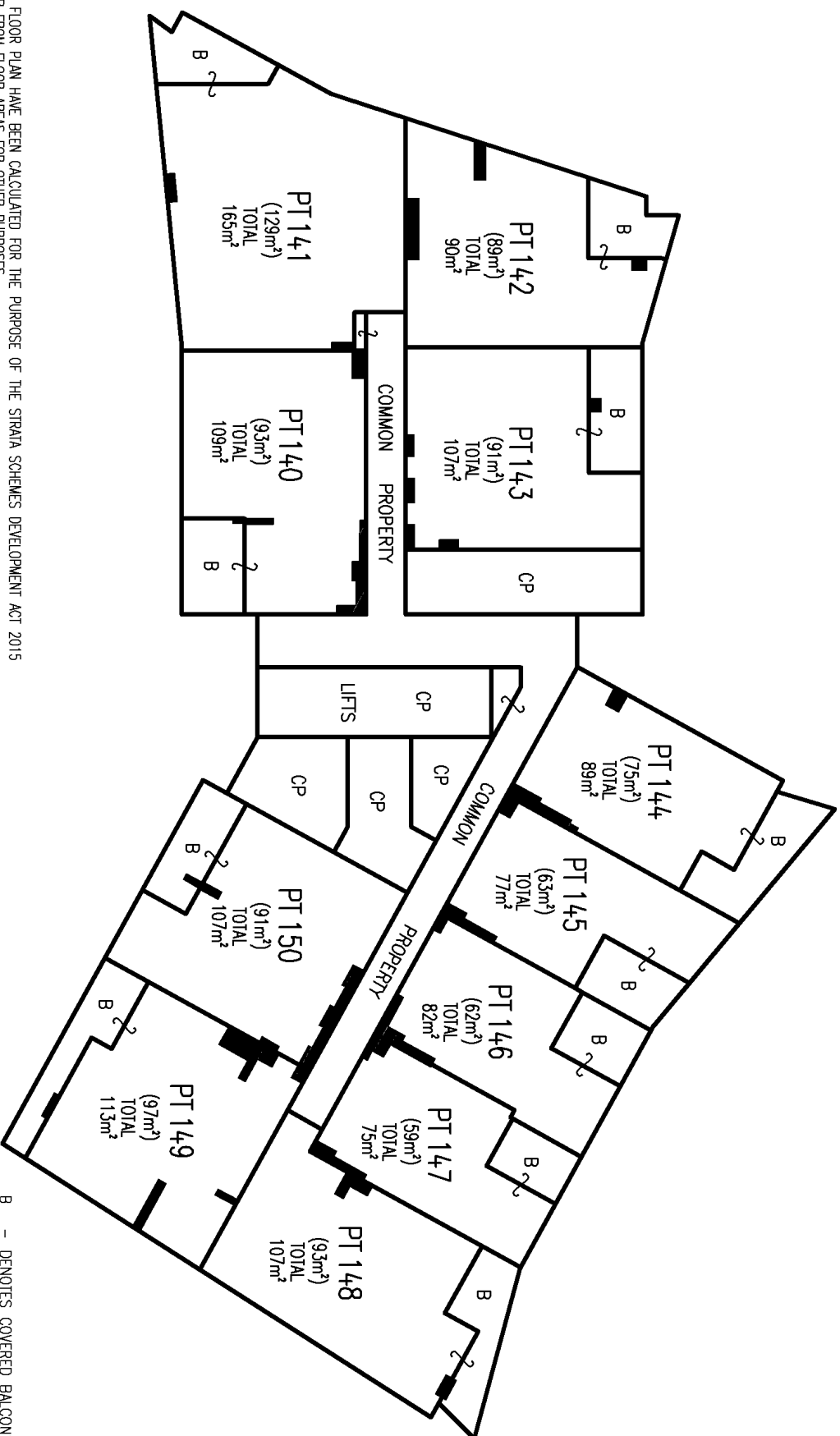
REGISTERED
9.7.2020

SP101702

LEVEL 15

BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

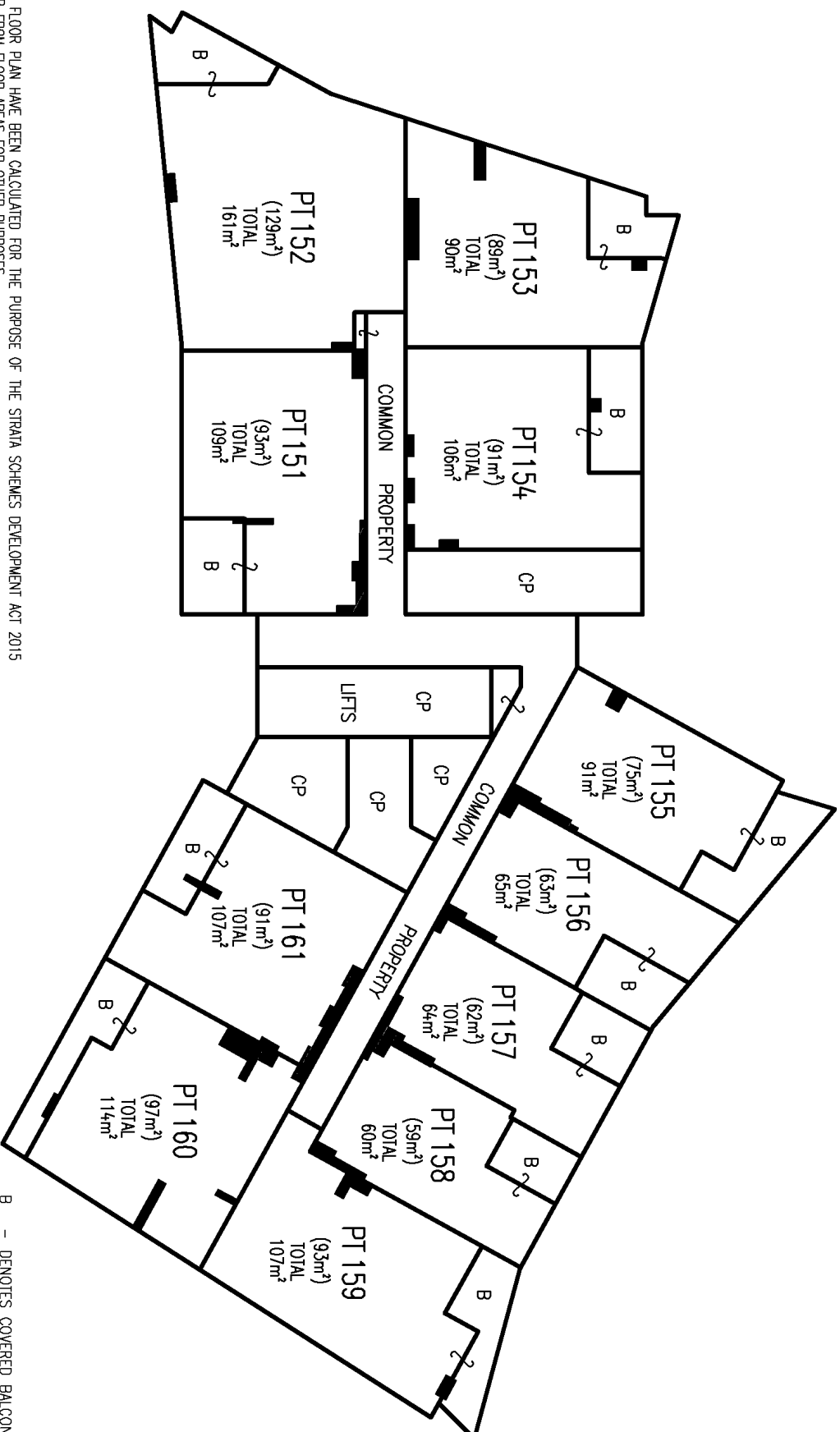


REGISTERED
9.7.2020

SP101702

LEVEL 16 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

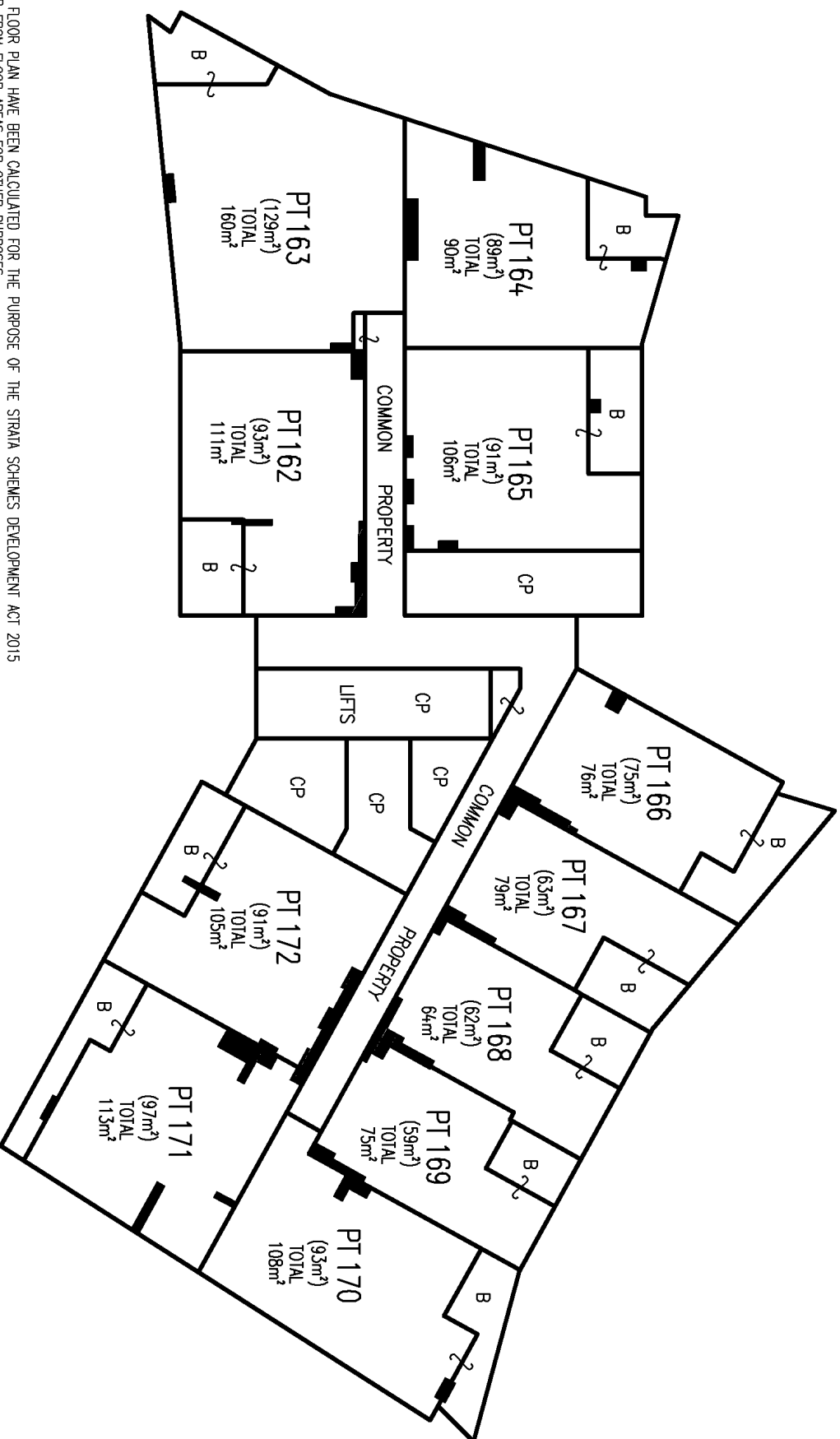
LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
9.7.2020

SP101702

LEVEL 17 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

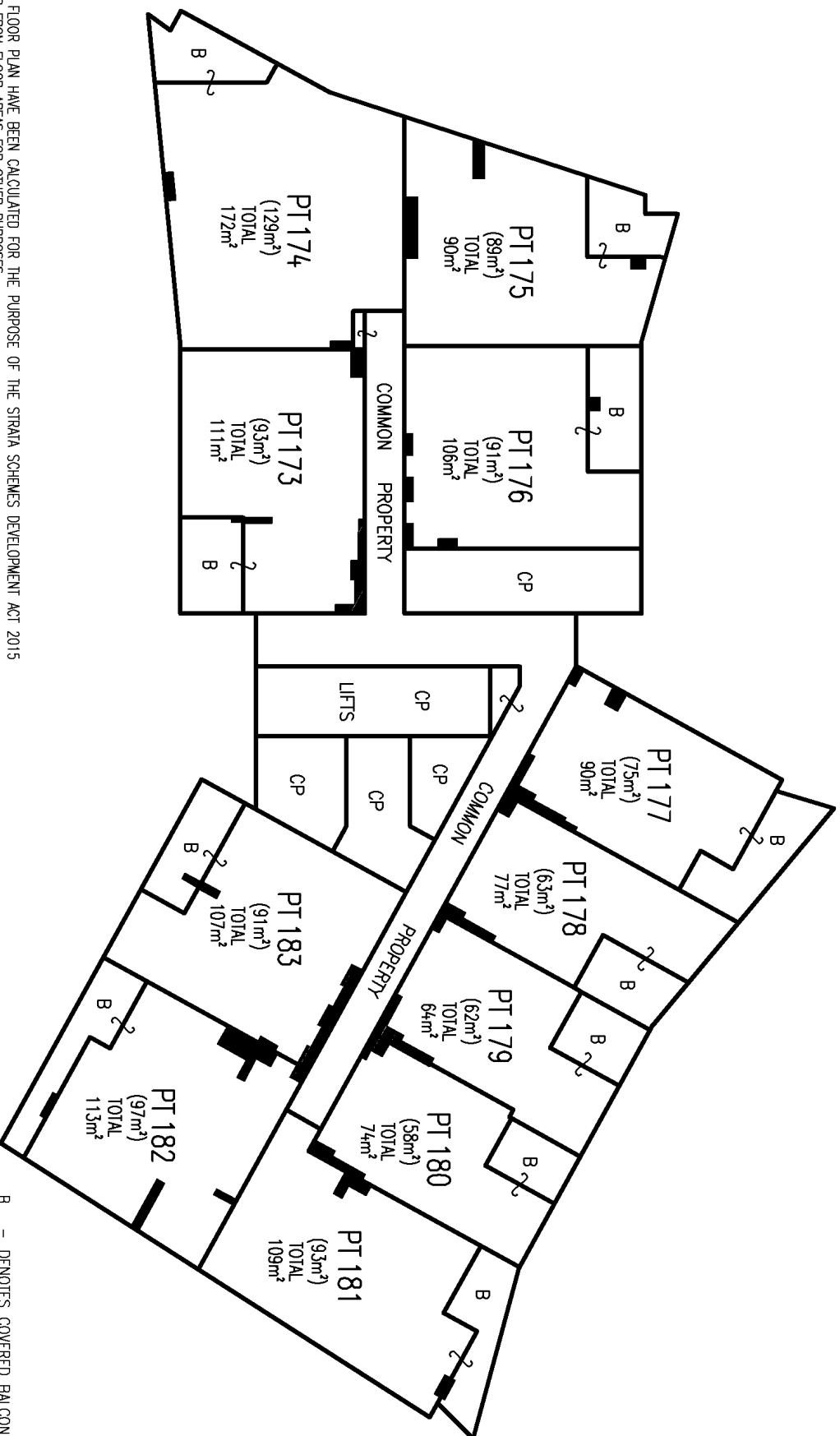
LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
9.7.2020

SP101702

LEVEL 18 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

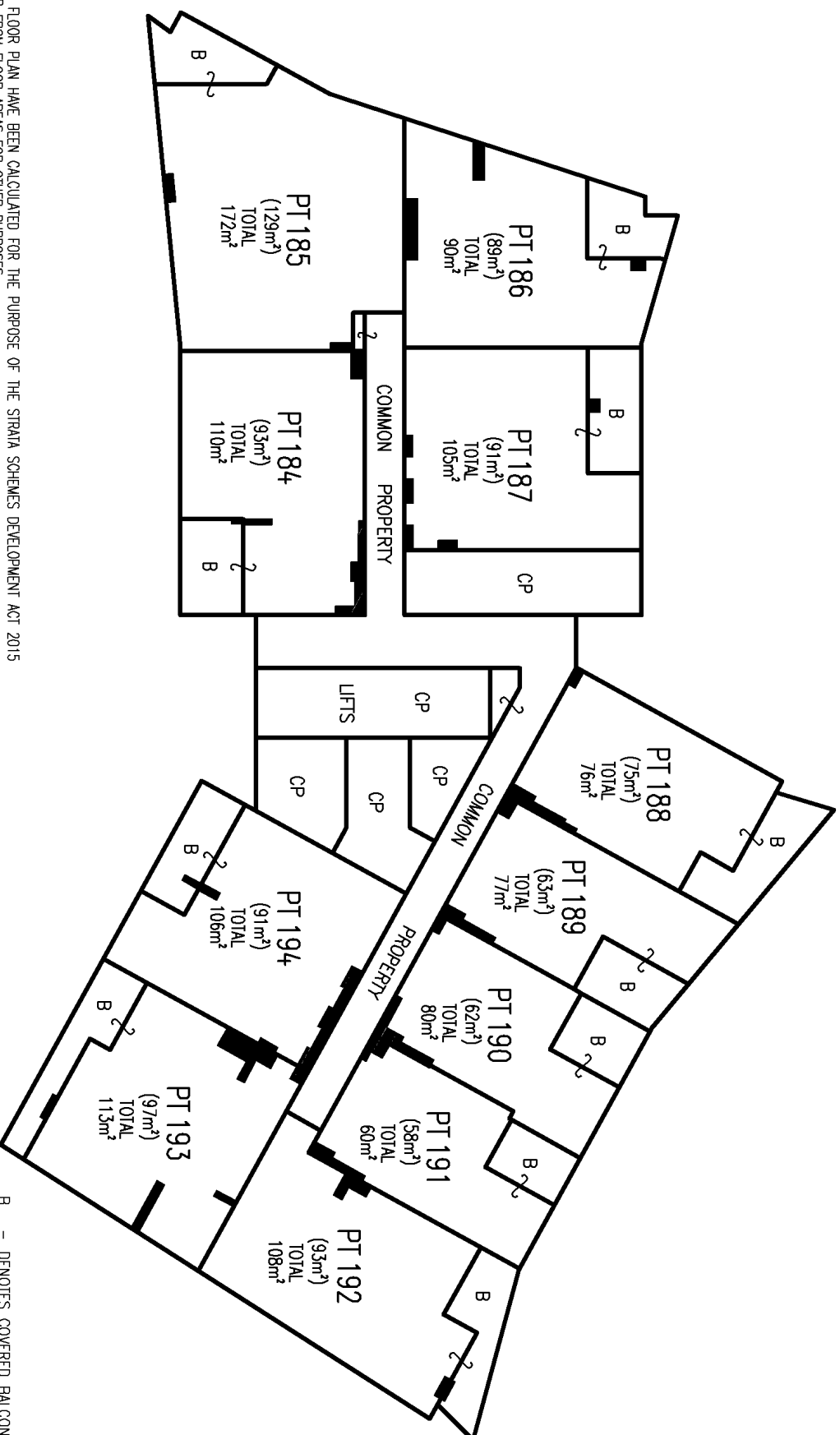
LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
9.7.2020

SP101702

LEVEL 19 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

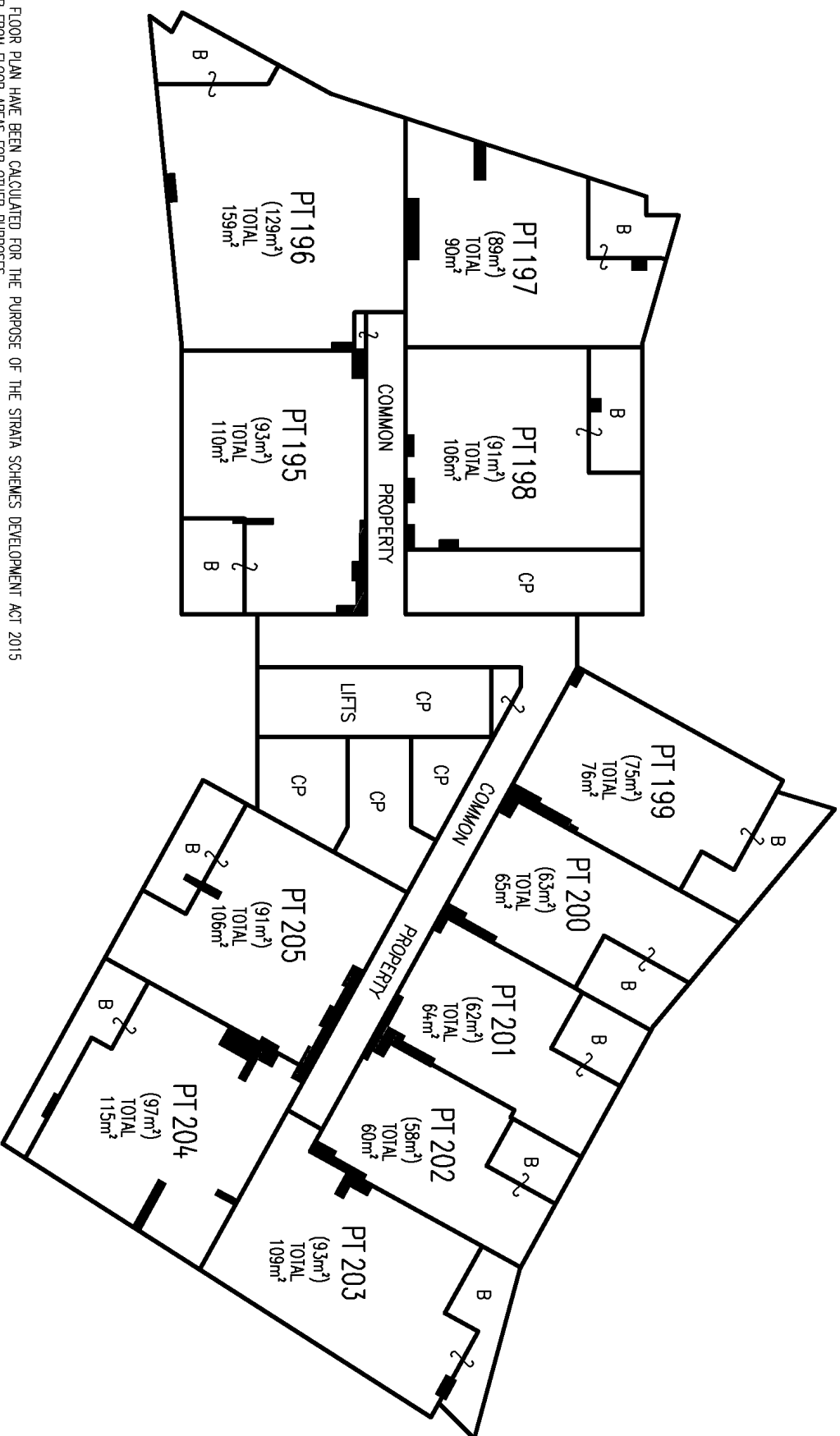
LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
9.7.2020

SP101702

LEVEL 20 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

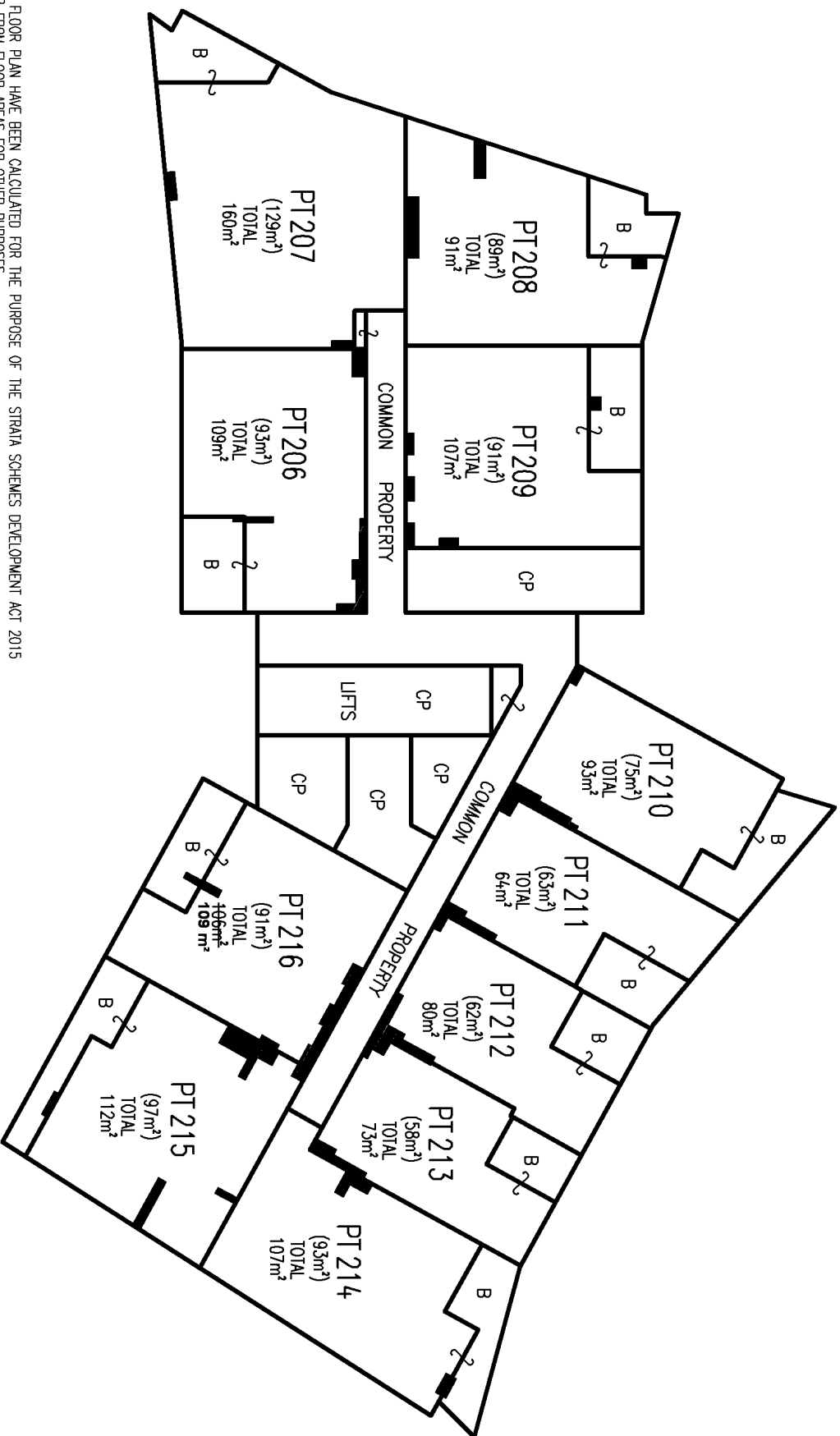


REGISTERED
9.7.2020

SP101702

LEVEL 21 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED



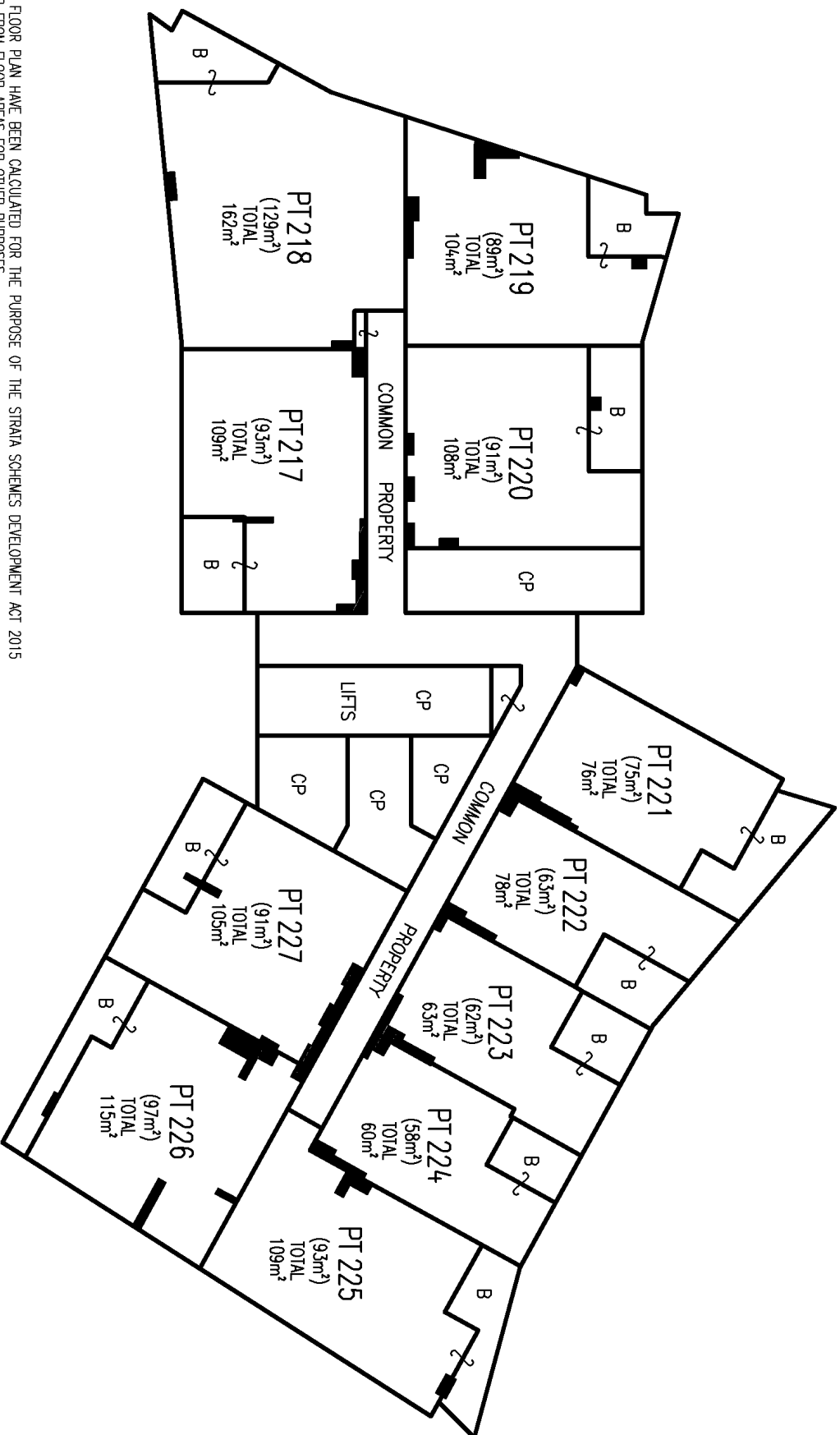
9.7.2020

SP101702



LEVEL 22 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

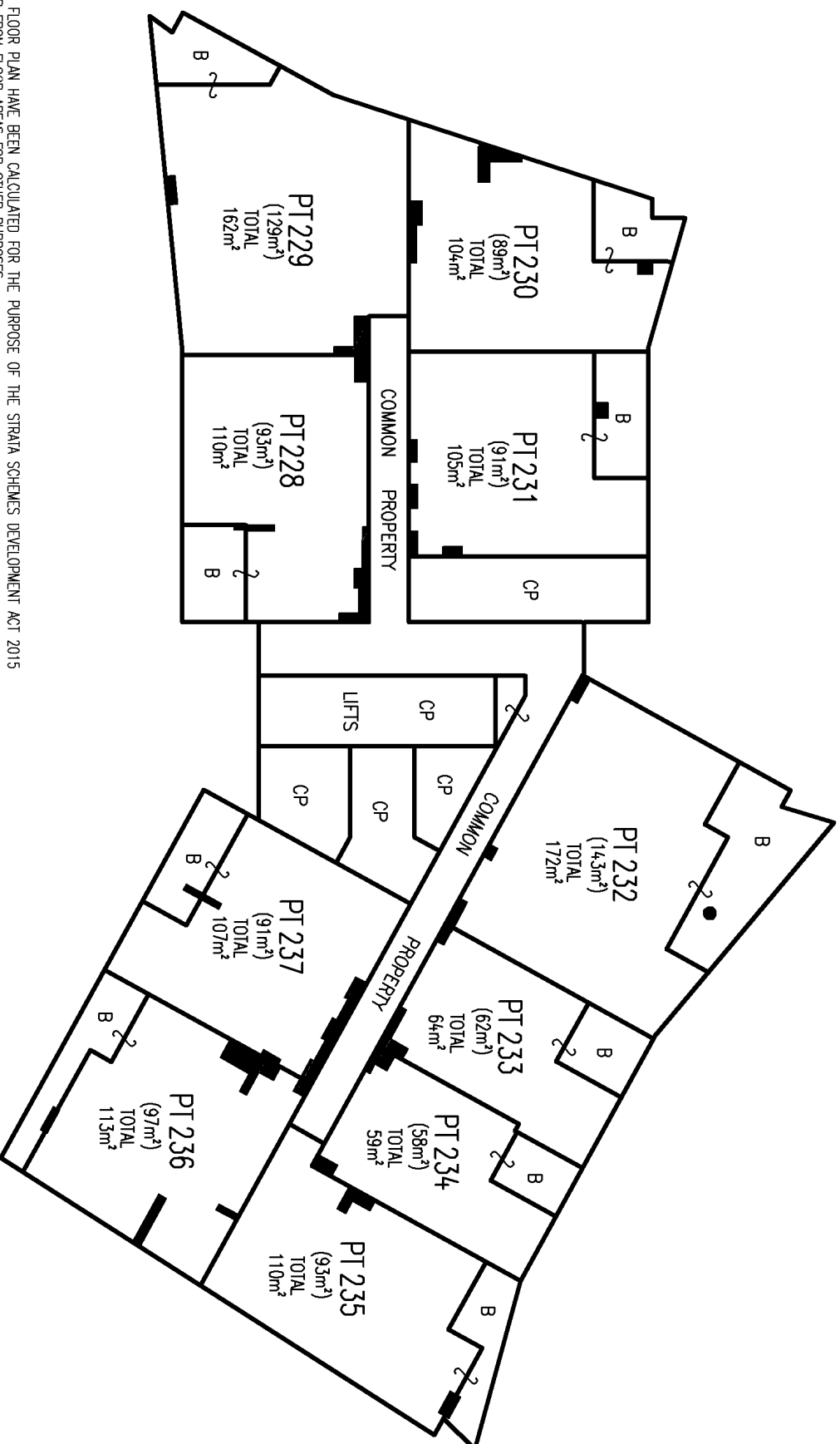


REGISTERED
9.7.2020

SP101702

LEVEL 23 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

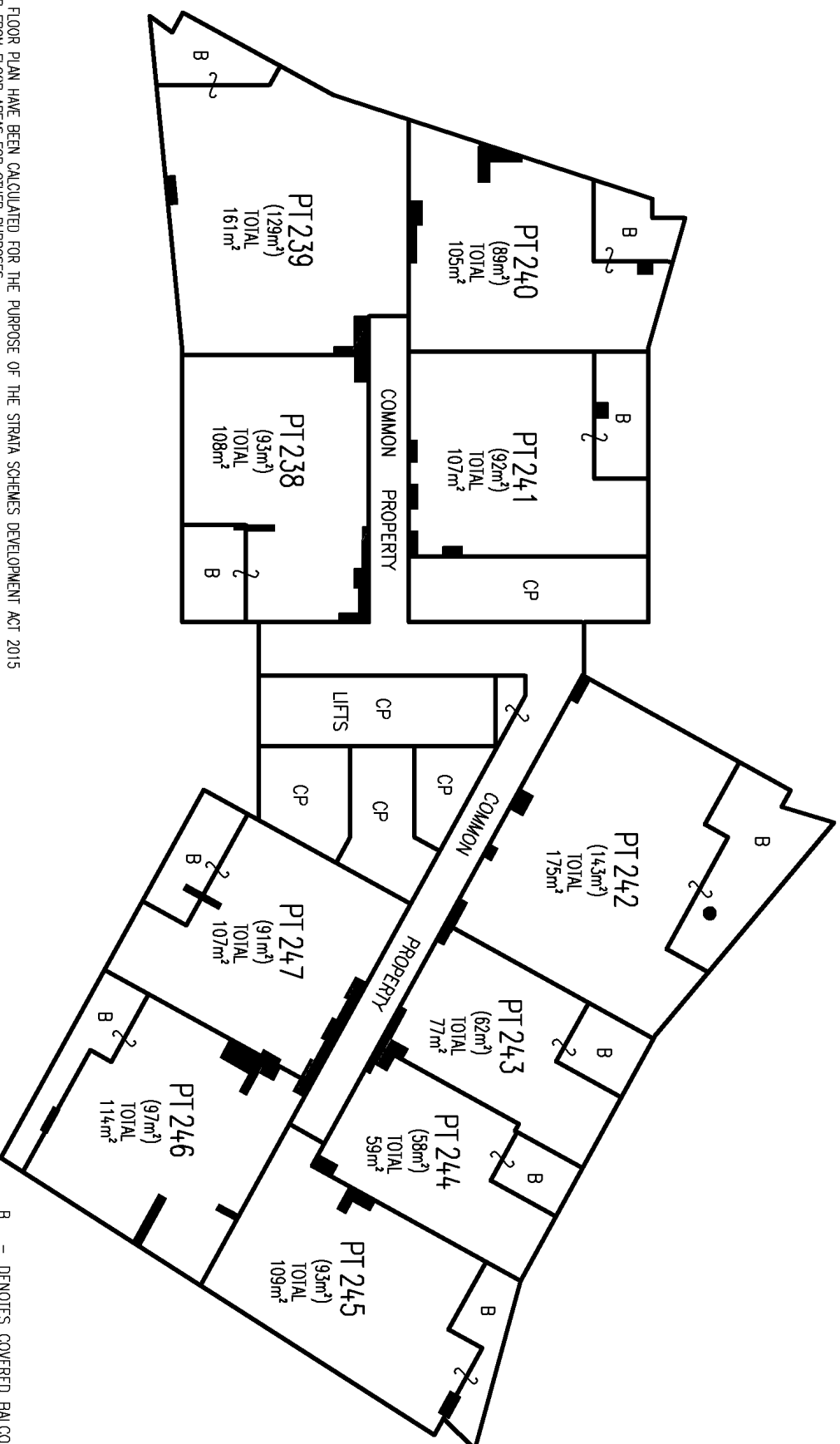
LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
9.7.2020

SP101702

LEVEL 24 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - COMMON PROPERTY

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

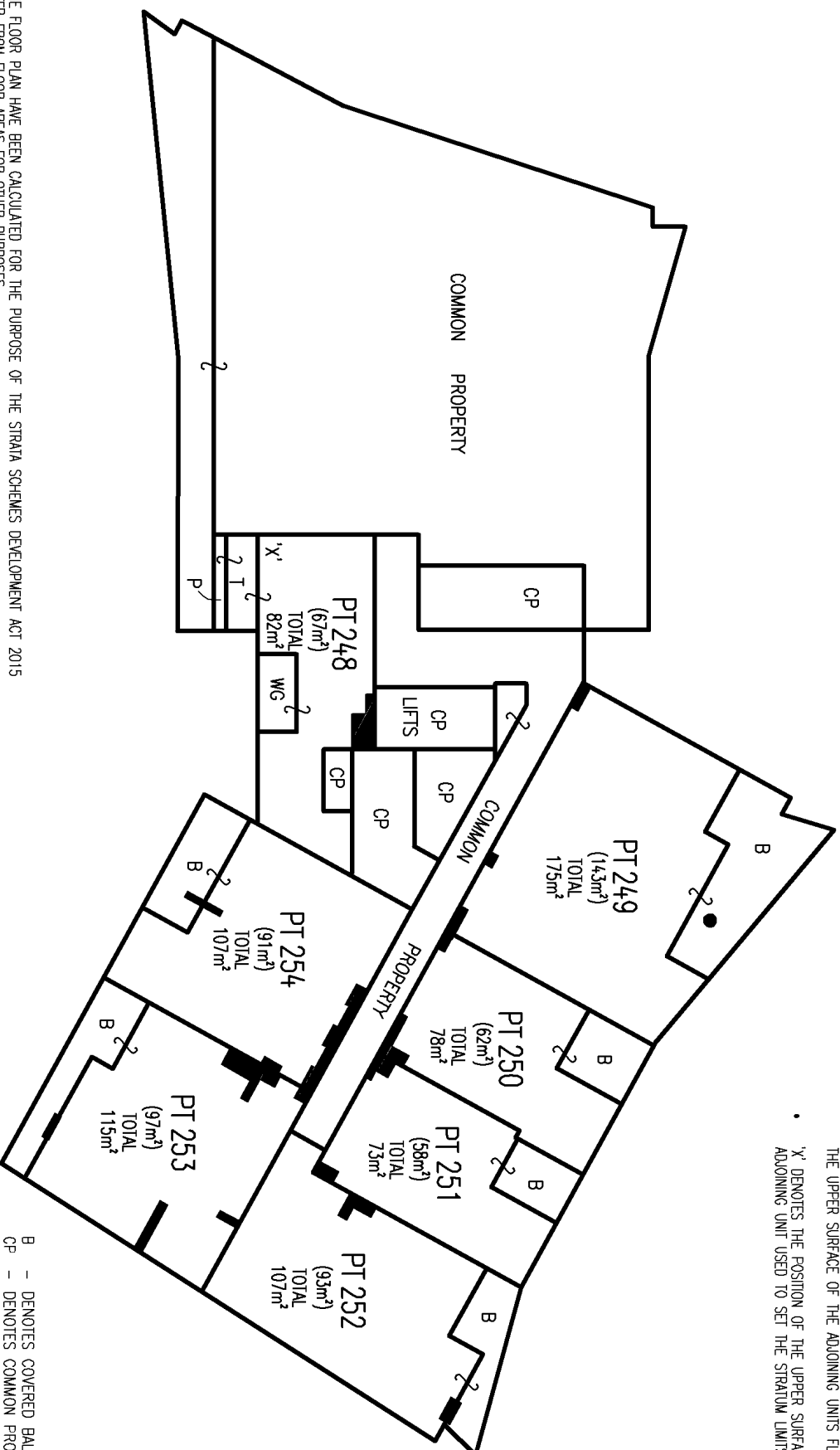
LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
9.7.2020

SP101702

LEVEL 25 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

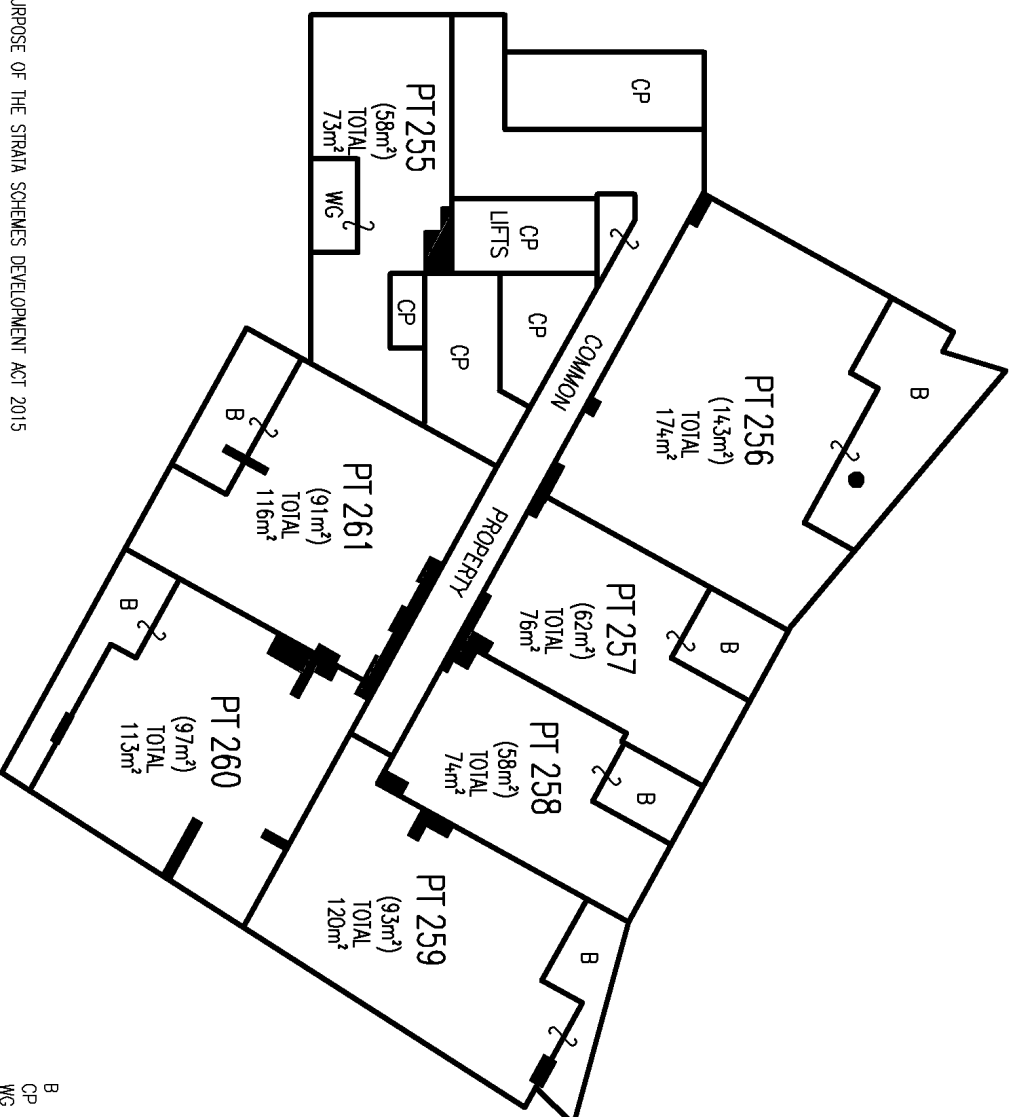


REGISTERED
9.7.2020

SP101702

LEVEL 26 BUILDING 2

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



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

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- B - DENOTES COVERED BALCONY
- CP - COMMON PROPERTY
- WC - DENOTES ENCLOSED COVERED WINTER GARDEN

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.



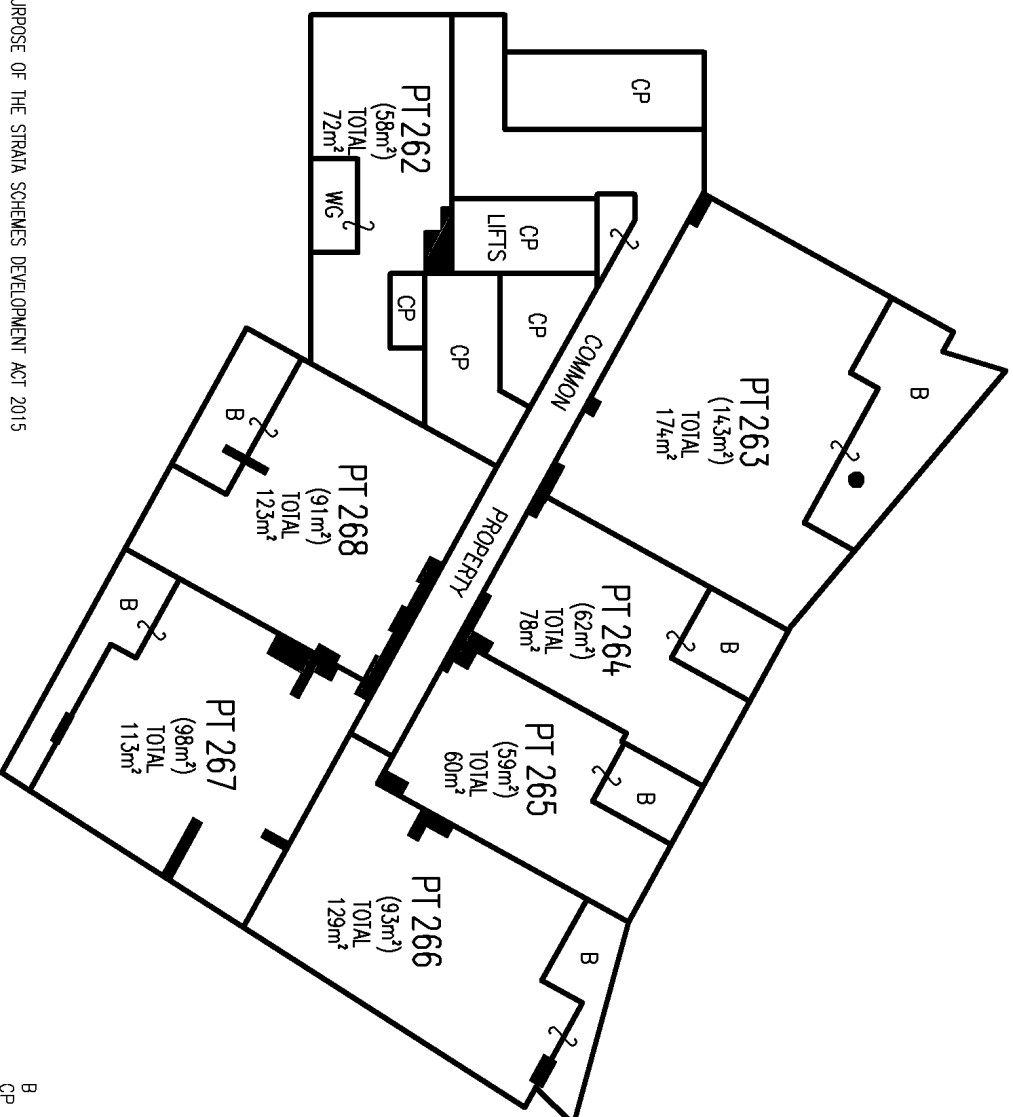
REGISTERED
9.7.2020

SP101702



LEVEL 27 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

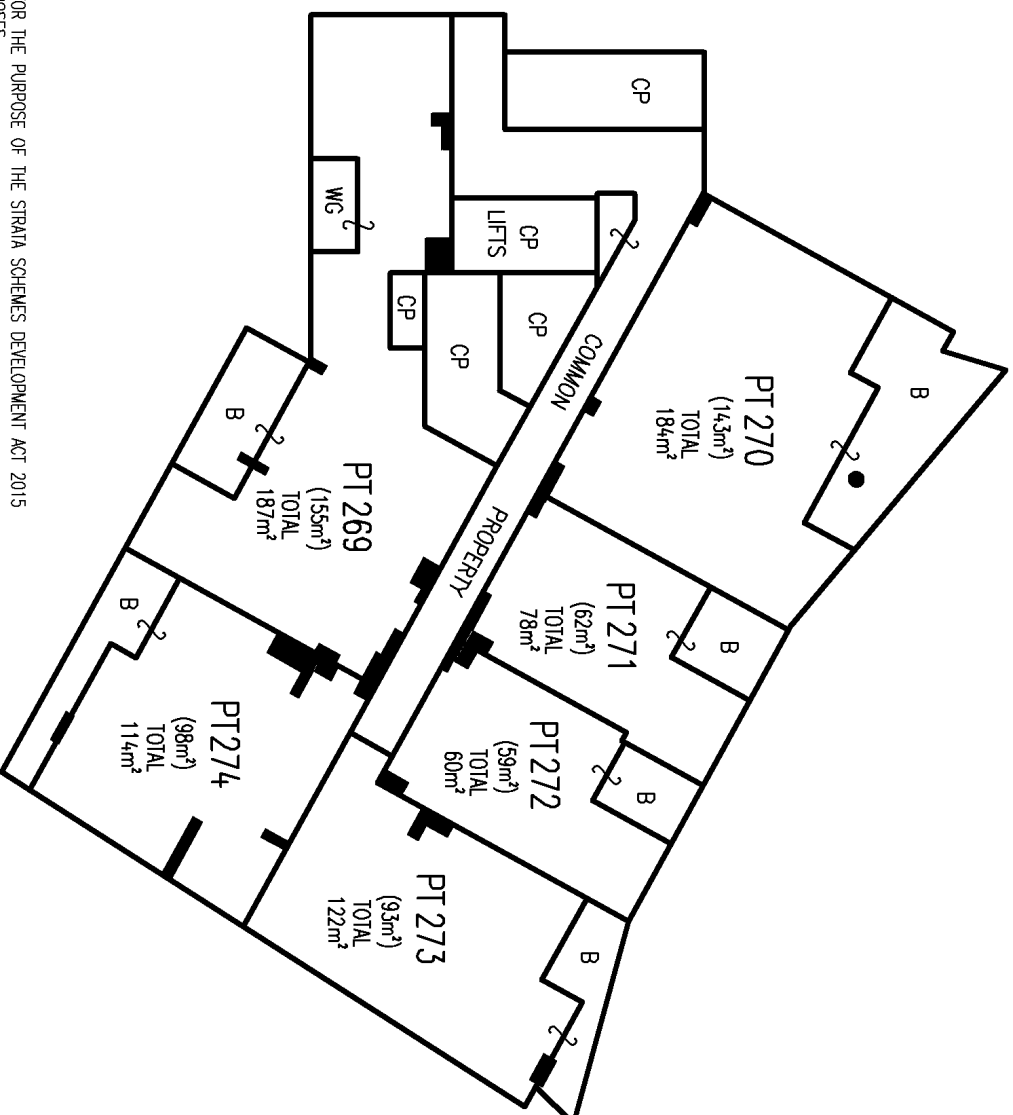


REGISTERED
9.7.2020

SP101702

LEVEL 28 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

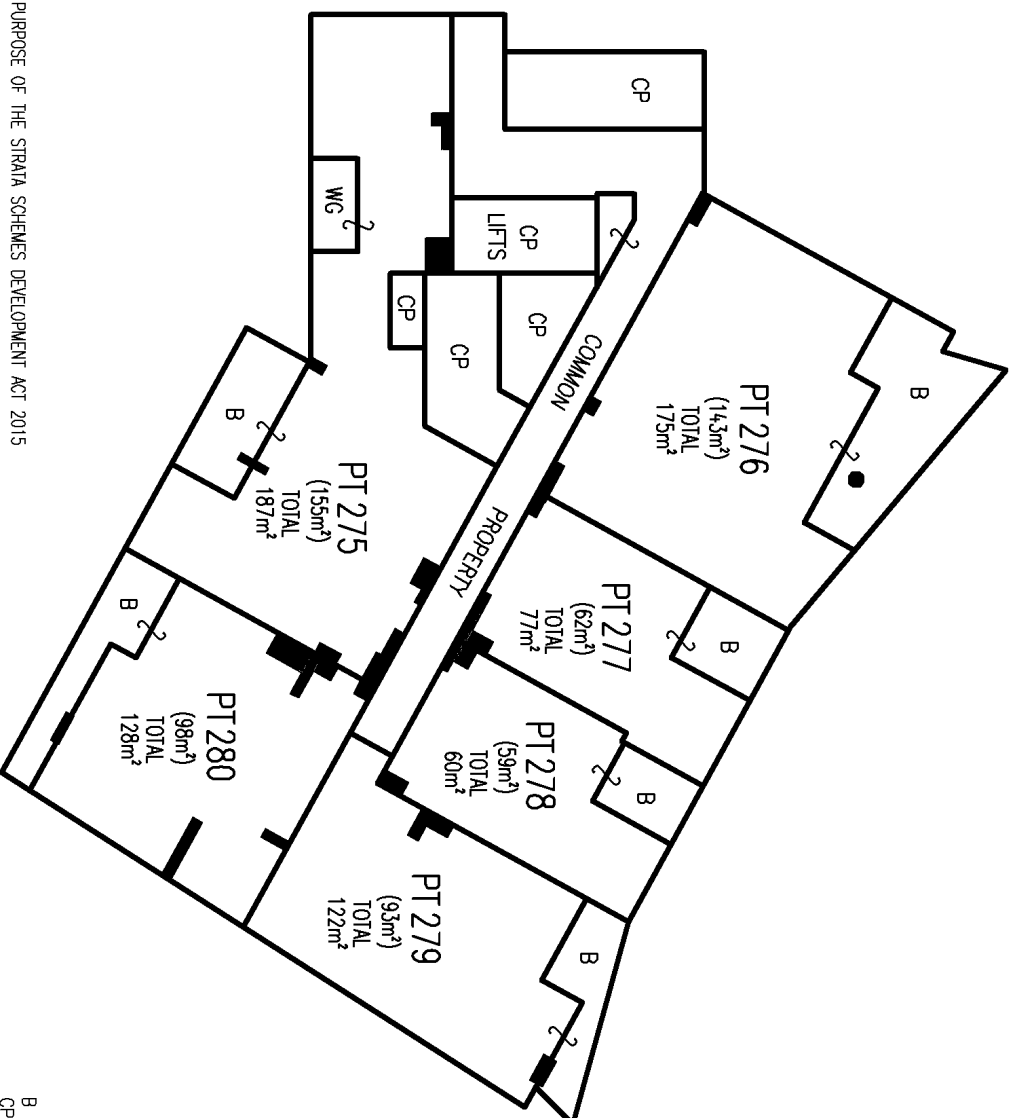


REGISTERED
9.7.2020

SP101702

LEVEL 29 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.



REGISTERED
9.7.2020

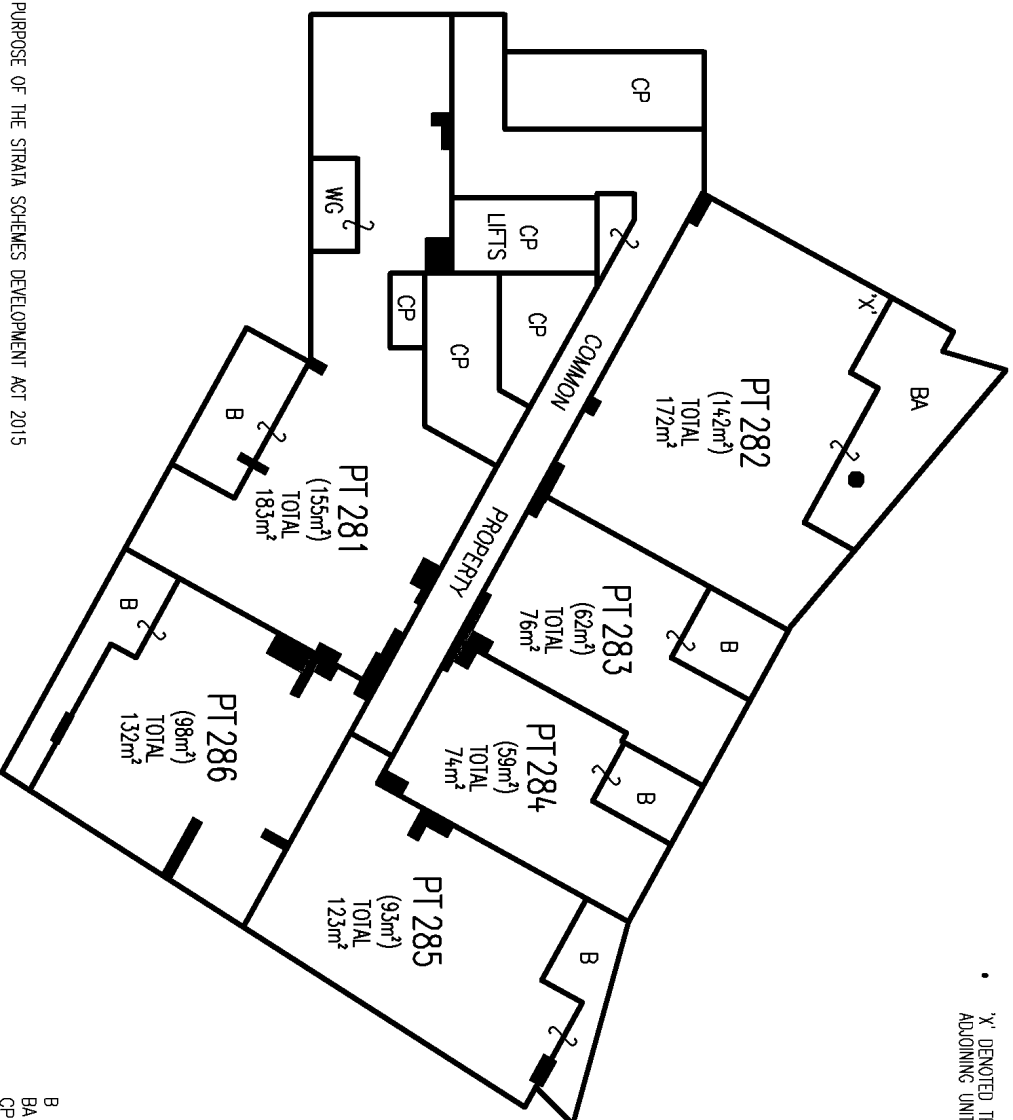
SP101702



LEVEL 30

BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

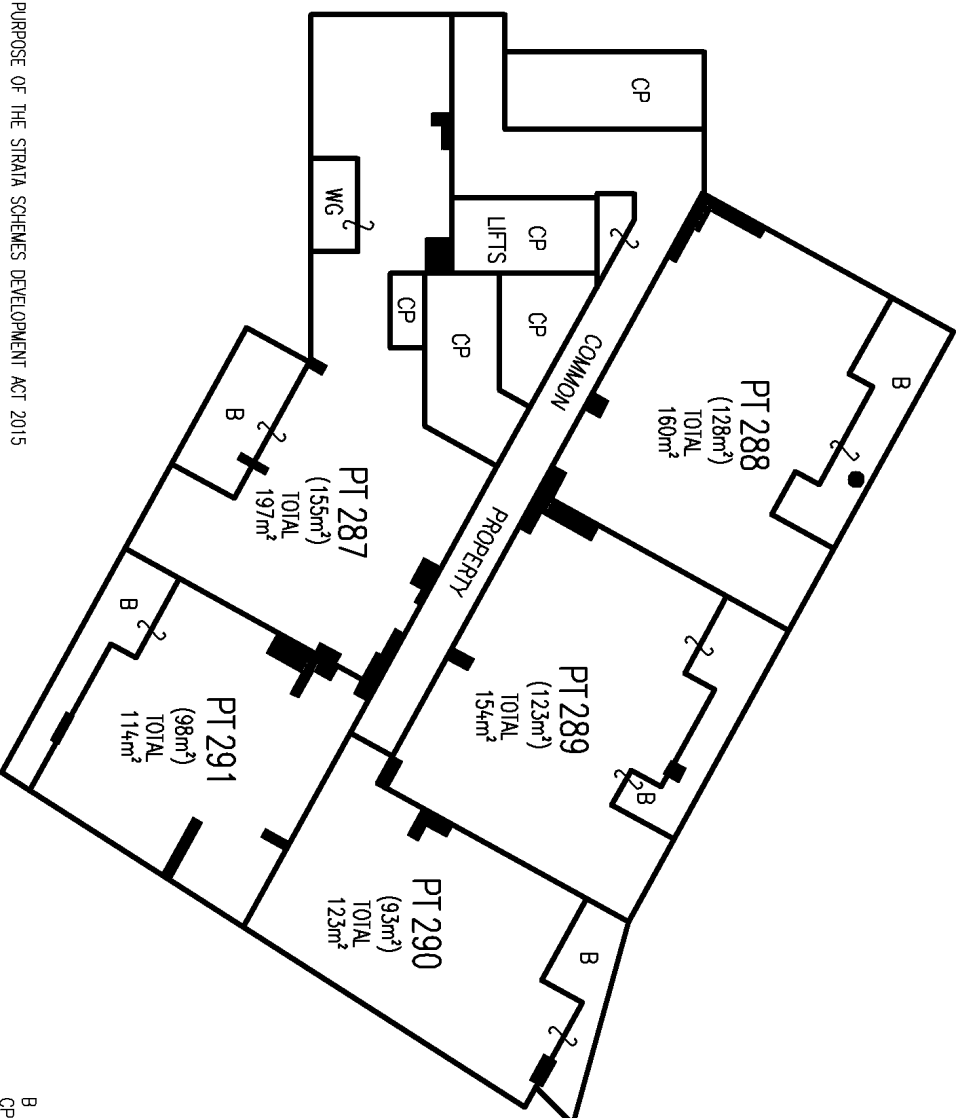


REGISTERED
9.7.2020

SP101702

LEVEL 31 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

REGISTERED

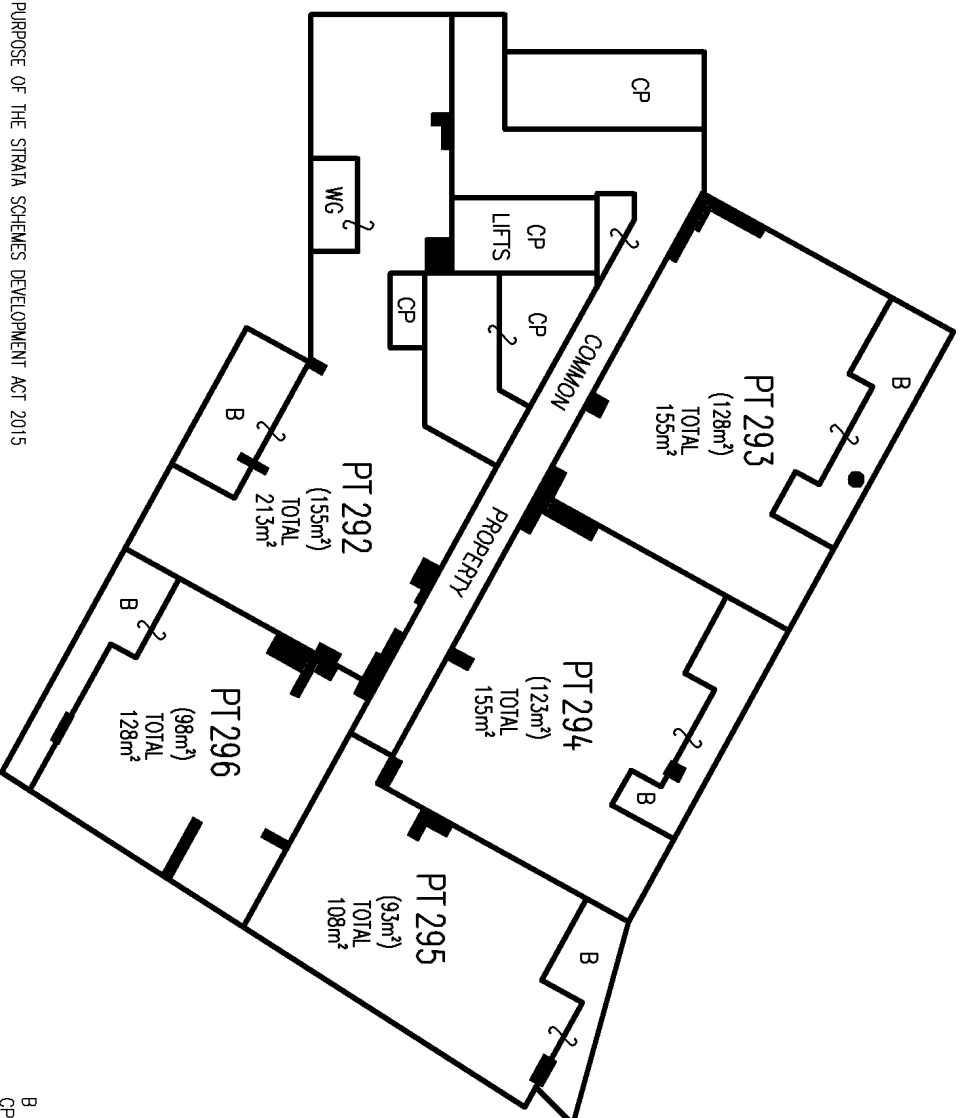


9.7.2020

SP101702

LEVEL 32 **BUILDING 2**

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

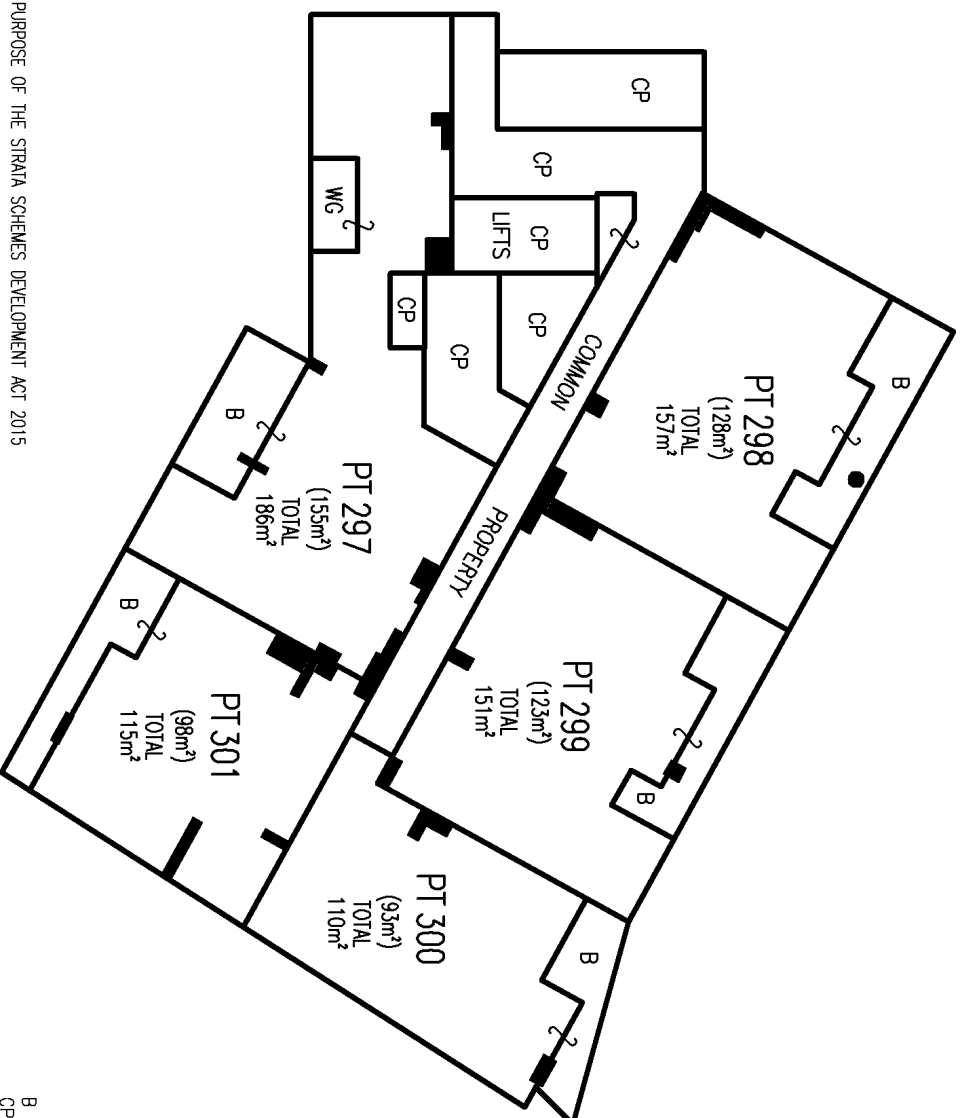


REGISTERED
9.7.2020

SP101702

LEVEL 33 **BUILDING 2**

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

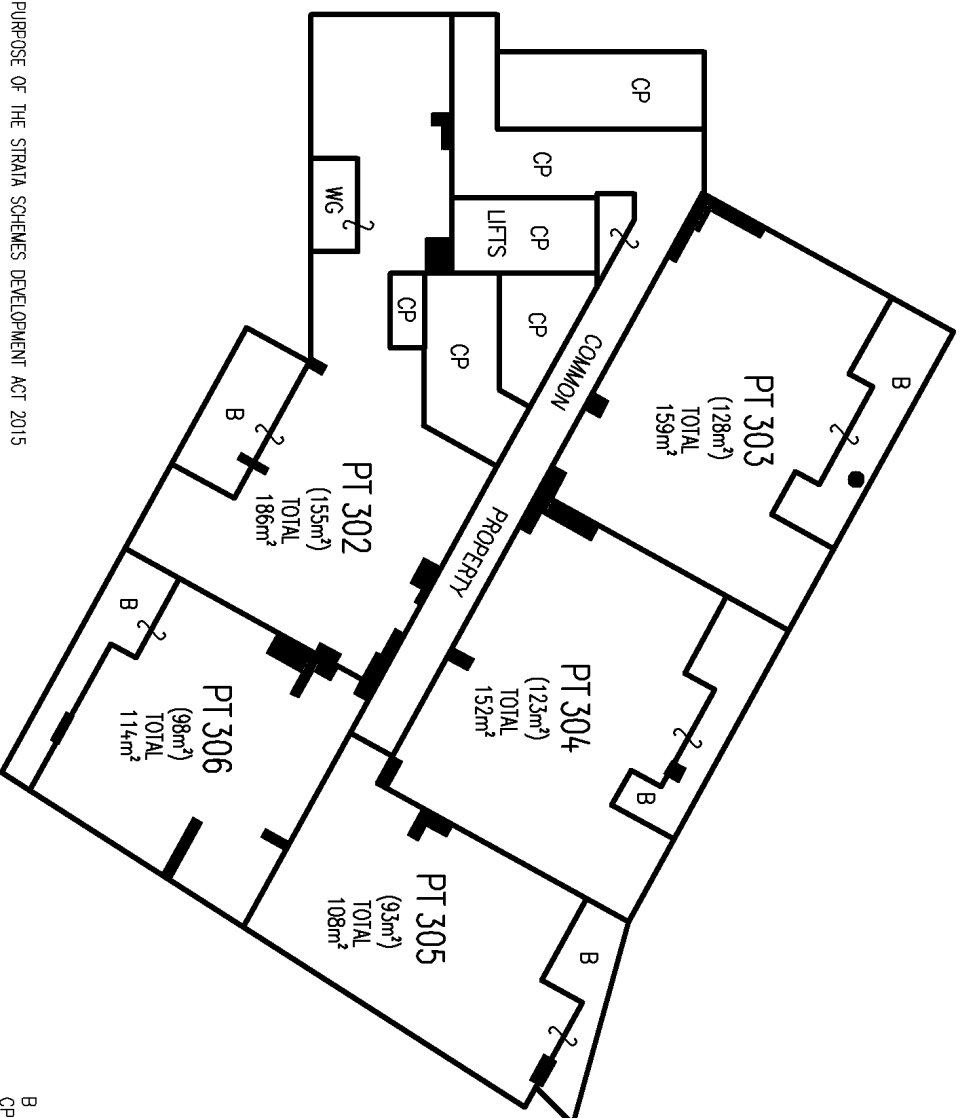


REGISTERED
9.7.2020

SP101702

LEVEL 34 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

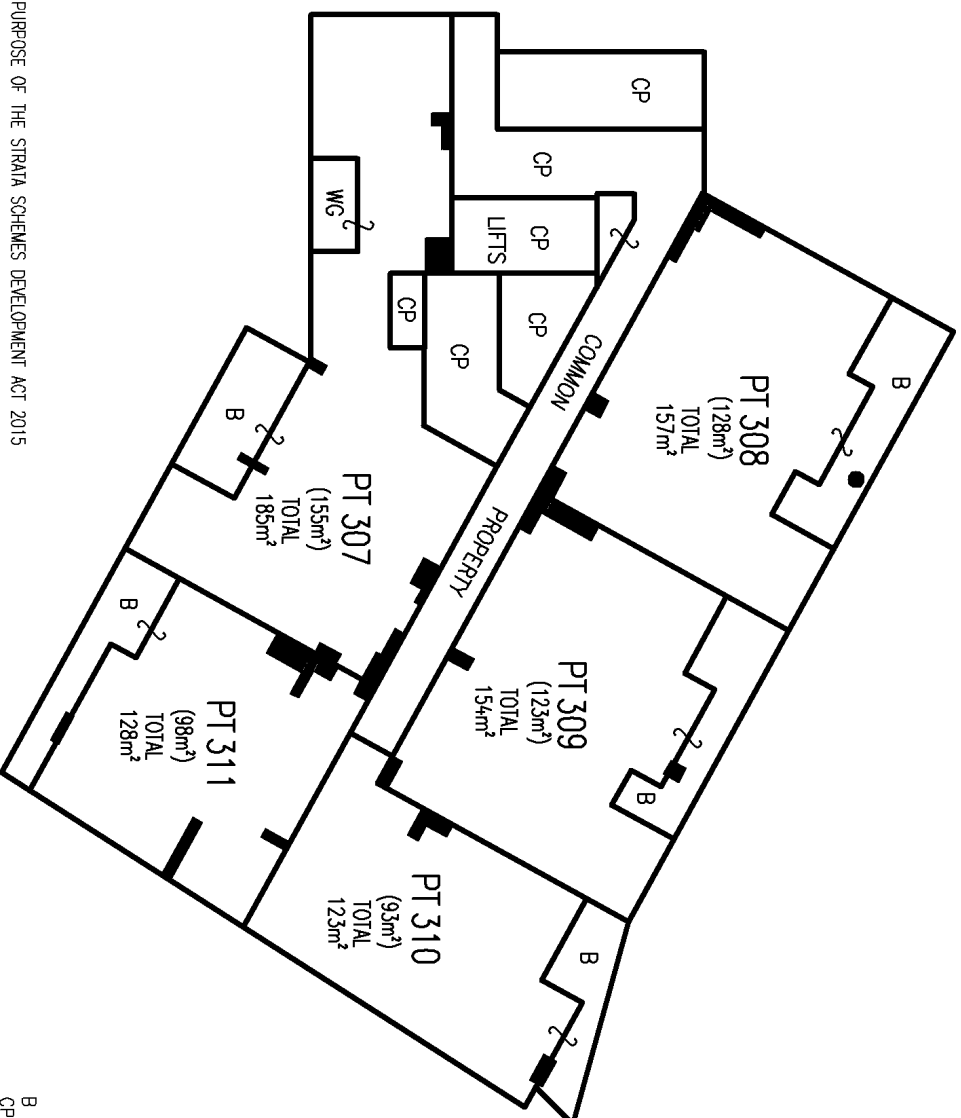


REGISTERED
9.7.2020

SP101702

LEVEL 35 BUILDING 2

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



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

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

PLAN OF SUBDIVISION OF LOT 2
IN DP 1252952

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.

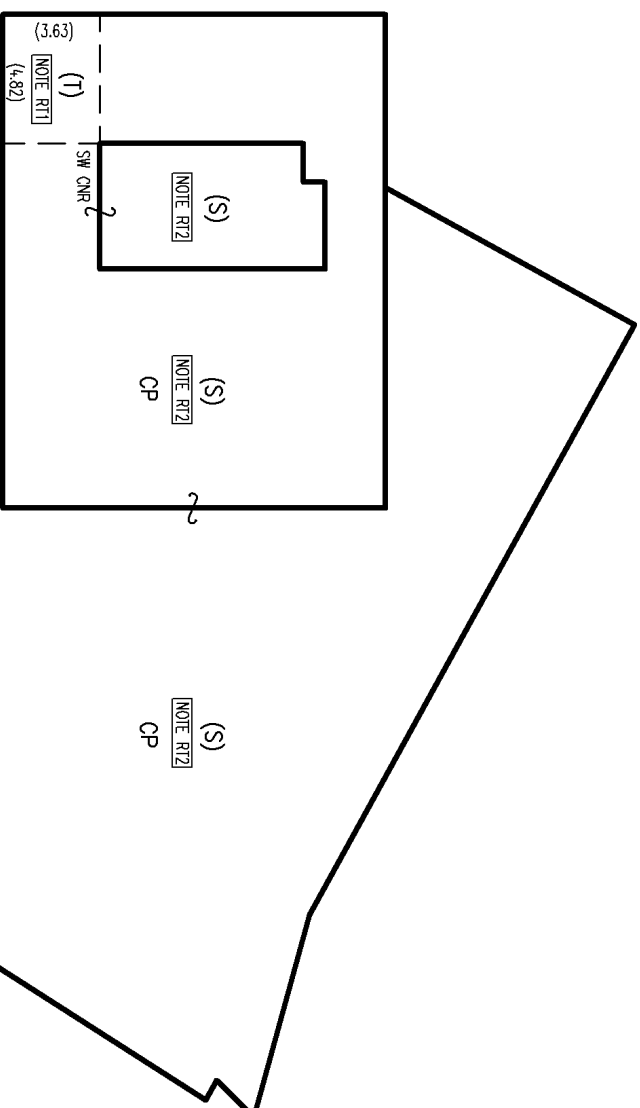


REGISTERED
9.7.2020

SP101702

ROOF LEVEL

BUILDING 2



EASEMENTS

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

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

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

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

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP - COMMON PROPERTY
 SW CNR - SOUTH WEST CORNER

SURVEYOR

Name: ADAM RICHARDSON

Date: 16/06/2020

Reference: 140632 BLD2 SP-AR

PLAN OF SUBDIVISION OF LOT 2
 IN DP 1252952


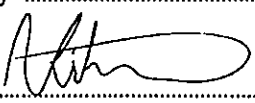
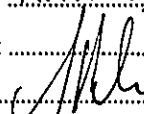
LGA: CITY OF PARRAMATTA
 Locality: SYDNEY OLYMPIC PARK
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED



9.7.2020

SP101702

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 14 sheet(s)
Office Use Only		Office Use Only	
Registered:  9/07/2020		<h1>SP101702</h1>	
PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952		LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Parish: CONCORD County: CUMBERLAND	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme			
Address for Service of Documents 20000/2B FIGTREE DRIVE, SYDNEY OLYMPIC PARK, NSW 2127 Provide an Australian address including a postcode		The by-laws adopted for the scheme are: *Model By-laws for residential schemes together with:- -Keeping of animals-Option *A/*B- -Smoke penetration-Option *A/*B- (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan	
Surveyor's Certificate I, <u>ADAM RICHARDSON</u> of <u>Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public space *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: <u>24.06.2020</u> Surveyor ID: <u>8747</u> Surveyor's Reference: <u>140632 BLD2 SP-AR</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Strata Certificate (Accredited Certifier) I, <u>ANTHONY ALLEN</u> being an Accredited Certifier, accreditation number <u>BPB0004</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public space and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2015. Certificate Reference: <u>193/2020</u> Relevant Planning Approval No. <u>CDC 2020/52</u> Issued by: <u>ANTHONY ALLEN (BPB0004)</u> Signature:  Date: <u>4/7/20</u> ^ Insert lot numbers of proposed utility lots.	

* Strike through if inapplicable

SP FORM 3.07(2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 14sheet(s)
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: left;"> Registered: 9/07/2020 </div> <div style="text-align: center; font-size: 2em; font-weight: bold;">SP101702</div> </div>		Office Use Only

VALUER'S CERTIFICATE

I, Dimity Gretel Marshall of Preston Rowe Paterson Sydney
 being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute (API)

Class of membership: Associate

Membership number: 71472

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


Signature: Date 1/7/2020


* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT


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

Surveyors Reference: 140632 BLD2 SP-AR

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 14 sheet(s)																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - see section 22 <i>Strata Schemes Development Act 2015</i> 																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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<tr><td>146</td><td>230</td><td>175</td><td>305</td><td>204</td><td>355</td><td>233</td><td>227</td><td>262</td><td>276</td><td>291</td><td>394</td><td></td><td></td></tr> <tr><td>147</td><td>223</td><td>176</td><td>302</td><td>205</td><td>315</td><td>234</td><td>220</td><td>263</td><td>479</td><td>292</td><td>542</td><td></td><td></td></tr> <tr><td>148</td><td>343</td><td>177</td><td>253</td><td>206</td><td>351</td><td>235</td><td>356</td><td>264</td><td>276</td><td>293</td><td>447</td><td></td><td></td></tr> <tr><td>149</td><td>346</td><td>178</td><td>235</td><td>207</td><td>442</td><td>236</td><td>360</td><td>265</td><td>248</td><td>294</td><td>442</td><td></td><td></td></tr> <tr><td>150</td><td>309</td><td>179</td><td>220</td><td>208</td><td>307</td><td>237</td><td>320</td><td>266</td><td>384</td><td>295</td><td>379</td><td></td><td></td></tr> 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<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width:10%;">LOT</th> <th style="width:15%;">SUB ADDRESS No.</th> <th style="width:15%;">ADDRESS NUMBER</th> <th style="width:20%;">STREET NAME</th> <th style="width:15%;">STREET TYPE</th> <th style="width:25%;">LOCALITY</th> </tr> </thead> <tbody> <tr> <td>COMMON PROPERTY</td> <td>—</td> <td>2B</td> <td>FIGTREE</td> <td>DRIVE</td> <td>SYDNEY OLYMPIC PARK</td> </tr> <tr><td>1</td><td>20101</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>2</td><td>20102</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>3</td><td>20103</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>4</td><td>20105</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>5</td><td>20106</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>6</td><td>20107</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>7</td><td>20108</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>8</td><td>20109</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>9</td><td>20201</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>10</td><td>20202</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>11</td><td>20203</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>12</td><td>20205</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>13</td><td>20206</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>14</td><td>20207</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>15</td><td>20208</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>16</td><td>20209</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>17</td><td>20210</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>18</td><td>20211</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>19</td><td>20301</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>20</td><td>20302</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>21</td><td>20303</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>22</td><td>20305</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>23</td><td>20306</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>24</td><td>20307</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>25</td><td>20308</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>26</td><td>20309</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>27</td><td>20310</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>28</td><td>20311</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>29</td><td>20401</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> </tbody> </table>			LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY	COMMON PROPERTY	—	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	1	20101	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	2	20102	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	3	20103	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	4	20105	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	5	20106	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	6	20107	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	7	20108	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	8	20109	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	9	20201	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	10	20202	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	11	20203	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	12	20205	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	13	20206	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	14	20207	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	15	20208	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	16	20209	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	17	20210	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	18	20211	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	19	20301	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	20	20302	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	21	20303	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	22	20305	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	23	20306	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	24	20307	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	25	20308	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	26	20309	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	27	20310	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	28	20311	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	29	20401	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
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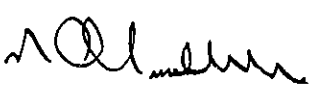
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<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - see section 22 <i>Strata Schemes Development Act 2015</i> 																																																																																																																																																																																												
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 14 of 14 sheet(s)																																																																																										
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Office Use Only</p> <p>Registered:  9/07/2020</p> </div> <div style="width: 50%; text-align: center;"> <p>Office Use Only</p> <p style="font-size: 2em; font-weight: bold;">SP101702</p> </div> </div>																																																																																												
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - see section 22 <i>Strata Schemes Development Act 2015</i> 																																																																																												
<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>LOT</th> <th>SUB ADDRESS No.</th> <th>ADDRESS NUMBER</th> <th>STREET NAME</th> <th>STREET TYPE</th> <th>LOCALITY</th> </tr> </thead> <tbody> <tr><td>300</td><td>23305</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>301</td><td>23306</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>302</td><td>23401</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>303</td><td>23402</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>304</td><td>23403</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>305</td><td>23405</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>306</td><td>23406</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>307</td><td>23501</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>308</td><td>23502</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>309</td><td>23503</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>310</td><td>23505</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>311</td><td>23506</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>312</td><td>-</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> <tr><td>313</td><td>-</td><td>2B</td><td>FIGTREE</td><td>DRIVE</td><td>SYDNEY OLYMPIC PARK</td></tr> </tbody> </table>			LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY	300	23305	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	301	23306	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	302	23401	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	303	23402	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	304	23403	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	305	23405	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	306	23406	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	307	23501	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	308	23502	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	309	23503	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	310	23505	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	311	23506	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	312	-	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK	313	-	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
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<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence:</p> <p>Signature of witness: </p> <p>Name of witness: BEN AMIN WOODS</p> <p>Address of witness: LEVEL 5, 8 OLYMPIC BOULEVARD SYDNEY OLYMPIC PARK NSW 2127</p> </div> <div style="width: 50%;"> <p>Certified correct for the purposes of the Real Property Act 1900 by the authorised officer of the prescribed authority named below.</p> <p>Signature of authorised officer: </p> <p>Authorised officer's name: NICHOLAS HUBBLE</p> <p>Authority of officer: EXECUTIVE DIRECTOR, COMMERCIAL</p> <p>Signing on behalf of: Sydney Olympic Park Authority</p> </div> </div>																																																																																												
<p>PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> EASEMENT FOR ACCESS TO ROOFTOP (WHOLE OF LOT) EASEMENT FOR SECURITY & ASSOCIATED SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (S) EASEMENT FOR TELECOMMUNICATION SERVICES 3.63 WIDE (LIMITED IN STRATUM) (T) EASEMENT FOR MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (M) RESTRICTION ON THE USE OF LAND 																																																																																												
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ePlan

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

(Sheet 1 of 8 sheets)

Plan: **SP101702** **Plan of Subdivision of Lot 2 in DP1252952 covered by Strata Certificate No. 193/2020 Dated 4/7/2020**

Full name and address of the owner of the land: Sydney Olympic Park Authority ABN 68 010 941 405 of Level 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Access to Rooftop (whole of lot)	Common Property	Sydney Olympic Park Authority
2	Easement for Security and Associated Services variable width (limited in stratum) (S)	Common Property	Sydney Olympic Park Authority
3	Easement for Telecommunication Services 3.63 wide (limited in stratum) (T)	Common Property	Lot 4 DP1292952 Lot 4 DP1252952
4	Easement for Maintenance Purposes Variable Width (M)	1, 2, 3, 4, 5, 6, 7, 8, 105, 106,	Common Property
5	Restriction on the Use of Land	All lots	Common Property

Part 2 (Terms)

1 Terms of easement for access to rooftop (whole of lot) numbered 1 in the Plan

1.1 Subject to the conditions of this Easement, the Grantor grants the Grantee and its Authorised Persons the right to enter, pass and repass over the Lot Burdened:

- (a) at all times;
- (b) by foot and with or without equipment and tools; and
- (c) by the most available route including through corridors and lifts,

for the purpose of exercising its rights and complying with its obligations in the Easement secondly referred to in this Instrument.

1.2 The Grantor acknowledges and agrees that access to the Lot Burdened may be regulated by security devices. The Grantor agrees to provide to the Grantee and its Authorised Persons with access to the security devices as necessary (at the Grantee's cost) to allow the Grantee

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 8 sheets)

Plan:

SP101702

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Level 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

and its Authorised Persons to exercise its rights and comply with its obligations in this Easement.

- 1.3 When exercising rights under this Easement, the Grantee and its Authorised Persons must:
- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
 - (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
 - (c) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (d) make good any collateral damage.

2 Terms of easement for security and associated services variable width (limited in stratum) (S) numbered 2 in the Plan

- 2.1 The Grantee and its Authorised Persons may:
- (a) construct, install and utilise Security and Associated Services within the Easement Site;
 - (b) use the Lot Burdened to provide Security and Associated Services from the Easement Site including through existing pipes, conduits and other structures; and
 - (c) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, ducts, conduits, structures and equipment.
- 2.2 In exercising any rights under this Easement, the Grantee and its Authorised Persons must:
- (a) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of the any person authorised by it to exercise the rights granted under this Easement and comply with the Grantor's reasonable directions including in relation to the time and manner of access;
 - (b) not place any Security Equipment or Security Services within the Easement Site that would affect the use and enjoyment of the Lot Burdened or result in the owner of the Lot Burdened being in breach of relevant Laws including the Building Code of Australia and the requirements of any Authority;
 - (c) ensure the operation of the Security and Associated Services does not include surveillance of any part of the Lot Burdened;

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 8 sheets)

Plan: Plan of Subdivision of Lot 2 in DP1252952 covered by
Strata Certificate No. 193/2020 Dated 4/7/2020

SP101702

Full name and address of the owner of the land: Sydney Olympic Park Authority ABN 68 010 941 405 of
Level 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

-
- (d) ensure any services including equipment and apparatus associated with the Security and Associated Services are discretely located within the Easement Site and, if visible from any other public space, must be suitably screened; and
- (e) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any service to the Lot Burdened.
- 2.3 When they exercise their rights under this Easement, the Grantee and its Authorised Persons must:
- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened; and
- (c) cause as little damage as practicable to the Lot Burdened and any improvement on it; and
- (d) make good any collateral damage; and
- (e) not interfere with the structural integrity of the Lot Burdened or any building or infrastructure on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.
- 2.4 The Grantee must maintain its own Security and Associated Services.
- 3 Terms for Easement for Telecommunication Services 3.63 wide (limited in stratum) (T) numbered 3 in the Plan**
- 3.1 In this easement, “**services**” means the telecommunication services including wires, conduits, apparatus including satellite dish/antennae, plant, pipes, cables, tubes.
- 3.2 Subject to **clause 3.4**, the Grantee and its Authorised Persons may:
- (a) provide services through the Lot Burdened, but only within the Easement Site;
- (b) install a satellite dish or antennae on the roof of the lot burdened, but only within the Easement Site; and
- (c) do anything reasonably necessary for that purpose, including:
- (i) entering the Lot Burdened; and
- (ii) taking anything on to the Lot Burdened; and
- (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
- 3.3 In exercising those powers, the Grantee and its Authorised Persons must:

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 4 of 8 sheets)

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SP101702

Full name and address of the owner of the land: Sydney Olympic Park Authority ABN 68 010 941 405 of
Level 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

-
- (a) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of the any person authorised by it to exercise the rights granted under this Easement and comply with the Grantor's reasonable directions including in relation to the time and manner of access;
 - (b) not place any services or any satellite dish or antennae within the Easement Site that would affect the use and enjoyment of the Lot Burdened or result in the owner of the Lot Burdened being in breach of relevant Laws including the Building Code of Australia and the requirements of any Authority;
 - (c) ensure all work is done properly;
 - (d) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
 - (e) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (f) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (g) make good any collateral damage.

3.4 Any services including equipment and apparatus associated with the services must be discretely located within the Easement Site and, if visible from any other public space, must be suitably screened.

4 Terms for Easement for Maintenance Purposes Variable Width (M) numbered 4 in the Plan

4.1 The Owners Corporation may:

- (a) with prior reasonable notice given to the owner or occupier of a Lot Burdened, use the Easement Site for the purpose of carrying out necessary work on the common property including maintenance and repair of the building facade, landscaping and boundary fences which cannot otherwise reasonably be carried out; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering into the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out necessary works.

4.2 In exercising the rights under **clause 4.1**, the Owners Corporation must:

- (a) ensure that all work on the common property is done properly and carried out as quickly as is practicable;

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 5 of 8 sheets)

Plan:

SP101702

**Plan of Subdivision of Lot 2 in DP1252952 covered by
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**Full name and address of the
owner of the land:**

Sydney Olympic Park Authority ABN 68 010 941 405 of
Level 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

-
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.

5 Terms of Restriction on Use numbered 5 in the Plan.

- 5.1 No Car Space may be used by persons other than an occupant of an Apartment or a visitor of an occupant of an Apartment.
- 5.2 No Storage Cage may be used by persons other than an occupant of an Apartment.
- 5.3 An owner, occupant, tenant, lessee or registered proprietor of a Lot Burdened must not enter into an agreement to lease or licence of a Car Space or Storage Cage to a person other than an owner, occupant, tenant, lessee or resident of an Apartment or transfer ownership of a Car Space or Storage Space to a person other than an owner of an Apartment.

Name of Authority whose consent is required to release, vary or modify restriction numbered 5 in the Plan is Sydney Olympic Park Authority.

6 Definitions

In this Instrument, unless the context otherwise requires:

Apartment means the part of a lot in:

- (a) the Strata Scheme; or
- (b) SP100778,

that is used for residential accommodation.

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

Authorised User means:

- (a) any person authorised by the Grantee and includes the Grantee's tenants, employees, agents, contractors, licensees and invitees; and
- (b) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

Car Space means that part of a lot in the Strata Scheme used for car parking, exclusive of service vehicle and visitor car spaces.

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 6 of 8 sheets)

Plan:	Plan of Subdivision of Lot 2 in DP1252952 covered by Strata Certificate No. 193/2020 Dated 4/7/2020
SP101702	
Full name and address of the owner of the land:	Sydney Olympic Park Authority ABN 68 010 941 405 of Level 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

Easement Site in relation to an Easement, means:

- (a) the site of the Easement identified in the Plan; and
- (b) all items within the site of an Easement identified in the Plan which are the subject of an Easement.

Grantee means:

- (a) the registered proprietor of a Lot Benefited; and
- (b) an Authority Benefited.

Grantor means the registered proprietor of a Lot Burdened.

Instrument means this section 88B instrument.

Lot Benefited means the whole or any part of the lot having the benefit of an Easement.

Lot Burdened means the whole or any part of the lot having the burden of the Easement.

Owners Corporation means the owners corporation for the Strata Scheme and includes any contractor or authorised person of the Owners Corporation.

Plan means the plan to which this Instrument relates.

Security and Associated Services means security equipment of any kind used in connection with the security of Sydney Olympic Park.

Storage Cage means that part of a lot in the Strata Scheme that is designated for storage.

Strata Scheme means the strata scheme created on registration of the Plan.

7 Interpretation

7.1 In this Instrument:

- (a) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (b) the singular includes the plural and vice versa;
- (c) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority;
- (d) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

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(Sheet 7 of 8 sheets)

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(f) 'include' (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

7.2 Part or all of any provision of this instrument that is illegal or unenforceable may be severed from this instrument and the remaining provisions of this instrument continue in force.

8 Release

8.1 The Grantee and its Authorised Users enter upon the Lots Burdened at their own risk and release the Grantor from all damage, expense, loss, claims or liability of any nature that may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lots Burdened under the terms of this easement except to the extent caused by the Grantor or its Authorised Persons.

ePlan

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(Sheet 8 of 8 sheets)

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Level 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

Executed for and on behalf of
Sydney Olympic Park Authority
ABN 68 010 941 405 by an authorised officer, in
the presence of:



Signature of witness

BENJAMIN WOODS

Name of witness in full



Signature of authorised officer, who by executing this
deed or otherwise, does not accept any liability in any
capacity (personal or otherwise)

NICHOLAS HUBBLE

Name of authorised officer in full

EXECUTIVE DIRECTOR, COMMERCIAL
Capacity of authorised officer

REGISTERED



9/07/2020

SURROUND SURVEY

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

HEIGHT SCHEDULE			
MARK	CLASS	ORDER	HEIGHT DATUM
VALVE	LC	1.3	FROM SCMS - DATUM VALIDATION
SSM 125144	LC	1.3	FROM SCMS - DATUM VALIDATION
SSM 125145	LC	4	FROM SCMS - DATUM VALIDATION
SSM 125146	LC	1.3	FROM SCMS - DATUM VALIDATION
SSM 125311	LC	1.3	FROM SCMS - DATUM VALIDATION

SHORT ARC & LINE TABLE

No.	BEARING	DISTANCE	ARC	RAIUS
1	335° 29' 30"	12.6	A 12.6	R 838.5
2	343° 13' 45"	6.38	-	-

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 125146	SSM 125145	-1.015	DIFFERENTIAL LEVELING
SSM 125144	SSM 125144	-5.597	DIFFERENTIAL LEVELING
SSM 125144	SSM 125311	1.587	DIFFERENTIAL LEVELING
SSM 125311	SSM 125146	5.025	DIFFERENTIAL LEVELING

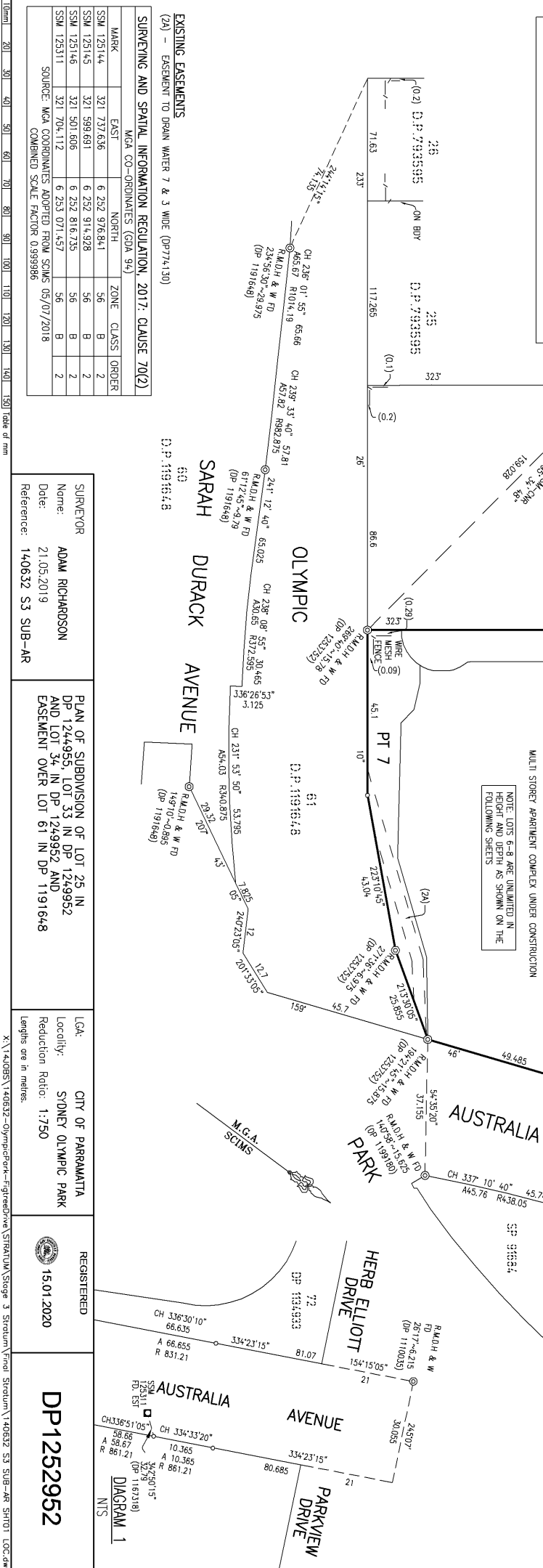
SCHEDULE OF FOOTPRINT AREAS

LOT	AREA	DETAILS	No. OF PARTS
1	1938m ²	BUILDING 1	12
2	8891m ²	BUILDING 2	13
3	1910m ²	BUILDING 3	12
4	2814m ²	RETAIL	3
5	3594m ²	BUILDING 5	12
6	925m ²	FUTURE ROAD	12
7	872.1m ²	PARK	12
8	665.0m ²	PARK	12

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

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

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



EXISTING EASEMENTS			
(2A) -	EASEMENT TO DRAIN WATER 7 & 3 WIDE (DP774.130)		
SURVEYING AND SPATIAL INFORMATION REGULATION 2017: CLAUSE 70(2)			
MARK	EAST	NORTH	ZONE
SSM 125144	321 737.636	6 252 976.841	56 B
SSM 125145	321 599.691	6 252 914.928	56 B
SSM 125146	321 501.606	6 252 816.235	56 B
SSM 125311	321 704.112	6 253 071.457	56 B

SURVEYOR
Name: ADAM RICHARDSON
Date: 21.05.2019
Reference: 140632 S3 SUB-AR

PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648

LGA: CITY OF PARAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:750
Lengths are in metres.

REGISTERED
15.01.2020

DP1252952
DIAGRAM 1
NTS

BASEMENT LEVEL 4

LOTS SHOWN ON THIS LEVEL ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT 3 SHEET 3. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

FIGURE



AVENUE

TABLE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
1	124'11"	1.305	1.335
2	119'28'30"	5.13	5.18
3	164'28'20"	4.045	4.07

- EASEMENT:
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.5)
EXISTING EASEMENTS:
(1C) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536221)
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)
- KEY
[ULID] - DENOTES LOT IS UNLIMITED IN DEPTH

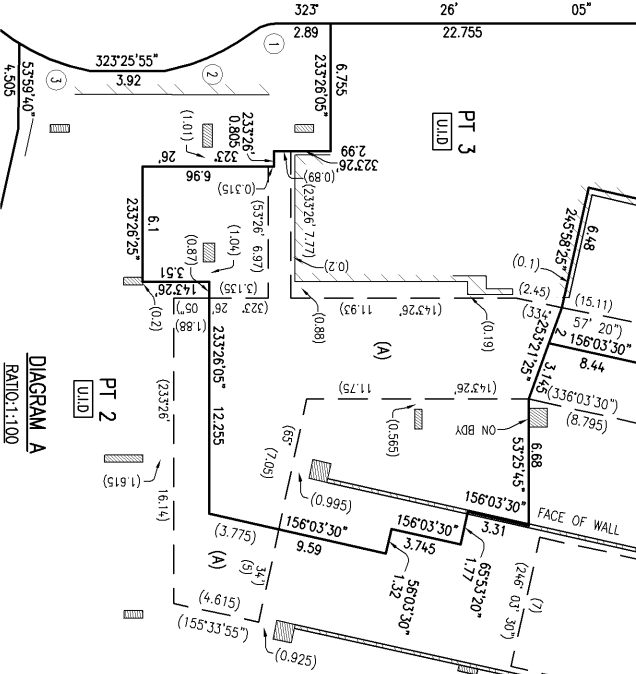


DIAGRAM A

RATIO:1:100

SURVEYOR
Name: ADAM RICHARDSON
Date: 21.05.2019
Reference: 140632 S3 SUB-AIR

PLAN OF SUBDIVISION OF LOT 25 IN
DP 1244955, LOT 33 IN DP 1249952
AND LOT 34 IN DP 1249952 AND
EASEMENT OVER LOT 61 IN DP 1191648

LGA: CITY OF PARRAMATTA
Locality: STONEY OLYMPIC PARK
Reduction Ratio: 1:400

REGISTERED
15.01.2020
DP1252952

BASEMENT LEVEL 3

FIGURE

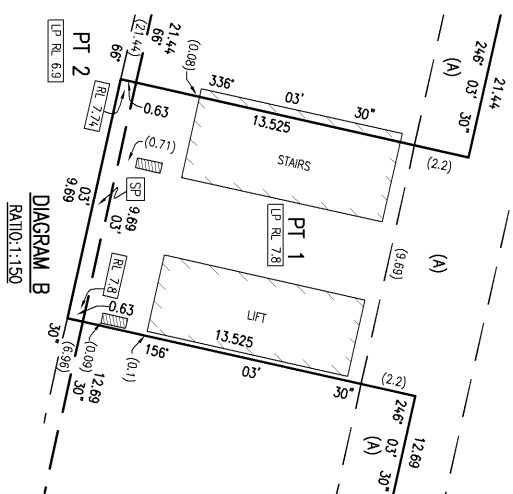
LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT 2 SHEET 5.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.



AVENUE

M.C.A.
SCIMS

- EASEMENT:
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.5)
- EXISTING EASEMENTS:
(A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)
(IC) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536221)
(IE) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)
- KEY
[LP RL...] - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
[SP] - DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S



(X) RESTRICTION(S) ON THE USE OF LAND (DP1244955)
(Y) RESTRICTION(S) ON THE USE OF LAND (DP1249952)

SURVEYOR
Name: ADAM RICHARDSON
Date: 21.05.2019
Reference: 140632 S3 SUB-AR

PLAN OF SUBDIVISION OF LOT 25 IN
DP 1244955, LOT 33 IN DP 1249952
AND LOT 34 IN DP 1249952 AND
EASEMENT OVER LOT 61 IN DP 1191648

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:400
Lengths are in metres.

REGISTERED
15.01.2020

DP1252952

BASEMENT LEVEL 3 - DIAGRAM

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT 2 SHEET 5. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

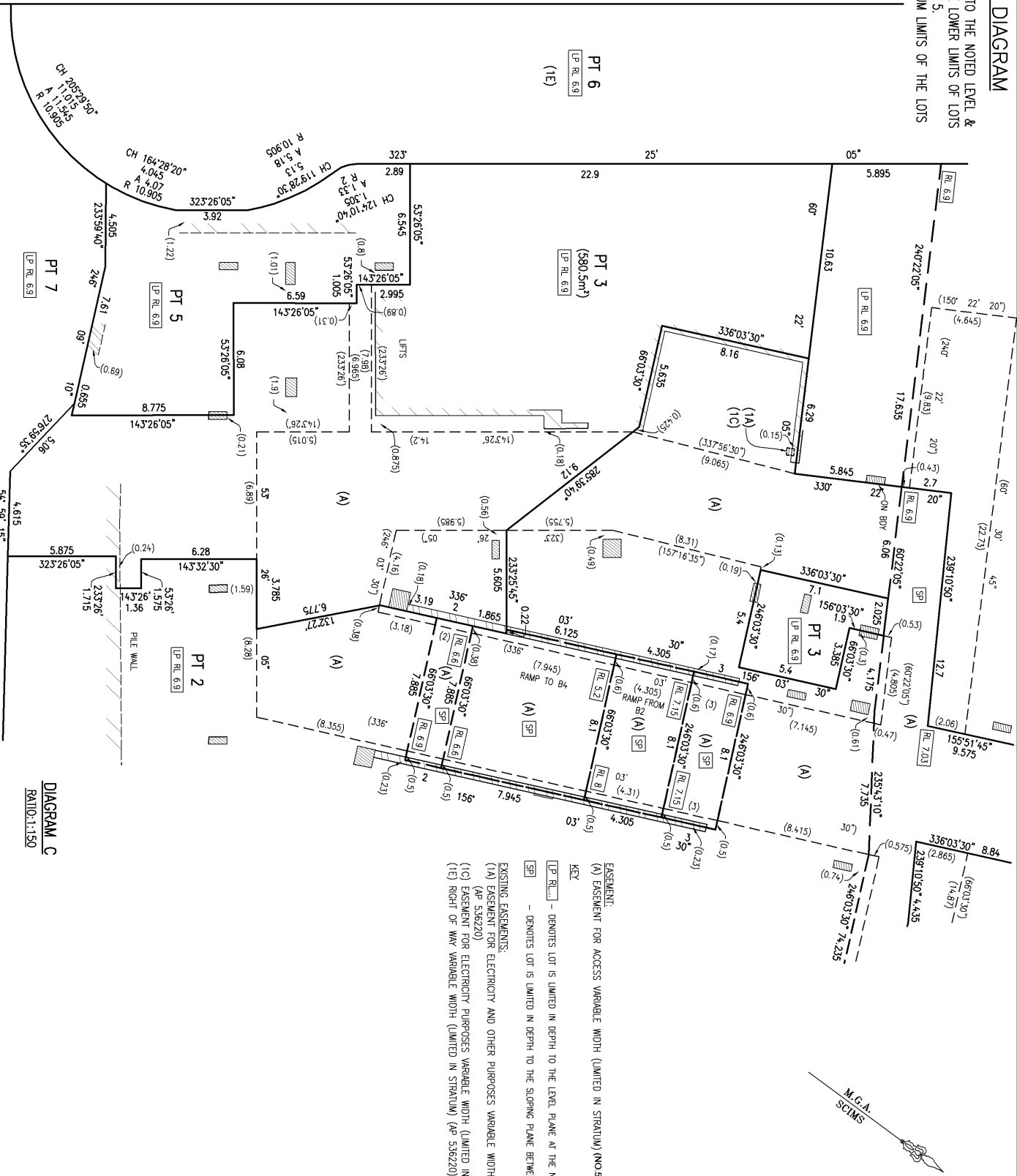


DIAGRAM C
RATIO: 1:150

EASEMENT:
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.5)
KEY
[SP] - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
[SP] - DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S
EXISTING EASEMENTS:
(1A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)
(1C) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536221)
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)

SURVEYOR
Name: ADAM RICHARDSON
Date: 21.05.2019
Reference: 140632 S3 SUB-AR

PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648

LGA: CITY OF PARRAMATTA
Locality: STONEY OLYMPIC PARK
Reduction Ratio: 1:150

REGISTERED
15.01.2020

DP1252952

BASEMENT LEVEL 2

FIGURE

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLACES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT 1 SHEET 7. EASEMENTS ARE LIMITED IN STRUTUM TO THE STRUTUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

DRIVE

AVENUE

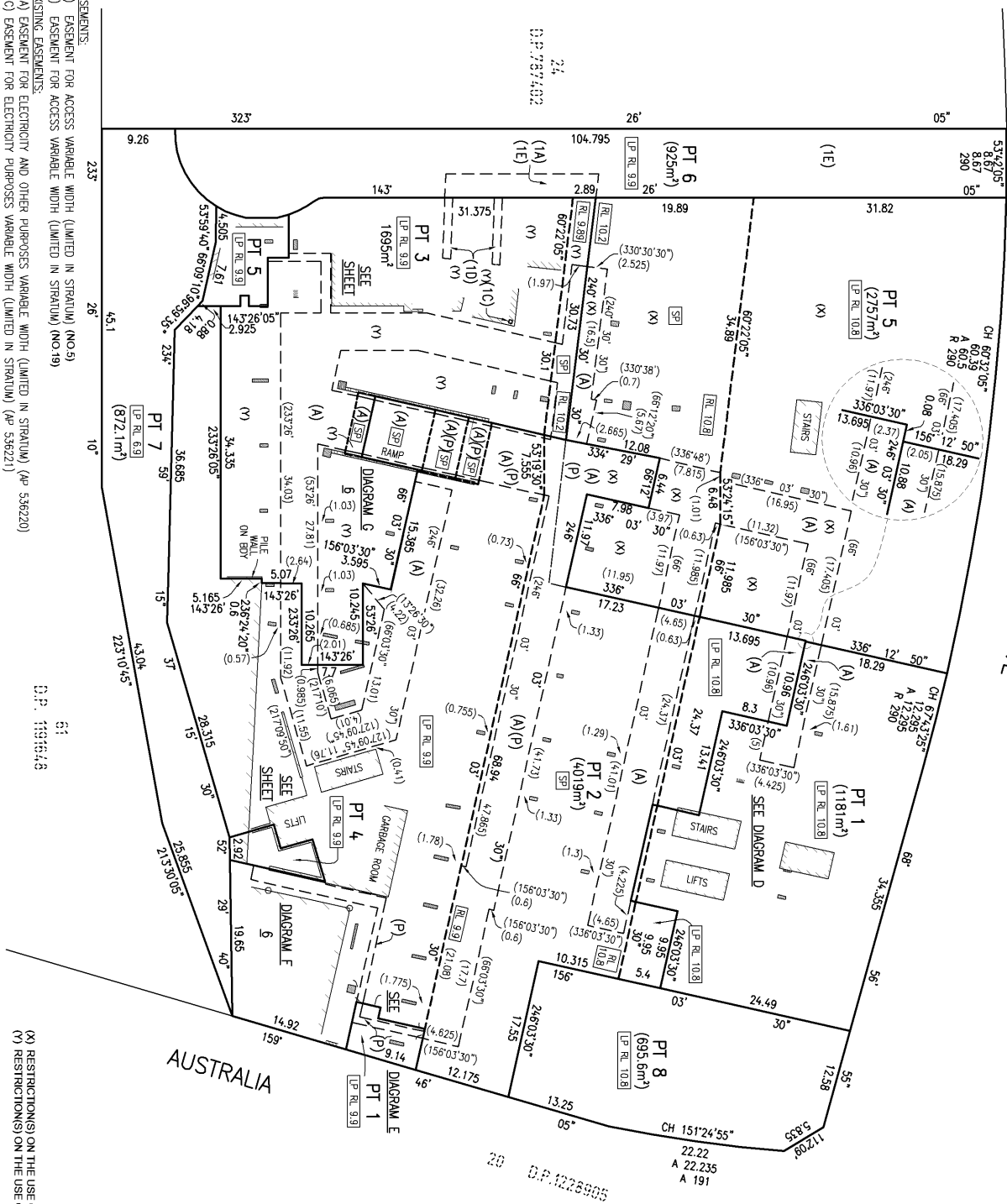


DIAGRAM E
RATIO:1:150

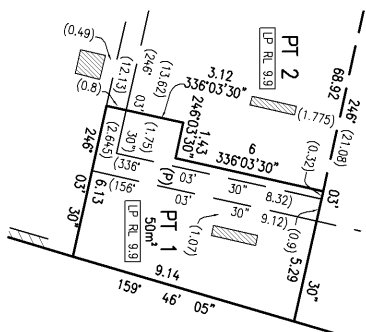
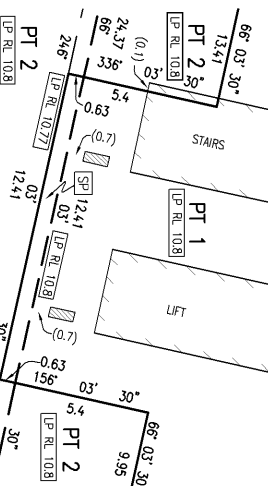


DIAGRAM D
RATIO:1:150



EASEMENTS:
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.5)
(P) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.19)
EXISTING EASEMENTS:
(A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRUTUM) (AP 536220)
(C) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRUTUM) (AP 536221)
(D) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRUTUM) (AP 536221)
(IE) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRUTUM) (AP 536220)
KEY
[P] RL... - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
[SP] - DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

SURVEOR
Name: ADAM RICHARDSON
Date: 21.05.2019
Reference: 140632 S3 SUB-AIR

PLAN OF SUBDIVISION OF LOT 25 IN
DP 1244955, LOT 33 IN DP 1249952
AND LOT 34 IN DP 1249952 AND
EASEMENT OVER LOT 61 IN DP 1191648

LGA: CITY OF PARAMATTA
Locality: STONEY OLYMPIC PARK
Reduction Ratio: 1:400

REGISTERED
15.01.2020

DP1252952

BASEMENT LEVEL 2 - DIAGRAM

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT 1 SHEET 7. EASEMENTS ARE LIMITED IN STRUTUM TO THE STRUTUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

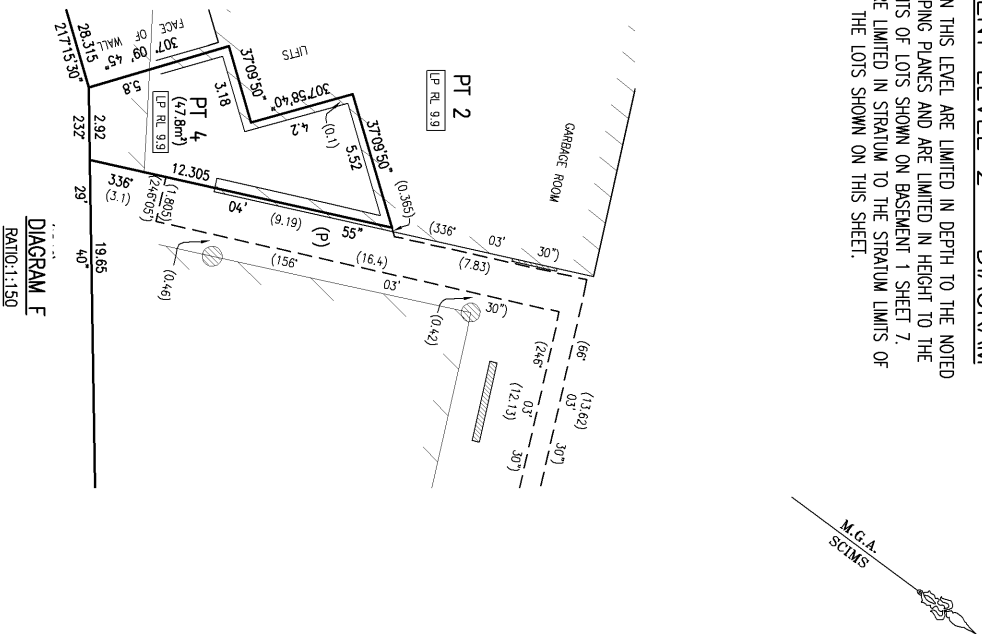
DIAGRAM F
RATIO:1:150

TABLE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
4	124'10.40"	1.305	1.33
5	119'28.30"	5.13	10.905
6	129'04.10"	1.495	10.905
7	164'22.20"	4.045	10.905
8	205'29.50"	11.015	10.905

EASEMENT:

- (A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.9)
(P) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.19)

EXISTING EASEMENTS:

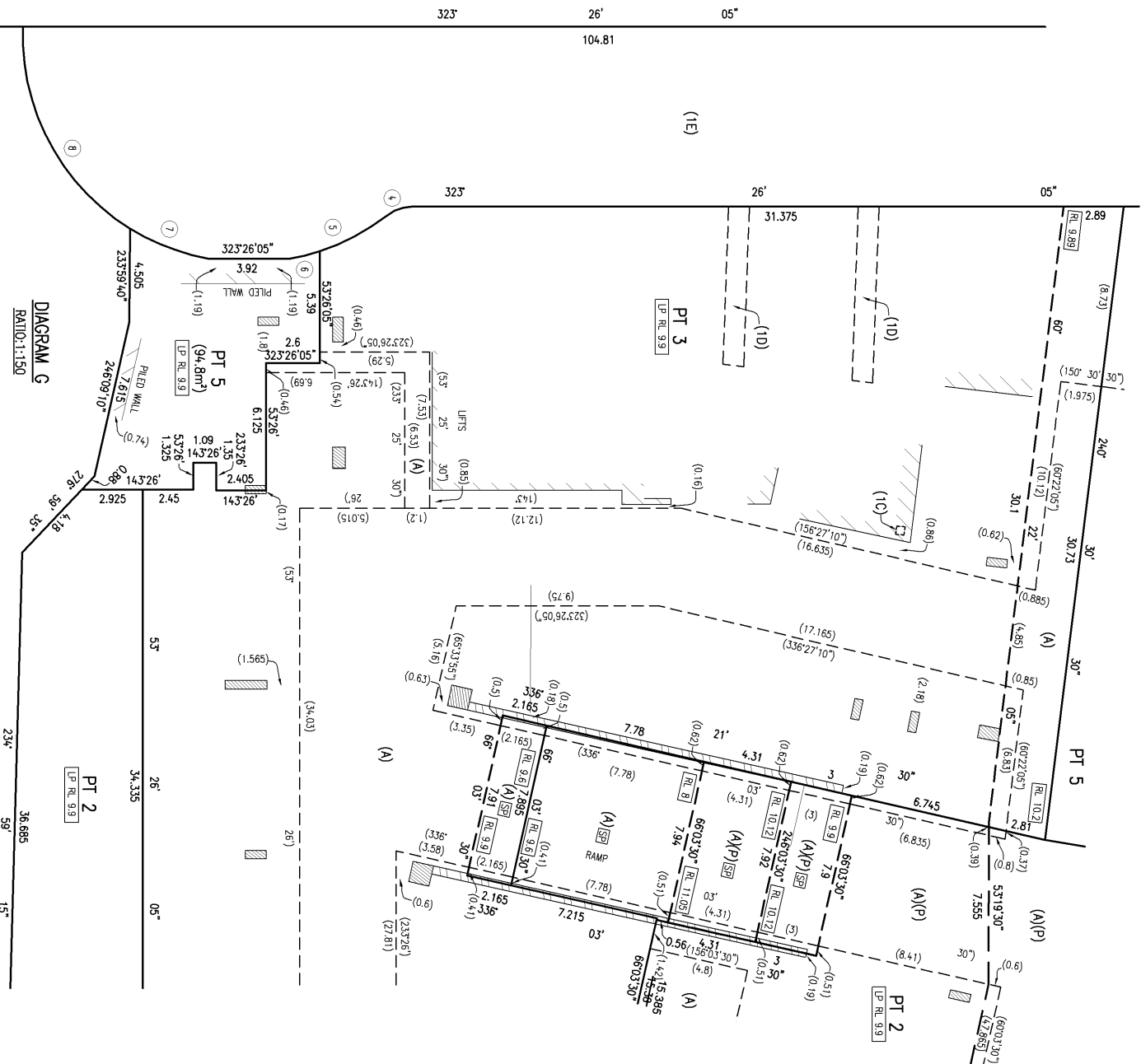
- (1C) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRUTUM) (AP 536221)
(1D) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRUTUM) (AP 536221)
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRUTUM) (AP 536220)

KEY

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

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

Dimm: 20' 30' 40' 50' 60' 70' 80' 90' 100' 110' 120' 130' 140' 150' Note of mm

DIAGRAM G
RATIO:1:150

SURETOR
Name: ADAM RICHARDSON
Date: 21.05.2019
Reference: 140632 S3 SUB-AIR

PLAN OF SUBDIVISION OF LOT 25 IN
DP 1244955, LOT 33 IN DP 1249952
AND LOT 34 IN DP 1249952 AND
EASEMENT OVER LOT 61 IN DP 1191648

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:150
Lengths are in metres.

REGISTERED
15.01.2020

DP1252952

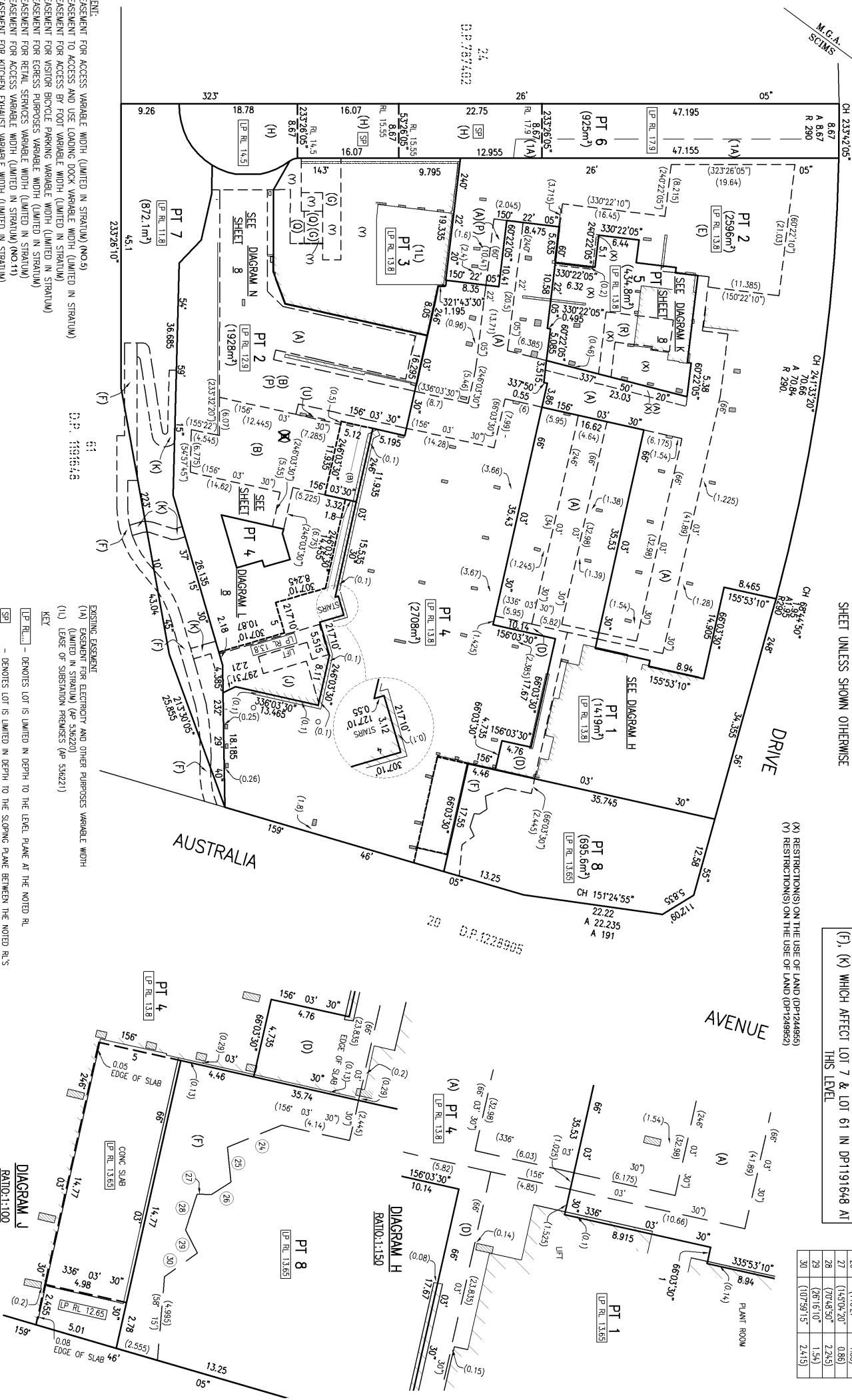
BASEMENT LEVEL 1

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES, AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 1 SHEET 10. EASEMENTS ARE LIMITED IN STRUTUM TO THE STRUTAL LIMITS OF THE LOTS SHOWN ON THIS SHEET UNLESS SHOWN OTHERWISE

SEE SHEET 20 AND 21 FOR EASEMENTS
WHICH AFFECT LOT 7 & LOT 61 IN DP1
THIS LEVEL

23	(47°51'40"	2.0/3)
26	(110°27'	1.38)
27	(145°04'20"	0.86)
28	(70°48'50"	2.245)

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
24	(121°27'	3.49)
25	(47°37'40"	2.075)
26	(110°22'	1.38)
27	(145°04'.20"	0.86)
28	(70°48'50"	2.245)
29	(261°6'10"	1.54)
30	(107°59'15"	2.415)



EASEMENT:

- (a) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.5)
- (b) EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)
- (c) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM)
- (d) EASEMENT FOR VISITOR BICYCLE PARKING VARIABLE WIDTH (LIMITED IN STRATUM)
- (e) EASEMENT FOR EXPRESS PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
- (f) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)
- (g) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.11)
- (h) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)
- (i) EASEMENT FOR CONSTRUCTION AND USE OF STAIRS VARIABLE WIDTH (LIMITED IN STRATUM)
- (j) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.19)
- (k) EASEMENT FOR ACCESSIBLE ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (l) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.21)
- (m) EASEMENT FOR GASEX ARRESTOR PUMP-OUT PURPOSES 0.25 WIDE (LIMITED IN STRATUM)

03-181678

EXISTING EASEMENT

- (1A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRUTUM) (AP 536220)
- (11L) LEASE OF SUBSTATION PREMISES (AP 536221)

KEY

[LP RL...] - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED R

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

OR

ADAM RICHARDSON

Date: 21.05.2019

Reference: 140632 S3 SUB-AR

CITY OF PARRAMATTA

Locality: SYDNEY C

Reduction Ratio: 1:400

Lengths are in metre

DP1252952

EASEMENT LEVEL 1 - EASEMENT DIAGRAM

EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 1 SHEET 10.

KEY

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

EASEMENT:

(G) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)

EXISTING EASEMENTS:

(1A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)

(1B) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536221)

(1D) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536221)

(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)

(1F) LEASE OF SUBSTATION PREMISES (AP 536221)

(1G) LEASE OF SUBSTATION PREMISES (AP 536221)

DIAGRAM P
RATIO:1:150

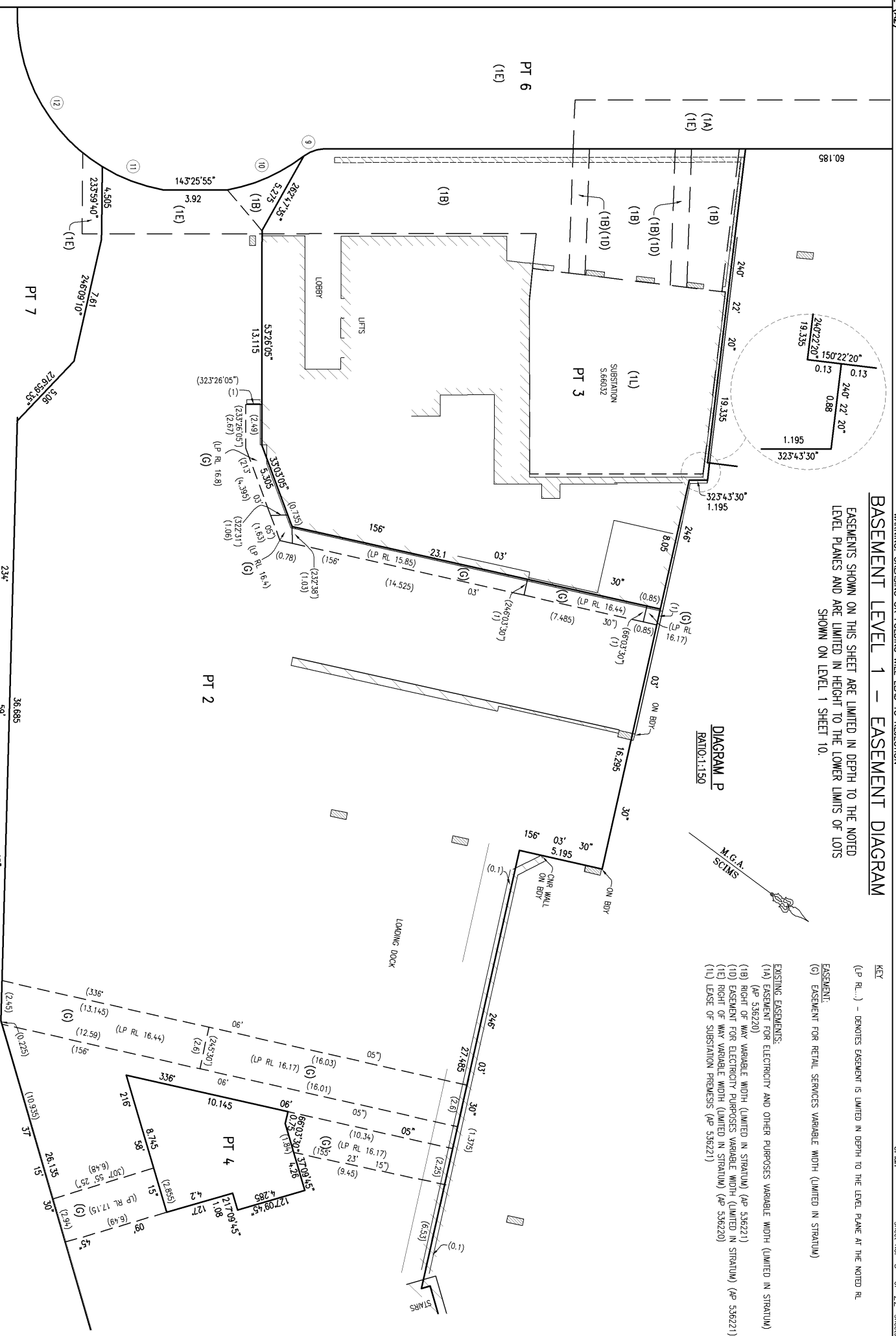


TABLE OF CURVED LINES		
No.	CHORD	RADIUS
9	124'11"	1.305
10	119'28'30"	5.13
11	164'28'20"	4.045
12	205'29'50"	11.015

SURVEYOR
Name: ADAM RICHARDSON
Date: 21.05.2019
Reference: 140632 S3 SUB-AR

PLAN OF SUBDIVISION OF LOT 25 IN
DP 1244955, LOT 33 IN DP 1249952
AND LOT 34 IN DP 1249952 AND
EASEMENT OVER LOT 61 IN DP 1191648

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:150

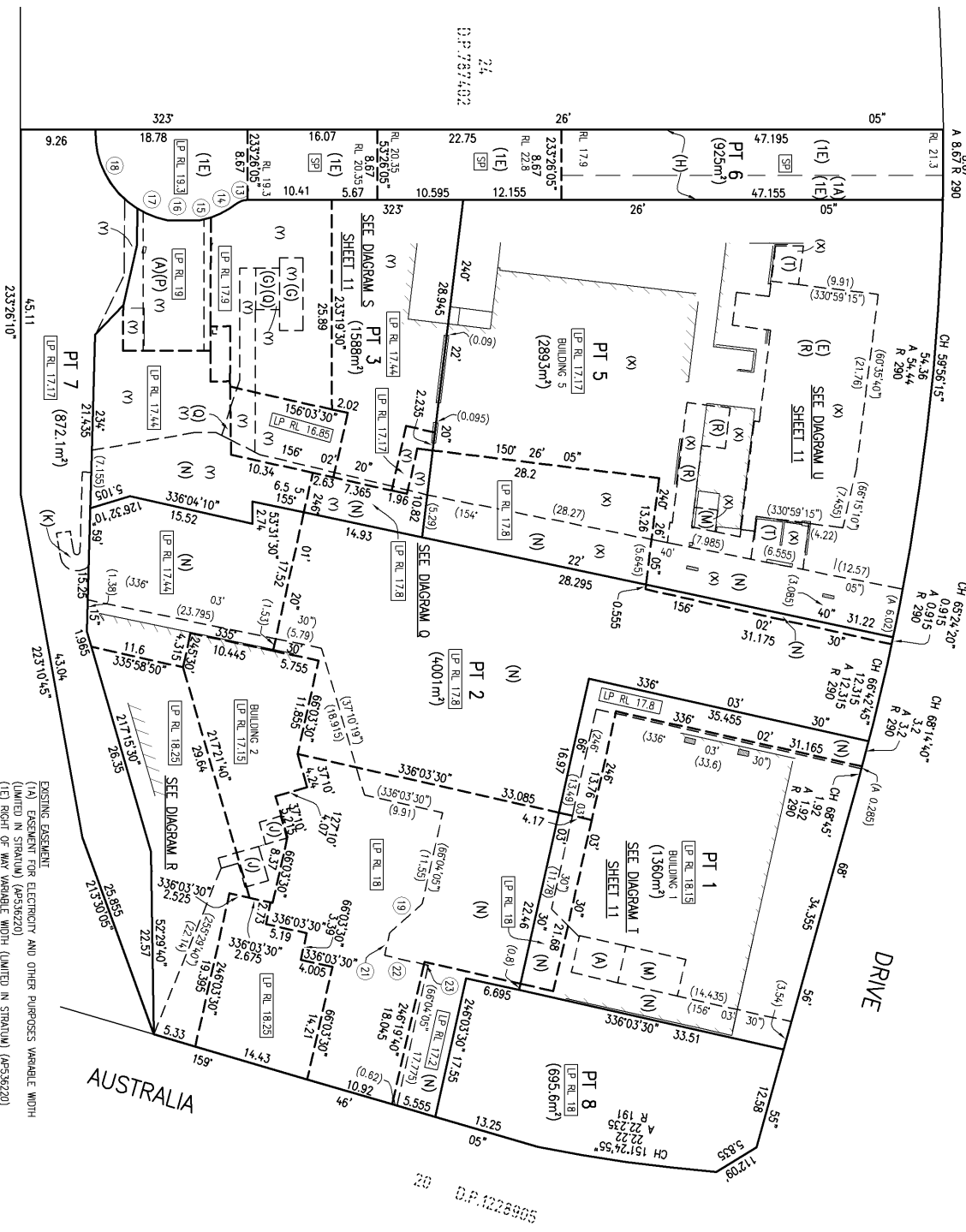
REGISTERED
15.01.2020

DP1252952

LEVEL 1 NOTE: THERE IS NO GROUND FLOOR IN THIS DEVELOPMENT

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL AND SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 2-8 SHEET 12. EASEMENTS ARE LIMITED IN STRUTUM TO THE STRUTUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

FIGURE



SEE SHEET 20 AND 21 FOR EASEMENTS (F), (K) WHICH AFFECT LOT 7 AT THIS LEVEL

AVENUE

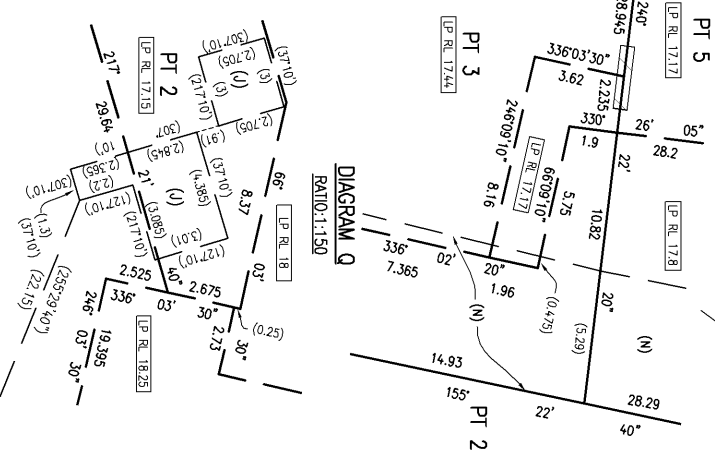


TABLE OF SHORT LINES

No.	BEARING	DISTANCE
16	142.76°	3.92
19	(017)49.55°	5.38
21	(60.03°30')	2.86
22	(336.03°30')	4.995
23	(336.03°30')	0.535

TABLE OF CURVED LINES

No.	CHORD	ARC	RADIUS
13	124°11'	1.305	1.335
14	115°41'20"	3.72	3.74
15	129°17'50"	1.44	1.44
17	164°28'20"	4.05	4.07
18	205°29'50"	11.015	11.59

- EASEMENTS:
- (A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.6)
 - (B) EASEMENT FOR VISITOR BICYCLE PARKING VARIABLE WIDTH (LIMITED IN STRUTUM)
 - (C) EASEMENT FOR EXPRESS PURPOSES VARIABLE WIDTH (LIMITED IN STRUTUM)
 - (D) EASEMENT FOR REMIL SERVICES VARIABLE WIDTH (LIMITED IN STRUTUM)
 - (E) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.11)
 - (F) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRUTUM)
 - (G) EASEMENT FOR CONSTRUCTION AND USE OF STAIRS VARIABLE WIDTH (LIMITED IN STRUTUM)
 - (H) EASEMENT FOR WALKBOX VARIABLE WIDTH (LIMITED IN STRUTUM)
 - (I) EASEMENT FOR ACCESS AND RECREATION VARIABLE WIDTH (LIMITED IN STRUTUM)
 - (J) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.19)
 - (K) EASEMENT FOR ACCESSIBLE ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM)
 - (L) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.21)
 - (M) EASEMENT TO ACCESS AND USE FACILITIES VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.23)

SURVEYOR Name: ADAM RICHARDSON Date: 21.05.2019 Reference: 140632 S3 SUB-AR		PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	
LGA: CITY OF PARRAMATTA Locality: STONEY OLYMPIC PARK Reduction Ratio: 1:400		REGISTERED 15.01.2020 DP1252952	

LEVEL 1 - DIAGRAM

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THEIR LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 2-8 SHEET 12. EASEMENTS ARE LIMITED IN STRUTUM TO THE STRUTUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

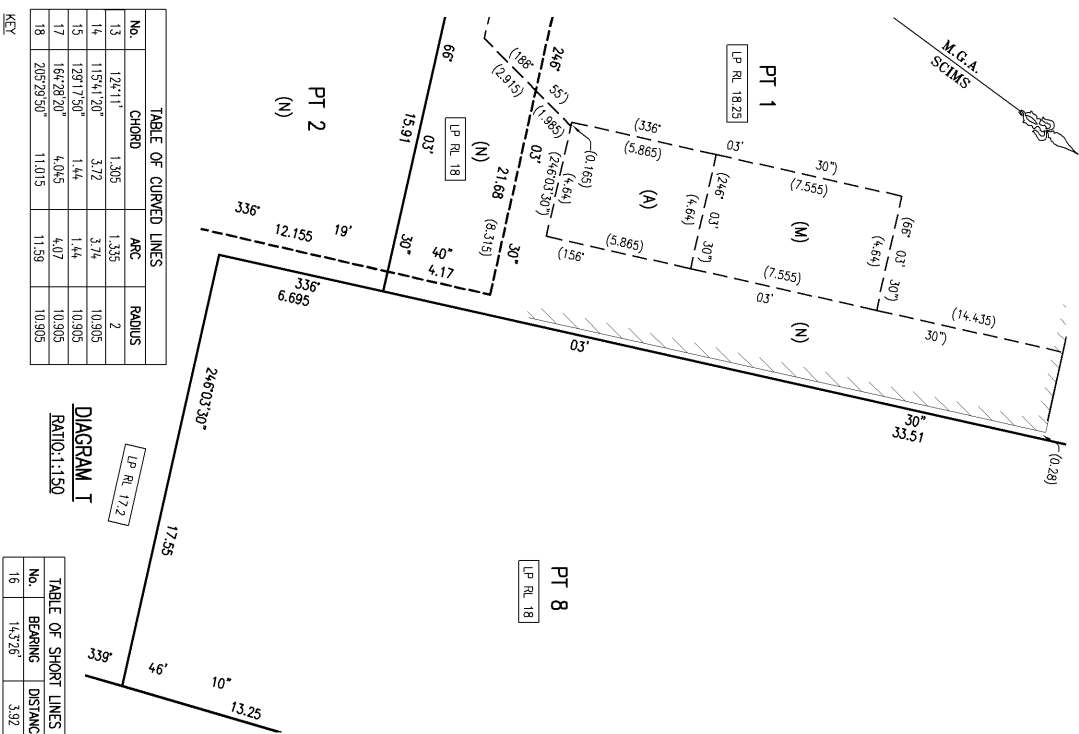


TABLE OF CURVED LINES		
No.	CHORD	ARC
13	124.11	1.335
14	115.4120	3.72
15	129.750	1.44
17	164.2820	4.05
18	205.2930	11.015

DIAGRAM T
RATIO:1:150

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
16	143.26	3.92

KEY
LP RL... - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
SP - DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

EASEMENTS:

- (A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.5)
(E) EASEMENT FOR VISITOR BICYCLE PARKING VARIABLE WIDTH (LIMITED IN STRUTUM)
(G) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRUTUM)
(M) EASEMENT FOR MAILBOX VARIABLE WIDTH (LIMITED IN STRUTUM)
(N) EASEMENT FOR ACCESS AND RECREATION VARIABLE WIDTH (LIMITED IN STRUTUM)
(O) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.19)
(P) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.21)
(T) EASEMENT TO ACCESS AND USE FACILITIES VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.23)

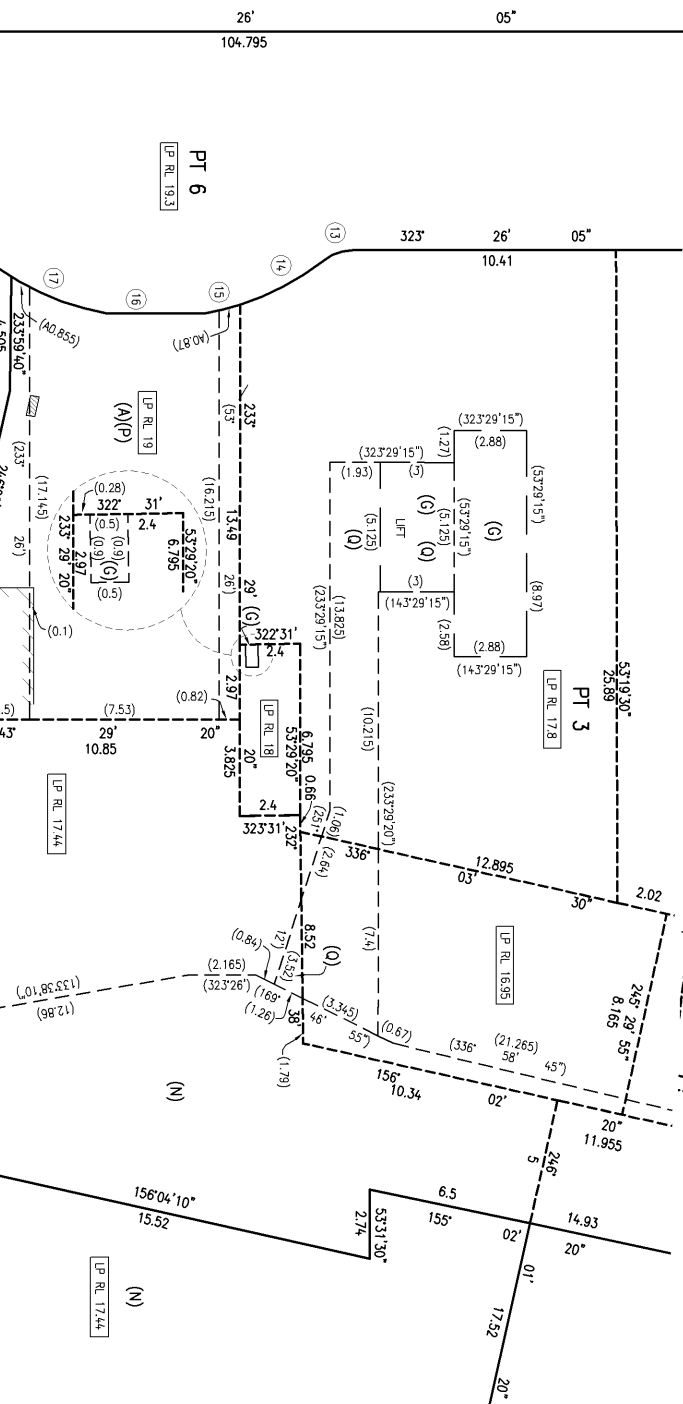
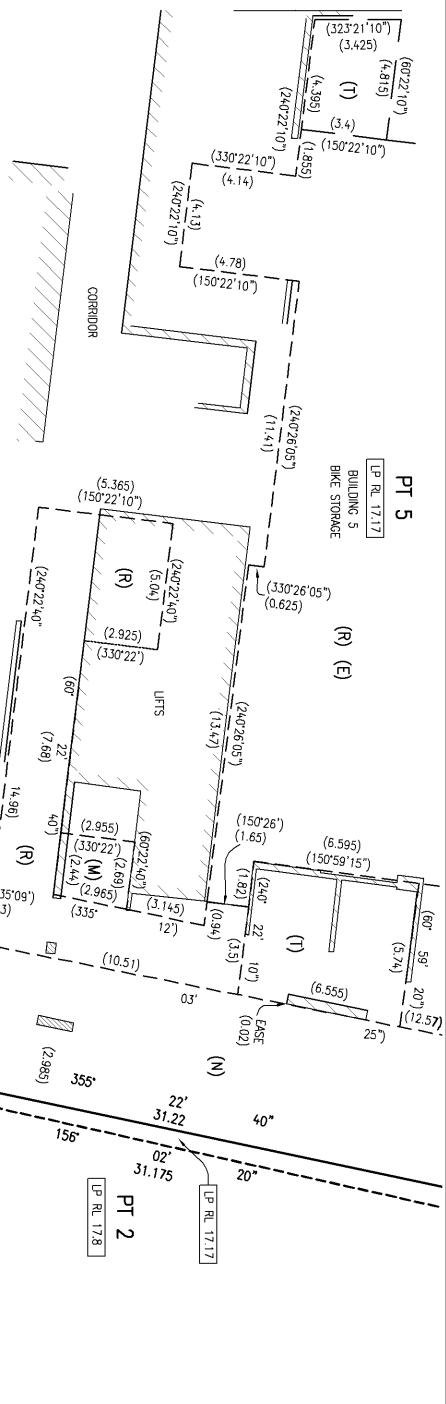


TABLE OF CURVED LINES		
No.	CHORD	ARC
13	124.11	1.335
14	115.4120	3.72
15	129.750	1.44
17	164.2820	4.05
18	205.2930	11.015

DIAGRAM T
RATIO:1:150

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
16	143.26	3.92

KEY
LP RL... - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
SP - DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

EASEMENTS:

- (A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.5)
(E) EASEMENT FOR VISITOR BICYCLE PARKING VARIABLE WIDTH (LIMITED IN STRUTUM)
(G) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRUTUM)
(M) EASEMENT FOR MAILBOX VARIABLE WIDTH (LIMITED IN STRUTUM)
(N) EASEMENT FOR ACCESS AND RECREATION VARIABLE WIDTH (LIMITED IN STRUTUM)
(O) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.19)
(P) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.21)
(T) EASEMENT TO ACCESS AND USE FACILITIES VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.23)

SURVEYOR
Name: ADAM RICHARDSON
Date: 21.05.2019
Reference: 140632 S3 SUB-AR

PLAN OF SUBDIVISION OF LOT 25 IN
DP 1244955, LOT 33 IN DP 1249952
AND LOT 34 IN DP 1249952 AND
EASEMENT OVER LOT 61 IN DP 1191648

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:150

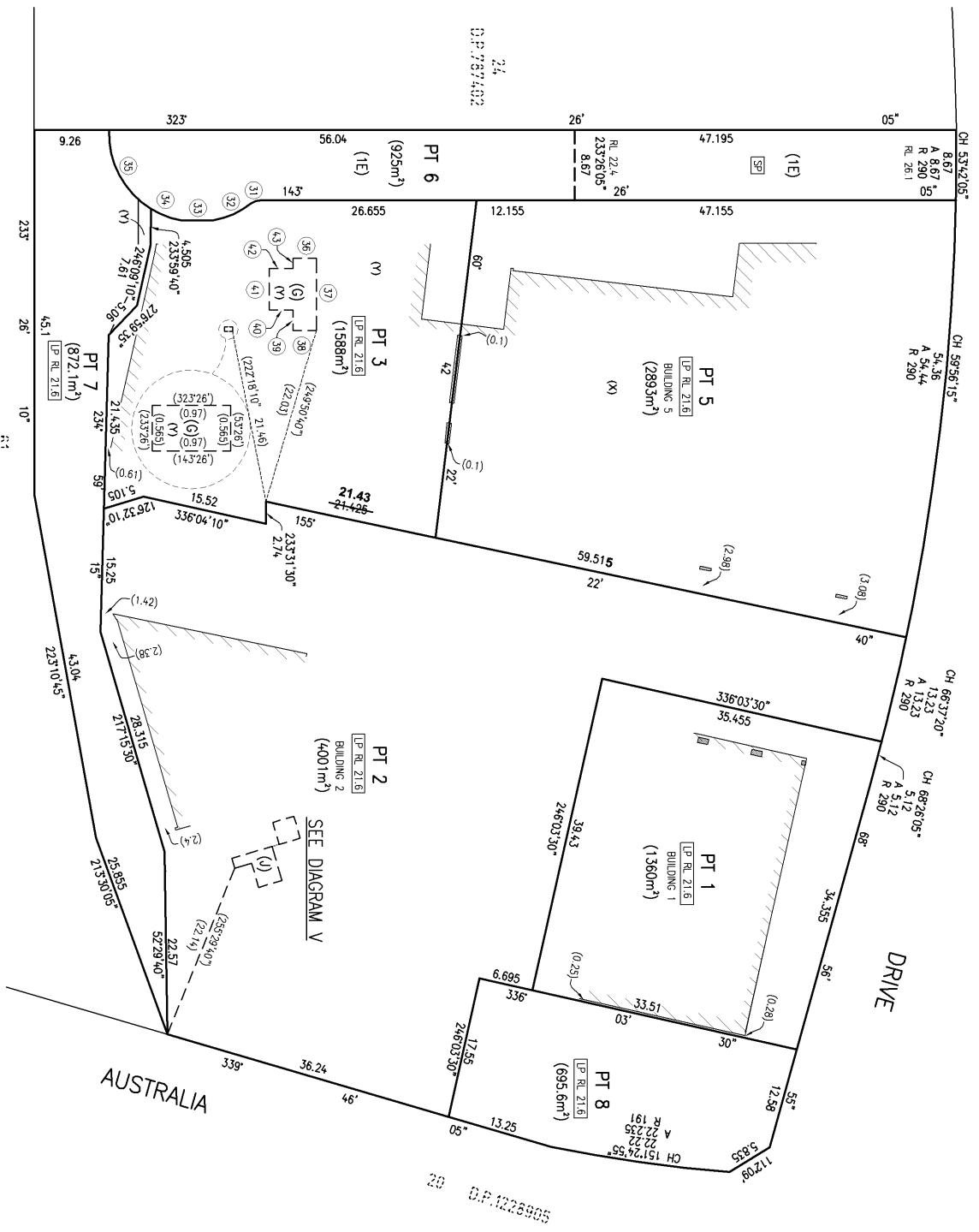
REGISTERED
15.01.2020

DP1252952

LEVEL 2 TO 8

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 9 SHEET 13. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET UNLESS SHOWN OTHERWISE.

FIGURE



AVENUE

M.C.A. SCIMS

DIAGRAM V
RATIO:1:150

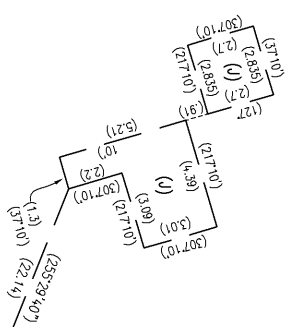


TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
33	323°26'	3.92
36	(145°31'50" 2.88)	
37	(233°26' 8.97)	
38	(323°26' 2.865)	
39	(53°26' 2.58)	
40	(145°29'15" 2.935)	
41	(53°28'30" 5.125)	
42	(145°29'15" 2.94)	
43	(53°26' 1.27)	

TABLE OF CURVED LINES		
No.	CHORD	RADIUS
31	124°11'	1.335
32	289°28'30"	5.13
34	164°28'20"	4.05
35	205°29'50"	11.015

EASEMENT:

- (g) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)
- (i) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)

EXISTING EASEMENT
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (4P5J56220)

KEY
[LP RL] - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL.
[LH RL] - DENOTES EASEMENT IS LIMITED IN HEIGHT TO THE LEVEL PLANE AT THE NOTED RL.

SURVEYOR
Name: ADAM RICHARDSON
Date: 21.05.2019
Reference: 140632 S3 SUB-AR

PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:400

REGISTERED
15.01.2020

DP1252952

0 20 40 60 80 100 120 140 160 180 200 220 240 260 280 300 320 340 360 380 400 420 440 460 480 500 520 540 560 580 600 620 640 660 680 700 720 740 760 780 800 820 840 860 880 900 920 940 960 980 1000

0 20 40 60 80 100 120 140 160 180 200 220 240 260 280 300 320 340 360 380 400 420 440 460 480 500 520 540 560 580 600 620 640 660 680 700 720 740 760 780 800 820 840 860 880 900 920 940 960 980 1000

FIGURE

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 10 SHEET 14. EASEMENTS ARE LIMITED IN STRUTUM TO THE STRUTUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

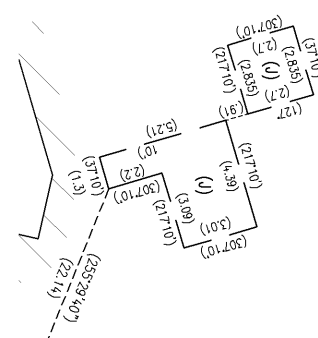
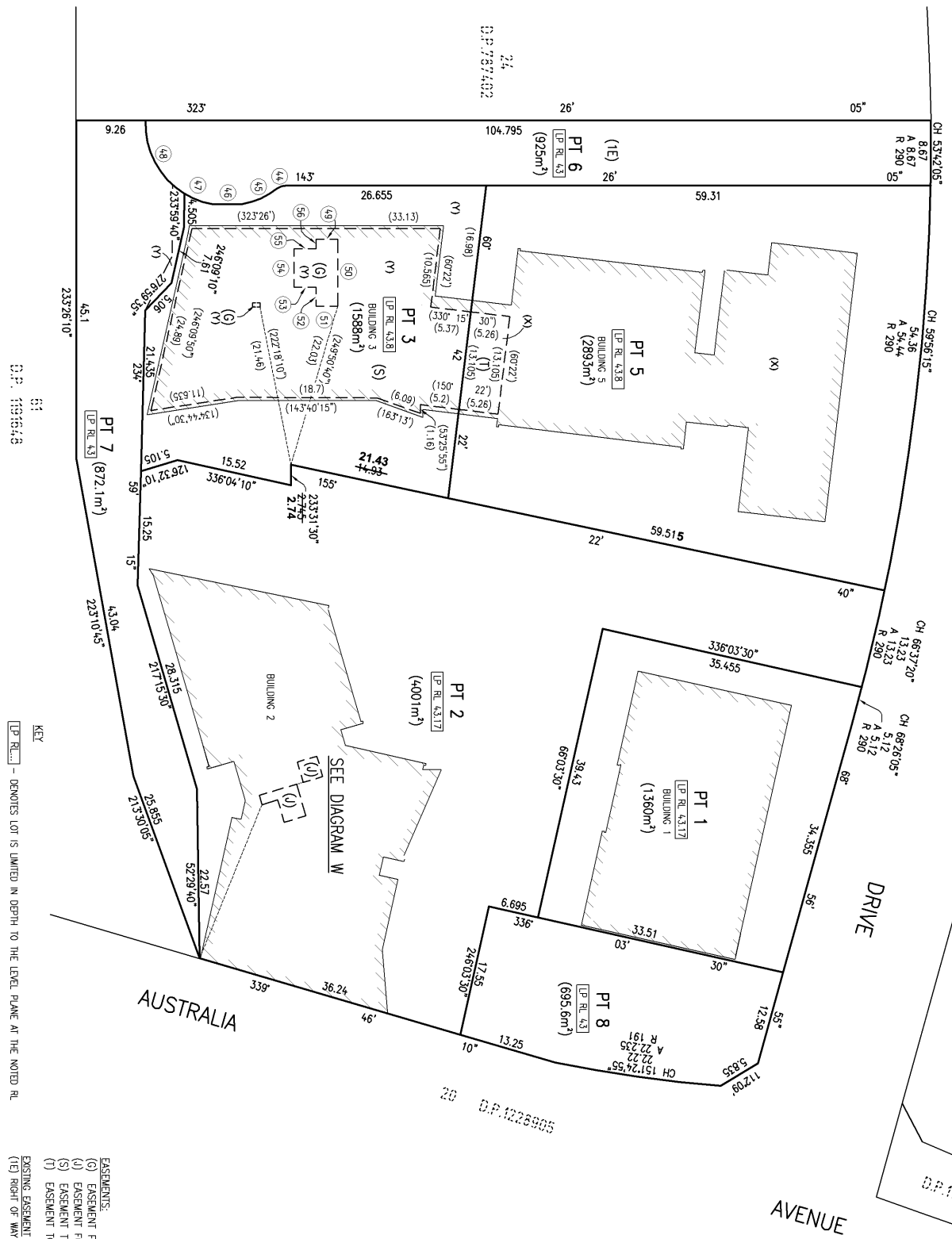


TABLE OF SHORT LINES

No.	BEARING	DISTANCE
46	323°26'	3.92
49	145°31'50"	2.88
50	233°26'	8.97
51	323°26'	2.885
52	53°26'	2.58
53	145°28'15"	2.935
54	53°28'30"	5.125
55	145°28'15"	2.94
56	53°26'	1.27

TABLE OF CURVED LINES

No.	CHORD	ARC	RADIUS
44	30°15'	1.31	1.335
45	289°28'30"	5.13	5.18
47	16°28'20"	4.045	4.07
48	205°29'50"	11.015	11.59

- EASEMENTS:
- (G) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRUTUM)
 - (I) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRUTUM)
 - (S) EASEMENT TO ACCESS AND USE FACILITIES VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 22)
 - (T) EASEMENT TO ACCESS AND USE FACILITIES VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 23)
- EXISTING EASEMENT
- (15) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRUTUM) (44534220)

SURVEYOR Name: ADAM RICHARDSON Date: 21.05.2019 Reference: 140632 S3 SUB-AR		PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648
LGA: CITY OF PARAMATTA	REGISTERED 15.01.2020	DP1252952

LEVEL 11 TO 12

SEE SHEET 22 FOR SECTION A-A

FIGURE

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 16 LEVEL 13. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET

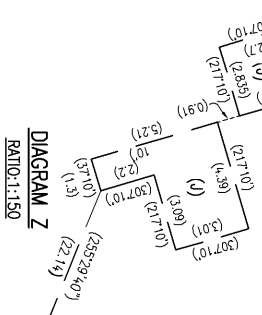
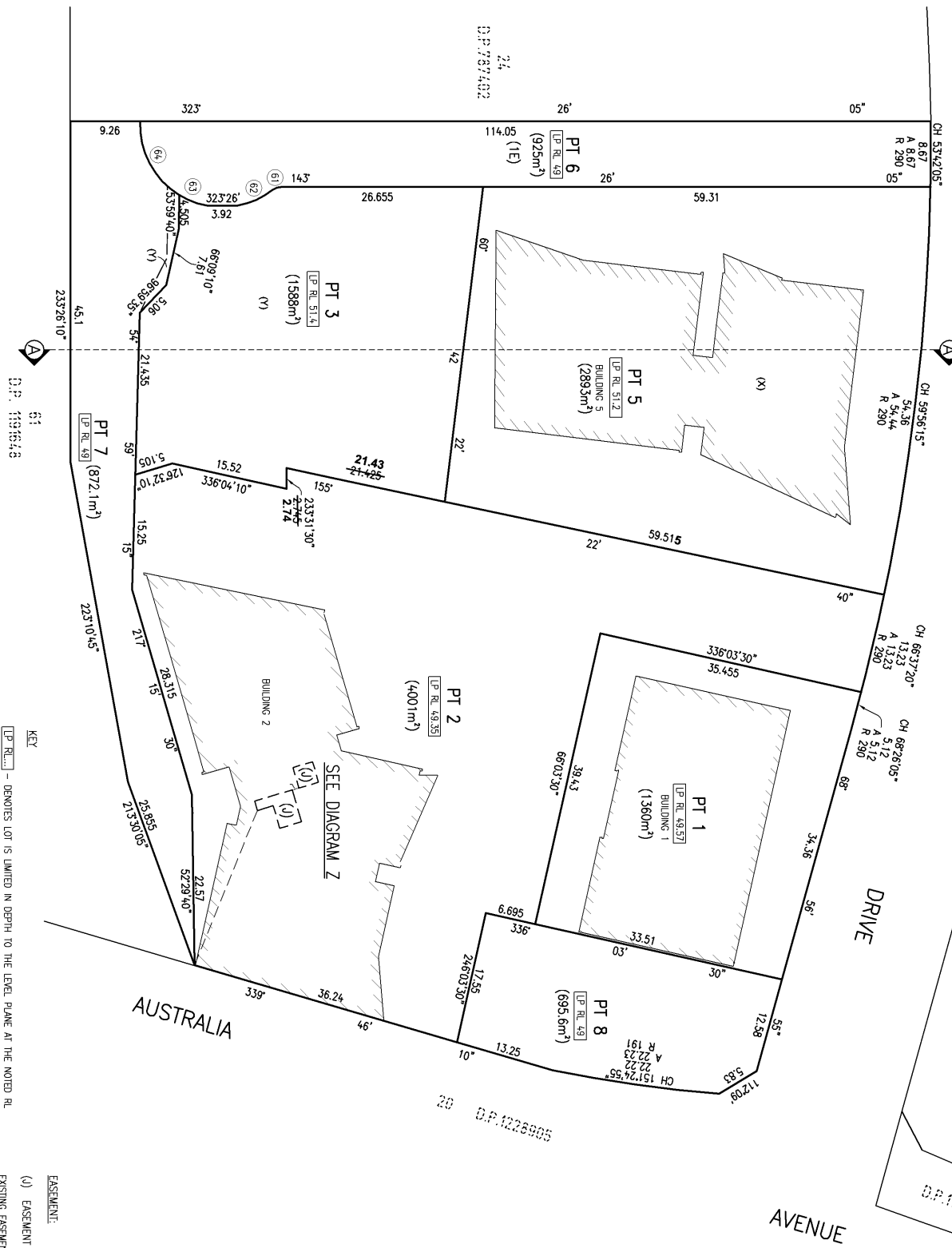


TABLE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
61	304.15	1.31	1.335
62	289.2830	5.13	5.18
63	164.2820	4.045	4.07
64	205.2950	11.015	11.59

- EASEMENT:
- (J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)
 - EXISTING EASEMENT
 - (IE) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP536220)

KEY
[LP RL...] - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

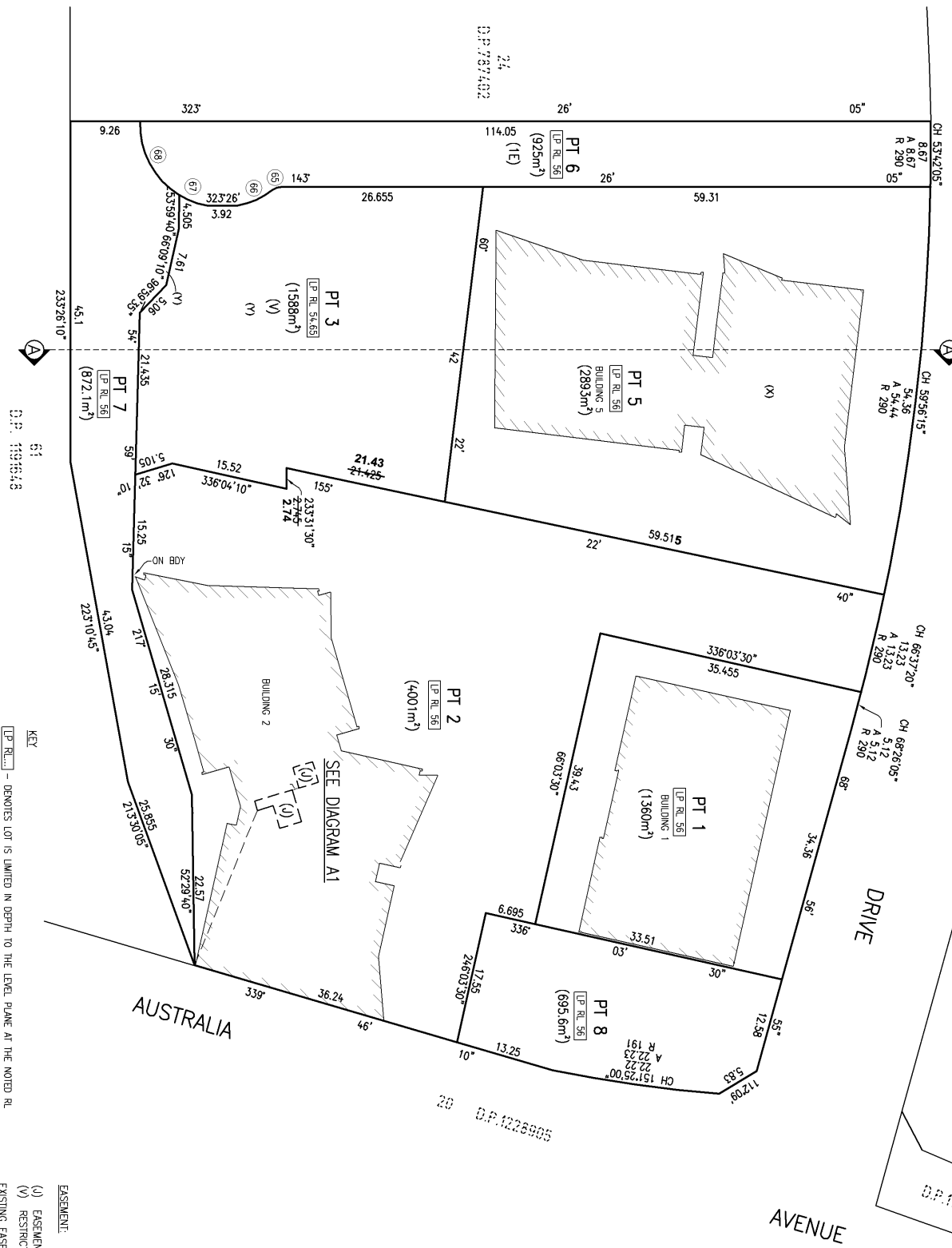
SURVEYOR Name: ADAM RICHARDSON Date: 21.05.2019 Reference: 140632 S3 SUB-AR	PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:400	REGISTERED 15.01.2020	DP1252952
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LEVEL 13 TO 23

SEE SHEET 22 FOR SECTION A-A

FIGURE

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 17 LEVEL 24. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET

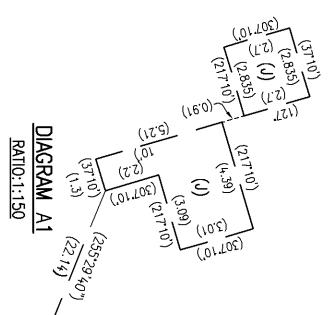


KEY
[LP RL...] - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

EASEMENT:

- (I) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)
- (V) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM) (NO.28)
- EXISTING EASEMENT
- (1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP536220)

TABLE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
65	304.15	1.31	1.35
66	298.78	3.0	2
67	164.28	5.13	5.18
68	205.25	4.05	4.07



SURVEYOR
Name: ADAM RICHARDSON
Date: 21.05.2019
Reference: 140632 S3 SUB-AR

PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:400

REGISTERED
15.01.2020

DP1252952

FLICTOR

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THEIR LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 25 & ABOVE SHEET 17. EASEMENTS ARE LIMITED IN STRATHM TO THE STRATHM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

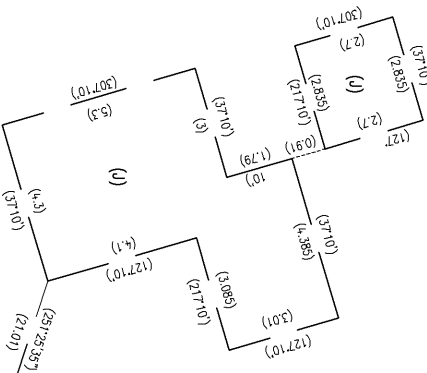
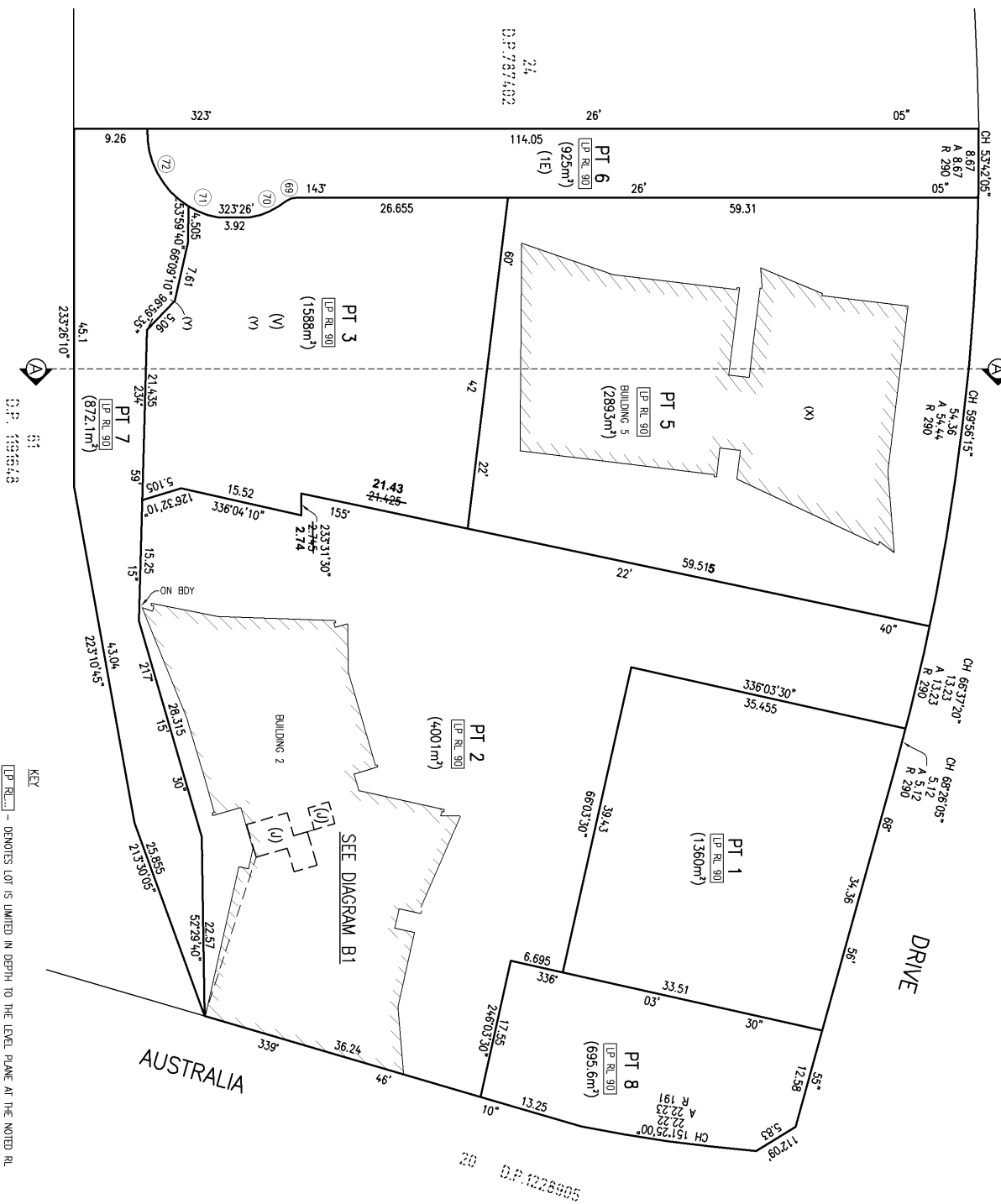


DIAGRAM B1
RATIO:1:100

No.	CHORD	ARC	RADIUS
69	304.15"	1.335	2
70	299.78-30"	5.13	10.905
71	164.78-20"	4.045	10.905
72	205.29-50"	11.015	10.905

(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)

EXISTING EASEMENT

(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP536220)

PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648

LGA: CITY OF PARRAMATTA
 Locality: SYDNEY OLYMPIC PARK
 Reduction Ratio: 1:400
 lengths are in metres.

REGISTERED
15.01.2020

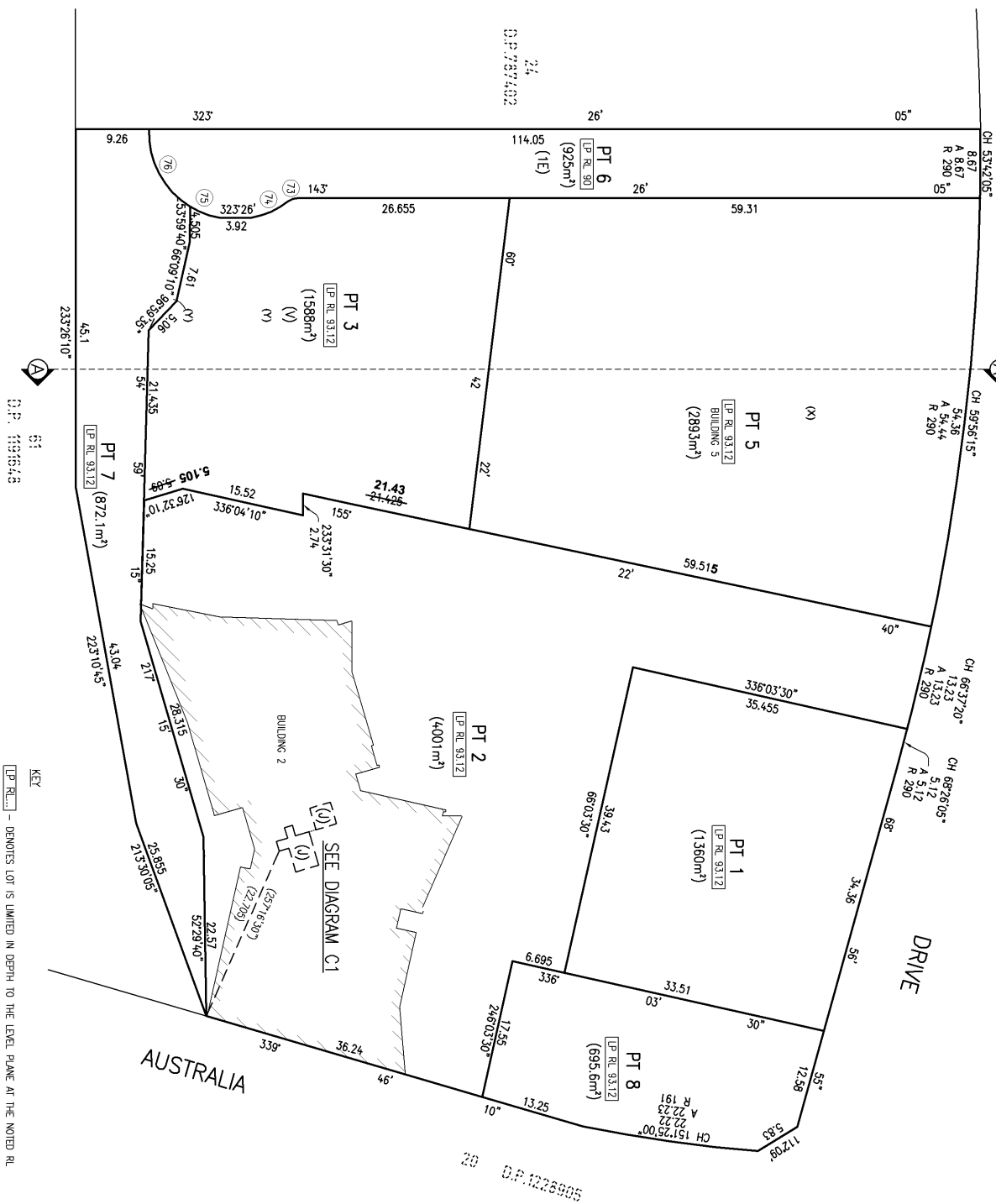
DP1252952

SEE SHEET 22 FOR SECTION A-A

FIGURE

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THEIR LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 19 LEVEL 26. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

LEVEL 25



AVENUE

DIAGRAM C1

RATIO:1:100

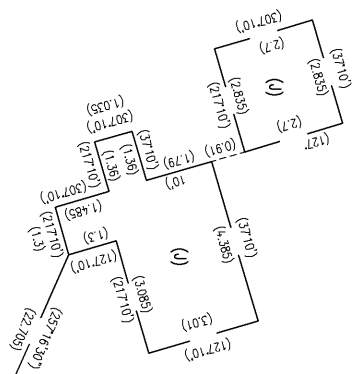


TABLE OF CURVED LINES

No.	CHORD	ARC	RADIUS
73	304.15	1.31	1.335
74	289.2830"	3.13	5.18
75	164.2820"	4.045	4.07
76	205.2950"	11.015	11.59

EASEMENT:

- (U) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)
- (V) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM) (NO.28)
- EXISTING EASEMENT
- (1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (49536220)

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

(Y) RESTRICTIONS ON THE USE OF LAND (DP1249952)

SURVEYOR
Name: ADAM RICHARDSON
Date: 21.05.2019
Reference: 140632 S3 SUB-AR

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:400

REGISTERED

DP1252952

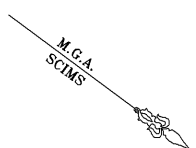


BASEMENT LEVEL 1 & ABOVE – ADDITIONAL EASEMENTS

THIS SHEET DETAILS EASEMENTS (K) & (F) WHICH AFFECT THE BASEMENT 1 & LEVEL 1 EXTENTS OF LOT 7 & LOT 61 IN DP 1191648 EASEMENTS ARE LIMITED IN STRATUM TO THE NOTED SLOPING AND LEVEL PLANES

TABLE OF SHORT LINES			
No.	B	D	A R
77	(318' 00" 00')	(0.81)	(1.11) (0.42)
78	(359' 13' 40')	(0.625)	(0.68) (0.475)
79	(3' 59')	(1.43)	(1.56) (1.05)
80	(319' 33' 30')	(0.655)	(1.08) (3.34)
81	(330' 28' 15')	(1.075)	(1.08) (3.34)
82	(318' 42')	(0.265)	—
83	(321' 47' 15')	(0.82)	(0.825) (3.255)
84	(154' 38' 10')	(0.275)	(0.275) (1.59)
85	(138' 22' 10')	(0.62)	(0.625) (1.59)

TABLE OF STRATUM LIMITS			
VERTICES	LOWER LIMIT	UPPER LIMIT	
a-b	16.55	19.25	
b-b	16.55	19.25	
c-c	15.77	18.47	
d-d	15.77	18.47	
e-e	15.17	17.87	
f-f	14.27	16.97	
g-g	14.27	16.97	
h-h	13.46	16.16	
i-i	13.46	16.16	
j-j	12.71	15.41	
k-k	12.6	15.3	
l-l	13.65	16.35	



KEY

NOTE 1 – THE UPPER STRATUM LIMIT OF EASEMENT (F) WHERE DESIGNATED WITH THIS NOTE IS 2.7 METERS ABOVE THE LOWER LIMITS OF THE EASEMENT

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

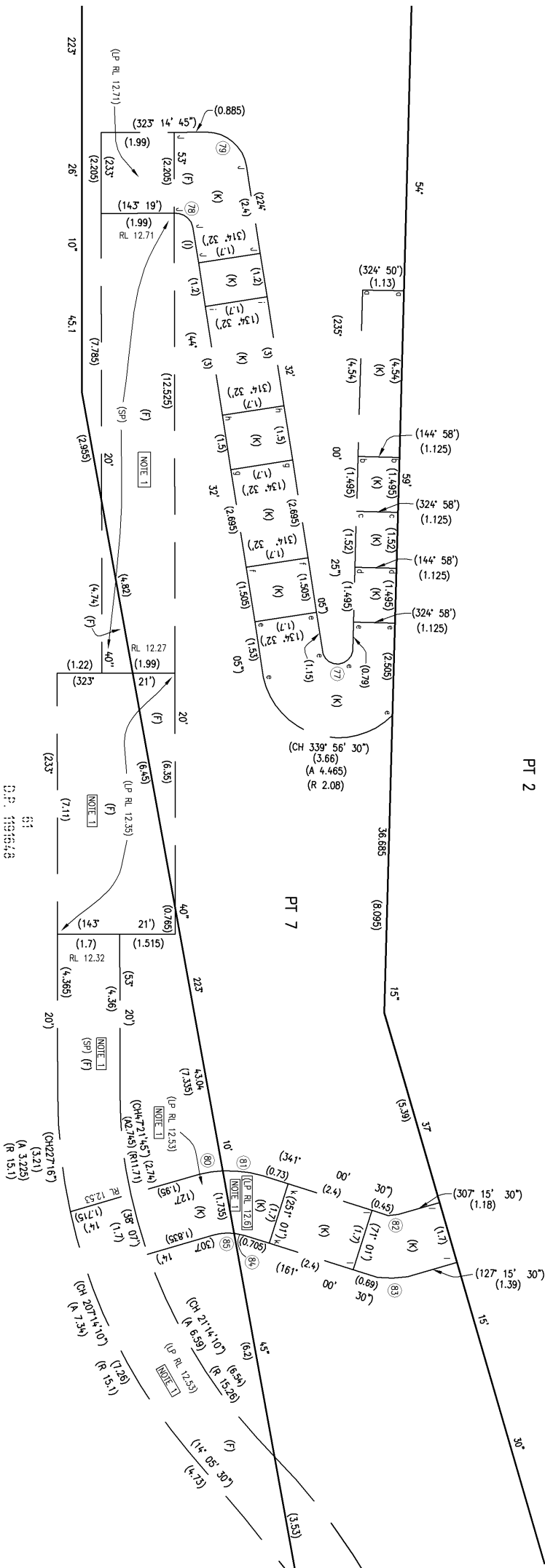
(UP RL) – DENOTES EASEMENT IS LIMITED IN STRATUM TO THE LEVEL PLANE AT THE NOTED RL

FORMED THE VERTICES, AND THEIR VALUES IN THE TABLE OF STRATUM LIMITS.

EASEMENT:

(K) – EASEMENT FOR CONSTRUCTION AND USE OF STAIRS VARIABLE WIDTH (LIMITED IN STRATUM)

(F) – EASEMENT FOR EGRESS PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)



SURVEYOR
Name: ADAM RICHARDSON
Date: 21.05.2019
Reference: 140632 S3 SUB-AR

PLAN OF SUBDIVISION OF LOT 25 IN
DP 1244955, LOT 33 IN DP 1249952
AND LOT 34 IN DP 1249952 AND
EASEMENT OVER LOT 61 IN DP 1191648

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:75
Lengths are in metres.

REGISTERED
15.01.2020

DP1252952

BASEMENT LEVEL 1 & ABOVE – ADDITIONAL EASEMENTS

THIS SHEET DETAILS EASEMENTS (K) & (F) WHICH AFFECT THE BASEMENT 1 & LEVEL 1 EXTENTS OF LOT 7 & LOT 61 IN DP 1191648 EASEMENTS ARE LIMITED IN STRATUM TO THE NOTED SLOPING AND LEVEL PLANES

- KEY
- [NOTE 1] – THE UPPER STRATUM LIMIT OF EASEMENT (F) WHERE DESIGNATED WITH THIS NOTE IS 2.7 METRES ABOVE THE LOWER LIMITS OF THE EASEMENT
 - (SP) – DENOTES EASEMENT IS LIMITED IN STRATUM TO THE SLOPING PLANE BETWEEN THE NOTED R.L.S (LP RL) – DENOTES EASEMENT IS LIMITED IN STRATUM TO THE LEVEL PLANE AT THE NOTED RL
 - 0 – 0 – DENOTES EASEMENT IS LIMITED IN HEIGHT AND DEPTH TO THE LEVEL AND SLOPING PLANES FORMED THE VERICES AND THEIR VALUES IN THE TABLE OF STRATUM LIMITS.
- EASEMENT:
- (K) – EASEMENT FOR CONSTRUCTION AND USE OF STAIRS VARIABLE WIDTH (LIMITED IN STRATUM)
 - (F) – EASEMENT FOR EGRESS PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)

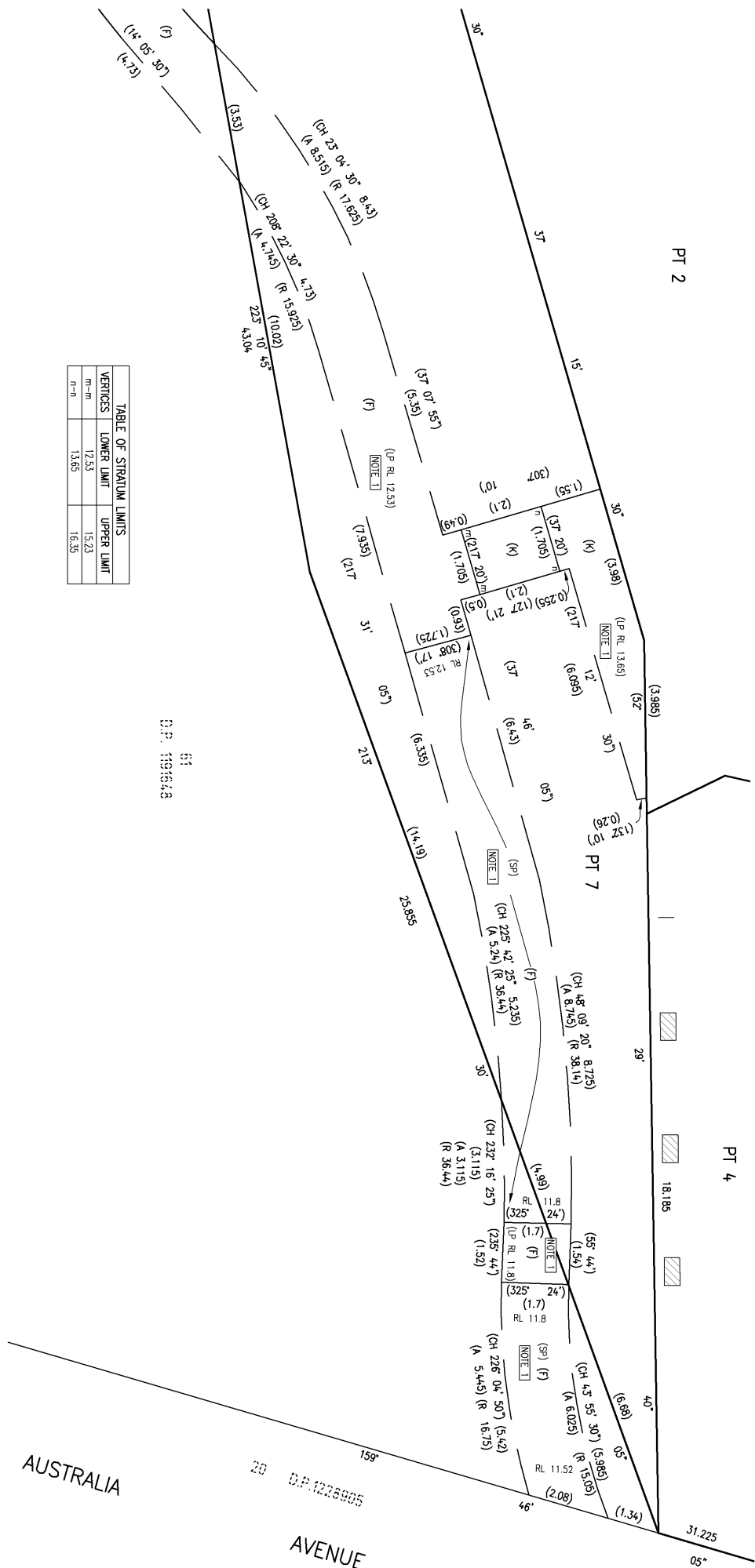
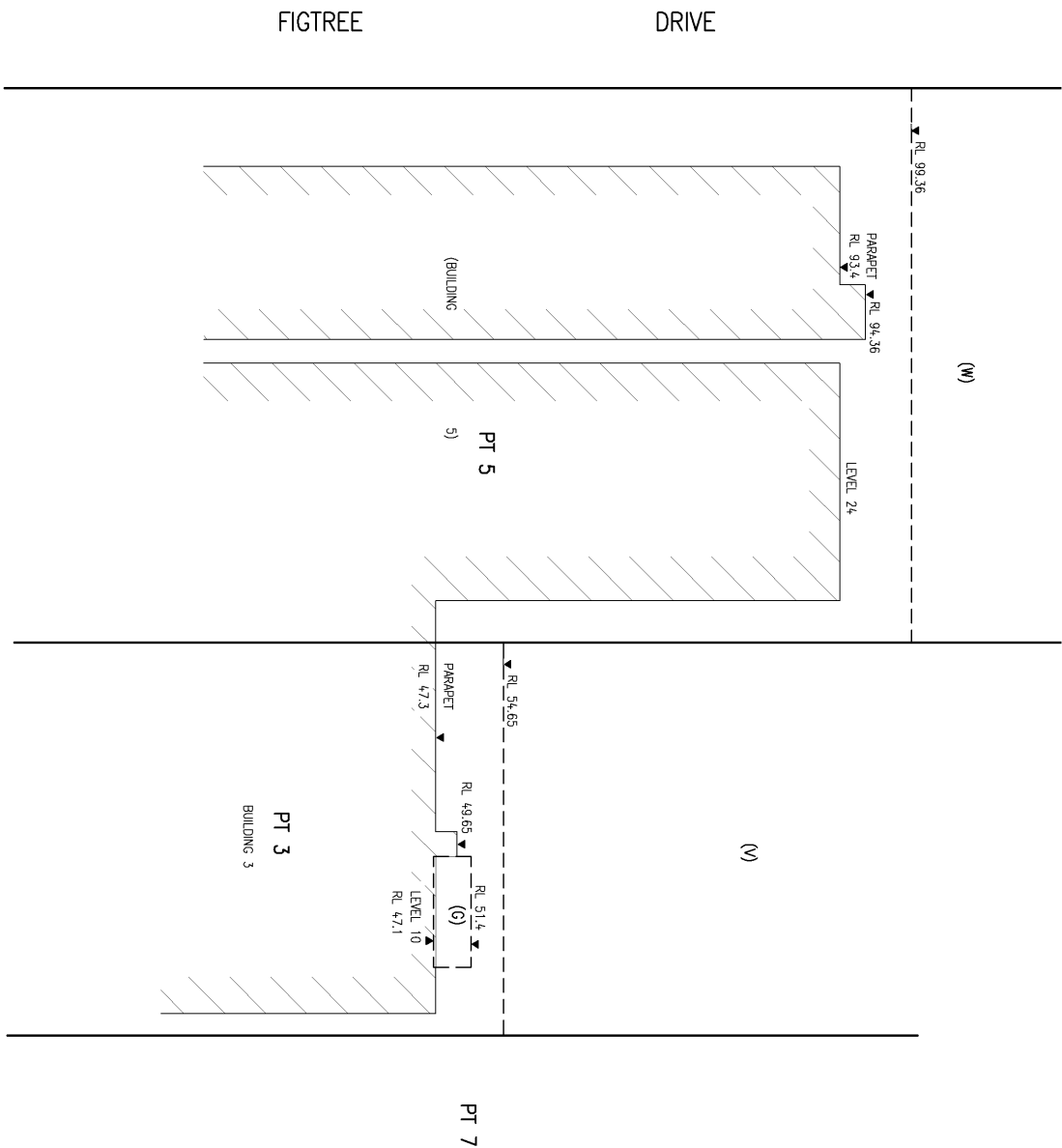


TABLE OF STRATUM LIMITS		
VERICES	LOWER LIMIT	UPPER LIMIT
m-m	12.53	15.23
m-m	13.65	16.35

SURVEYOR Name: ADAM RICHARDSON Date: 21.05.2019 Reference: 140632 S3 SUB-AR	PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:75	REGISTERED 15.01.2020	DP1252952
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SECTION A-A



- EASEMENT:
- (G) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATAU)
 - (V) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATAU)
 - (W) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATAU)


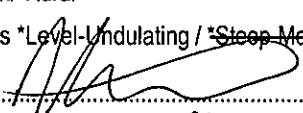
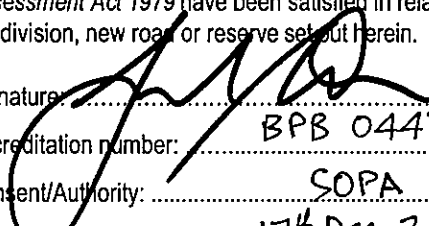
SURVEYOR
Name: **ADAM RICHARDSON**
Date: 21.05.2019
Reference: 140632 S3 SUB-AR


PLAN OF SUBDIVISION OF LOT 25, IN
DP 1244955, LOT 33 IN DP 1249952
AND LOT 34, IN DP 1249952 AND
EASEMENT OVER LOT 61 IN DP 1191648

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: 1:400

REGISTERED
15.01.2020

DP1252952

PLAN FORM 6 (2018)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<p>Registered:  15.01.2020</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p style="text-align: center; font-size: 2em;">DP1252952</p> <p>Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648</p>		<p>LGA: CITY OF PARRAMATTA</p> <p>Locality: SYDNEY OLYMPIC PARK</p> <p>Parish: CONCORD</p> <p>County: CUMBERLAND</p>	
<p>Survey Certificate</p> <p>I, <u>ADAM RICHARDSON</u></p> <p>of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on:21.05.2019....., or</p> <p>*(b) The part of the land shown in the plan (*being* excluding**.....)</p> <p>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: <u>'X - Y'</u></p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level/Undulating / *Steep Mountainous</p> <p>Signature:  Dated: <u>13/12/2019</u></p> <p>Surveyor Identification No: <u>8747</u></p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*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.</p>		<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
		<p>Subdivision Certificate</p> <p>I, <u>GORDON WREN</u></p> <p>*Authorised Person*General Manager* accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number: <u>BPB 0447</u></p> <p>Consent/Authority: <u>SOPA</u></p> <p>Date of Endorsement: <u>17th Dec 2019</u></p> <p>Subdivision Certificate no: <u>SUC049</u></p> <p>File number: <u>DA 04-04-2019</u></p> <p>*Strike through if inapplicable</p>	
<p>Plans used in the preparation of survey/compilation</p> <p>DP 1191648 DP 1110035</p> <p>DP 747909 SP 91684</p> <p>DP 1134933</p> <p>DP 1163718</p>		<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>	
<p>Surveyor's Reference: 140632 S3 SUB-AR</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> Registered:  15.01.2020 </div> <div style="width: 55%; text-align: center;"> <div style="border: 1px solid black; padding: 10px; font-size: 24px; font-weight: bold;">DP1252952</div> </div> </div>		Office Use Only
PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate No: <u>SUC049</u> Date of Endorsement: <u>17* DEC 2019</u>		
<p>PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT) 2. EASEMENT FOR SERVICES (WHOLE OF LOT) 3. EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) 4. EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT) 5. EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM) 6. EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (B) (LIMITED IN STRATUM) 7. EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (D) (LIMITED IN STRATUM) 8. EASEMENT FOR VISITOR BICYCLE PARKING VARIABLE WIDTH (E) (LIMITED IN STRATUM) 9. EASEMENT FOR EGRESS PURPOSES VARIABLE WIDTH (F) (LIMITED IN STRATUM) 10. EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (G) (LIMITED IN STRATUM) 11. EASEMENT FOR ACCESS VARIABLE WIDTH (H) (LIMITED IN STRATUM) 12. EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (J) (LIMITED IN STRATUM) 13. EASEMENT FOR CONSTRUCTION AND USE OF STAIRS VARIABLE WIDTH (K) (LIMITED IN STRATUM) 14. EASEMENT FOR MAILBOX VARIABLE WIDTH (M) (LIMITED IN STRATUM) 15. EASEMENT FOR ACCESS AND RECREATION VARIABLE WIDTH (N) (LIMITED IN STRATUM) 16. EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT) 17. EASEMENT FOR CRANE JIB SWING (WHOLE OF LOT) 18. EASEMENT FOR NOISE, VIBRATION AND DUST (WHOLE OF LOT) 19. EASEMENT FOR ACCESS VARIABLE WIDTH (P) (LIMITED IN STRATUM) 20. EASEMENT FOR ACCESSIBLE ACCESS VARIABLE WIDTH (Q) (LIMITED IN STRATUM) 21. EASEMENT FOR ACCESS VARIABLE WIDTH (R) (LIMITED IN STRATUM) 22. EASEMENT TO ACCESS AND USE FACILITIES VARIABLE WIDTH (S) (LIMITED IN STRATUM) 23. EASEMENT TO ACCESS AND USE FACILITIES VARIABLE WIDTH (T) (LIMITED IN STRATUM) 24. EASEMENT FOR GREASE ARRESTOR PUMP OUT PURPOSES VARIABLE WIDTH (U) (LIMITED IN STRATUM) <div style="text-align: center;">0.25 wide</div> 25. POSITIVE COVENANT 26. RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM) (V) 27. RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM) (W) <p>PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO RELEASE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP1244955) 2. EASEMENT FOR SERVICES (WHOLE OF LOT) (DP1244955) 3. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP1249952) 4. EASEMENT FOR SERVICES WHOLE OF LOT (DP1249952) 5. EASEMENT FOR ACCESS VARIABLE WIDTH (DP1249952) (LIMITED IN STRATUM) <p style="text-align: center;">If space is insufficient use additional annexure sheet</p>		
SURVEYORS REFERENCE: 140632 S3 SUB-AR		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
<div style="display: flex; justify-content: space-between;"> Office Use Only Office Use Only </div> <div style="display: flex; align-items: center;"> <div style="flex: 1;"> <p>Registered: 15.01.2020</p> <p>PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952</p> <p>Subdivision Certificate No: <u>SUC 049</u></p> <p>Date of Endorsement: <u>17th DEC 2019</u></p> </div> <div style="flex: 1; text-align: center; padding-top: 20px;"> <h1 style="margin: 0;">DP1252952</h1> <p style="font-size: small; margin-top: 10px;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div> </div>		
<p>Executed for and on behalf of Sydney Olympic Park Authority ABN 68 010 941 405 by an authorised officer, in the presence of:</p> <div style="text-align: center; margin-top: 20px;"> </div> <p>Signature of witness</p> <div style="margin-top: 20px;"> <u>BENJAMIN WOODS</u> Name of witness in full </div>		<div style="text-align: center; margin-top: 20px;"> </div> <p>Signature of authorised officer, who by executing this deed or otherwise, does not accept any liability in any capacity (personal or otherwise)</p> <div style="margin-top: 20px;"> <u>NICHOLAS HURBLE</u> Name of authorised officer in full </div> <div style="margin-top: 20px;"> <u>EXECUTIVE DIRECTOR, COMMERCIAL</u> Capacity of authorised officer </div>
<p>Executed by Mirvac BTR Sub Company A Pty Ltd ACN 627 445 425 in accordance with section 127 of the Corporations Act by or in the presence of:</p> <div style="text-align: center; margin-top: 20px;"> </div> <p>Signature of Secretary/other Director</p> <div style="margin-top: 10px;"> <u>Michelle Favelle</u> </div> <div style="margin-top: 20px;"> Name of Secretary/other Director in full </div>		<div style="text-align: center; margin-top: 20px;"> </div> <p>Signature of Director or Sole Director and Secretary</p> <div style="margin-top: 10px;"> <u>Adam Grant Hirst</u> </div> <div style="margin-top: 20px;"> Name of Director or Sole Director and Secretary in full </div>
<p>Executed by Mirvac BTR Sub Company B Pty Ltd ACN 627 445 470 in accordance with section 127 of the Corporations Act by or in the presence of:</p> <div style="text-align: center; margin-top: 20px;"> </div> <p>Signature of Secretary/other Director</p> <div style="margin-top: 10px;"> <u>Michelle Favelle</u> </div> <div style="margin-top: 20px;"> Name of Secretary/other Director in full </div>		<div style="text-align: center; margin-top: 20px;"> </div> <p>Signature of Director or Sole Director and Secretary</p> <div style="margin-top: 10px;"> <u>Adam Grant Hirst</u> </div> <div style="margin-top: 20px;"> Name of Director or Sole Director and Secretary in full </div>
If space is insufficient use additional annexure sheet		
SURVEYORS REFERENCE: 140632 S3 SUB-AR		

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 1 of 28 sheets)

DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. **SUCO49** and easement over Lot 61 in DP1191648

Full name and address of the owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of
 8 Australia Avenue, Sydney Olympic Park NSW 2127
 Mirvac BTR Sub Company A Pty Ltd ACN 627 445 425 of Level 28, 200 George Street, Sydney NSW 2000
 Mirvac BTR Sub Company B Pty Ltd ACN 627 445 470 of Level 28, 200 George Street, Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Support and Shelter (whole of lot)	1, 2, 3 & 4 1, 2, 3 & 5 1, 2, 4 & 5 1, 3, 4 & 5 2, 3, 4 & 5	5 4 3 2 1
2	Easement for Services (whole of lot)	1, 2, 3 & 4 1, 2, 3 & 5 1, 2, 4 & 5 1, 3, 4 & 5 2, 3, 4 & 5	5 4 3 2 1
3	Easement for Emergency Egress (whole of lot)	1, 2, 3 & 4 1, 2, 3 & 5 1, 2, 4 & 5 1, 3, 4 & 5 2, 3, 4 & 5	5 4 3 2 1

Signature of authorised officer
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(Sheet 2 of 28 sheets)

DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in
 DP1249952 and Lot 34 in DP1249952 covered by Subdivision
 Certificate No. **SUC049** and easement over Lot 61
 in DP1191648

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
4	Easement to Access Shared Facilities (whole of lot)	1, 2, 3 & 4 1, 2, 3 & 5 1, 2, 4 & 5 1, 3, 4 & 5 2, 3, 4 & 5	5 4 3 2 1
5	Easement for Access variable width (A) (limited in stratum)	1,2,3 1,2 & 5 1,3 & 5 2, 3 & 5 4	5 3 2 1 1, 2, 3 & 5
6	Easement to Access and Use Loading Dock variable width (B) (limited in stratum)	2	1, 3, 4 & 5
7	Easement for Access by Foot variable width (D) (limited in stratum)	1	4
8	Easement for Visitor Bicycle Parking variable width (E) (limited in stratum)	5 2	3 1
9	Easement for Egress Purposes variable width (F) (limited in stratum)	7, 8 Lot 61 DP1191648	1 – 5 inclusive
10	Easement for Retail Services variable width (G) (limited in stratum)	2, 3	4
11	Easement for Access variable width (H) (limited in stratum)	6	1 – 5 inclusive
12	Easement for Kitchen Exhaust variable width (J) (limited in stratum)	2	4

Signature of authorised officer
 ME_158805181_15

(Sheet 3 of 28 sheets)

DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in
 DP1249952 and Lot 34 in DP1249952 covered by Subdivision
 Certificate No. **SUC049** and easement over Lot 61
 in DP1191648

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
13	Easement for Construction and Use of Stairs variable width (K) (limited in stratum)	7 Lot 61 DP1191648	1, 2, 3 & 5
14	Easement for Mailbox variable width (M) (limited in stratum)	1 5	2 3
15	Easement for Access and Recreation variable width (N) (limited in stratum)	2 1 3 5	1, 3, & 5 2, 3 & 5 1, 2 & 5 1, 2 & 3
16	Easement for Construction Purposes (whole of lot)	1, 2, 3 & 4 1, 2, 3 & 5 1, 2, 4 & 5 1, 3, 4 & 5 2, 3, 4 & 5	5 4 3 2 1
17	Easement for Crane Jib Swing (whole of lot)	1, 2, 3 & 4 1, 2, 3 & 5 1, 2, 4 & 5 1, 3, 4 & 5 2, 3, 4 & 5	5 4 3 2 1
18	Easement for Noise, Vibration and Dust (whole of lot)	1, 2, 3 & 4 1, 2, 3 & 5 1, 2, 4 & 5 1, 3, 4 & 5 2, 3, 4 & 5	5 4 3 2 1
19	Easement for Access variable width (P) (limited in stratum)	1, 2 & 3	4

Signature of authorised officer
 ME_158805181_15

(Sheet 4 of 28 sheets)

DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in
 DP1249952 and Lot 34 in DP1249952 covered by Subdivision
 Certificate No. **SUC049** and easement over Lot 61
 in DP1191648

Number of Item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
20	Easement for Accessible Access variable width (Q) (limited in stratum)	3 2	1, 2 & 5 3, 1 & 5
21	Easement for Access variable width (R) (limited in stratum)	5	3
22	Easement to Access and Use Facilities variable width (S) (limited in stratum)	3	5
23	Easement to Access and Use Facilities variable width (T) (limited in stratum)	5	3
24	Easement for Grease Arrestor Pump Out Purposes 0.25 wide (U) (limited in stratum)	2	4
25	Positive Covenant	1, 2, 3 & 5	Sydney Olympic Park Authority
26	Restriction on Use of Land (limited in stratum) (V)	3	Sydney Olympic Park Authority
27	Restriction on Use of Land (limited in stratum) (W)	5	Sydney Olympic Park Authority

(Sheet 5 of 28 sheets)

DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. **SUC049** and easement over Lot 61 in DP1191648

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Support and Shelter (whole of lot) created by DP 1244955	Lot 25 in DP1244955 Lot 34 in DP1249952 33/1249952	Lot 33 in DP 1244955 & Lot 34 in DP1249952 Lot 33 in DP 1244955 & Lot 25 in DP1249955 & Lot 25 in DP1244955 & Lot 34 in DP1249952
2.	Easement for Services (whole of lot) created by DP 1244955	Lot 25 in DP1244955 Lot 34 in DP1249952 33/1249952	Lot 33 in DP 1244955 & Lot 34 in DP1249952 Lot 33 in DP 1244955 & Lot 25 in DP1249955 & Lot 25 in DP1244955 & Lot 34 in DP1249952
3	Easement for Support and Shelter (whole of lot) created by DP 1249952	Lot 33 in DP1249952 Lot 34 in DP1249952	Lot 34 in DP1249952 Lot 33 in DP1249952
4.	Easement for Services (whole of lot) created by DP 1249952	Lot 33 in DP1249952 Lot 34 in DP1249952	Lot 34 in DP1249952 Lot 33 in DP1249952
5	Easement for Access variable width (limited in stratum) created by DP 1249952	Lot 34 in DP1249952	Lot 33 in DP1249952

DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in
DP1249952 and Lot 34 in DP1249952 covered by Subdivision
Certificate No. **SUCO49** and easement over Lot 61
in DP1191648

Part 2 (Terms)

1 Terms of Easement for Support and Shelter (whole of lot) numbered 1 in the Plan

1.1 The Grantor grants to the Grantee an easement for subjacent and lateral support and shelter in any direction:

- (a) of those parts of the Building erected on a Lot Benefited at the date of registration of the Plan; and
- (b) of those parts of the Building on a Lot Benefited erected as part of the Building Works following registration of the Plan,

by those parts of the Building which provide (now and in the future) that support and shelter, but only to the extent that the parts of the Building that are constructed in the future are able to be supported by and to afford shelter to the existing structure within the Lot Burdened.

1.2 The Grantor must:

- (a) not do anything which will detract from the support of the Lot Benefited; and
- (b) allow the Grantee to enter the Lot Burdened and to remain for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Lot Benefited is maintained.

1.3 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (c) restore the Lot Burdened as nearly as is practicable to its former condition;
- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the Lot Burdened for the permitted purpose under this easement.

2 Terms for Easement for Services (whole of lot) numbered 2 in the Plan

2.1 For the purposes of this easement, Services and Services Apparatus includes:

- (a) those Services and Services Apparatus installed up to and including the date of registration of the Plan; and
- (b) those Services and Services Apparatus installed as part of the Building Works following registration of the Plan.

DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in
DP1249952 and Lot 34 in DP1249952 covered by Subdivision
Certificate No. **SUC049** and easement over Lot 61
in DP1191648

2.2 The Grantee may:

- (a) use each Lot Burdened to provide Services to or from each Lot Benefited
- (b) use that part of the Lot Burdened reasonably required to install, use and maintain the Services Apparatus necessary for the operation of any Services; and
- (c) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carry out work, such as constructing, placing, repairing or maintaining Services and Services Apparatus.

2.3 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

2.4 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Services, Services Apparatus or the Easement Site.

2.5 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

2.6 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

3 Terms for Easement for Emergency Egress (whole of lot) numbered 3 in the Plan

3.1 The Grantee and its Authorised Users may pass and repass across those parts of the Lot Burdened used, designated or necessary for fire or emergency egress purposes including fire stairs and passages within the Lots Burdened for the purpose of egressing from the Lots Benefited:

- (a) in an emergency;
- (b) in the case of a fire or fire drill purposes; or
- (c) if the lifts are not operational or are otherwise unavailable.

3.2 In exercising its powers under clause 3.1, the Grantee and its Authorised Users must:

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

DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in
DP1249952 and Lot 34 in DP1249952 covered by Subdivision
Certificate No. **SUC049** and easement over Lot 61
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- (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
- (c) make good any collateral damage.

4 Terms for Easement to Access Shared Facilities (whole of lot) numbered 4 in the Plan

- 4.1 The Grantee and its Authorised Users may pass and repass over the Lot Burdened at any time by foot for the purpose of accessing any Shared Facilities located within the Lot Burdened which the Grantee is entitled to use under the Strata Management Statement.
- 4.2 In exercising the rights granted under this Easement, a Grantee and its Authorised Users must:
 - (a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;
 - (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (c) make good any collateral damage.

5 Terms for Easement for Access variable width (A) (limited in stratum) numbered 5 in the Plan

- 5.1 The Grantee and its Authorised Users may by any reasonable means pass and repass across the Easement Site, to get to or from the Lot Benefited.
- 5.2 In exercising the rights granted under this Easement, a Grantee and its Authorised Users must:
 - (a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;
 - (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (c) make good any collateral damage.
- 5.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- 5.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.
- 5.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in
DP1249952 and Lot 34 in DP1249952 covered by Subdivision
Certificate No. **SUCO49** and easement over Lot 61
in DP1191648

6 Terms for Easement to Access and Use Loading Dock variable width (B) (limited in stratum) numbered 6 in the Plan

6.1 The Grantee and its Authorised Users may:

- (a) access and use the Loading Dock within the Easement Site, subject to any rules of operation of the Loading Dock reasonably determined by the Building Management Committee from time to time, to load and unload goods and pass and repass across the Easement Site including with vehicles for that purpose; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened; and
 - (ii) taking anything on to the Lot Burdened.

6.2 In exercising the rights granted under this Easement, a Grantee and its Authorised Users must:

- (a) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (c) restore the Lot Burdened as nearly as is practicable to its former condition, and
- (d) make good any collateral damage.

6.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Loading Dock within the Building or the Easement Site.

6.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

6.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

7 Terms for Easement for Access by Foot variable width (D) (limited in stratum) numbered 7 in the Plan

7.1 The Grantee and its Authorised Users may pass and repass across the Easement Site by foot to get to and from the Lot Benefited.

7.2 In exercising the rights granted under this Easement, a Grantee and its Authorised Users must:

- (a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;
- (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
- (c) make good any collateral damage.

DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in
DP1249952 and Lot 34 in DP1249952 covered by Subdivision
Certificate No. **SUC049** and easement over Lot 61
in DP1191648

8 Terms for Easement for Visitor Bicycle Parking variable width (E) numbered 8 in the Plan

8.1 In this Easement, **Grantee Authorised Users** means visitors to the Residential Stratum Lots.

8.2 The Grantee Authorised Users may:

- (a) use the visitor bicycle parking spaces within the Easement Site; and
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened; and
 - (ii) taking anything onto the Lot Burdened.

8.3 In exercising the rights granted under this Easement, a Grantee and its Authorised Users must:

- (a) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (c) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage.

8.4 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.

8.5 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

8.6 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

9 Terms for Easement for Egress Purposes variable width (F) (limited in stratum) numbered 9 in the Plan

9.1 The rights under this Easement do not commence until completion of construction of a footpath within the Easement Site.

9.2 Subject to clause 9.1, the Grantee and its Authorised Users may pass and repass across the Easement Site to get to and from the Lot Benefited including for the purposes of fire egress.

9.3 In exercising the rights granted under this Easement, a Grantee and its Authorised Users must:

- (a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;
- (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
- (c) make good any collateral damage.

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Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in
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Certificate No. **SUC049** and easement over Lot 61
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10 Terms for Easement for Retail Services variable width (G) (limited in stratum) numbered 10 in the Plan

10.1 For the purposes of this easement, **Retail Services and Services Apparatus** includes:

- (a) those Retail Services and Services Apparatus installed up to and including the date of registration of the Plan; and
- (b) those Retail Services and Services Apparatus which may be installed as part of the Building Works following registration of the Plan.

10.2 The Grantee may:

- (a) use the Lot Burdened, but only within the Easement Site, to install and provide Retail Services to and from the Lot Benefited;
- (b) use that part of the Lot Burdened reasonably required to install, use and maintain Services Apparatus necessary for the operation of any Retail Services; and
- (c) do anything reasonably necessary for that purpose, including:
 - (i) using the lift and fire stairs located within the Easement Site;
 - (ii) entering the Lot Burdened;
 - (iii) taking anything on to the Lot Burdened; and
 - (iv) carrying out work, such as constructing, placing, repairing or maintaining the Retail Services and Services Apparatus.
- (d) The Grantee must keep Retail Services and Services Apparatus in a state of good and serviceable repair.

10.3 In exercising its rights under this Easement, the Grantee and its Authorised Users must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

11 Terms for Easement for Access (H) (whole of lot) numbered 11 in the Plan

11.1 Subject to the conditions in this easement, the Grantee and its Authorised Users may pass and repass across the Easement Site with or without vehicles to get to and from the Lot Benefited.

(Sheet 12 of 28 sheets)

DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in
DP1249952 and Lot 34 in DP1249952 covered by Subdivision
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in DP1191648

11.2 The easement is subject to the following conditions:

- (a) the Grantee and its Authorised Users enter upon the Lots Burdened at their own risk and release the Grantor and SOPA from all damage, expense, loss, claims or liability of any nature that may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lots Burdened under the terms of this easement except to the extent caused by the negligent act of the Grantor;
- (b) the exercise by SOPA of the rights, obligations, functions or powers of SOPA whether pursuant to the *Sydney Olympic Park Authority Act 2001 (NSW)* or any other law, including to temporarily restrict access; and
- (c) any temporary restrictions on access at such times as the Grantor requires, in its absolute discretion, to carry out repair or other works to the Lots Burdened (or any area adjoining the Easement Site) in any manner as the Grantor determines, in its absolute discretion.

11.3 SOPA may make reasonable rules about the use of the Easement Site by the Grantee and its Authorised Users.

11.4 In exercising the rights granted under this Easement and complying its obligations, a Grantee and its Authorised Users must:

- (a) cause as little inconvenience as is practicable to SOPA and any owner and any occupier of the Lots Burdened;
- (b) cause as little damage as is practicable to the Lots Burdened and any improvement on them;
- (c) make good any collateral damage; and
- (d) comply with any rules about the use of the Easement Site made by SOPA under clause 11.2.

11.5 If any part of the Easement Site is transferred or dedicated as a public road, then from the date of that dedication, this easement is extinguished in respect of the part so transferred or dedicated.

Name of Authority empowered to release the easement numbered 11 in the Plan
SOPA

12 Terms for Easement for Kitchen Exhaust (J) (limited in stratum) numbered 12 in the Plan

12.1 For the purposes of this easement, kitchen exhaust services and Services Apparatus includes:

- (a) those kitchen exhaust services and Services Apparatus installed up to and including the date of registration of the Plan; and
- (b) those kitchen exhaust services and Services Apparatus which may be installed as part of the Building Works following registration of the Plan.

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12.2 The Grantee may:

- (a) use the Lot Burdened, but only within the Easement Site, to provide kitchen exhaust services to and from the Lot Benefited; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) using the lift and fire stairs located within the Easement Site;
 - (ii) entering the Lot Burdened;
 - (iii) taking anything on to the Lot Burdened; and
 - (iv) carrying out work, such as constructing, placing, repairing or maintaining the kitchen exhaust services and Services Apparatus necessary for the operation of any kitchen exhaust services.

12.3 The Grantee must keep the kitchen exhaust services and Services Apparatus in a state of good and serviceable repair.

12.4 In exercising its rights under this Easement, the Grantee and its Authorised Users must:

- (a) ensure that all work is done properly;
- (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

13 Terms of Easement for Construction and Use of Stairs variable width (K) (limited in stratum) numbered 13 in the Plan

13.1 In this Easement, '**Structures**' means the stairs to be constructed within the Easement Site in the future.

13.2 The Grantee and its Authorised Users may:

- (a) use the Easement Site for the purpose of constructing and maintaining the Structures on the Lot Burdened, but only within the Easement Site;
- (b) access and use the Structures and the Easement Site to access the Lots Benefited;
- (c) insist the Structures, once constructed, remain on the Lot Burdened, but only to the extent that the Structures are within the Easement Site; and
- (d) do anything reasonably necessary for that purpose including:
 - (i) entering into the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and

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(iii) carrying out the necessary works.

- 13.3 In accordance with the Positive Covenant numbered 25 in the Plan, the Grantee must, at the cost of the Grantee, maintain the Structures and keep the Structures in good repair and safe condition.
- 13.4 In exercising its rights under this Easement, the Grantee and its Authorised Users must:
- (a) ensure that all work on the Lot Burdened is done properly and carried out as quickly as practicable;
 - (b) cause as little inconvenience to the owner and any occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.
- 13.5 The Grantee indemnifies the Grantor and SOPA against any claim, action, damage, loss, liability, cost or expense which the Grantor or SOPA incurs or is liable for in connection with, or arising from, any damage, loss, injury or death to or of any person or property on or near the Easement Site to the extent arising as a result of the Grantee (or its Authorised Persons) exercising its rights or performing its obligations under this Easement, except to the extent caused by negligent act of the Grantor.
- 13.6 To the extent within its reasonable control, the Grantor must not do or allow anything to be done to remove, damage or interfere with the Structures.

14 Terms of Easement for Mailbox variable width (M) numbered 14 in the Plan

- 14.1 The Grantee and its Authorised Users may install, maintain, replace and use a mailbox within the Easement Site and enter onto the Easement Site at all reasonable times for that purpose.
- 14.2 In exercising its rights under this Easement, the Grantee and its Authorised Users must:
- (a) ensure that all work is done properly;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (c) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (d) make good any collateral damage.
- 14.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Mailbox or the Easement Site.
- 14.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.
- 14.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

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15 Terms of Easement for Access and Recreation variable width (N) numbered 15 in the Plan

- 15.1 The Grantor grants to the Grantee and its Authorised Users full and free right to go, pass and repass and remain for passive recreation purposes at all times over the Easement Site:
- (a) on foot;
 - (b) with wheelchairs or other disabled access aids; and
 - (c) without vehicles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).
- 15.2 The Grantee and Authorised Users may use any facilities including barbeque facilities located within the Easement Site subject to any rules reasonably determined by the Building Management Committee from time to time.
- 15.3 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) the Grantee and any Authorised User if that Grantee or Authorised User:
- (a) is not adequately clothed;
 - (b) is drunk or under the influence of drugs;
 - (c) loiters or causes excessive noise; or
 - (d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.
- 15.4 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site and any facilities located within the Easement Site.
- 15.5 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.
- 15.6 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

16 Terms of Easement for Construction Purposes (whole of lot) numbered 16 in the Plan

- 16.1 The Grantee and its Authorised Users may:
- (a) carry out the Building Works on and within the Lots Benefited including within the Lot Burdened to the extent necessary to construct the Building Works.
 - (b) install Services and Services Apparatus as part of the Building Works;
 - (c) use, augment or add to Services and Services Apparatus installed as part of the Building Works; and

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- (d) do anything reasonably necessary for that purpose including:
 - (i) entering into the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out the necessary works.
- 16.2 In exercising its rights under this Easement, the Grantee and its Authorised Users must:
 - (a) comply with the Building Approval and requirements of any Governmental Agencies when carrying out works;
 - (b) ensure all work is done properly;
 - (c) cause as little inconvenience as is practicable to the Lots Burdened and any occupier of the Lots Burdened;
 - (d) cause as little damage as is practicable to the Lots Burdened and any improvements on the Lots Burdened;
 - (e) restore the Lots Burdened as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.
- 16.3 The Grantee indemnifies the Grantor against any claim, action, damage, loss, liability, cost or expense which the Grantor incurs or is liable for in connection with, or arising from, any damage, loss, injury or death to or of any person or property on or near the Easement Site to the extent arising as a result of the Grantee (or its Authorised Persons) exercising its rights or performing its obligations under this Easement, except to the extent caused by the Grantor or its Authorised Persons.
- 16.4 The rights under this easement will cease to have effect upon the last final occupation certificate for the Building Works being issued by the relevant Authority.
- 17 Terms of Easement for Crane Jib Swing (whole of lot) numbered 17 in the plan**
- 17.1 The Grantee and its Authorised Users:
 - (a) may have a crane jib overhang the Lot Burdened during the period of the Building Works to be carried out on the Lot Benefited; and
 - (b) must keep the crane jib in good repair and safe condition.
- 17.2 In exercising its rights under this Easement, the Grantee and its Authorised Users must:
 - (a) comply with the Building Approval and requirements of any Governmental Agencies when using the crane jib and carrying out works;
 - (b) ensure all work is done properly;
 - (c) cause as little inconvenience as is practicable to the Lots Burdened and any occupier of the Lots Burdened;

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- (d) cause as little damage as is practicable to the Lots Burdened and any improvements on the Lots Burdened;
 - (e) restore the Lots Burdened as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.
- 17.3 The Grantee indemnifies the Grantor against any claim, action, damage, loss, liability, cost or expense which the Grantor incurs or is liable for in connection with, or arising from, any damage, loss, injury or death to or of any person or property on or near the Easement Site to the extent arising as a result of the Grantee (or its Authorised Persons) exercising its rights or performing its obligations under this Easement, except to the extent caused by the Grantor or its Authorised Persons.
- 17.4 To the extent within its reasonable control, the Grantor must not do or allow anything to be done to damage or interfere with the crane jib.
- 17.5 The rights under this easement will cease to have effect upon the last final occupation certificate for the Building Works being issued by the relevant Authority.
- 18 Terms of Easement for Noise, Vibration and Dust (whole of lot) numbered 18 in the plan**
- 18.1 The Grantee and its Authorised Users may emit and allow the emission of noise, dust and vibration from the Lots Benefited as a result of the Building Works.
- 18.2 In exercising its rights under this Easement, the Grantee and its Authorised Users must:
- (a) comply with the Building Approval and requirements of any Governmental Agencies when carrying out the Building Works;
 - (b) ensure all work is done properly;
 - (c) take reasonable steps to minimise disturbance to the Grantor or any occupier of the Lots Burdened; and
 - (d) make good any collateral damage.
- 18.3 The Grantee indemnifies the Grantor against any claim, action, damage, loss, liability, cost or expense which the Grantor incurs or is liable for in connection with, or arising from, any damage, loss, injury or death to or of any person or property on or near the Easement Site to the extent arising as a result of the Grantee (or its Authorised Persons) exercising its rights or performing its obligations under this Easement, except to the extent caused by the Grantor or its Authorised Persons.
- 18.4 The rights under this easement will cease to have effect upon a final occupation certificate for the final building being issued by the relevant Authority or a Principal Certifier.

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- 19 Terms for Easement for Access variable width (P) (limited in stratum) numbered 19 in the Plan**
- 19.1 The Grantee and its Authorised Users may pass and repass across the Easement Site with or without vehicles to get to and from the Lot Benefited.
- 19.2 In exercising its rights under this Easement, the Grantee and its Authorised Users must:
- (a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;
 - (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (c) make good any collateral damage.
- 20 Terms for Easement for Accessible Access (Q) (limited in stratum) numbered 20 in the Plan**
- 20.1 Each Grantee who requires accessible access and Authorised Users of the Grantee who require accessible access may pass and repass across the Easement Site on foot, with wheelchairs and other disabled access aids, and use the lift located in the Easement Site to get to and from the Lot Benefited.
- 20.2 In exercising the rights granted under this Easement, a Grantee and its Authorised Users must:
- (a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;
 - (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it;
 - (c) make good any collateral damage; and
 - (d) not obstruct the use of the Lot Burdened.
- 21 Terms for Easement for Access variable width (R) (limited in stratum) numbered 21 in the Plan**
- 21.1 The Grantee and its Authorised Users may:
- (a) pass and repass across the Easement Site and use the Lift within the Easement Site for the purposes of:
 - (i) in the case of visitors of the Grantee, access to the Lot Benefited from the visitor car spaces located within Building, and
 - (ii) in the case of the Grantee and its Authorised Users, access to and from the Lot Benefited for the purposes of accessing the Building 5 Facilities under the Easement to Access and Use Facilities numbered 26 in the Plan; and

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- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened, and
 - (ii) taking anything on to the Lot Burdened.
- 21.2 In exercising its rights under this Easement, the Grantee and its Authorised Users must:
 - (a) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (c) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (d) make good any collateral damage.
- 21.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Lift within the Building or the Easement Site.
- 21.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.
- 21.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.
- 22 Terms of Easement to Access and Use Facilities (S) (Limited in stratum) numbered 22 in the Plan**
- 22.1 In this easement:
 - (a) **Building 3 Recreation Space** means the recreation space located within the Easement Site on Level 9 in Building 3.
 - (b) **Building 3** means the building located on Lot 3 in the Plan.
 - (c) **Building 5** means the Building located on Lot 5 in the Plan.
- 22.2 The Grantee and Authorised Users of Building 5 may enter, pass and re-pass over the Easement Site for the purpose of accessing and using the Building 3 Recreation Space subject to any rules reasonably determined by the Grantor from time to time.
- 22.3 In exercising the rights granted under this Easement, the Grantee and Authorised Users must:
 - (a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;
 - (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (c) make good any collateral damage.

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- 22.4 For the purposes of section 88BA of the *Conveyancing Act*, 1919, the Grantor and the Grantee covenant that:
- (a) the Building 3 owner must undertake maintenance and repair of the Building 3 Recreation Space with the owner of Building 3 and Building 5 to share the costs as follows:
 - (i) Building 3 owner 20%;
 - (ii) Building 5 owner 80%;
 - (b) the Building 5 owner must pay the proportion under clause (a) above on demand by the Building 3 owner; and
 - (c) the Grantee and its Authorised Users must comply with any rules made by the Grantor from time to time in relation to use and enjoyment of the Building 3 Recreation Space.
- 22.5 If the Lot Burdened or the Lot Benefited are subdivided by Strata Plan, the burden or benefit of this Easement including the covenants under clause 22.4, attaches to the common property of the Strata Scheme created on subdivision of the relevant Lot Burdened or Lot Benefitted.
- 23 Terms of easement to access and use Facilities (T) (limited in stratum) numbered 23 in the Plan**
- 23.1 In this easement:
- (a) **Building 5 Facilities** means pet cleaning room, music room and bicycle repair workshop within the Easement Site located on Level 1 in Building 5.
 - (b) **Building 3** means the building located on Lot 3 in the Plan.
 - (c) **Building 5** means the Building located on Lot 5 in the Plan.
- 23.2 The Grantee and Authorised Users of Building 3 may enter, pass and re-pass over the Easement Site for the purpose of accessing and using the Building 5 Facilities subject to any rules reasonably determined by the Grantor from time to time.
- 23.3 In exercising the rights granted under this Easement, the Grantee and Authorised Users must:
- (a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;
 - (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (c) make good any collateral damage.
- 23.4 For the purposes of section 88BA of the *Conveyancing Act*, the Grantor and the Grantee covenant that:
- (a) the Building 5 owner must undertake maintenance and repair of the Building 5 Facilities with the owner of Building 3 and Building 5 to share the costs as follows:
 - (i) Building 3 owner 20%;

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- (ii) Building 5 owner 80%;
 - (b) the Building 3 owner must pay the proportion under clause (a) above on demand by the Building 5 owner; and
 - (c) the Grantee and its Authorised Users must comply with any rules made by the Grantor from time to time in relation to use and enjoyment of the Building 5 Facilities.
- 23.5 If the Lot Burdened or the Lot Benefited are subdivided by Strata Plan, the burden or benefit of this Easement including the covenants under clause 23.4, attaches to the common property of the Strata Scheme created on subdivision of the relevant Lot burdened or Lot Benefitted.
- 24 Terms of Easement for Grease Arrestor Pump Out Purposes variable width (U) (limited in stratum) numbered 24 in the Plan**
- 24.1 The Grantee and its Authorised Users may:
 - (a) pass and repass across Easement Site including with vehicles to access, install, use and maintain the Grease Arrestor Pump Out system located within the Easement Site (within the Loading Dock) and any Service Apparatus, subject to any applicable rules of operation of the Loading Dock reasonably determined by the Building Management Committee from time to time, and
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out work necessary for the operation of the Grease Arrestor Pump Out system..
- 24.2 In exercising the rights granted under this Easement, the Grantee and its Authorised Users must:
 - (a) ensure that all work is done properly;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened,
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it,
 - (d) restore the Lot Burdened as nearly as is practicable to its former condition, and
 - (e) make good any collateral damage.
- 25 Terms of Positive Covenant numbered 25 in the Plan**
- 25.1 Unless the context otherwise requires **Prescribed Authority** means SOPA and any other Authority authorised by SOPA.

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25.2 Each Grantor:

- (a) must properly maintain and keep all stairs, lighting and any associated infrastructure within the Easement Sites for the easements numbered 13 and 14 in the Plan in a state of good and serviceable repair; and
- (b) agrees to be bound by the terms of this positive covenant in favour of the Prescribed Authority.

25.3 The rights and powers of the Prescribed Authority under this public positive covenant are in addition to and not in substitution for the rights and powers of the Prescribed Authority under Part 6 Division 4 of the Conveyancing Act, 1919.

25.4 This public positive covenant is made under section 88D of the Conveyancing Act, 1919.

Name of Authority empowered to release the positive covenant numbered 25 in the Plan
SOPA

26 Terms of Restriction on Use of Land numbered 26 in the Plan

26.1 In this restriction:

- (a) **'Restricted Area'** means the area denoted "V" on the Plan; and
- (b) **'Master Plan'** means Sydney Olympic Park Master Plan 2030.

26.2 No structures may be erected or maintained within the Restricted Area.

26.3 This restriction ceases to apply from the date being the earlier of :

- (a) 10 years from the date of registration of the Plan; or
- (b) the date the Master Plan is amended to allow development within the Restricted Area.
and from that date, this restriction is extinguished.

26.4 A Side Deed may include provisions in respect of the use of the Restricted Area.

26.5 The provisions of the Side Deed will apply to the extent of any inconsistency with the terms of this restriction.

Name of Authority empowered to release the restriction on use of land numbered 26 in the Plan

SOPA

27 Terms of Restriction on Use of Land numbered 27 in the Plan

27.1 In this restriction:

- (a) **'Restricted Area'** means the area denoted "W" on the Plan; and
- (b) **'Master Plan'** means Sydney Olympic Park Master Plan 2030.

27.2 No structures may be erected or maintained within the Restricted Area.

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- 27.3 This restriction ceases to apply from the date being the earlier of:
- (a) 10 years from the date of registration of the Plan; or
 - (b) the date the Master Plan is amended to allow development within the Restricted Area.
- and from that date, this restriction is extinguished.
- 27.4 A Side Deed may include provisions in respect of the use of the Restricted Area.
- 27.5 The provisions of the Side Deed will apply to the extent of any inconsistency with the terms of this restriction.

Name of Authority empowered to release the restriction on use of land numbered 26 in the Plan

SOPA

28 Definitions

In this Instrument, unless the context otherwise requires:

Act means the *Strata Schemes Development Act 2015 (NSW)* as amended or varied.

Authority means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council and (where relevant) a Principal Certifier.

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

Authorised User means any person authorised by the Grantee and includes:

- (a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors licensees and invitees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument including members of the public.

Building means the mixed use building to be constructed on the Land.

Building Approval means approval SSD 7662 of the Minister for Planning as amended or varied.

Building Code of Australia has that meaning given to the term in the *Environment Planning and Assessment Act, 1979* as amended or varied

Building Management Committee means the Building Management Committee established under the Strata Management Statement.

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Building Works means the completion of the Building in accordance with the Building Approval.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

- (a) the site of the Easement identified in the Plan; and
- (b) all items within the site of an Easement identified in the Plan which are the subject of an Easement.

Grantee means:

- (a) the registered proprietor of a Lot Benefited; and
- (b) an Authority Benefited.

Grantor means the registered proprietor of a Lot Burdened.

Instrument means this s88B instrument.

Land means the land the subject of this Plan.

Laws means the requirements of all statutes, rules, regulations, proclamations, ordinances and by-laws present or future.

Lot Benefited means the whole or any part of the lot having the benefit of an Easement.

Lot Burdened means the whole or any part of the lot having the burden of an Easement.

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

Plan means the plan to which this Instrument relates.

Principal Certifier has that meaning given to the term in the *Environmental Planning and Assessment Act 1979*.

Residential Stratum Lots means lots 1, 2, 3 and 5 in the Plan.

Retail Services means any Service and associated Services Apparatus required for the operation of the Retail Stratum Lot.

Retail Stratum Lot means Lot 4 in the Plan.

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Service includes:

- (a) the supply of water, gas, electricity, oil, and air conditioning;
- (b) the provision of sewerage and drainage;
- (c) telephone, television, radio impulses, signals or data transmission service or other transmission means;
- (d) security systems;
- (e) fire hydrant and sprinkler systems;
- (f) irrigation systems;
- (g) ventilation (mechanical or otherwise) system; and
- (h) any other facility, supply or transmission.

Service Apparatus includes: any apparatus, plant, pipes, cables, tubes, wires, conduits, airconditioning condenser units, ducts, tracks, and risers required for a Service or in connection with a Service.

Side Deed means a deed between SOPA and the registered proprietor of a Lot Burdened.

SOPA means Sydney Olympic Park Authority ABN 68 010 941 405 and:

- (a) any person appointed to replace or administer it or to carry out its functions; and
- (b) the Minister responsible for Sydney Olympic Park Authority or any administrator or replacement of it.

Strata Management Statement means a strata management statement registered according to the Act which applies to any of the lots in the Plan.

Strata Plan means a strata plan registered under the Act.

Strata Scheme means a strata scheme created on registration of a Strata Plan.

29 Interpretation

29.1 In this Instrument:

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

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- (b) the singular includes the plural and vice versa;
 - (c) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;
 - (d) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
 - (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
 - (f) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.
- 29.2 Part or all of any provision of this instrument that is illegal or unenforceable may be severed from this instrument and the remaining provisions of this instrument continue in force.
- 30 Positive covenants and maintenance requirements**
- A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or anything in an Easement Site is a positive covenant according to section 88BA of the *Conveyancing Act, 1919*.
- 31 Easements and Compliance**
- The conditions, covenants and restrictions in this clause and in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:
- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
 - (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,
 - (c) to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.
- 32 Obligations of Grantees and Grantors**
- Each Grantee and Grantor must, as appropriate, comply with the terms of the Easements in this instrument.
- 33 Obligations for Authorised Users**
- For each easement, positive covenant and restriction on use in this Instrument, each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of

DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in
DP1249952 and Lot 34 in DP1249952 covered by Subdivision
Certificate No. SUC049 and easement over Lot 61
in DP1191648

this Instrument when they exercise their rights or comply with their obligations under the Instrument.

34 Effect of the Strata Management Statement

- 34.1 This clause applies to each easement and restriction on use in this Instrument.
- 34.2 If the Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of an Easement Site, covenant or restriction by a Grantee or its Authorised User, the rules must be consistent with the easement, covenant or restriction and any Strata Management Statement.
- 34.3 If a Strata Management Statement allocates responsibility for complying with obligations under an easement or restriction on use to a different person than that set out in the easement or restriction on use (e.g. the obligation is imposed on a Building Management Committee), or the Strata Management Statement imposes rules or conditions on the carrying out of works, repair or maintenance, the Strata Management Statement prevails to the extent of the inconsistency. The relevant Grantor or Grantee must use their reasonable endeavours to ensure that the relevant person complies with these obligations.
- 34.4 If a Strata Management Statement regulates the apportionment of costs in relation to an easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the easement and a Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.
- 34.5 If a Strata Management Statement binds the Grantor or Grantee (or any person acting under the Grantor or Grantee) and that Strata Management Statement:
- (a) imposes obligations on the Grantor or Grantee;
 - (b) confers rights on the Grantor or Grantee; or
 - (c) requires the Grantor or Grantee to do or refrain from doing something,

which are in addition to the rights, obligations or actions conferred, imposed or regulated by the easement, covenant or restriction, then the party bound by the Strata Management Statement has the benefit of those rights and the burden of those obligations in addition to the rights and obligations set out in the easement, covenant or restriction.

35 Authority to release, vary or modify

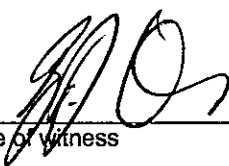
Each Easement in this Instrument may not be released, varied or modified without the prior approval of SOPA.

(Sheet 28 of 28 sheets)

DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in
DP1249952 and Lot 34 in DP1249952 covered by Subdivision
Certificate No. SUC049 and easement over Lot 61
in DP1191648

Executed for and on behalf of
Sydney Olympic Park Authority
ABN 68 010 941 405 by an authorised officer, in
the presence of:



Signature of witness

BENJAMIN WOODS

Name of witness in full



Signature of authorised officer, who by executing this
document or otherwise, does not accept any liability in
any capacity (personal or otherwise)

NICHOLAS HUBBLE

Name of authorised officer in full

EXECUTIVE DIRECTOR, COMMERCIAL

Capacity of authorised officer

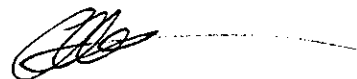
Executed by **Mirvac BTR Sub Company A Pty
Ltd ACN 627 445 425** in accordance with
section 127 of the Corporations Act by or in the
presence of:



Signature of Secretary/~~other Director~~

Michelle Favelle

Name of Secretary/~~other Director~~ in full

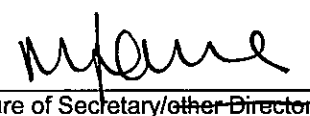


Signature of Director

Adam Grant Hirst

Name of Director in full

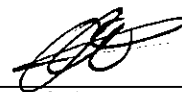
Executed by **Mirvac BTR Sub Company B Pty
Ltd ACN 627 445 470** in accordance with
section 127 of the Corporations Act by or in the
presence of:



Signature of Secretary/~~other Director~~

Michelle Favelle

Name of Secretary/~~other Director~~ in full



Signature of Director

Adam Grant Hirst

Name of Director in full

REGISTERED



15.01.2020

Signature of authorised officer
ME_158805181_15

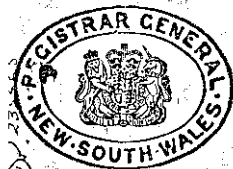
No. L 3562

68 APR 9 AM 10 26

R.P. 13A

FEEs:—

Lodgment
Endorsement



L827059

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



THE METROPOLITAN MEAT INDUSTRY BOARD

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

a If a less estate, strike out "in fee simple" and interline the required alteration.

— (herein called transferor)

being registered as the proprietor of an estate in fee simple^a in the land hereinafter described, subject,

However, to such encumbrances, liens and interests as are notified hereunder, in consideration of the hundred thousand (\$100,000.00) (which sum includes the consideration for an easement over other lands)

() (the receipt whereof is hereby acknowledged) paid to the said Board by

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES

does hereby transfer to

b Show in **BLOCK LETTERS** the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES of 1 Castlereagh Street, Sydney

..(herein, called transferee)

e The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorized by Reg. 53. Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

ALL such ~~the~~ Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	CONCORD	PART	6129	216	LOT 1, D.F. 235225

~~And the transferee covenant(s) with the transferor^d~~

Reserving full and free right unto the Transferor or other the person who it
at any time entitled to an estate or interest in possession in the land
comprised in the balance of the said Certificate of Title ^(6129-1/6) (herein called the
"dominant tenement") or any part thereof to go return and pass on over and
along the land shown as "PROPOSED R.O.W. 66 FT WIDE" and ~~"Right of way proposed
to be reserved to the Metropolitan West Industry Board"~~ on the said Deposited
Plan 235225 at all times and for all purposes with or without animals or
vehicles or both to and from the said dominant tenement.

^d Strike out if unnecessary, or
suitably adjust,

- (i) if any encumbrances are to
be created or any
exceptions to be made;
or
(ii) if the statutory coven-
ants implied by the Act
are intended to be
varied or modified.

Covenants should comply with
the provisions of Section 88 of
the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO:

G930319 ✓ Easement for electricity transmission lines.
J930060

^e A very short note will suffice.

R 1165-2

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Hornebush the 8th day of March 1968.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

The Common Seal of THE

we duly affixed hereto in the presence of

Notary Public

ACCEPTED for and on behalf of THE ELECTRICITY COMMISSION OF NEW SOUTH WALES by me ERIC KENYON HOLMES, Manager & Secretary of the said Commission pursuant to Resolutions signed in my presence by the transferee dated 5th December, 1957 and 2nd March 1961 and I hereby certify this Transfer to be correct for the purposes of the Real Property Act and I further certify that the said Resolutions have not been revoked or varied in any way.

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Transferor

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at _____ the _____ day of _____ 19____

Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me, at _____, the _____ day of _____, one thousand nine hundred and _____ the attesting witness to this instrument, 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 _____ own handwriting, and that _____ he was of sound mind, and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty, also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in this margin, or noticed in the attestation.

L827059		Lodged by	MORRIS HAYES & EDGAR
L8563		Address	Law Stationers 67 Castlereagh Street Sydney NSW 2061
No.		Phone No.	DB417

PARTIAL DISCHARGE OF MORTGAGE

(N.B.—Before execution read marginal note.)

I, mortgagee under Mortgage No.
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagees should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at this day of 19

Signed in my presence by

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HERewith
To be filled in by person lodging dealing

- | | |
|-----------------|----------------|
| 1. | Received Docs. |
| 2. | |
| 3. | |
| 4. | |
| 5. | Nos. |
| 6. | |
| 7. | |
| Receiving Clerk | |

Indexed	MEMORANDUM OF TRANSFER <i>Reserving a right of way affecting land shown as "Proposed R.O.W. 66 ft. wide" on D.P. 235225.</i>
Checked by <i>H.6</i>	Particulars entered in Register Book <i>27-4-1970</i>
Passed (in S.D.B.) by <i>6396</i>	at <i>4 PM</i>
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General

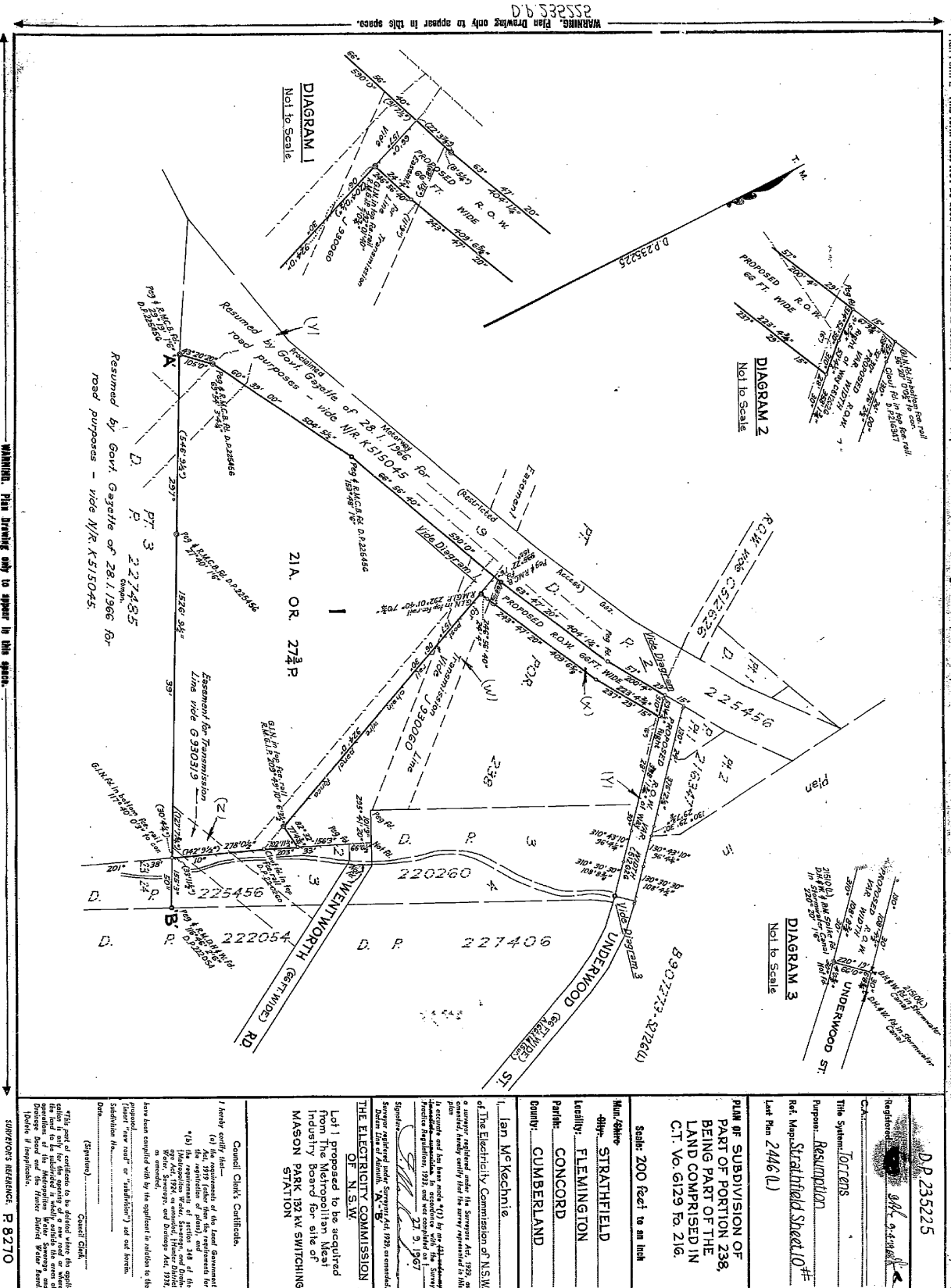
LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD		
	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrössers		
Cancellation Clerk		
VOL.	FOL.	

Plan Form 2—This form must NOT be used where it is intended to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user—See Form 3.

DP 235225

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



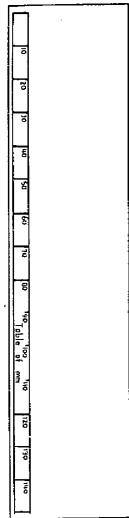
OFFICE USE ONLY.

*Strike out either (1) or (2), insert date of survey.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		DP 235225	
FEET	INCHES	METRES	
0	1/2	0.013	
1	0	0.076	
2	6	0.152	
3	10 3/8	0.264	
4	1 5/8	0.441	
5	3 1/8	0.457	
6	0	0.662	
7	1 1/8	1.122	
8	0 3/8	1.523	
9	1 1/4	1.524	
10	3 1/2	1.518	
11	0	2.051	
12	0 3/4	2.153	
13	5 3/8	2.572	
14	0	2.580	
15	2 1/8	2.501	
16	7 1/8	7.417	
17	7 3/8	9.027	
18	4 1/4	9.252	
19	4 1/4	10.166	
20	11 1/2	10.351	
21	1 1/4	11.583	
22	1 1/2	13.443	
23	0 1/2	13.463	
24	1 1/2	20.117	
25	0 1/2	20.130	
26	1 1/2	20.669	
27	1 1/2	21.019	
28	7 1/4	23.590	
29	7 1/2	27.927	
30	4 1/4	29.389	
31	1 1/2	31.303	
32	11 1/2	32.004	
33	4 1/2	33.183	
34	8 1/8	33.181	
35	8 1/2	33.134	
36	7 3/4	33.506	
37	9 1/2	43.525	
38	0	47.260	
39	1 1/2	47.625	
40	1 1/2	62.192	
41	4 3/4	68.091	
42	1 1/2	84.747	
43	1 1/2	109.163	
44	2 3/4	114.668	
45	1 1/2	123.111	
46	1 1/4	123.111	
47	5 5/8	124.851	
48	1 1/2	125.432	
49	1 1/2	129.032	
50	0	201.635	
51	9 1/2	465.366	

Council Clerk's Certificate.
I hereby certify that—
(1) the requirements of the Land Government Act, 1979 (other than the requirements for the registration of plans) have been complied with by the applicant in relation to the proposed subdivision and/or subdivision and/or subdivision.
(2) the requirements of the Land Government Act, 1979 (other than the requirements for the registration of plans) have been complied with by the applicant in relation to the proposed subdivision and/or subdivision and/or subdivision.
Subscribed at _____ on _____
(Signature) _____
Council Clerk.

SURVEYOR'S REFERENCE: P 8270



I, Brian Richard Davies, Registrar General for New South Wales, certify that this map is a photograph made of a permanent record of a document in my custody, this day of July, 1977.

1

HEIGHT SCHEDULE				HEIGHT DIFFERENCE SCHEDULE			
MARK	VALUE	CLASS	ORDER	FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM125144	15.883	LC	1	SSM125146	SSM125145	-1.015	DIFFERENTIAL LEVELING
SSM125145	20.88	D	4	SSM125145	SSM125144	-5.597	DIFFERENTIAL LEVELING
SSM125146	21.894	LC	1	SSM125144	SSM125311	1.587	DIFFERENTIAL LEVELING
SSM125311	18.667	LC	1	SSM125311	SSM125146	5.025	DIFFERENTIAL LEVELING

HEIGHT SCHEDULE				HEIGHT DIFFERENCE SCHEDULE			
MARK	VALUE	CLASS	ORDER	FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM125144	15.883	LC	1	SSM125146	SSM125145	-1.015	DIFFERENTIAL LEVELING
SSM125145	20.88	D	4	SSM125145	SSM125144	-5.597	DIFFERENTIAL LEVELING
SSM125146	21.894	LC	1	SSM125144	SSM125311	1.587	DIFFERENTIAL LEVELING
SSM125311	18.667	LC	1	SSM125311	SSM125146	5.025	DIFFERENTIAL LEVELING

SHORT ARC & LINE TABLE			
No.	BEARING	DISTANCE	RADIUS
1	338° 28' 30"	12.6	A 126
2	345° 13' 45"	6.38	R 638.5

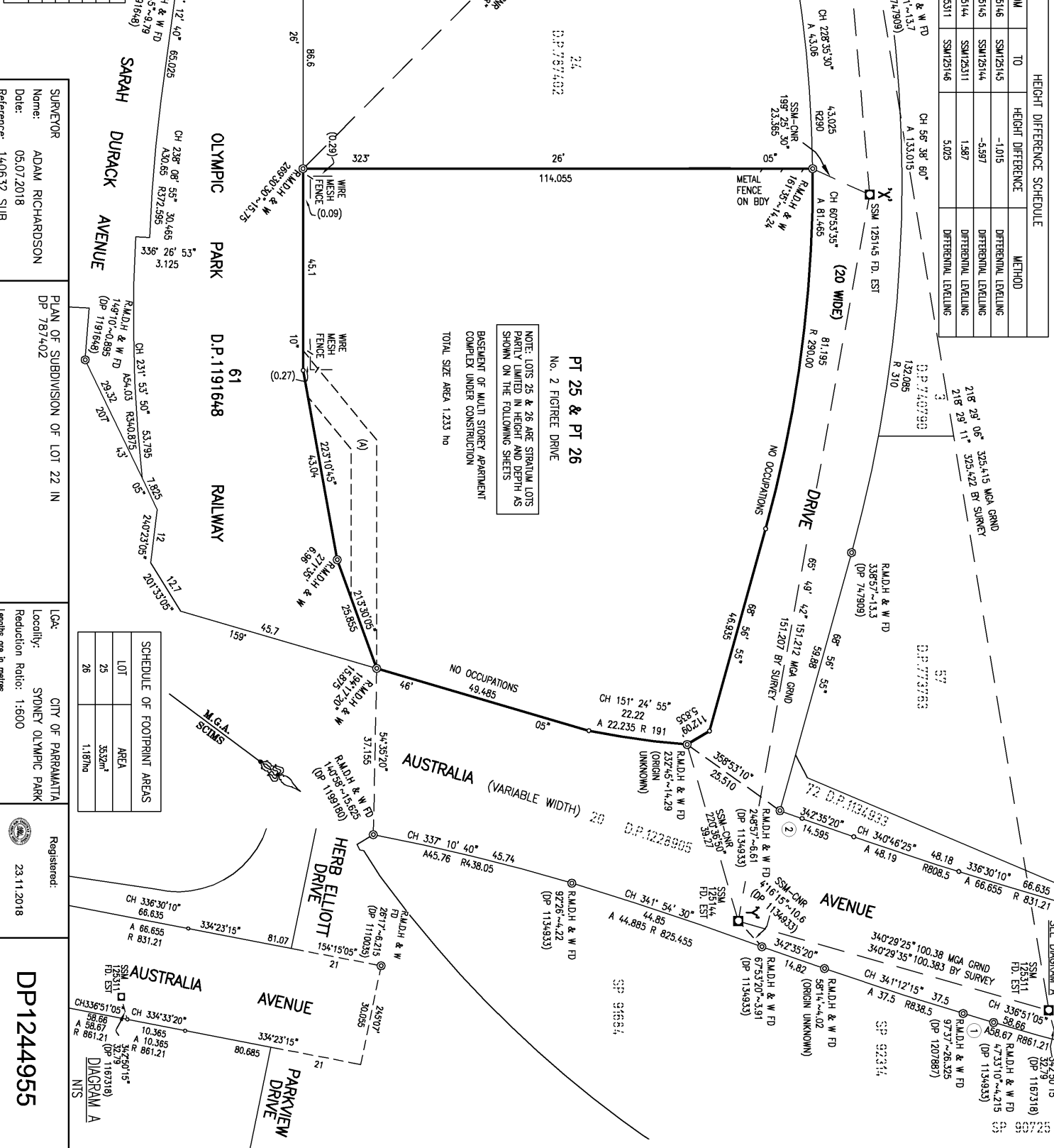
EXISTING EASEMENTS
(A) - EASEMENT TO DRAIN WATER 7 & 3 WIDE (DP774130)

WHOLE OF LOT EASEMENTS AFFECTING LOT 25 & 26
- EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
- EASEMENT FOR SERVICES (WHOLE OF LOT)

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

SURVEYING AND SPATIAL INFORMATION REGULATION 2017: CLAUSE 70(2)			
MARK	EAST	NORTH	ZONE
SSM 125144	321 737.636	6 252 978.841	56 B
SSM 125145	321 599.891	6 252 914.928	56 B
SSM 125146	321 501.606	6 252 816.735	56 B
SSM 125311	321 704.112	6 253 071.457	56 B

SOURCE: MGA COORDINATES ADOPTED FROM SCANS 05/07/2018
COMBINED SCALE FACTOR 0.999986



SURVEYOR
Name: ADAM RICHARDSON
Date: 05/07/2018
Reference: 140632 SUB

PLAN OF SUBDIVISION OF LOT 22 IN
DP 787402

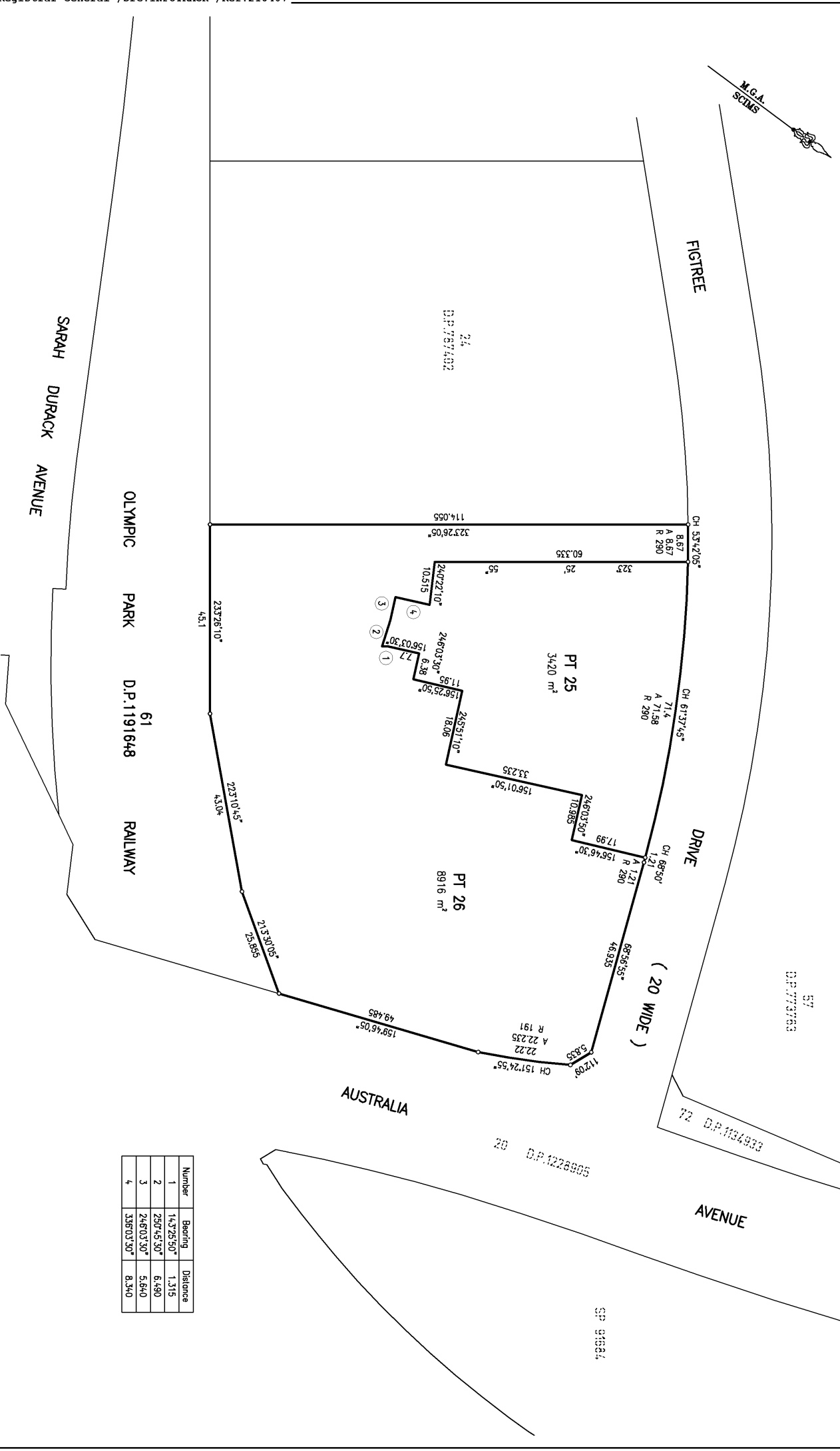
LGA: CITY OF PARARAMITA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:600
Lengths are in metres.

Registered:
23.11.2018

DP1244955

BASEMENT LEVEL 4

LOTS ON THIS SHEET ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF BASEMENT LEVEL 3 SHEET 3



Number	Bearing	Distance
1	143°25'50"	1.315
2	250°45'30"	6.490
3	246°03'30"	5.640
4	336°03'30"	8.340

SURVEYOR
Name: ADAM RICHARDSON
Date: 05.07.2018
Reference: 140632 SUB

PLAN OF SUBDIVISION OF LOT 22 IN
DP 787402

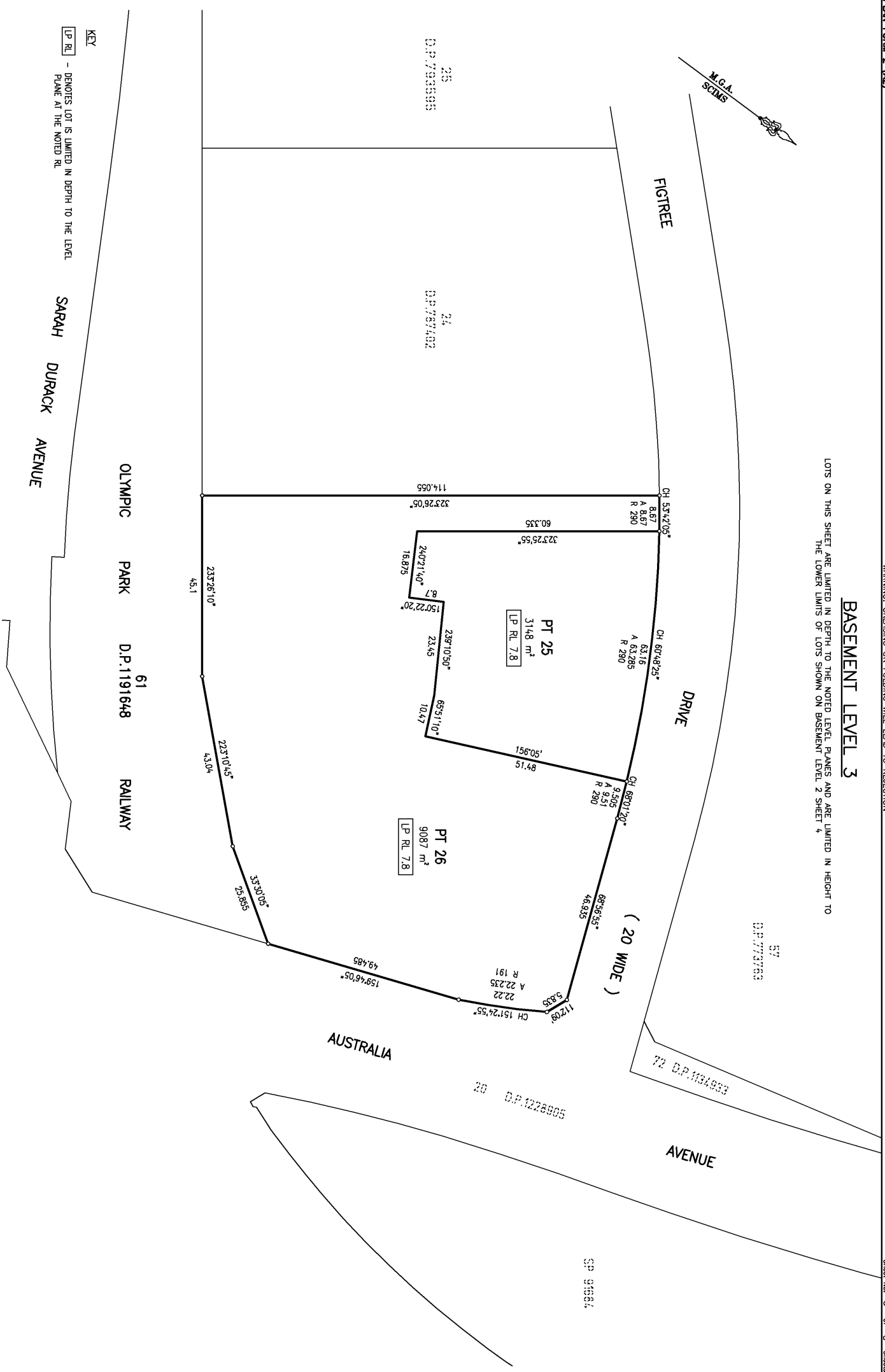
LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:600
Lengths are in metres.

Registered:
23.11.2018

DP1244955

BASEMENT LEVEL 3

LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANS AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT LEVEL 2 SHEET 4.

**KEY**

LP RL - DEMOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

SARAH DURACK AVENUE

OLYMPIC PARK D.P.1191648 RAILWAY

SURVEYOR
Name: ADAM RICHARDSON
Date: 05/07/2018
Reference: 140632 SUB

PLAN OF SUBDIVISION OF LOT 22 IN
DP 787402

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:600
Lengths are in metres.

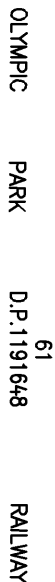


Registered:

23.11.2018

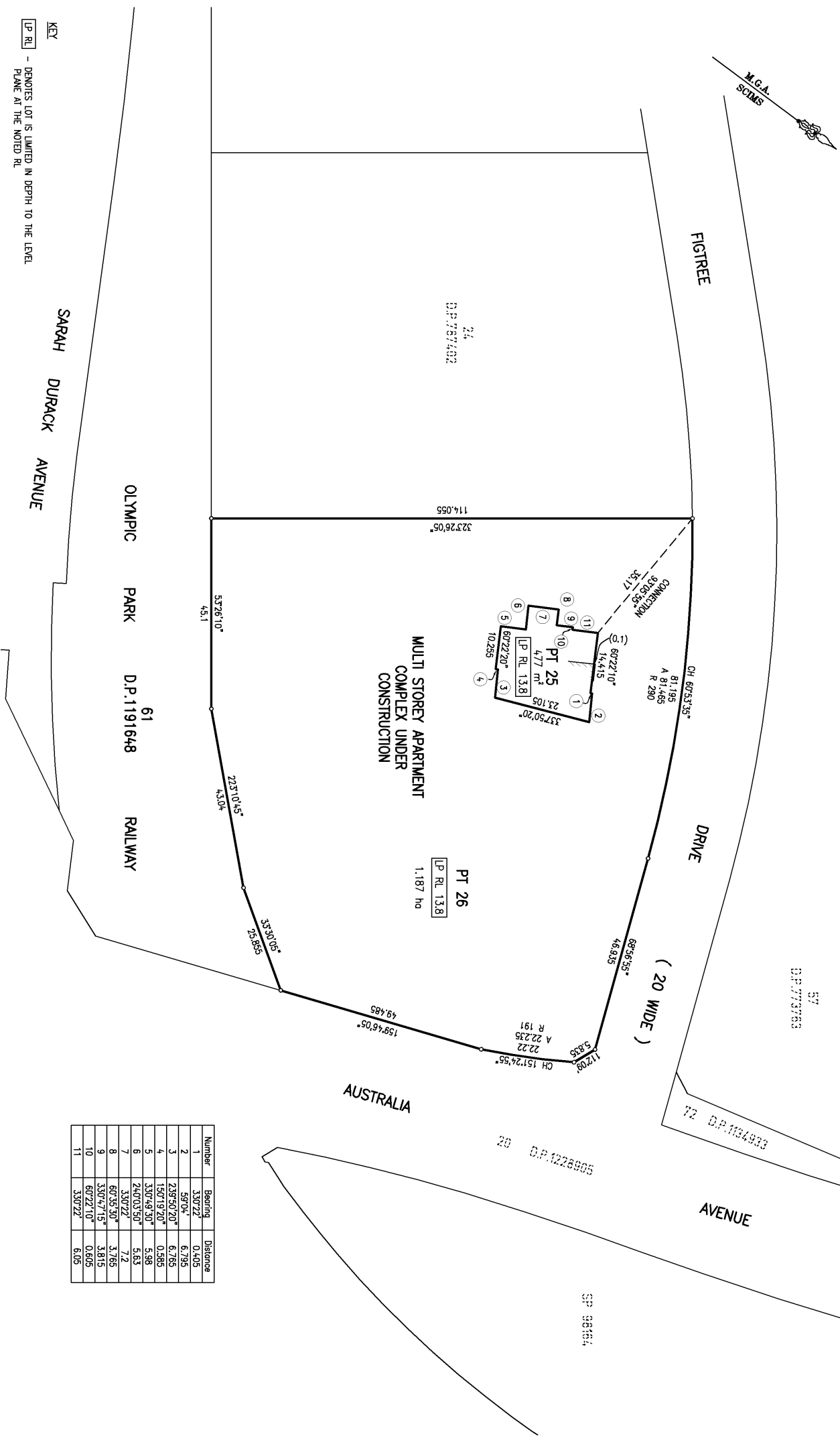
DP1244955

LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT LEVEL 1 SHEET 5

DP1244955

BASEMENT LEVEL 1

LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 1 SHEET 6



Number	Bearing	Distance
1	330°22'	0.405
2	59°04'	6.795
3	239°50'20"	6.785
4	150°19'20"	0.585
5	330°49'30"	5.98
6	240°03'50"	5.63
7	330°22'	7.2
8	60°35'30"	3.765
9	330°47'15"	3.815
10	60°22'10"	0.605
11	330°22'	6.05

KEY

LP RL - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 05.07.2018
 Reference: 140632 SUB

PLAN OF SUBDIVISION OF LOT 22 IN
 D.P. 787402

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:600
 Lengths are in metres.



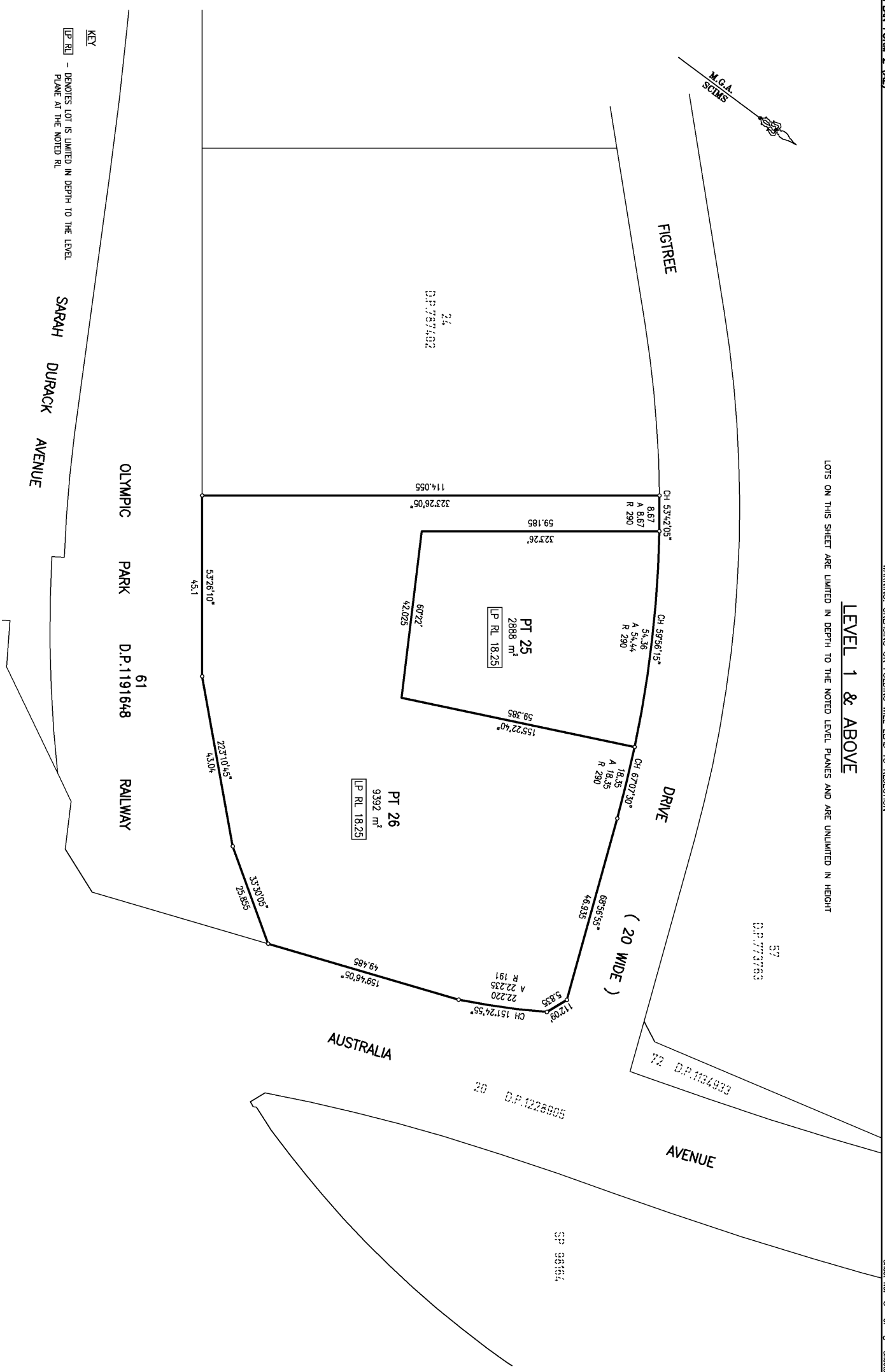
Registered:

23.11.2018

DP1244955

LEVEL 1 & ABOVE

LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE UNLIMITED IN HEIGHT

**KEY**

LP RL - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

SARAH DURACK AVENUE**OLYMPIC PARK**
D.P. 1191648

SURVEYOR
Name: ADAM RICHARDSON
Date: 05/07/2018
Reference: 140632 SUB


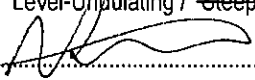
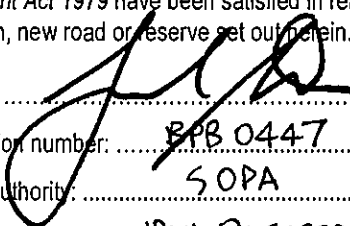
PLAN OF SUBDIVISION OF LOT 22 IN
D.P. 787402


LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:600
Lengths are in metres.

Registered:

23.11.2018

DP1244955

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)								
<p>Registered:  23.11.2018</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p style="text-align: center; font-size: 2em;">DP1244955</p>									
<p>PLAN OF SUBDIVISION OF LOT 22 IN DP 787402</p>	<p>LGA: CITY OF PARRAMATTA</p> <p>Locality: HOME BUSH SYDNEY OLYMPIC PARK</p> <p>Parish: CONCORD</p> <p>County: CUMBERLAND</p>									
<p style="text-align: center;">Survey Certificate</p> <p>I, <u>ADAM RICHARDSON</u></p> <p>of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on: <u>05.07.2018</u>, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding*) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: <u>X - Y</u></p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: <u>28.09.2018</u></p> <p>Surveyor Identification No: <u>8747</u></p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*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.</small></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>									
<p>Plans used in the preparation of survey/compilation</p> <table border="0"> <tr> <td>DP 1191648</td> <td>DP 1110035</td> </tr> <tr> <td>DP 747909</td> <td>SP 91684</td> </tr> <tr> <td>DP 1134933</td> <td>DP 1207887</td> </tr> <tr> <td>DP 1163718</td> <td></td> </tr> </table>	DP 1191648	DP 1110035	DP 747909	SP 91684	DP 1134933	DP 1207887	DP 1163718		<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>GORDON WREN</u></p> <p>*Authorised Person/*General Manager/* accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number: <u>BPB 0447</u></p> <p>Consent/Authority: <u>SOPA</u></p> <p>Date of Endorsement: <u>12TH OCTOBER 2018</u></p> <p>Subdivision Certificate no: <u>SUC 035</u></p> <p>File number: <u>DA 06-05-2018</u></p> <p><small>*Strike through if inapplicable</small></p>	
DP 1191648	DP 1110035									
DP 747909	SP 91684									
DP 1134933	DP 1207887									
DP 1163718										
<p>Surveyor's Reference: 140632 SUB</p>	<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>									

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
Registered:  23.11.2018	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1244955</div>	
PLAN OF SUBDIVISION OF LOT 22 IN DP 787402	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Subdivision Certificate No: <u>SUC035</u> Date of Endorsement: <u>12th OCTOBER 2018</u>	<div style="text-align: center; padding: 20px;"> <p>PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. POSITIVE COVENANT 2. RESTRICTION ON THE USE OF LAND 3. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT) 4. EASEMENT FOR SERVICES (WHOLE OF LOT) </div>	
SURVEYORS REFERENCE: 140632 SUB		

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
<div style="text-align: right; font-size: small;">Office Use Only</div> Registered: 23.11.2018	<div style="text-align: right; font-size: small;">Office Use Only</div> <h1 style="margin: 0;">DP1244955</h1>	
PLAN OF SUBDIVISION OF LOT 22 IN DP 787402	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Subdivision Certificate No: SUC035 Date of Endorsement: 12TH OCTOBER 2018		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence.</p> <p>Signature of witness: </p> <p>Name of witness: BENJAMIN WOODS</p> <p>Address of witness: LEVEL 1, 8 AUSTRALIA AVE, SYDNEY OLYMPIC PARK, NSW 2127</p> </div> <div style="width: 45%;"> <p>Certified correct for the purposes of the Real Property Act 1900 by the authorised officer of the prescribed authority named below.</p> <p>Signature of authorised officer: </p> <p>Authorised officer's name: NICHOLAS HUBBLE</p> <p>Authority of officer: EXECUTIVE DIRECTOR, COMMERCIAL</p> <p>Signing on behalf of: Sydney Olympic Park Authority</p> </div> </div>		
If space is insufficient use additional annexure sheet		
SURVEYORS REFERENCE: 140632 SUB		

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

ePlan

(Sheet 1 of 8 sheets)

Plan:
DP1244955

Plan of Subdivision of Lot 22 in DP787402 covered by
 Subdivision Certificate No. *SUC035*

Full name and address of the
 owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of
 8 Australia Avenue, Sydney Olympic Park NSW 2127

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Positive Covenant	25 and 26	Sydney Olympic Park Authority
2	Restriction on the Use of Land	25	Sydney Olympic Park Authority
3	Easement for Support & Shelter (whole of lot)	25 26	26 25
4	Easement for Services (whole of lot)	25 26	26 25

Part 2 (Terms)

1 Interpretation

1.1 Definitions

Unless the context otherwise requires:

- (a) **Act** means the Sydney Olympic Park Authority Act 2001 (NSW).
- (b) **Building** the mixed use building to be constructed on the Lot Burdened.
- (c) **Building Approval** means approval SSD 7662 as amended or varied.
- (d) **Building Works** means the completion of the Building in accordance with the Building Approval.
- (e) **Event** means any cultural, sporting, educational, commercial, tourist, recreational or entertainment activity or any other activity which SOPA may promote, co-ordinate, organise, manage, undertake, secure, provide or conduct in the exercise of its functions under the Act from time to time.

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

ePlan

(Sheet 2 of 8 sheets)

Plan:

DP1244955

Plan of Subdivision of Lot 22 in DP787402 covered by
Subdivision Certificate No. *SUC035*

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

Sydney Olympic Park Authority ABN 68 010 941 405 of
8 Australia Avenue, Sydney Olympic Park NSW 2127

-
- (f) **Grantee** means the registered proprietor of a Lot Benefited.
- (g) **Lot Burdened** means each lot burdened by an easement, positive covenant or restriction in this instrument.
- (h) **Lot Benefited** means the whole or any part of the lot having the benefit of an Easement.
- (i) **Grantor** means every person at any time entitled to an estate or interest in the Lot Burdened, including:
- (i) any freehold or leasehold estate or interest in possession in the Lot Burdened; and
 - (ii) any interest as the registered proprietor, lessee or occupier of a lot in a community scheme under the Community Land Management Act 1989 (NSW) or strata scheme under the Strata Schemes Development Act 2015 (NSW) within which scheme the Lot Burdened is a common property lot or community property lot.
- (j) **Plan** means the plan to which this instrument relates.
- (k) **Prescribed Authority** means SOPA and any other Authority authorised by SOPA.
- (l) **Residential Use** means:
- (i) residential accommodation; and
 - (ii) leasing activities and other services associated with the provision of residential accommodation.
- (m) **Service** includes:
- (i) the supply of water, gas, electricity, oil, and air conditioning;
 - (ii) the provision of sewerage and drainage;
 - (iii) telephone, television, radio impulses, signals or data transmission service or other transmission means;
 - (iv) security systems;
 - (v) fire hydrant and sprinkler systems;
 - (vi) irrigation systems;
 - (vii) ventilation (mechanical or otherwise) system; and
 - (viii) any other facility, supply or transmission.
- (n) **Service Apparatus** includes any apparatus, plant, pipes, cables, tubes, wires, conduits, airconditioning condenser units, ducts, tracks, and rises required for a Service or in connection with a Service.

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

ePlan

(Sheet 3 of 8 sheets)

Plan:

DP1244955

Plan of Subdivision of Lot 22 in DP787402 covered by
Subdivision Certificate No. *SUC035*

Full name and address of the
owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of
8 Australia Avenue, Sydney Olympic Park NSW 2127

-
- (o) **Sydney-Olympic Park** has the meaning it bears in the Act.
 - (p) **SOPA** means Sydney Olympic Park Authority and:
 - (i) any person appointed to replace or administer it or to carry out its functions; and
 - (ii) the Minister responsible for Sydney Olympic Park Authority or any administrator or replacement of it.

1.2 References to certain terms

Unless the contrary intention appears:

- (a) a reference to this public positive covenant or another instrument includes any variation or replacement of them;
- (b) a reference to a person includes the person's executors, administrators, successors and permitted assigns;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;
- (f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (h) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (i) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (j) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

2 Terms for Positive Covenant numbered 1 in the Plan

2.1 Obligations of Grantors

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

ePlan

(Sheet 4 of 8 sheets)

Plan:

DP1244955

Plan of Subdivision of Lot 22 in DP787402 covered by
Subdivision Certificate No. *SUC 035*

Full name and address of the
owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of
8 Australia Avenue, Sydney Olympic Park NSW 2127

Each Grantor:

- (a) acknowledges that the use of Sydney Olympic Park by the Prescribed Authority in the exercise of its statutory functions in relation to Events may affect the Grantor's use and enjoyment of the Lot Burdened (or, if the Lot Burdened is a community property lot or common property lot, the Grantor's use and enjoyment of any land in which Grantor has an interest within the community scheme or strata scheme of which that community property lot or common property lot forms part), including affectations caused by the matters referred to in clauses 2.2, 2.3, and 2.4; and
- (b) agrees to be bound by the terms of this positive covenant in favour of the Prescribed Authority.

2.2 Noise and lighting

- (a) During any Event (including during preparation for, and dismantling and removal of facilities and equipment and rubbish after, an Event) noise levels (including noise caused by crowds, amplified music and voices, broadcast announcements, alarms, sirens, pyrotechnic displays, helicopters, security patrols, traffic and animals) may exceed legal requirements and occur at times normally subject to noise restrictions.
- (b) Events may be illuminated by, or may incorporate the use of, normal lighting or high intensity lighting including floodlighting, spotlighting, laser lighting and other forms of illumination.
- (c) Each Grantor covenants that it will not complain in any forum about, or seek to make any claim or institute any action against, the Prescribed Authority or any other person for any disturbance, inconvenience, nuisance, disruption or economic loss arising from the above noise or lighting.

2.3 Vehicle and pedestrian access

During and for designated periods before and after an Event, Event traffic management may result in:

- (a) access being available only by designated routes; and
- (b) temporary closures to roads within Sydney Olympic Park and surrounding roads, and traffic delays; and
- (c) parking restrictions on areas available for public parking; and
- (d) changes to or suspension of normal public transport services to Sydney Olympic Park.

Each Grantor covenants that it will not complain in any forum about, or seek to make any claim or institute any action against, the Prescribed Authority or any other person for any disturbance, inconvenience, nuisance, disruption or economic loss arising from the above

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

ePlan

(Sheet 5 of 8 sheets)

Plan:
DP1244955

Plan of Subdivision of Lot 22 in DP787402 covered by
Subdivision Certificate No. *SUC035*

Full name and address of the
owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of
8 Australia Avenue, Sydney Olympic Park NSW 2127

restrictions on vehicle or pedestrian access provided that pedestrian and vehicular access remains available at all times to the Lot Burdened via an accessible route.

2.4 Security

If security is required for an Event:

- (a) security checks of persons and vehicles may be required for access to any area within Sydney Olympic Park designated by the Prescribed Authority as a secure area for the purposes of the Event; and
- (b) searches of vehicles, persons and goods may be undertaken on every entry into any designated secure area; and
- (c) access to designated secure areas may only be available to persons accredited in relation to the Event.

Each Grantor covenants that it will not complain in any forum about, or seek to make any claim or institute any action against, the Prescribed Authority or any other person for any disturbance, inconvenience, nuisance, disruption or economic loss arising from implementation by any person of any of the above security measures.

2.5 Rights and powers of Prescribed Authority

The rights and powers of the Prescribed Authority under this public positive covenant are in addition to and not in substitution for the rights and powers of the Prescribed Authority under Part 6 Division 4 of the Conveyancing Act, 1919.

This public positive covenant is made under section 88D of the Conveyancing Act, 1919.

3 Terms for Restriction on the Use of Land Use numbered 2 in the Plan

The use of the Lot Burdened is restricted to the effect that:

- (a) the Lot Burdened must only be used for Residential Use; and
- (b) the Grantor must not use, or permit others to use, the Lot Burdened for the purposes of hotel or motel accommodation, for serviced apartments or for any other temporary or short-term residential purposes.

4 Terms of Easement for Support and Shelter (whole of lot) numbered 3 in the Plan

- 4.1 The Grantor grants to the Grantee an easement for subjacent and lateral support and shelter in any direction:

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

ePlan

(Sheet 6 of 8 sheets)

Plan:

DP1244955

Plan of Subdivision of Lot 22 in DP787402 covered by
Subdivision Certificate No. *SUC035*

Full name and address of the
owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of
8 Australia Avenue, Sydney Olympic Park NSW 2127

-
- (a) of those parts of the Building erected on a Lot Benefited at the date of registration of the Plan; and
 - (b) of those parts of the Building on a Lot Benefited erected as part of the Building Works following registration of the Plan

by those parts of the Building which provide (now and in the future) that support and shelter, but only to the extent that the parts of the Building that are constructed in the future are able to be supported by and to afford shelter to the existing structure within the Lot Burdened.

4.2 The Grantor must:

- (a) not do anything which will detract from the support of the Lot Benefited; and
- (b) allow the Grantee to enter the Lot Burdened and to remain for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Lot Benefited is maintained.

4.3 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (c) restore the Lot Burdened as nearly as is practicable to its former condition;
- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the Lot Burdened for the permitted purpose under this easement.

5 Terms for Easement for Services (whole of lot) numbered 4 in the Plan

5.1 For the purposes of this easement, Services and Services Apparatus includes:

- (a) those Services and Services Apparatus installed up to and including the date of registration of the Plan; and
- (b) those Services and Services Apparatus installed as part of the Building Works following registration of the Plan.

5.2 The Grantee may:

- (a) use each Lot Burdened to provide Services to or from each Lot Benefited
- (b) use that part of the Lot Burdened reasonably required to install, use and maintain the Services Apparatus necessary for the operation of any Services; and
- (c) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened, and

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

ePlan

(Sheet 7 of 8 sheets)

Plan:

DP1244955

Plan of Subdivision of Lot 22 in DP787402 covered by
Subdivision Certificate No. *SUC035*

Full name and address of the
owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of
8 Australia Avenue, Sydney Olympic Park NSW 2127

-
- (ii) taking anything on to the Lot Burdened, and
 - (iii) carry out work, such as constructing, placing, repairing or maintaining Services and Services Apparatus.

5.3 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened, and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it, and
- (d) restore the Lot Burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

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

ePlan

(Sheet 8 of 8 sheets)

Plan:

DP1244955

Plan of Subdivision of Lot 22 in DP787402 covered by
Subdivision Certificate No. **SUC035**

Full name and address of the
owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of
8 Australia Avenue, Sydney Olympic Park NSW 2127

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

Signature of
witness:



Name of witness: **BENJAMIN WOODS**

Address of witness: **LEVEL 1, 8 AUSTRALIA
AVE, SYDNEY OLYMPIC
PARK, NSW 2127**

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

Signature of authorised
officer:



Authorised officer's name: **NICHOLAS HUBBLE**

Authority of officer: **EXECUTIVE DIRECTOR, COMMERCIAL**

Signing on behalf of:

**Sydney Olympic Park
Authority**

REGISTERED



23.11.2018

HEIGHT SCHEDULE			
MARK	CLASS	ORDER	HEIGHT DATUM VALIDATION
SSM 125144	15.083	LC	FROM SCMS - DATUM VALIDATION
SSM 125145	20.068	LC	FROM SCMS - DATUM VALIDATION
SSM 125146	21.694	LC	FROM SCMS - DATUM VALIDATION
SSM 125311	16.667	LC	FROM SCMS - DATUM VALIDATION

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 125146	SSM 125145	-1.015	DIFFERENTIAL LEVELING
SSM 125145	SSM 125144	-5.597	DIFFERENTIAL LEVELING
SSM 125144	SSM 125311	1.587	DIFFERENTIAL LEVELING
SSM 125311	SSM 125146	5.025	DIFFERENTIAL LEVELING

SHORT ARC & LINE TABLE			
No.	BEARING	DISTANCE	ARC RADIUS
1	359° 29' 30"	12.6	A 12.6
2	343° 13' 45"	6.38	R 808.5

WHOLE OF LOT EASEMENTS AFFECTING LOT 33 & 34
VIDE DP 1244955

- EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
- EASEMENT FOR SERVICES (WHOLE OF LOT)

WHOLE OF LOT EASEMENTS AFFECTING LOT 33 & 34

- EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
- EASEMENT FOR SERVICES (WHOLE OF LOT)

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

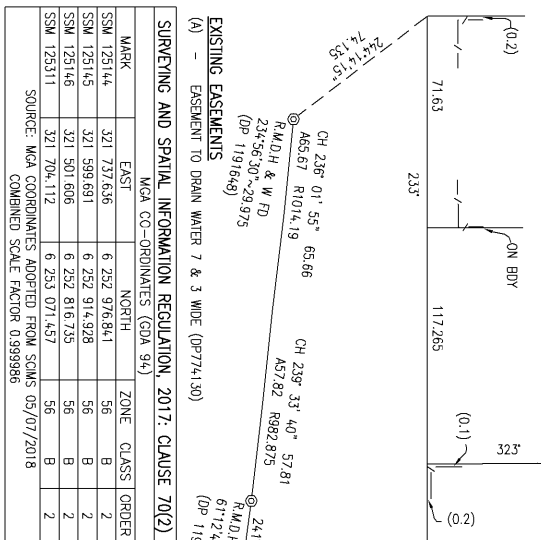


Diagram illustrating a survey intersection and road layout. The main road is RMDH & W FD, running North-South. A side road, OLYMPIC PARK AVENUE, branches off to the East. The intersection is marked with a circle and labeled 'WIRE MESH FENCE'.

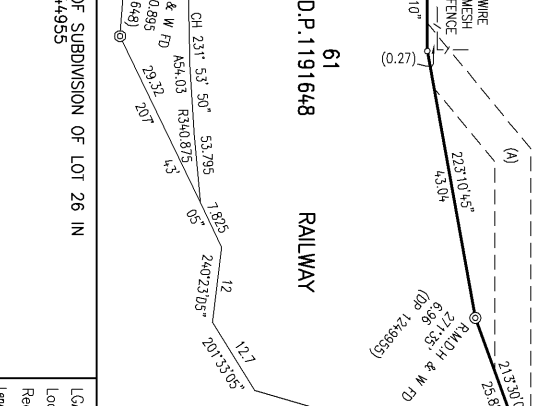
Key Data Points:

- Intersection Point:** Station 265+30.30, bearing 145° 5' 75" (DP 12469835).
- Side Road (OLYMPIC PARK AVENUE):**
 - Bearing: 1° 12' 40" (CH 238° 08' 55" / A30.65 / R372.595).
 - Distance: 65.025.
 - Stationing: 336.1, 26.6, 53.1, 3.125.
- Other Roads:** SARAH DURECK AVENUE, RMDH & W FD.
- Angles:** 32.3° at the intersection.
- Distances:** 86.6, 45.1, 60.0.

Survey Information:

NAME	ADAM RICHARDSON
SURVEYOR	ADAM RICHARDSON
DATE	05.07.2018
REFERENCE	1406370 SUR

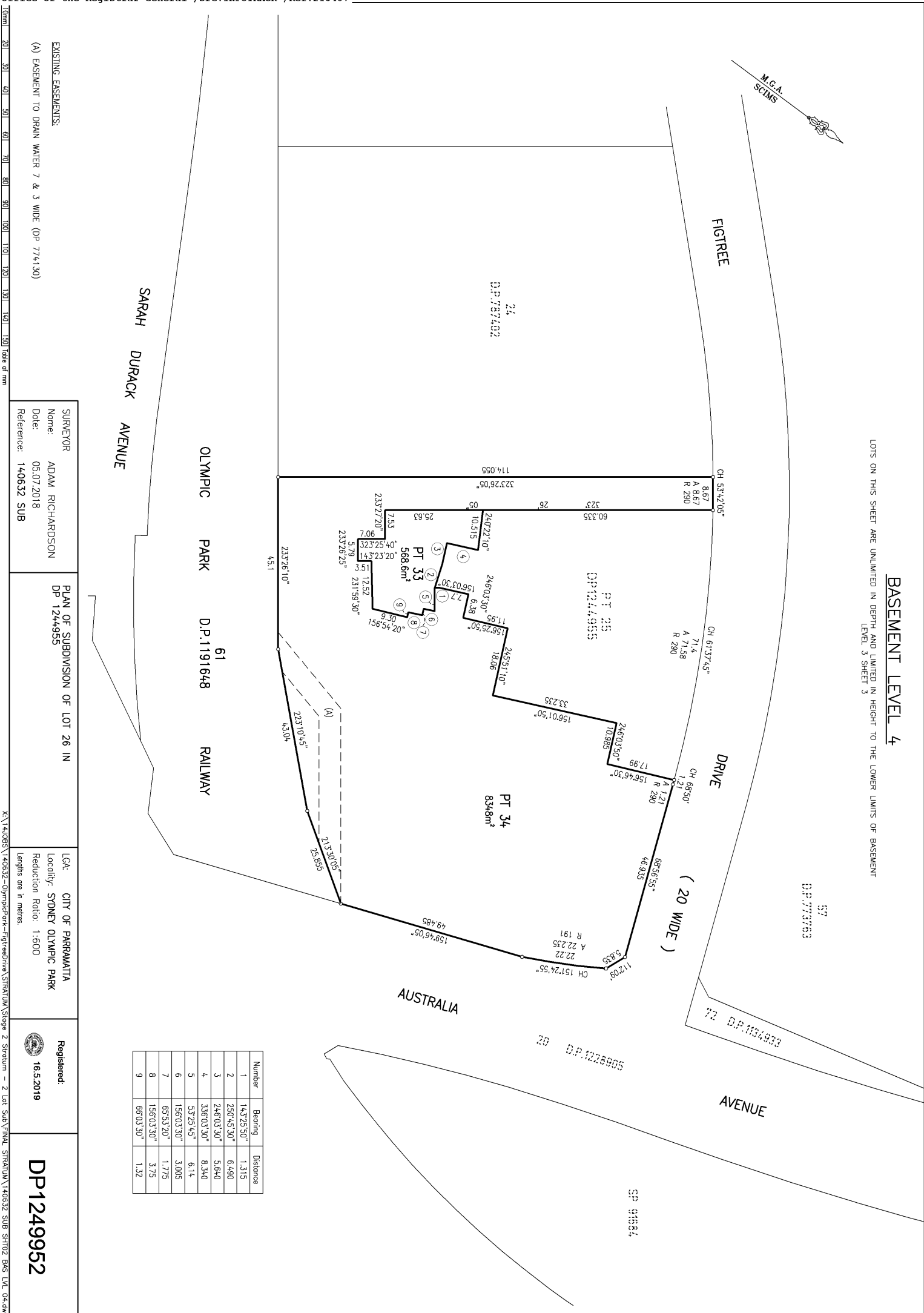
PLAN C D P 122



SURVEYOR Name: ADAM RICHARDSON Date: 05/07/2018 Reference: 140632 SUB		PLAN OF SUBDIVISION OF LOT 26 IN DP 1244955	
LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:600 Lengths are in metres.		Registered: 16.5.2019	
DP1249952		DIAGRAM A	

BASEMENT LEVEL 4

LOTS ON THIS SHEET ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF BASEMENT LEVEL 3 SHEET 3



© Office of the Registrar-General /Src:INFOTRACK /Ref:210407

X:\140632\OlympicPark-FigtreeDrive\STRATUM\Stage 2 Structure - 2 Lot Sub\FINAL STRATUM\140632 SUB SH02 BWS LVL 04.dwg

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

EXISTING EASEMENTS:
(A) EASEMENT TO DRAIN WATER 7 & 3 WIDE (DP 774.130)

SURVEYOR
Name: ADAM RICHARDSON
Date: 05.07.2018
Reference: 140632 SUB

PLAN OF SUBDIVISION OF LOT 26 IN
DP 1244955

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:600
Lengths are in metres.

Registered:
16.5.2019

DP1249952

Number	Bearing	Distance
1	143°25'50"	1.315
2	250°45'30"	6.490
3	246°03'30"	5.640
4	336°03'30"	8.340
5	53°25'45"	6.14
6	156°03'30"	3.005
7	65°53'20"	1.775
8	156°03'30"	3.75
9	66°03'30"	1.32

BASEMENT LEVEL 3

LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL. PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT LEVEL 2 SHEET 4.

M.G.A. SCIMS

FIGURE

DRIVE

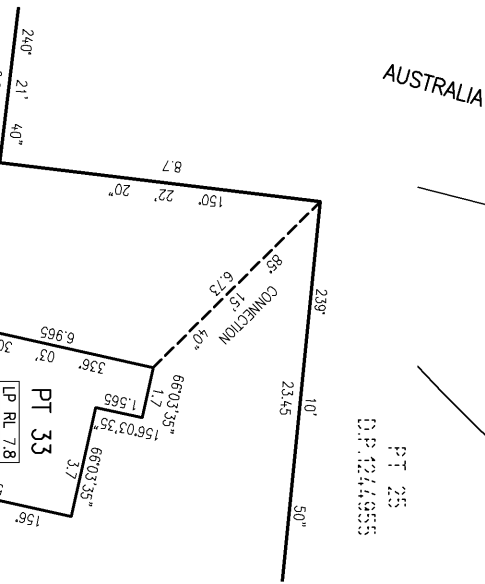
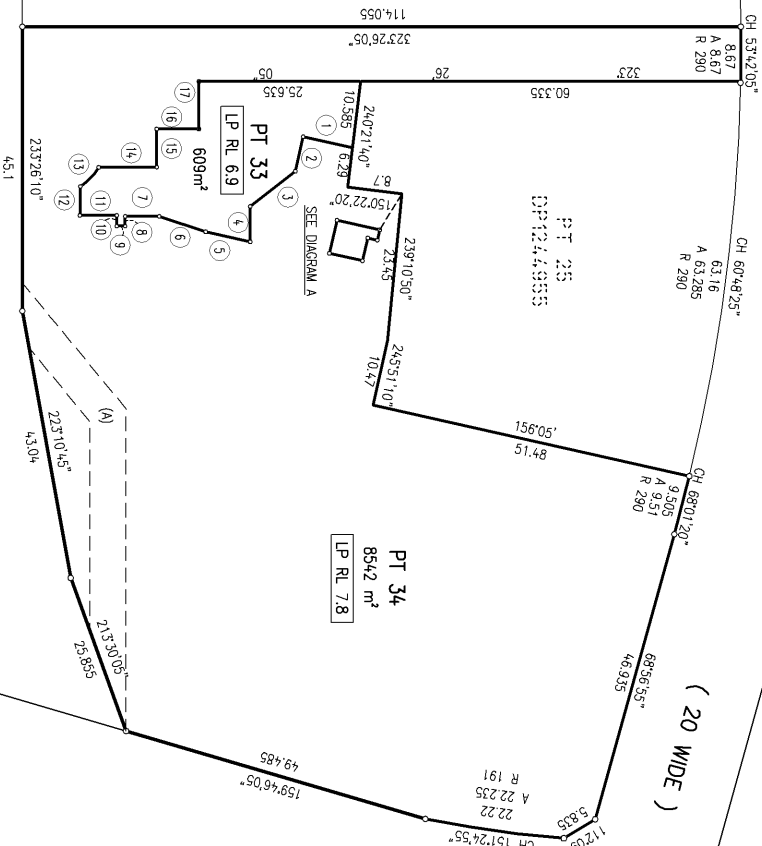
AVENUE

TABLE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
13	27651.40"	4.17	4.215
14			8.42

24.
D.P.787402

25.
D.P.793595

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	156°03'30"	8
2	66°03'30"	5.635
3	105°39'40"	9.12
4	53°25'45"	5.605
5	156°03'30"	7.26
6	161°54'35"	7.735
7	143°32'30"	5.405
8	53°25'55"	1.555
9	143°32'30"	1.36
10	233°25'55"	1.7
11	143°25'55"	5.865
12	234°57'45"	4.61
14	323°	9.265
15	53°19'25"	6.065
16	323°34'40"	6.69
17	53°25'55"	7.545



OLYMPIC PARK D.P.1191648 RAILWAY

SARAH DURACK AVENUE

KEY
LP RL - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

EXISTING EASEMENTS:
(A) EASEMENT TO DRAIN WATER 7 & 3 WIDE (OP 774130)

SURVEYOR
Name: ADAM RICHARDSON
Date: 05/07/2018
Reference: 140632 SUB

PLAN OF SUBDIVISION OF LOT 26 IN
DP 1244955

LGA: CITY OF PARAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:600
Lengths are in metres.

Registered:
16.5.2019

DP1249952

DIAGRAM A
SCALE 1:125

BASEMENT LEVEL 2

LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANS AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT LEVEL 1 SHEET 5

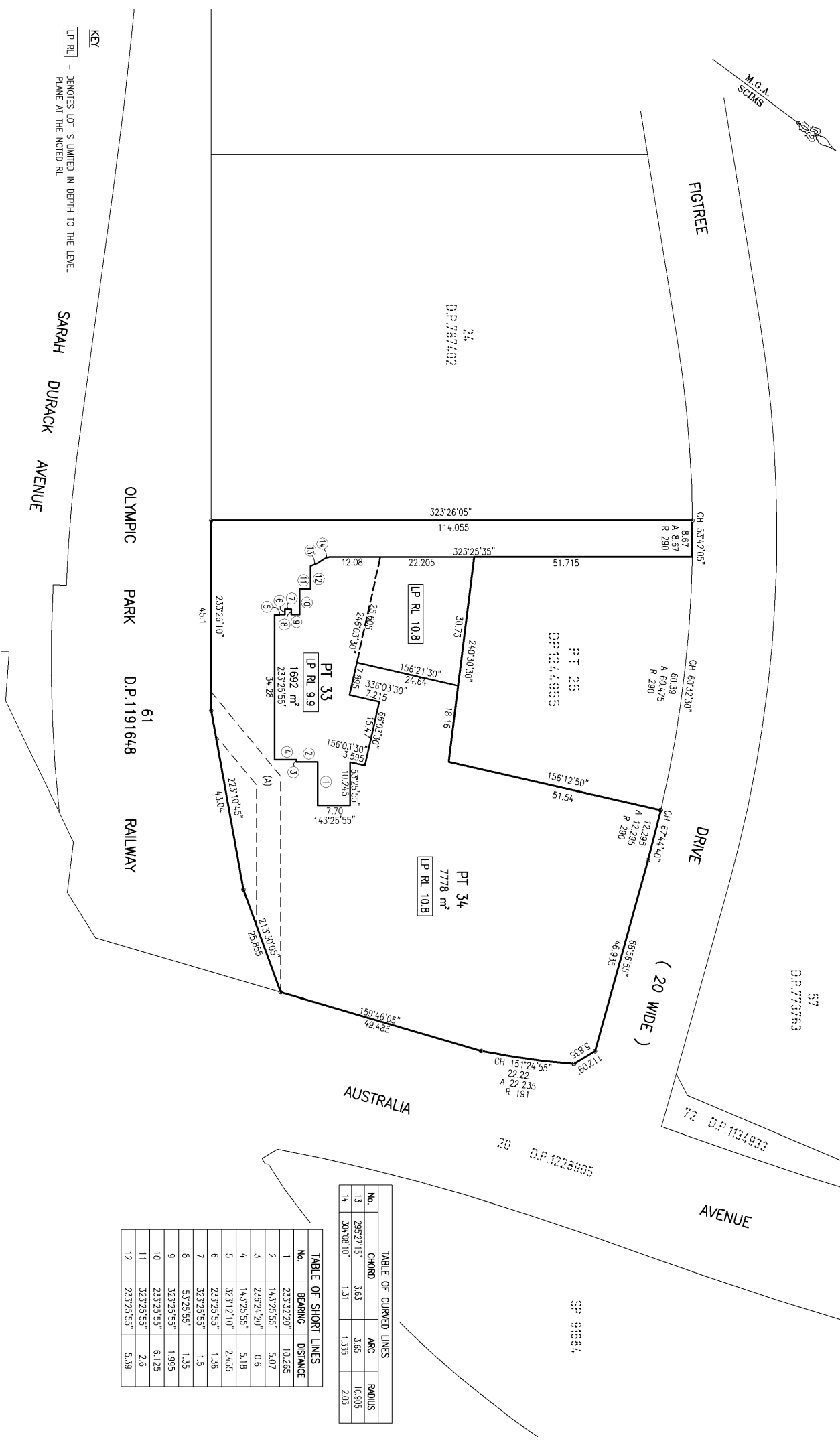


TABLE OF CURVED LINES

No.	CHORD	ARC	RADIUS
13	285°27'15"	3.63	3.65
14	304°08'10"	1.31	1.35

TABLE OF SHORT LINES

No.	BEARING	DISTANCE
1	233°32'20"	10.265
2	143°25'55"	5.07
3	236°24'20"	0.6
4	143°25'55"	5.18
5	328°12'10"	2.455
6	233°25'55"	1.36
7	323°25'55"	1.5
8	53°25'55"	1.35
9	323°25'55"	1.995
10	233°25'55"	6.125
11	323°25'55"	2.6
12	233°25'55"	5.39

EXISTING EASEMENTS:
(A) EASEMENT TO DRAIN WATER 7 & 3 WIDE (DP 774130)

SURVEYOR
Name: ADAM RICHARDSON
Date: 05/07/2018
Reference: 140632 SUB

PLAN OF SUBDIVISION OF LOT 26 IN
DP 1244955

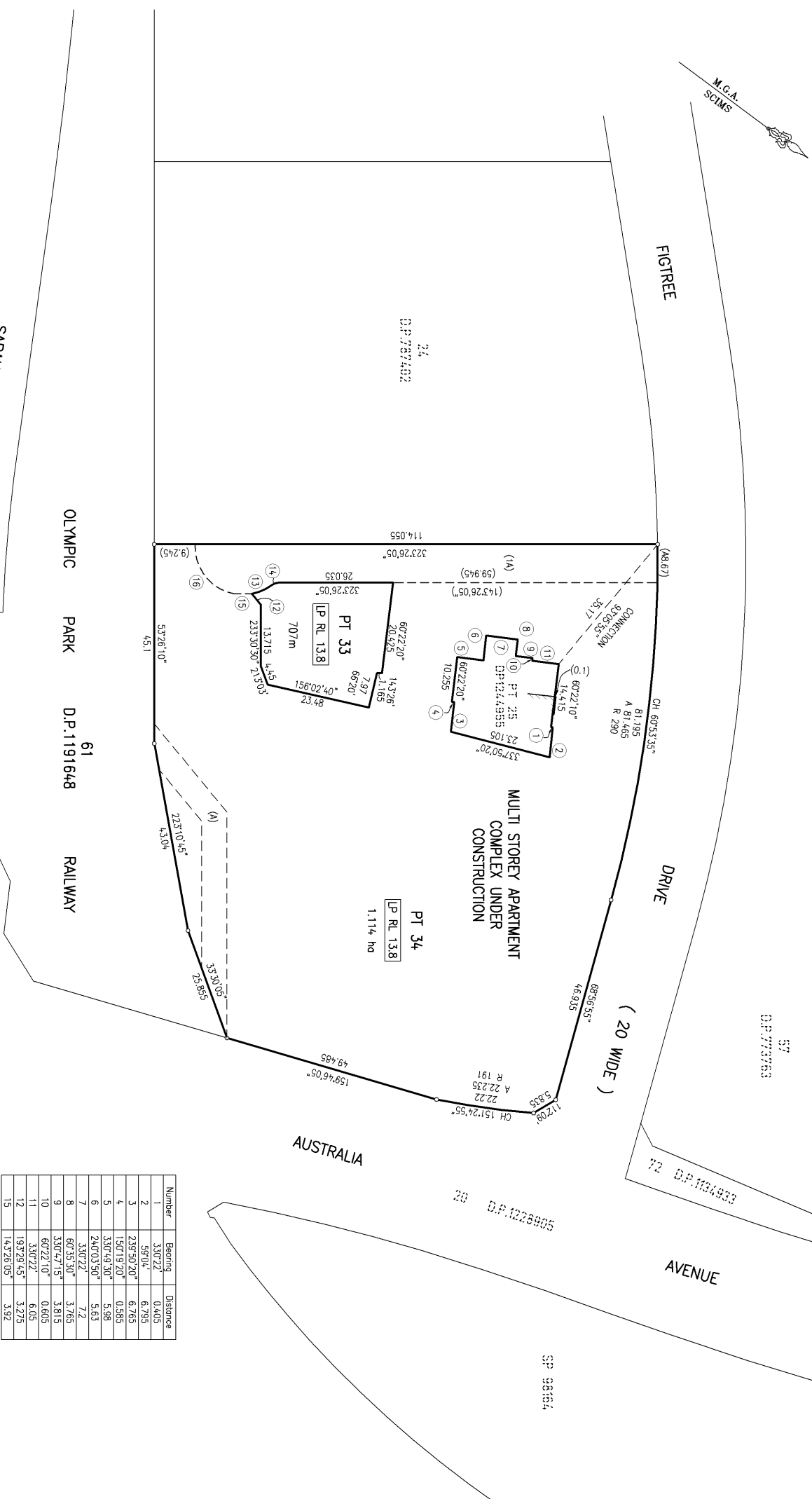
LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:600
Lengths are in metres.

Registered:
16.5.2019

DP1249952

BASEMENT LEVEL 1

LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 1 SHEET 6.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOTS.



KEY
 [LP RL] - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

EXISTING EASEMENTS:

(A) EASEMENT TO DRAIN WATER 7 & 3 WIDE (DP 774130)

EASEMENTS:

(1A) EASEMENT FOR ACCESS VARIABLE WIDTH WIDE (LIMITED IN STRATUM)

SARAH DURACK AVENUE

OLYMPIC PARK D.P.1191648 RAILWAY

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 05/07/2018
 Reference: 140632 SUB

PLAN OF SUBDIVISION OF LOT 26 IN D.P.1244955

LGA: CITY OF PARRAMATTA
 Locality: SYDNEY OLYMPIC PARK
 Reduction Ratio: 1:600
 Lengths are in metres.


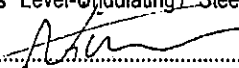
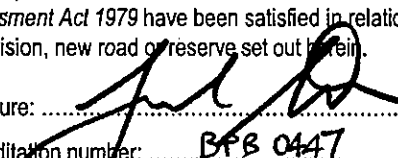
Registered:
 16.5.2019


DP1249952

Number	Bearing	Distance
1	330°22'	0.405
2	59°04'	6.795
3	239°50'20"	6.765
4	150°19'20"	0.585
5	330°48'30"	5.98
6	240°03'50"	5.63
7	330°22'	7.2
8	60°35'30"	3.765
9	330°47'15"	3.815
10	60°22'10"	0.605
11	330°22'	6.05
12	192°28'45"	3.275
15	143°26'05"	3.92


No.	CHORD	ARC	RADIUS
13	299°28'35"	5.13	5.18
14	304°15'10"	1.31	1.35
16	194°49'30"	14.32	15.63

ePlan

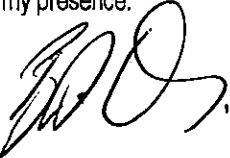
PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Registered:  16.5.2019 Title System: TORRENS		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 26 IN DP 1244955		DP1249952 LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Parish: CONCORD County: CUMBERLAND			
<p align="center">Survey Certificate</p> I, <u>ADAM RICHARDSON</u> of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on: 05.07.2018, or *(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the <i>Surveying and Spatial</i> <i>Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 14.01.2019 Surveyor Identification No: 8747 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *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.		<p align="center">Crown Lands NSW/Western Lands Office Approval</p> I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:			
Plans used in the preparation of survey/compilation DP 1191648 DP 1110035 DP 747909 SP 91684 DP 1134933 DP 1207887 DP 1163718 DP 1244955		<p align="center">Subdivision Certificate</p> I, <u>GORDON WREN</u> *Authorised Person/*General Manager* accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and</i> <i>Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: BFB 0447 Consent/Authority: SOPA Date of Endorsement: 30TH JAN. 2019 Subdivision Certificate no: SUC047 File number: DA 11-11-2018 *Strike through if inapplicable			
STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land. If space is insufficient continue on PLAN FORM 6A		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			
Surveyor's Reference: 140632 SUB					

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Registered:  16.5.2019</p> <p>PLAN OF SUBDIVISION OF LOT 26 IN DP 1244955</p> <p>Subdivision Certificate No: <u>SVC 047</u></p> <p>Date of Endorsement: <u>30TH JAN 2019</u></p> </div> <div style="width: 5%; text-align: center; font-size: small;">Office Use Only</div> </div>		<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"></div> <div style="width: 5%; text-align: center; font-size: small;">Office Use Only</div> </div> <div style="text-align: center; font-size: 2em; font-weight: bold; margin-top: 20px;">DP1249952</div> <div style="margin-top: 10px;"> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div>
<p style="text-align: center;">PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. RESTRICTION ON THE USE OF LAND 2. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT) 3. EASEMENT FOR SERVICES (WHOLE OF LOT) 4. EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (1A) <p style="text-align: center; margin-top: 40px;">ADDRESSES ARE NOT KNOW AT THIS STAGE</p> <p style="text-align: center; margin-top: 100px;">If space is insufficient use additional annexure sheet</p>		
<p>SURVEYORS REFERENCE: 140632 SUB</p>		

ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
<div style="display: flex; justify-content: space-between;"> <div>Registered: </div> <div>16.5.2019</div> <div style="text-align: right; font-size: small;">Office Use Only</div> </div>	<div style="font-size: 2em; font-weight: bold;">DP1249952</div>	
PLAN OF SUBDIVISION OF LOT 26 IN DP 1244955	<div style="font-size: small;">This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Subdivision Certificate No: Date of Endorsement:		


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

Signature of witness: 

Name of witness: BENJAMIN WOODS

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

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

Signature of authorised officer: 

Authorised officer's name: NICHOLAS HUBBLE

Authority of officer: EXECUTIVE DIRECTOR, COMMERCIAL

Signing on behalf of: Sydney Olympic Park Authority

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140632 SUB

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

ePlan

(Sheet 1 of 7 sheets)

Plan:

DP1249952

Plan of Subdivision of Lot 26 in DP 1244955 covered by
Subdivision Certificate No. 506047

Full name and address of the
owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of 8
Australia Avenue, Sydney Olympic Park NSW 2127

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on the Use of Land	33	Sydney Olympic Park Authority
2	Easement for Support & Shelter (whole of lot)	33 34	34 33
3	Easement for Services (whole of lot)	33 34	34 33
4	Easement for Access	34	33

VARIABLE WIDTH (LIMITED IN STRATUM)

Part 2 (Terms)

1. Interpretation

1.1 Definitions

Unless the context otherwise requires:

- (a) **Act** means the Sydney Olympic Park Authority Act 2001 (NSW).
- (b) **Building** the mixed use building to be constructed on the Lot Burdened.
- (c) **Building Approval** means approval SSD 7662 as amended or varied.
- (d) **Building Works** means the completion of the Building in accordance with the Building Approval.
- (e) **Grantee** means the registered proprietor of a Lot Benefited.
- (f) **Lot Burdened** means each lot burdened by an easement, positive covenant or restriction in this instrument.
- (g) **Lot Benefited** means the whole or any part of the lot having the benefit of an Easement.

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

ePlan

(Sheet 2 of 7 sheets)

Plan:

DP1249952

Plan of Subdivision of Lot 26 in DP 1244955 covered by Subdivision Certificate No. SUC 047

Full name and address of the owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of 8
Australia Avenue, Sydney Olympic Park NSW 2127

-
- (h) **Grantor** means every person at any time entitled to an estate or interest in the Lot Burdened, including:
- (i) any freehold or leasehold estate or interest in possession in the Lot Burdened; and
 - (ii) any interest as the registered proprietor, lessee or occupier of a lot in a community scheme under the Community Land Management Act 1989 (NSW) or strata scheme under the Strata Schemes Development Act 2015 (NSW) within which scheme the Lot Burdened is a common property lot or community property lot.
- (i) **Plan** means the plan to which this instrument relates.
- (j) **Residential Use** means:
- (i) residential accommodation; and
 - (ii) leasing activities and other services associated with the provision of residential accommodation.
- (k) **Service** includes:
- (i) the supply of water, gas, electricity, oil, and air conditioning;
 - (ii) the provision of sewerage and drainage;
 - (iii) telephone, television, radio impulses, signals or data transmission service or other transmission means;
 - (iv) security systems;
 - (v) fire hydrant and sprinkler systems;
 - (vi) irrigation systems;
 - (vii) ventilation (mechanical or otherwise) system; and
 - (viii) any other facility, supply or transmission.
- (l) **Service Apparatus** includes any apparatus, plant, pipes, cables, tubes, wires, conduits, airconditioning condenser units, ducts, tracks, and rises required for a Service or in connection with a Service.

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

ePlan

(Sheet 3 of 7 sheets)

Plan:

DP1249952

Plan of Subdivision of Lot 26 in DP 1244955 covered by Subdivision Certificate No. SVC 047

Full name and address of the owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of 8
Australia Avenue, Sydney Olympic Park NSW 2127

1.2 References to certain terms

Unless the contrary intention appears:

- (a) a reference to this public positive covenant or another instrument includes any variation or replacement of them;
- (b) a reference to a person includes the person's executors, administrators, successors and permitted assigns;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;
- (f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (h) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (i) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (j) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

2. Terms for Restriction on the Use of Land Use numbered 1 in the Plan

The use of the Lot Burdened is restricted to the effect that:

- (a) the Lot Burdened must only be used for Residential Use; and
- (b) the Grantor must not use, or permit others to use, the Lot Burdened for the purposes of hotel or motel accommodation, for serviced apartments or for any other temporary or short-term residential purposes.

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

ePlan

(Sheet 4 of 7 sheets)

Plan:

DP1249952

Plan of Subdivision of Lot 26 in DP 1244955 covered by Subdivision Certificate No. 500 047

Full name and address of the owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of 8
Australia Avenue, Sydney Olympic Park NSW 2127

3. Terms of Easement for Support and Shelter (whole of lot) numbered 2 in the Plan

The Grantor grants to the Grantee an easement for subjacent and lateral support and shelter in any direction:

- (a) of those parts of the Building erected on a Lot Benefited at the date of registration of the Plan; and
- (b) of those parts of the Building on a Lot Benefited erected as part of the Building Works following registration of the Plan

by those parts of the Building which provide (now and in the future) that support and shelter, but only to the extent that the parts of the Building that are constructed in the future are able to be supported by and to afford shelter to the existing structure within the Lot Burdened.

3.2 The Grantor must:

- (a) not do anything which will detract from the support of the Lot Benefited; and
- (b) allow the Grantee to enter the Lot Burdened and to remain for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Lot Benefited is maintained.

3.3 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (c) restore the Lot Burdened as nearly as is practicable to its former condition;
- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the Lot Burdened for the permitted purpose under this easement.

4. Terms for Easement for Services (whole of lot) numbered 3 in the Plan

4.1 For the purposes of this easement, Services and Services Apparatus includes:

- (a) those Services and Services Apparatus installed up to and including the date of registration of the Plan; and
- (b) those Services and Services Apparatus installed as part of the Building Works following registration of the Plan.

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

ePlan

(Sheet 5 of 7 sheets)

Plan:
DP1249952

**Plan of Subdivision of Lot 26 in DP 1244955 covered by
Subdivision Certificate No. ~~600 047~~**

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

Sydney Olympic Park Authority ABN 68 010 941 405 of 8
Australia Avenue, Sydney Olympic Park NSW 2127

4.2 The Grantee may:

- (a) use each Lot Burdened to provide Services to or from each Lot Benefited
- (b) use that part of the Lot Burdened reasonably required to install, use and maintain the Services Apparatus necessary for the operation of any Services; and
- (c) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened, and
 - (ii) taking anything on to the Lot Burdened, and
 - (iii) carry out work, such as constructing, placing, repairing or maintaining Services and Services Apparatus.

4.3 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened, and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it, and
- (d) restore the Lot Burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

5. Terms for Easement for Access numbered 4 in the Plan

5.1 The Grantee and its Authorised Users may pass and repass across the Easement Site with or without vehicles to get to and from the Lot Burdened.

5.2 In exercising the rights granted under this Easement, the Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened, and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it, and
- (c) make good any collateral damage.

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

ePlan

(Sheet 6 of 7 sheets)

Plan:

DP1249952

Plan of Subdivision of Lot 26 in DP 1244955 covered by Subdivision Certificate No. *SUC 047*

Full name and address of the owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of 8
Australia Avenue, Sydney Olympic Park NSW 2127

-
- 5.3 The rights under this Easement for Access will cease to have effect upon the earlier of dedication of that part of the Lot Burdened containing the Easement Site as public road or the creation of alternative access rights in favour of the Lot Benefited.

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

ePlan

(Sheet 7 of 7 sheets)

Plan:

DP1249952

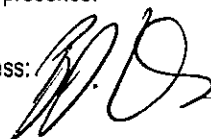
Plan of Subdivision of Lot 26 in DP 1244955 covered by
Subdivision Certificate No. SVC 047

Full name and address of the
owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of 8
Australia Avenue, Sydney Olympic Park NSW 2127

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

Signature of witness:



Name of witness: BENJAMIN WOODS

Address of witness: LEVEL 8,

5 OLYMPIC BOULEVARD
SYDNEY OLYMPIC PARK
NSW 2127

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

Signature of authorised officer:



Authorised officer's name: NICHOLAS HUBBLE

Authority of officer: EXECUTIVE DIRECTOR, COMMERCIAL

Signing on behalf of:

Sydney Olympic Park
Authority

Form: 0ITG
Release: 3-1

TRANSFER
GRANTING EASEMENT
New South Wales
Real Property Act 1900



AP536220T

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

(A) **TORRENS TITLE**

Servient Tenement	Dominant Tenement
Folio Identifier: 34/1249952	An easement in gross pursuant to s88A of the Conveyancing Act 1919

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
599D LLPN 123438S	Minter Ellison Governor Macquarie Trust 1 Farrer Place, Sydney Ph (02) 9921 8888	TG
Reference:	JMEAKES 1247405	

(C) **TRANSFEROR**

SYDNEY OLYMPIC PARK AUTHORITY

(D)

The transferor acknowledges receipt of the consideration of \$ 1.00
and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

RIGHT OF WAY variable width shown as "E" and EASEMENT FOR ELECTRICITY AND OTHER PURPOSES variable width shown as "A" on DP1253752 as set out in paragraphs 1 and 2 of Annexure A
out of the servient tenement and appurtenant to the dominant tenement.

(F)

Encumbrances (if applicable):

(G) **TRANSFeree**

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
ABN 67 505 337 385

DATE 11 SEPTEMBER, 2019

(H) I certify that I am an eligible witness and that an authorised officer of the transferor signed this dealing in my presence.
[See note* below].

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

Signature of witness:

Signature of authorised officer:

Name of witness:

Catherine Modini

Authorised officer's name:

Nicholas Hubble

Address of witness:

Lot 8, 5 Olympic Boulevard
Sydney Olympic Park.

Authority of officer:

Executive Director, Commercial

Signing on behalf of:

Sydney Olympic Park
Authority

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Signature of attorney:

Name of witness:

Attorney's name:

See Annexure A

Address of witness:

Signing on behalf of:

Power of attorney-Book:

-No.:

CT PROD by CSH
Date: 6-9-2019
For: DP

Annexure **A** to TRANSFER GRANTING EASEMENT

Parties:


SYDNEY OLYMPIC PARK AUTHORITY and ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
ABN 67 505 337 385

Dated

- 1. A RIGHT OF WAY variable width over the land shown as "E" on deposited plan DP1253752 on the terms of a right of carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919, together with the right to park vehicles upon the right of carriageway.
- 2. An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the servient tenement shown as "(A) PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH" on DP1253752 on the terms and conditions set out in Memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in Memorandum AK980903.

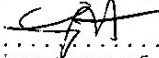
Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

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


.....
Signature of Attorney


NIGEL PETER JOHN LOWRY
.....
Print Name of Attorney

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in presence.
[See note* below].


.....
Signature of Witness

Timothy Scott
.....
Print Name of Witness

570 GEORGE ST SYDNEY
.....
Print address


.....
Signature of Attorney

TREVOR MARK ARMSTRONG
.....
Print Name of Attorney

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in presence.
[See note* below].


.....
Signature of Witness

Effie Dimitriou
.....
Print Name of Witness

570 GEORGE ST Sydney
.....
Print address

FILM WITH AP536620



2 July 2019

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of easements from Sydney Olympic Park Authority
Property: 2 Figtree Drive, Sydney Olympic Park
Caveat No.: AN150427, AN150429, AN150430, AN150428 and AM827710
Our ref: HEM/AUS096-01389

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

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

("Ausgrid"). Ausgrid is the Caveator pursuant to caveats AN150427 and AN150429.

Caveats AN150430, AN150428 and AM827710 have also been lodged over the title to the above land in favour of ADMHC (formerly Ausgrid)

On behalf of the Caveator pursuant to all caveats we are instructed to consent to the registration of:

- 1 A Lease by Mirvac BTR Sub Company A Pty Limited and Mirvac BTR Sub Company B Pty Limited in favour of Alpha Distribution Ministerial Holding Corporation and the associated Lease Plan to be registered as DP1253752.
- 2 A Transfer Granting Easement by Sydney Olympic Park Authority in favour of ADMHC.

Caveats AN150427, AN150429, AN150430 and AN150428 should be removed from all the titles on the registration of these documents.

Caveat AM827710 should remain on the title of Lot 25 **only** on the registration of these documents.

If you require any additional information please contact our office.

Yours faithfully

A handwritten signature in black ink, appearing to read "Helen Murray".

Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Chairman and Partner responsible:
Andrew White
e: andrew.white@sparke.com.au

Newcastle

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

HEM\MLF\69181846\3

MinterEllison

12 September, 2019

The Registrar General,
Land Registry Services
1 Prince Albert Road
Queens Square SYDNEY

Dear Sir/Madam

Certificates of Title 33/1249552 & 25/1249955
Lease, Transfer Granting Easement and Plan for Lease Purposes and Proposed Easements
(DP1253752)

We attach:

1. Lease over 33/1249552 and 25/1249955;
2. Transfer Granting easement over 34/1249952;
3. Certificate of title 33/1249952 and 25/1249955;
4. caveator's consent; and
5. confirmation of production of certificate of title 34/12499521..

Veris surveyors are today lodging the Plan for Lease purposes and proposed easements (allocated DP1253752) which plan is the subject of the Lease and Transfer Granting Easement. A copy of the plan is attached.

The Certificates of Title for 33/1249552 and 25/1249955 are provided to enable registration of each of the Lease, Transfer Granting Easement and Plan for Lease purposes and proposed easements (DP1253752)

Yours faithfully

MinterEllison


Contact: Julie Meakes T: +61 2 9921 4050
julie.meakes@minterellison.com
OUR REF: JM 1247425



MinterEllison

AP 536221

9 October 2019

The Registrar General
Land Registry Services
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000

Dear Sir/Madam

Case Number: AP536220 Your Ref: AP536220:1

We refer to your requisition dated 3 October and respond as follows:

1. DP1249952 is a registered deposited plan.
2. I refer you to correspondence lodged with the dealings which included confirmation of production of certificate of title 34/1249952. Please find attached a further copy of the confirmation of production of paper certificate of title 34/1249952 (produced 6/9/19). We have requested Clayton Utz amend the production purpose to include the Transfer Granting Easement, Lease and Plan for Lease purposes.
3. See updated Lease;
4. We confirm:
 - (a) caveats AN150427, AN150428, AN150429 & AN150430 should be removed from all affected titles (ie: 33-34/1249952 and 25/124495); and
 - (b) caveat AM827710 should be removed from lots 33-34/1249952 only.
5. See updated Lease.

Yours faithfully
MinterEllison

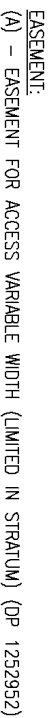


Contact: Julie Meakes T: +61 2 9921 4050
julie.meakes@minterellison.com
OUR REF: JM 1247425

enclosure



NO. 2A FIGTREE DRIVE, 13 LEVEL GLASS AND
CONCRETE RESIDENTIAL APARTMENT BUILDING
OVER 4 BASEMENT LEVELS



SP100778

LOCATION PLAN – BASEMENT LEVEL 3

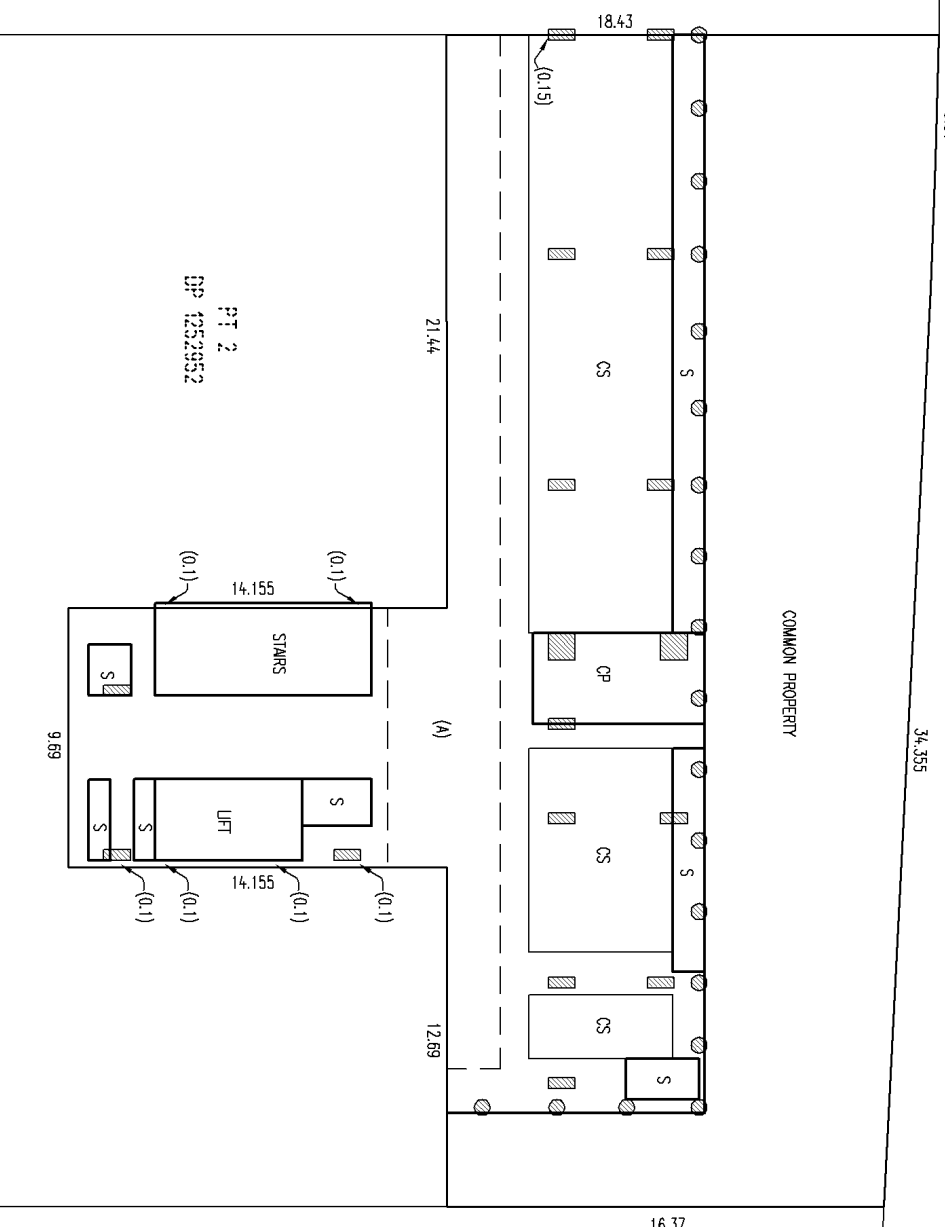
NO.2A FIGTREE DRIVE, 13 LEVEL GLASS AND
CONCRETE RESIDENTIAL APARTMENT BUILDING
OVER 4 BASEMENT LEVELS

FIGTREE

A 9.51

DRIVE

34.355



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

EASEMENT:
(A) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (DP1252952)

SURVEYOR
Name: ADAM RICHARDSON
Date: 01/11/2019
Reference: 140632 BLD1 SP-AR

PLAN OF SUBDIVISION OF LOT 1
IN DP 1252952

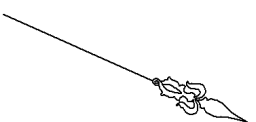
LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.



REGISTERED
21/02/2020

SP100778

LOCATION PLAN - BASEMENT LEVEL 2



A 12.295

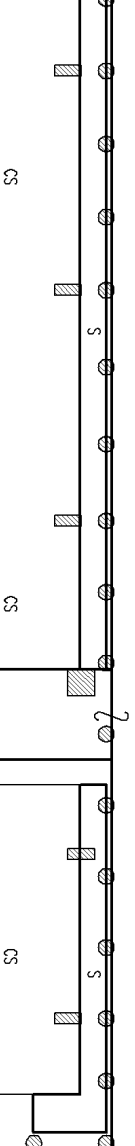
FIGTREE

34.355

DRIVE

COMMON PROPERTY

18.29

PT 5
DP 1252952

(A)

No.2A FIGTREE DRIVE, 13 LEVEL GLASS AND
CONCRETE RESIDENTIAL APARTMENT BUILDING
OVER 4 BASEMENT LEVELSPT 3
DP 1252952

24.49

PT 2
DP 1252952

AUSTRALIA AVENUE

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

EASEMENT:

(A) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)
(P) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)

SURVEYOR

Name: ADAM RICHARDSON

Date: 01/11/2019

Reference: 140632 BLD1 SP-AR

PLAN OF SUBDIVISION OF LOT 1
IN DP 1252952

LGA: CITY OF PARRAMATTA

Locality: SYDNEY OLYMPIC PARK

Reduction Ratio: 1:200

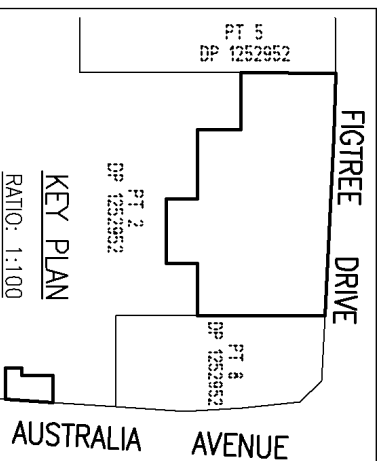
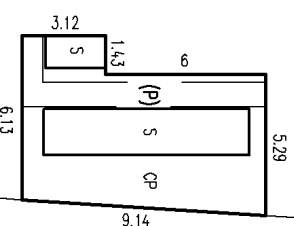
Lengths are in metres.

REGISTERED



21/02/2020

SP100778

KEY PLAN
RATIO: 1:100PT 2
DP 1252952PT 3
DP 1252952PT 5
DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

12.295

34.355

18.29

FIGTREE DRIVE

AUSTRALIA AVENUE

KEY PLAN

RATIO: 1:100

PT 2

DP 1252952

PT 3

DP 1252952

PT 5

DP 1252952

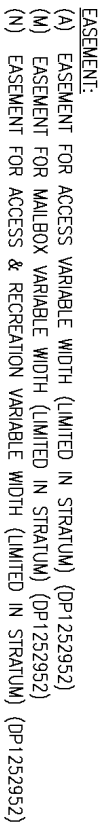
12.295

NO.2A HIGTREE DRIVE, 13 LEVEL GLASS AND
CONCRETE RESIDENTIAL APARTMENT BUILDING
OVER 4 BASEMENT LEVELS



SP100778

NO.2A FIGTREE DRIVE, 13 LEVEL GLASS AND
CONCRETE RESIDENTIAL APARTMENT BUILDING
OVER 4 BASEMENT LEVELS



SP100778

LOCATION PLAN – LEVEL 2 & ABOVE

NO.2A FIGTREE DRIVE, 13 LEVEL GLASS AND
CONCRETE RESIDENTIAL APARTMENT BUILDING
OVER 4 BASEMENT LEVELS

FIGTREE

DRIVE

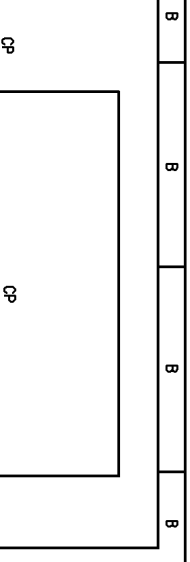
A 5.12

34.355

35.455

PT 5

DP 1252952



33.51

PT 6

DP 1252952

39.43

PT 2

DP 1252952

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR

Name: ADAM RICHARDSON

Date: 01/11/2019

Reference: 140632 BLD1 SP-AR

PLAN OF SUBDIVISION OF LOT 1
IN DP 1252952

LGA: CITY OF PARRAMATTA

Locality: SYDNEY OLYMPIC PARK

Reduction Ratio: 1:300

Lengths are in metres.

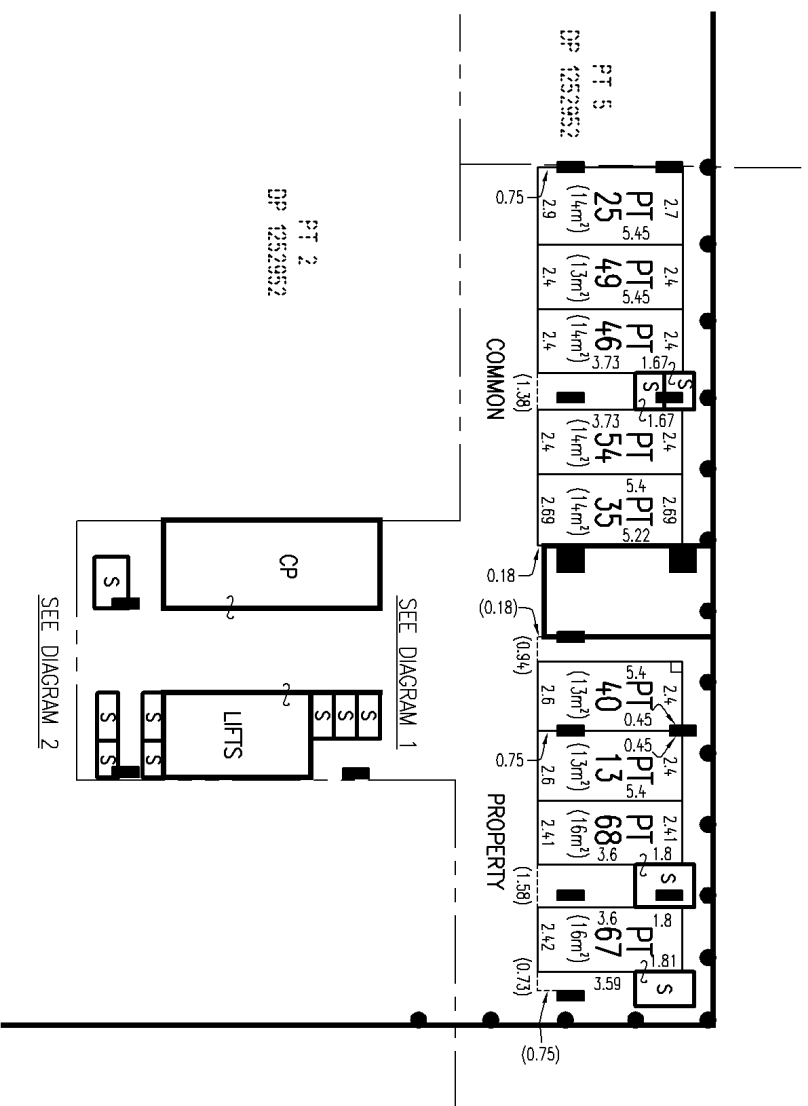
REGISTERED



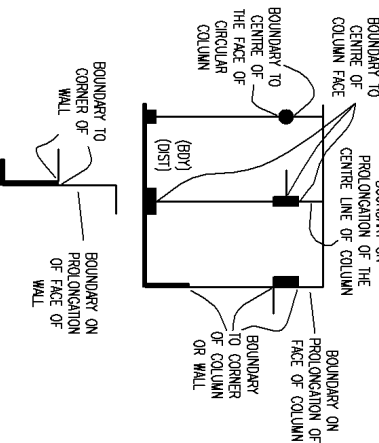
21/02/2020

SP100778

BASEMENT LEVEL 4



TYPICAL KEY - UNLESS OTHERWISE NOTED

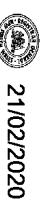


AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR
Name: ADAM RICHARDSON
Date: 01/11/2019
Reference: 140632 BLD1 SP-AR

PLAN OF SUBDIVISION OF LOT 1
IN DP 1252952

LGA: CITY OF PARAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:200
Lengths are in metres.



REGISTERED

SP100778

DENOTES PARCEL BOUNDARY

h - DENOTES RIGHT ANGLE
CP - DENOTES COMMON PROPERTY
S - DENOTES STORAGE SPACE

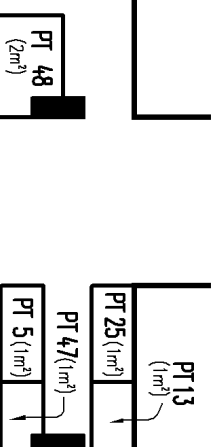


DIAGRAM 1
SCALE 1:100

SEE DIAGRAM 2

DIAGRAM 2
SCALE 1:100

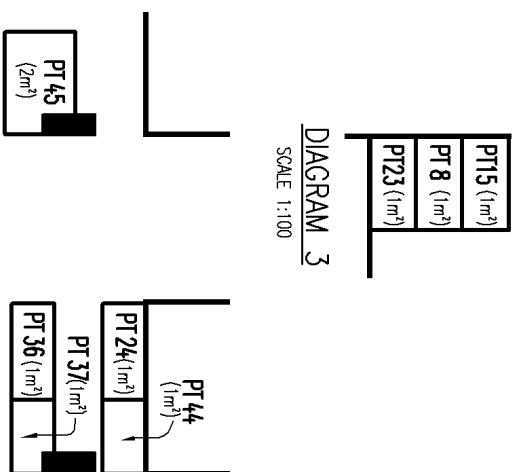


DIAGRAM 4
SCALE 1:100

Diagram illustrating the boundary conditions for the analysis of a circular column. The diagram shows a rectangular frame with a central circular column. The boundary conditions are defined by the location of the column face and the center line of the column. The conditions are:

- BOUNDARY TO CENTRE OF THE FACE OF CIRCULAR COLUMN
- BOUNDARY TO CENTRE OF THE FACE OF CIRCULAR COLUMN
- BOUNDARY ON PROLONGATION OF THE CENTRE LINE OF COLUMN
- BOUNDARY ON PROLONGATION OF FACE OF COLUMN
- BOUNDARY TO CORNER OF COLUMN OR WALL
- BOUNDARY ON PROLONGATION OF FACE OF COLUMN
- BOUNDARY TO CORNER OF COLUMN OR WALL
- BOUNDARY TO CENTRE OF THE FACE OF CIRCULAR COLUMN

The diagram also shows the (b0) and (dist) dimensions.

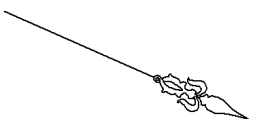
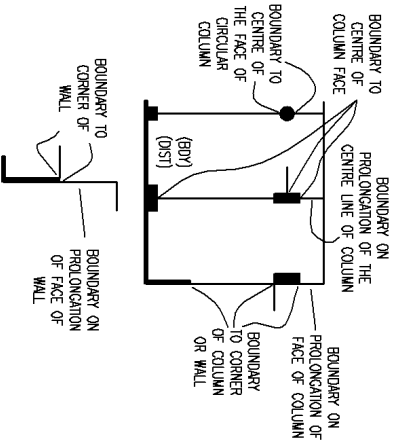


DENOTES PARCEL BOUNDARY
 □ - DENOTES RIGHT ANGLE
 CP - DENOTES COMMON PROPERTY
 S - DENOTES STORAGE SPACE

SP100778

TYPICAL KEY - UNLESS OTHERWISE NOTED



BASEMENT LEVEL 1TYPICAL KEY - UNLESS OTHERWISE NOTED

PT 2
DP: 1252952

DENOTES PARCEL BOUNDARY
 L - DENOTES RIGHT ANGLE
 ADP - DENOTES ADAPTABLE UNIT PARKING SPACE
 CP - DENOTES COMMON PROPERTY
 S - DENOTES STORAGE SPACE

EASEMENT:
 (V) - EASEMENT FOR ACCESS VARIABLE WIDTH
 (LIMITED IN STRATUM)

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR
 Name: **ADAM RICHARDSON**
 Date: **01/11/2019**
 Reference: **140632 BLD1 SP-AR**

PLAN OF SUBDIVISION OF LOT 1
 IN DP 1252952

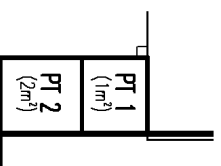
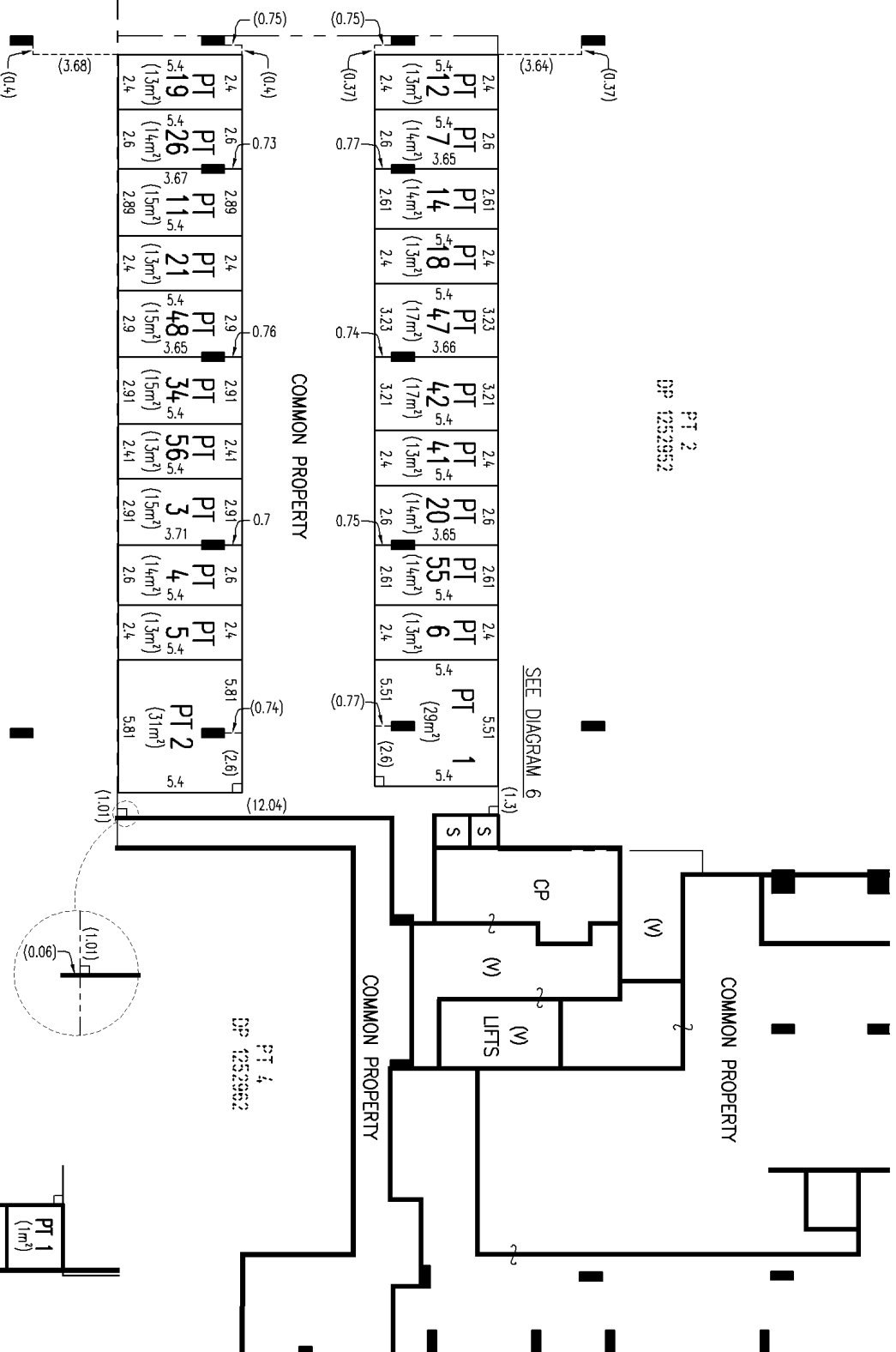
LGA: **CITY OF PARRAMATTA**
 Locality: **SYDNEY OLYMPIC PARK**
 Reduction Ratio: **1:200**
 Lengths are in metres.

REGISTERED

21/02/2020

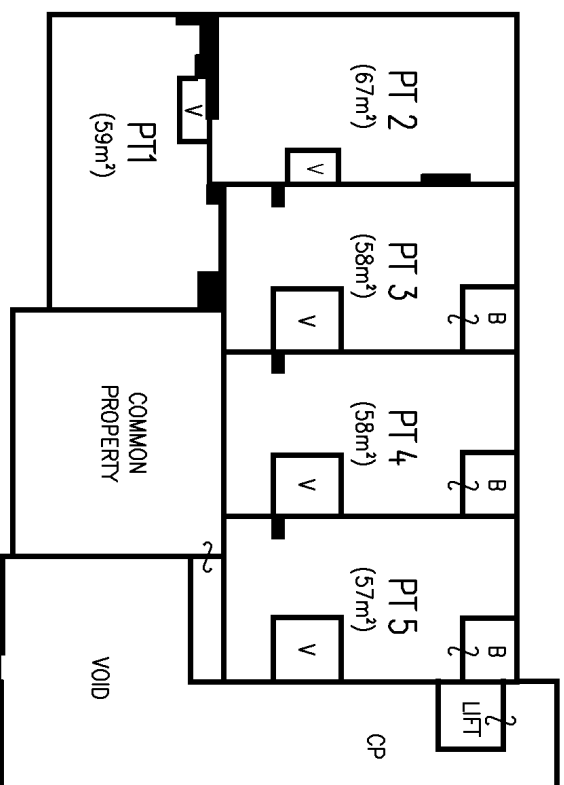
SP100778

DIAGRAM 6
 SCALE 1:100



LEVEL 2

BUILDING 1



B - DENOTES BALCONY
V - DENOTES VOID

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

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

SURVEYOR
Name: **ADAM RICHARDSON**
Date: **01/11/2019**
Reference: **140632 BLD1 SP-AR**

PLAN OF SUBDIVISION OF LOT 1
IN DP 1252952

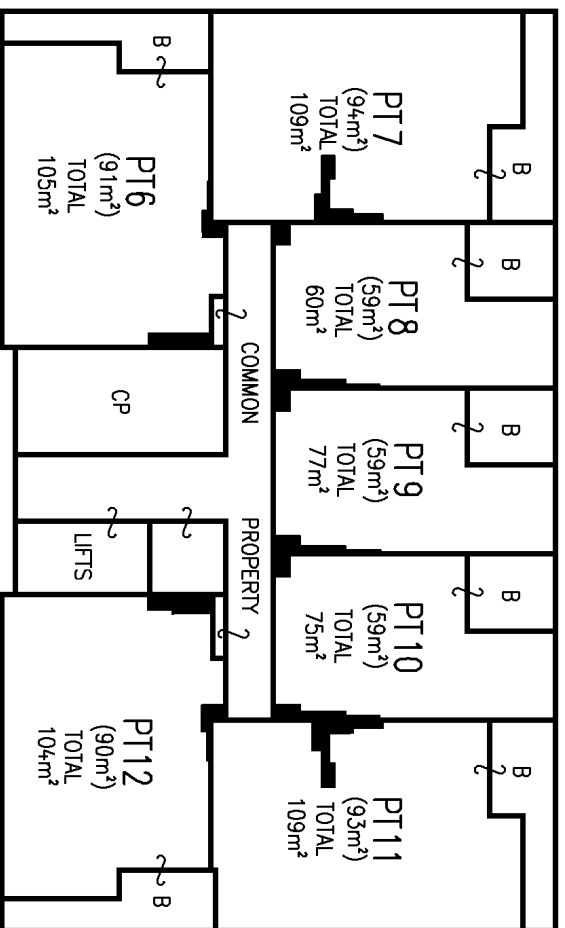
LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

REGISTERED
21/02/2020

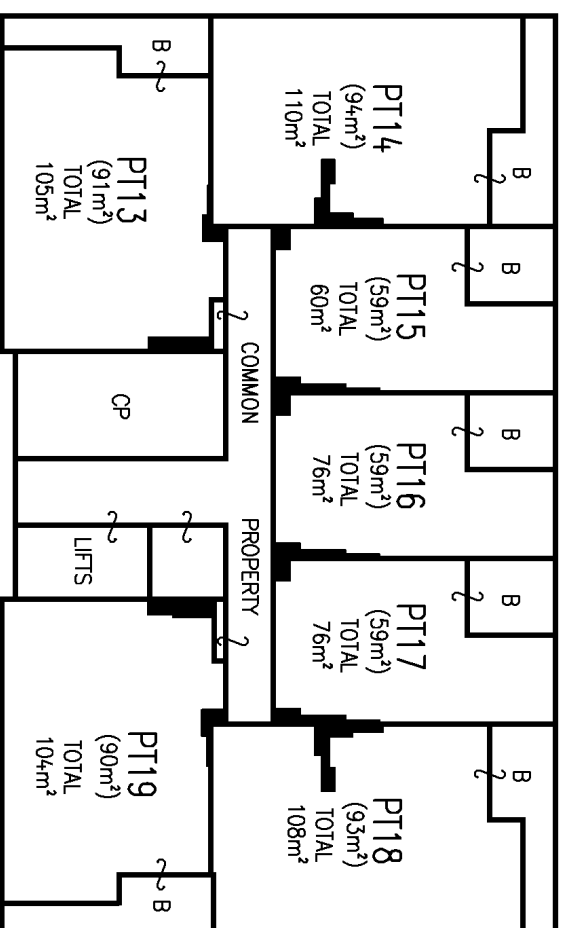
SP100778

LEVEL 3 & 4

BUILDING 1



LEVEL 3



LEVEL 4

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

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

THOSE PARTS OF SERVICE LINES WHICH SERVE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

SURVEYOR
Name: **ADAM RICHARDSON**
Date: **01/11/2019**
Reference: **140632 BLD1 SP-AR**

PLAN OF SUBDIVISION OF LOT 1
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

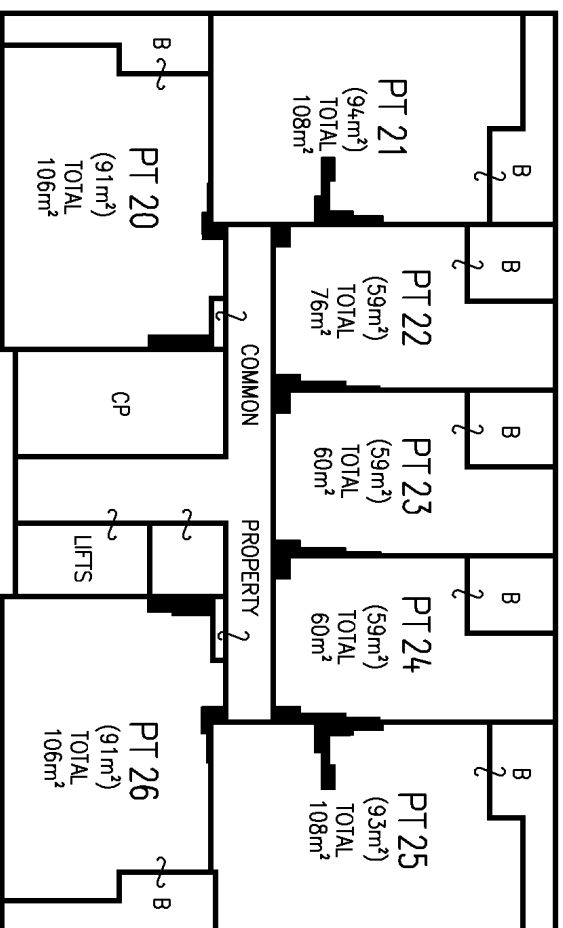


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21/02/2020

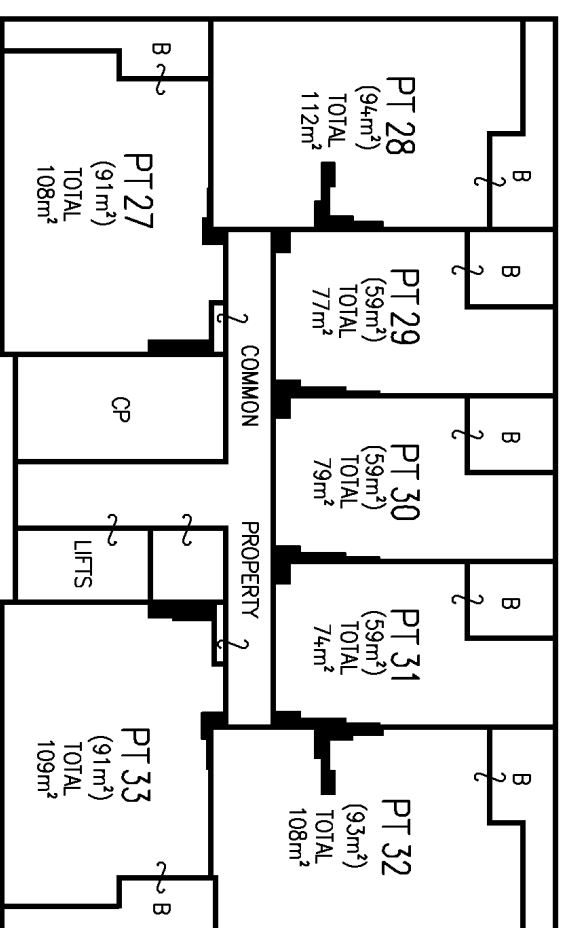
SP100778

LEVEL 5 & 6

BUILDING 1



LEVEL 5



LEVEL 6

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

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- THE MEMBRANE IS COMMON PROPERTY.

SURVEYOR
Name: **ADAM RICHARDSON**
Date: **01/11/2019**
Reference: **140632 BLD1 SP-AR**

PLAN OF SUBDIVISION OF LOT 1
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

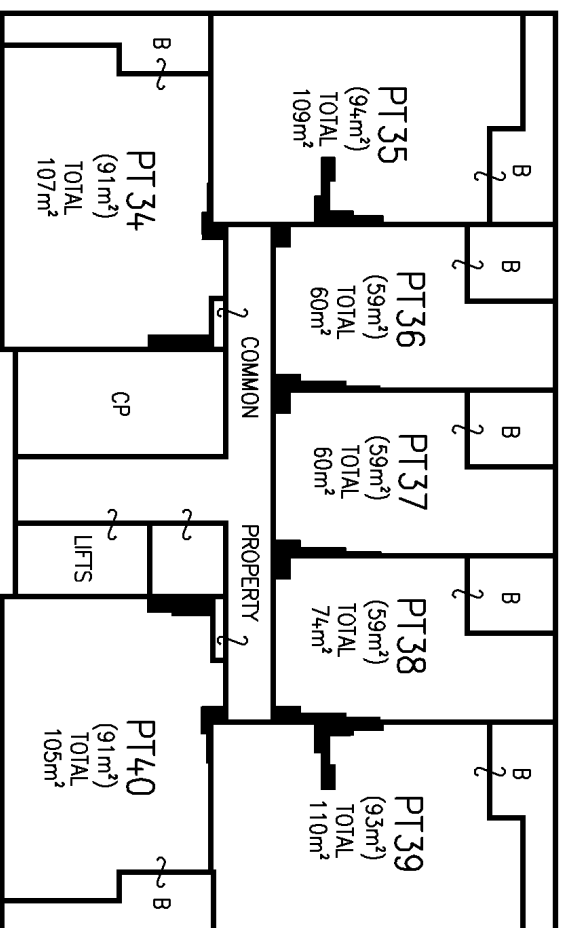
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21/02/2020

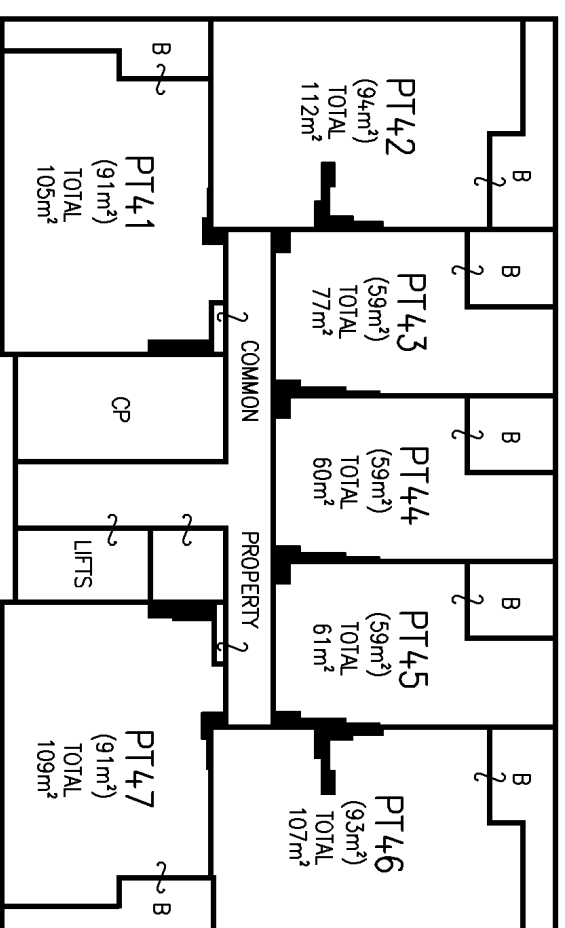
SP100778

LEVEL 7 & 8

BUILDING 1



LEVEL 7



LEVEL 8

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

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- THE MEMBRANE IS COMMON PROPERTY.

SURVEYOR
Name: **ADAM RICHARDSON**
Date: **01/11/2019**
Reference: **140632 BLD1 SP-AR**

PLAN OF SUBDIVISION OF LOT 1
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

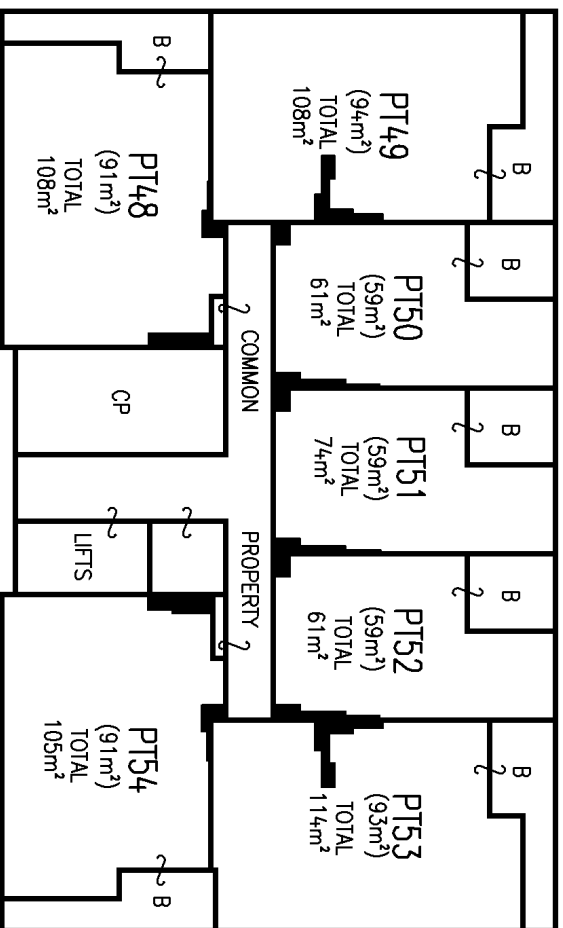


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21/02/2020

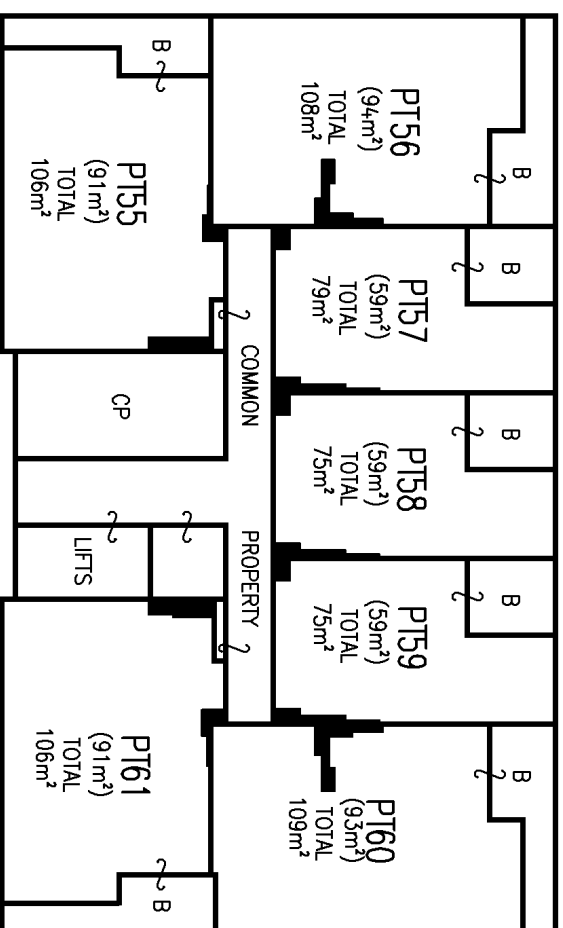
SP100778

LEVEL 9 & 10

BUILDING 1



LEVEL 9



LEVEL 10

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

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- THE MEMBRANE IS COMMON PROPERTY.

SURVEYOR
Name: **ADAM RICHARDSON**
Date: **01/11/2019**
Reference: **140632 BLD1 SP-AR**

PLAN OF SUBDIVISION OF LOT 1
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.



REGISTERED
21/02/2020

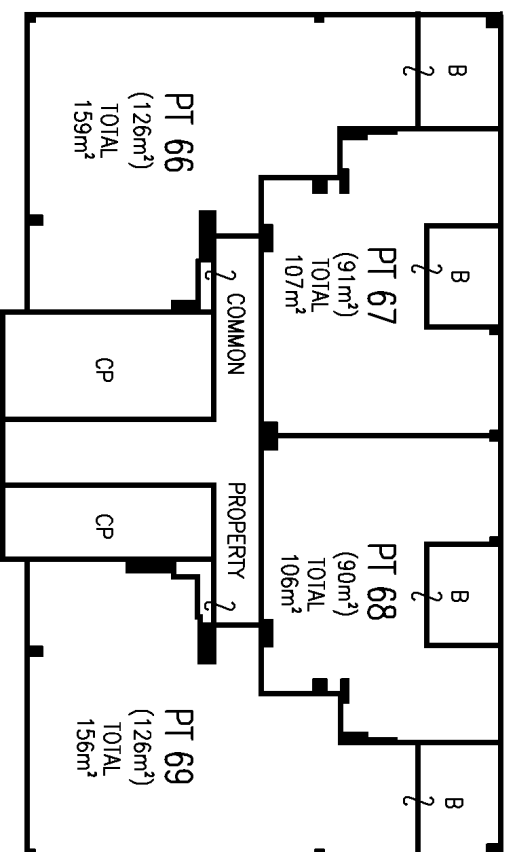
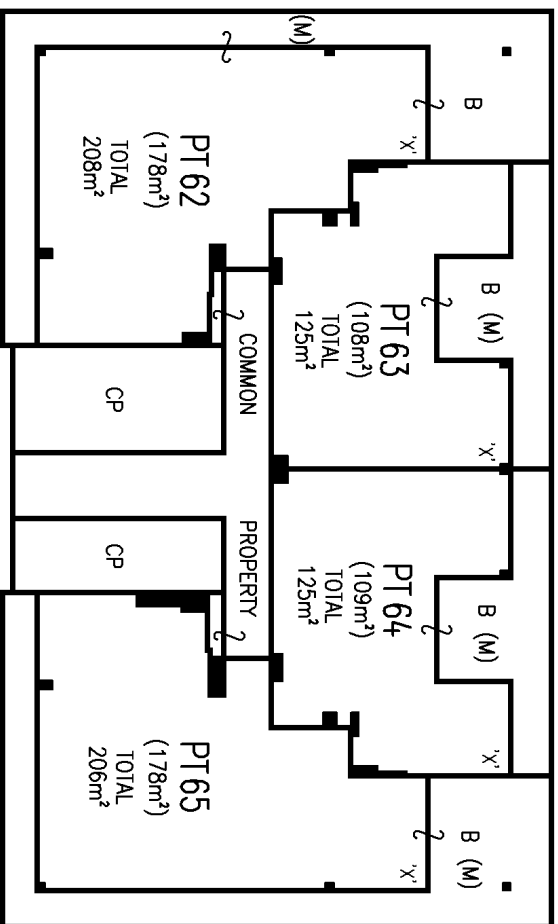
SP100778

LEVEL 11 & 12

BUILDING 1

EASEMENT
(M) – EASEMENT FOR MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)

- 'X' DENOTES THE POSITION OF THE UPPER SURFACE OF THE FLOOR OF THE UNIT USED TO SET THE STRATUM LIMITS OF THE ADJOINING BALCONY.
- THE STRATUM OF THE LEVEL 11 BALCONIES WHERE NOT COVERED BY LEVEL 12 IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNIT.
- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS, PAVING ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT.
- THE MEMBRANE IS COMMON PROPERTY



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

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

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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR
Name: **ADAM RICHARDSON**
Date: **01/11/2019**
Reference: **140632 BLD1 SP-AR**

PLAN OF SUBDIVISION OF LOT 1
IN DP 1252952

LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.

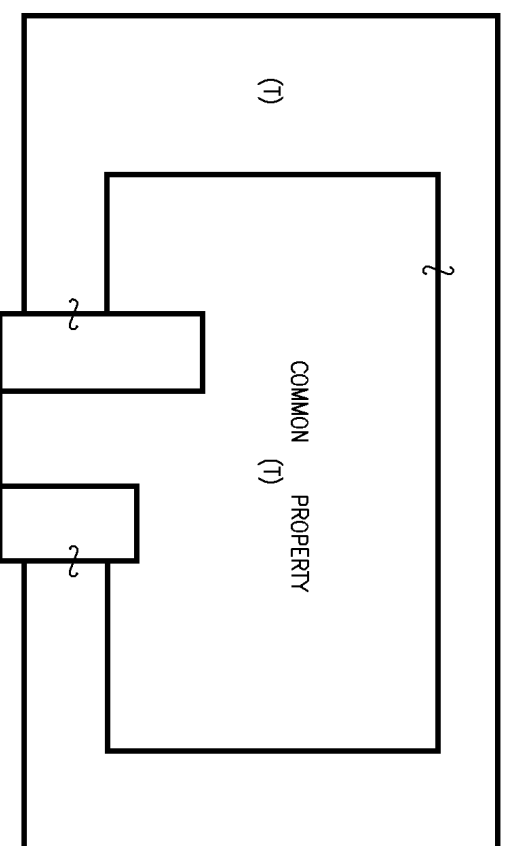
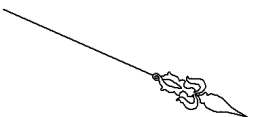


REGISTERED
21/02/2020

SP100778

LEVEL 13

BUILDING 1



EASEMENT

(T) – EASEMENT FOR SECURITY & ASSOCIATED SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)

CP – DENOTES COMMON PROPERTY

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Name: **ADAM RICHARDSON**
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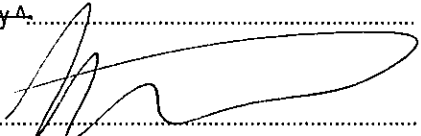

PLAN OF SUBDIVISION OF LOT 1
IN DP 1252952


LGA: **CITY OF PARRAMATTA**
Locality: **SYDNEY OLYMPIC PARK**
Reduction Ratio: **1:200**
Lengths are in metres.



REGISTERED
21/02/2020


SP100778

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  21/02/2020		SP100778
PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952		LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Parish: CONCORD County: CUMBERLAND
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents 10000 / 2A FIGTREE DRIVE SYDNEY OLYMPIC PARK NSW 2127 Provide an Australian address including a postcode		The by-laws adopted for the scheme are: * Model By-laws for residential schemes together with:- Keeping of animals: Option *A/*B- Smoke penetration: Option *A/*B- (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan
Surveyor's Certificate I, <u>ADAM RICHARDSON</u> of <u>Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public space *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: <u>13/12/2019</u> Surveyor ID: <u>8747</u> Surveyor's Reference: <u>140632 BLD1 SP-AR</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Strata Certificate (Accredited Certifier) I, <u>ANTHONY ALLEN</u> being an Accredited Certifier, accreditation number <u>BBB0004</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public space and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: <u>104/2020</u> Relevant Planning Approval No. <u>CDC 2020/03</u> Issued by: <u>ANTHONY ALLEN (BBB0004)</u> Signature:  Date: <u>12/12/20</u> ^ Insert lot numbers of proposed utility lots.
* Strike through if inapplicable		

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  21/02/2020	SP100778	

Valuer's Certificate

I, Dimitry Gretel Marshall being a qualified valuer, as defined in the *Strata Scheme Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*


Signature:  Date: 16/12/2019

SCHEDULE OF UNIT ENTITLEMENT

SCHEDULE OF UNIT ENTITLEMENT									
LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE
1	2593	15	940	29	937	43	941	57	959
2	2782	16	940	30	937	44	941	58	959
3	2185	17	929	31	937	45	941	59	959
4	2185	18	1600	32	1606	46	1612	60	1612
5	2185	19	1540	33	1556	47	1570	61	1587
6	1469	20	1485	34	1485	48	1501	62	2295
7	1562	21	1568	35	1575	49	1586	63	1622
8	938	22	934	36	940	50	951	64	1622
9	927	23	934	37	940	51	951	65	2350
10	927	24	934	38	940	52	951	66	2232
11	1597	25	1603	39	1594	53	1620	67	1614
12	1532	26	1548	40	1564	54	1579	68	1614
13	1477	27	1493	41	1485	55	1509	69	2310
14	1565	28	1572	42	1578	56	1594		
						AGGREGATE		100000	

THIS PLAN CONTAINS A STRATA MANAGEMENT STATEMENT

Surveyors Reference: 140632 BLD1 SP-AR

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheet(s)
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p>Office Use Only</p> <p>Registered:  21/02/2020</p> </div> <div style="text-align: center; font-size: 2em; font-weight: bold;">SP100778</div> <div style="text-align: center;"> <p>Office Use Only</p> </div> </div>		

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

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

LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
COMMON PROPERTY	—		FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
1	10101	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
2	10102	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
3	10103	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
4	10105	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
5	10106	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
6	10301	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
7	10302	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
8	10303	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
9	10305	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
10	10306	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
11	10307	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
12	10308	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
13	10401	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
14	10402	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
15	10403	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
16	10405	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
17	10406	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
18	10407	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
19	10408	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
20	10501	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
21	10502	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
22	10503	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
23	10505	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
24	10506	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
25	10507	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
26	10508	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
27	10601	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
28	10602	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
29	10603	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

Surveyors Reference: 140632 BLD1 SP-AR


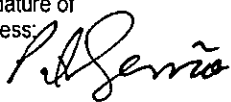

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheet(s)
<div style="display: flex; justify-content: space-between;"> Office Use Only Office Use Only </div> <div style="display: flex; align-items: center; margin-top: 10px;"> <div style="flex: 1;"> Registered: 21/02/2020 </div> <div style="flex: 2; text-align: center; font-size: 2em; font-weight: bold;">SP100778</div> </div>		

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LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
30	10605	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
31	10606	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
32	10607	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
33	10608	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
34	10701	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
35	10702	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
36	10703	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
37	10705	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
38	10706	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
39	10707	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
40	10708	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
41	10801	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
42	10802	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
43	10803	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
44	10805	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
45	10806	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
46	10807	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
47	10808	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
48	10901	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
49	10902	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
50	10903	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
51	10905	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
52	10906	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
53	10907	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
54	10908	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
55	11001	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
56	11002	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
57	11003	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
58	11005	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
59	11006	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

Surveyors Reference: 140632 BLD1 SP-AR

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheet(s)																																																																		
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Registered:  21/02/2020		SP100778																																																																		
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68	11203	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK																																																															
69	11205	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK																																																															
<div style="display:flex; justify-content:space-between;"><div style="width:45%;"><p>I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence.</p><p>Signature of witness: </p><p>Name of witness: PETER SERRÃO</p><p>Address of witness: Level 8, 5 Olympic Boulevard, Sydney Olympic Park</p></div><div style="width:45%;"><p>Certified correct for the purposes of the Real Property Act 1900 by the authorised officer of the prescribed authority named below.</p><p>Signature of authorised officer: </p><p>Authorised officer's name: NICHOLAS HUBBLE</p><p>Authority of officer: Executive Director</p><p>Signing on behalf of: Sydney Olympic Park Authority</p></div></div>																																																																				
<p>PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none">EASEMENT FOR ACCESS TO ROOFTOP (WHOLE OF LOT)EASEMENT FOR SECURITY & ASSOCIATED SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (T)EASEMENT FOR MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (M)EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (V)																																																																				
Surveyors Reference: 140632 BLD1 SP-AR																																																																				

ePlan


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

(Sheet 1 of 5 sheets)

Plan: **SP100778**

Plan of Subdivision of Lot 1 in DP1252952 covered by Subdivision Certificate No.

Full name and address of the owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of 
~~8 Australia Avenue, Sydney Olympic Park, NSW 2127~~
 Lot 8, 5 Olympic Boulevard, Sydney Olympic Park
 NSW 2127

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Access to Rooftop (whole of lot)	Common Property	Sydney Olympic Park Authority
2	Easement for Security and Associated Services variable width (limited in stratum) (T)	Common Property	Sydney Olympic Park Authority
3	Easement for Maintenance Purposes variable width (limited in stratum) (M)	Lots 1 – 5 inclusive, Lots 62 -65 inclusive	Common Property
4	Easement for Access variable width (limited in stratum) (V)	Common Property	Lot 2 DP1252952

Part 2 (Terms)


1. Terms of easement for access to rooftop (whole of common property lot) numbered 1 in the Plan

1.1 Subject to the conditions of this Easement, the Grantor grants the Grantee and its Authorised Persons the right to enter, pass and repass over the Lot Burdened:

- (a) at all times;
- (b) by foot and with or without equipment and tools; and
- (c) by the most available route including through corridors and lifts,

for the purpose of exercising its rights and complying with its obligations in the Easement secondly referred to in this Instrument.

1.2 The Grantor acknowledges and agrees that access to the Lot Burdened may be regulated by security devices. The Grantor agrees to provide to the Grantee and its Authorised Persons with access to the


 Signature of authorised officer

Plan: **SP100778**

Plan of Subdivision of Lot 1 in DP1252952 covered by Subdivision Certificate No.

security devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Persons to exercise its rights and comply with its obligations in this Easement.

1.3 When exercising rights under this Easement, the Grantee and its Authorised Persons must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) restore the Lot Burdened as nearly as is practicable to its former condition, and
- (d) make good any collateral damage.

2. Terms of easement for security and associated services variable width (limited in stratum) (T) numbered 2 in the Plan

2.1 The Grantee and its Authorised Persons may:


- (a) construct, install and utilise Security and Associated Services within the Easement Site;
- (b) use the Lot Burdened to provide Security and Associated Services from the Easement Site including through existing pipes, conduits and other structures; and
- (c) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, ducts, conduits, structures and equipment.

2.2 In exercising any rights under this Easement, the Grantee and its Authorised Persons must:

- (a) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of the any person authorised by it to exercise the rights granted under this Easement and comply with the Grantor's reasonable directions including in relation to the time and manner of access;
- (b) not place any Security Equipment or Security Services within the Easement Site that would affect the use and enjoyment of the Lot Burdened or result in the owner of the Lot Burdened being in breach of relevant Laws including the Building Code of Australia and the requirements of any Authority;
- (c) ensure the operation of the Security and Associated Services does not include surveillance of any part of the Lot Burdened;
- (d) ensure any services including equipment and apparatus associated with the Security and Associated Services are discretely located within the Easement Site and, if visible from any other public space, must be suitably screened; and
- (e) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any service to the Lot Burdened.

2.3 When they exercise their rights under this Easement, the Grantee and its Authorised Persons must:

- (a) ensure all work is done properly; and


Signature of authorised officer

Plan: **SP100778**

Plan of Subdivision of Lot 1 in DP1252952 covered by Subdivision Certificate No.

- (b) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened; and
- (c) cause as little damage as practicable to the Lot Burdened and any improvement on it; and
- (d) make good any collateral damage; and
- (e) not interfere with the structural integrity of the Lot Burdened or any building or infrastructure on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.

2.4 The Grantee must maintain its own Security and Associated Services.

3. Terms for Easement for Maintenance Purposes (M) numbered 3 in the Plan

3.1 The Owners Corporation may:

- (a) with prior reasonable notice given to the owner or occupier of a Lot Burdened, use the Easement Site for the purpose of carrying out necessary work on the common property including maintenance and repair of the building facade, landscaping and boundary fences which cannot otherwise reasonably be carried out; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering into the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out necessary works.

3.2 In exercising the rights under clause 3.1, the Owners Corporation must:


- (a) ensure that all work on the common property is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

4. Terms for Easement for Access variable width (limited in stratum) (V) numbered 4 in the Plan

4.1 The Grantor grants to the Grantee a right for visitors of the Grantee to:

- (a) pass and repass across the Easement Site and use the Lift within the Easement Site for the purposes of accessing the Lot Benefited from the visitor car spaces located within the Lot Benefited, and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened, and
 - (ii) taking anything on to the Lot Burdened.

4.2 In exercising its rights under this Easement, the Grantee and its visitors must:


Signature of authorised officer

Plan: **SP100778**

Plan of Subdivision of Lot 1 in DP1252952 covered by Subdivision Certificate No.

- (c) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (e) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (f) make good any collateral damage.

5. Definitions

In this Instrument, unless the context otherwise requires:

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

Authorised User means:

- (a) any person authorised by the Grantee and includes the Grantee's tenants, employees, agents, contractors, licensees and invitees; and
- (b) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

Easement Site in relation to an Easement, means:

- (a) the site of the Easement identified in the Plan; and
- (b) all items within the site of an Easement identified in the Plan which are the subject of an Easement.

Grantee means:

- (a) the registered proprietor of a Lot Benefited; and
- (b) an Authority Benefited.

Grantor means the registered proprietor of a Lot Burdened.

Instrument means this s88B instrument.

Land means the land the subject of this Plan.

Lot Benefited means the whole or any part of the lot having the benefit of an Easement.

Lot Burdened means the whole or any part of the lot having the burden of an Easement.

Owners Corporation means the owners corporation created on registration of the Plan.


Security and Associated Services means security equipment of any kind used in connection with the security of Sydney Olympic Park.

Strata Scheme means a strata scheme created on registration of the Plan.

6. Interpretation

6.1 In this Instrument:

- (a) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (b) the singular includes the plural and vice versa;


Signature of authorised officer

Plan: **SP100778**

Plan of Subdivision of Lot 1 in DP1252952 covered by Subdivision Certificate No.

- (c) the word '**person**' includes a firm, a body corporate, an unincorporated association or an authority;
- (d) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (f) 'include' (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

6.2 Part or all of any provision of this instrument that is illegal or unenforceable may be severed from this instrument and the remaining provisions of this instrument continue in force.

7. Release

7.1 The Grantee and its Authorised Users enter upon the Lots Burdened at their own risk and release the Grantor from all damage, expense, loss, claims or liability of any nature that may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lots Burdened under the terms of this easement except to the extent caused by the Grantor or its Authorised Persons.

Executed for and on behalf of
Sydney Olympic Park Authority
ABN 68 010 941 405 by an authorised officer, in
the presence of:



Signature of witness

PETER SERRÃO

Name of witness in full



Signature of authorised officer, who by executing this deed or otherwise, does not accept any liability in any capacity (personal or otherwise)

NICHOLAS HUBBLE

Name of authorised officer in full

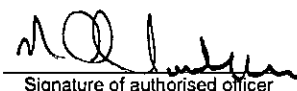
Executive Director

Capacity of authorised officer

REGISTERED





21/02/2020



Signature of authorised officer

ePlan

PLAN FORM 6_E (2019)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<p>Office Use Only</p> <p>Registered:  2/12/2020</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p>DP1262252</p>	
<p>PLAN OF EASEMENT</p> <p>AFFECTING LOT 24 IN DP 787402</p>		<p>LGA: CITY OF PARRAMATTA</p> <p>Locality: HOME BUSH SYDNEY OLYMPIC PARK</p> <p>Parish: CONCORD</p> <p>County: CUMBERLAND</p>	
<p>Survey Certificate</p> <p>I, MATTHEW WILLIAM CLEARY of CARDNO NSW/ACT PTY LTD</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 28/1/2020</p> <p>(b) Partial Survey</p> <p>(c) Compilation</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/></p> <p></p> <p>Signature: _____ Dated: 23/4/2020</p> <p>Surveyor Identification No: 60</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p>		<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: _____</p> <p>Date: _____</p> <p>File Number: _____</p> <p>Office: _____</p>	
		<p>Subdivision Certificate</p> <p>I, _____ certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: _____</p> <p>Accreditation number: _____</p> <p>Consent Authority: _____</p> <p>Date of endorsement: _____</p> <p>Subdivision Certificate number: _____</p> <p>File number: _____</p>	
<p>Plans used in the preparation of survey.</p> <p>DP787402</p> <p>DP1253752</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	
<p>Surveyor's Reference: 115224045002_00</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

ePlan

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

Registered:  2/12/2020

Office Use Only

Office Use Only

PLAN OF EASEMENT

AFFECTING LOT 24 IN DP 787402

DP1262252

Subdivision Certificate number:

Date of Endorsement:

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

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

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

1. EASEMENT FOR ACCESS 0.925 WIDE ☒
2. EASEMENT FOR BATTER & SUPPORT 0.925 WIDE ☒

SIGNED BY ME NICHOLAS HUBBLE

(FULL NAME IN BLOCK CAPITALS) AS DELEGATE OF SYDNEY OLYMPIC PARK AUTHORITY (SOPA)
(ABN 68 010 941 405) AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF THE REVOCATION OF
SUCH DELEGATION, IN THE PRESENCE OF:



SIGNATURE OF WITNESS



SIGNATURE OF SOPA BY ITS DELEGATE

BENJAMIN WOODS

NAME OF WITNESS (FULL NAME IN BLOCK CAPITALS)

c/- Level 8, 5 Olympic Boulevard, Sydney Olympic Park, NSW, 2127

If space is insufficient use additional annexure sheet

Surveyor's Reference: 115224045002_00

ePlan

PLAN FORM 6_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:  2/12/2020

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PLAN OF EASEMENT

AFFECTING LOT 24 IN DP 787402

DP1262252

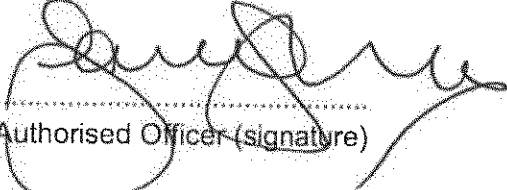
Subdivision Certificate number:

Date of Endorsement:

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


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

EXECUTED by CAMBOOYA)
PROPERTIES PTY LIMITED)
(ACN 003 566 158) in accordance)
with section 127 of the Corporations Act 2001:)


Authorised Officer (signature)

Jenny Wheatley
Name of Authorised Officer

Director
Office held:


Authorised Officer (signature)

Shannon Andrew
Name of Authorised Officer

Secretary
Office held:

If space is insufficient use additional annexure sheet

Surveyor's Reference: 115224045002_00

ePlan

PLAN FORM 6_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  2/12/2020

Office Use Only

Office Use Only

PLAN OF EASEMENT

AFFECTING LOT 24 IN DP 787402

DP1262252

Subdivision Certificate number:

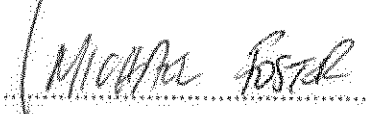
Date of Endorsement:

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

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

EXECUTED by FUJITSU AUSTRALIA
LIMITED (ABN 19 001 011 427) in
accordance with section 127 of the
Corporations Act 2001:



Authorised Officer (signature)


Name of Authorised Officer


Office held:


Authorised Officer (signature)


Name of Authorised Officer


Office held:

If space is insufficient use additional annexure sheet

Surveyor's Reference: 115224045002_00

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 1 of 6 sheets

Plan: **DP1262252**

Plan of Easements within
Lot 24 DP787402

Full Name and address
of the owner of the land:

Sydney Olympic Park Authority
ABN 68 010 941 405
Level 8, 5 Olympic Boulevard
Sydney Olympic Park NSW 2127

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for access (0.925 wide) 0.925 wide	Lot 24 DP787402	CP/SP100778, CP/SP101702 Lots 2-5 inclusive DP1252952 and Sydney Olympic Park Authority
2	Easement for batter and support (0.925 wide) 0.925 wide	Lot 24 DP787402	Lot 6 DP1252952 and Sydney Olympic Park Authority

Part 2 (Terms)

1. Definitions

The following are definitions in respect of capitalised terms used in this part 2:

Authorised User means any person authorised by the Grantee and includes:

- (a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors, licensees and invitees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument, including members of the public.

ePlan

Sheet 2 of 6 sheets

Plan: **DP1262252**

Plan of Easements within
Lot 24 DP787402

Full Name and address
of the owner of the land:

Sydney Olympic Park Authority
ABN 68 010 941 405
Level 8, 5 Olympic Boulevard
Sydney Olympic Park NSW 2127

Authority Benefited means the Authority having the benefit of an Easement.

Easement means an easement granted under this instrument.

Easement Site means the site of the relevant Easement shown on the Plan.

Grantee means:

- (a) the owner of an estate in fee simple of a Lot Benefited or if a Long Term Lease has been granted in respect of that lot, the holder of a Long Term Lease for a Lot Benefited;
- (b) any person taking an interest from a person referred to in paragraph (a); and
- (c) any Authority benefited;

Grantor means:

- (a) the owner of an estate in fee simple of a Lot Burdened or if a Long Term Lease has been granted in respect of that lot, the holder of a Long Term Lease for a Lot Burdened;
- (b) any person taking an interest from a person referred to in paragraph (a); and
- (c) any Authority benefited.

Long Term Lease means any lease having an original term of greater than 90 years;

Lot Benefited means the whole or any part of the lot having the benefit of an Easement.

Lot Burdened means the whole or any part of the lot having the burden of an Easement.

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

Strata Scheme means a strata scheme created on registration of a Strata Plan.

Strata Plan means a strata plan registered under the *Strata Schemes Development Act 2015* (NSW).

SOPA means Sydney Olympic Park Authority (ABN 68 010 941 405) and:

- (a) any person appointed to replace or administer it or to carry out its functions; and
- (b) the Minister responsible for Sydney Olympic Park Authority or any administrator or replacement of it.

ePlan

Sheet 3 of 6 sheets

Plan: **DP1262252**

Plan of Easements within
Lot 24 DP787402

Full Name and address
of the owner of the land:

Sydney Olympic Park Authority
ABN 68 010 941 405
Level 8, 5 Olympic Boulevard
Sydney Olympic Park NSW 2127

2. **Terms of easement for access numbered 1 in the plan**
- 2.1 The Grantee and its Authorised Users may pass and repass across the Easement Site with or without vehicles to get to and from the Lot Benefited.
- 2.2 SOPA may make reasonable rules about the use of the Easement Site as a road, provided that they are not inconsistent with the Grantee's obligations and the Grantor's rights under this Easement.
- 2.3 In exercising the rights granted under this Easement, a Grantee and its Authorised Users must:
- (a) cause as little inconvenience as is practicable to an owner and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (c) make good any collateral damage;
 - (d) not park or stand a vehicle on the Easement Site, except where expressly permitted;
 - (e) not obstruct the use of the Lot Burdened; and
 - (f) comply with any rules about the use of the Easement Site made by SOPA under clause 2.2.
- 2.4 This easement cannot be released varied or modified without the consent of SOPA and the Grantor.
3. **Terms of easement for batter and support numbered 2 in the plan**
- 3.1 The Grantee and every person authorised by it, must:
- (a) maintain on the Lot Burdened, but only within the Easement Site:
 - (i) whatever batter or embankment is reasonably necessary to support the surface or subsurface of the Lot Benefited or any part of them, or any structure or works on those lots; and
 - (ii) the fence between the Easement Site and the remainder of the Lot Burdened.
 - (b) as reasonably necessary for the purpose of clause 3.1(a):
 - (i) enter the Easement Site;

ePlan

Sheet 4 of 6 sheets

Plan: **DP1262252**

Plan of Easements within
Lot 24 DP787402

Full Name and address
of the owner of the land:

Sydney Olympic Park Authority
ABN 68 010 941 405
Level 8, 5 Olympic Boulevard
Sydney Olympic Park NSW 2127

- (ii) take anything on to the Easement Site;
 - (iii) carry out work, but only within the Easement Site; and
 - (iv) in exercising these rights, take all reasonable precautions to minimise disturbance to the Lot Burdened and to the Grantor and occupiers of the Lot Burdened, as well as the time spent on the Lot Burdened
- 3.2. The Grantor and the Grantee must not:
 - (a) interfere with the batter or embankment or the support it offers; or
 - (b) use the Easement Site, or any other part of the Lot Burdened, or any other land, in a way which may detract from the stability of or the support provided by the batter or embankment.
- 3.3. If the Grantor does or allows anything to be done which damages the batter or embankment or impairs its effectiveness, the Grantee may serve no less than 14 days' notice on the Grantor requiring the damage to be repaired or the impairment removed.
- 3.4. If the Grantor does not comply with the notice referred to in clause 3.3, the Grantee may enter the Easement Site and repair the damage or remove the impairment and may recover any reasonable costs from the Grantor.
- 3.5. In exercising the powers granted under clauses 3.1 and 3.4 (whether or not after serving such a notice), the Grantee must:
 - (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the Grantor;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (d) restore the Lot Burdened as nearly as is practicable to its former condition;
 - (e) make good any collateral damage; and
 - (f) indemnify and keep indemnified the Grantor and occupiers of the Lot Burdened in respect of all costs, expenses, fees, charges, liability, losses, damages, demands, suits, and proceedings of whatsoever nature incurred or suffered by, or made against, any or all of them arising directly or indirectly out of, or in connection with, anything occurring within the

ePlan

Sheet 5 of 6 sheets

Plan: **DP1262252**

Plan of Easements within
Lot 24 DP787402

Full Name and address
of the owner of the land:

Sydney Olympic Park Authority
ABN 68 010 941 405
Level 8, 5 Olympic Boulevard
Sydney Olympic Park NSW 2127

Easement Site throughout the duration of this Easement, except to the extent caused or contributed to by the Grantor or the relevant occupier of the Lot Burdened.

- 3.6. If the Grantee does or allows anything to be done which damages the Lot Burdened or any improvements on it (including the batter or embankment, fence, landscaping, plant and equipment, appurtenances and services) or does not maintain the batter or embankment or the fence to the Grantor's satisfaction, the Grantor may serve no less than 14 days' notice on the Grantee requiring the damage to be repaired or the maintenance to be carried out.
- 3.7. If the Grantee does not comply with the notice referred to in clause 3.6, the Grantor may enter the Easement Site and the Lot Benefited and repair the damage or carry out the maintenance and may recover any reasonable costs from the Grantee.
- 3.8. This easement cannot be released varied or modified without the consent of SOPA and the Grantor.

SIGNED by an authorised officer of **Sydney Olympic Park Authority** in the presence of:


Signature of witness

BENJAMIN WOODS
Name of witness in full


Signature of authorised officer

NICHOLAS HUBBLE
Name of authorised officer in full

EXECUTIVE DIRECTOR, COMMERCIAL
Office held

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

ePlan

Sheet 6 of 6 sheets

Plan: **DP1262252**

Plan of Easements within
Lot 24 DP787402

Full Name and address
of the owner of the land:

Sydney Olympic Park Authority
ABN 68 010 941 405
Level 8, 5 Olympic Boulevard
Sydney Olympic Park NSW 2127

EXECUTED by CAMBOOYA
PROPERTIES PTY LIMITED (ACN 003
566 158) in accordance with section 127
of the Corporations Act 2001:


Authorised Officer (signature)

Jenny Wheatley
Name of Authorised Officer

Director
Office held:


Authorised Officer (signature)

Shannon Andrew
Name of Authorised Officer

Company Secretary
Office held:

EXECUTED by FUJITSU AUSTRALIA
LIMITED (ABN 19 001 011 427) in
accordance with section 127 of the
Corporations Act 2001:


Authorised Officer (signature)

MICHAEL FOSTER
Name of Authorised Officer

MANAGING DIRECTOR APAC
Office held:


Authorised Officer (signature)

NEIL LAMB
Name of Authorised Officer

DIRECTOR
Office held:

REGISTERED



2/12/2020

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAW**

New South Wales

Strata Schemes Management Act

Real Property Act 1900



AQ815945R

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

(A) **TORRENS TITLE**

For the common property
CP/SP101702

(B) **LODGED BY**

Document Collection Box 1W	Name		CODE CH	
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	E-mail	services@bylawsassist.com.au		
	Contact Number	+61 411 777 557		
	Customer Account Number	135632E	Reference	BLA/3437

- (C) The Owner-Strata Plan No. 101702 certify that a special resolution was passed on 11/11/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows —
- (E) Repealed by-law No.
Added by-law No. Special By-law No.1 & 2
Amended by-law No.
as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 101702 which includes new Added Special By-law No.1 & 2 starting from Page 42 of 43 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure

- (G) The seal of The Owners-Strata Plan No. 101702 was affixed on 9/02/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

Name :

Authority :

[Handwritten Signature]
PHILLIP COURT
STRATA MANAGING AGENT

Signature :

Name :

Authority :



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 101702

1. Definitions and Interpretation

Definitions

1.1 In these by-laws these terms (in any form) mean:

Accessible Spaces Car Spaces designed to be used by persons with impaired mobility;

Act the *Strata Schemes Management Act 2015*;

Air Conditioning System the air conditioning fan coil units and any air conditioning plant, pipes, wires, cables, ducts, pumps, filters and fans associated with those air conditioning fan coil units but excluding the Condenser Units and any associated meters;

Architectural Code means the architectural and landscape code set out in **schedule 1**;

Authority any government or semi government authority or instrumentality, statutory or judicial authority, including Council;

Balcony that part of a Lot which is noted as "B" on the Strata Plan;

Balcony Membrane that part of the Building being the waterproofing membrane attached to the slab of the Balcony forming part of a Lot;

Building the building erected on the Parcel known as Building 2 Scarlett;

Building Management Committee the committee appointed under the Strata Management Statement;

Building Manager has the meaning given to that term in the Strata Management Statement;

Building Works means:

- (a) any works or alterations that will affect Common Property or another Lot (including any temporary shut down of Services required to carry out building works or alterations);
- (b) any works which affect the external appearance of a Lot or the Strata Scheme;
- (c) changes to the external colour of materials of a Lot or the Strata Scheme (including those on the balcony, terrace or courtyard of a Lot);
- (d) the installation of sun blinds, security bars (or other security devices), flyscreens and other fixtures to the external surfaces of a Lot or the Strata Scheme;
- (e) the installation of a sign, placard or banner; and
- (f) the erection of any new structures in a Lot or the Strata Scheme;

by-laws these by-laws;

Car Share Space the car share spaces noted as "CSH" on the Strata Plan which are a Shared Facility;

Car Space means that part of a Lot designated as a car parking space;

Car Wash Bay means that part of the Common Property noted on the Strata Plan as "CWB";

Common Property so much of the Parcel as from time to time is not comprised in any Lot;

Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to the Act;

Condenser Units the air conditioning condenser units located within a Lot or on the Common Property;

Contractor Mirvac Projects Pty Limited ABN 72 001 069 245 and includes any transferee and assignee;

Cosmetic Work has that meaning in the Act;

Council the City of Parramatta Council or its successor;

Courtyard that part of a Lot which is noted as "CY" on the Strata Plan;

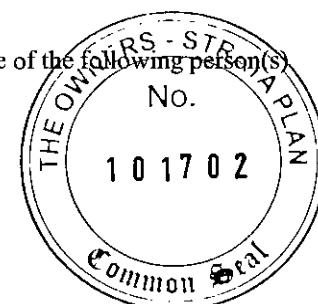
Development Consent means the consent SSD7662 issued by the Minister for Planning, as amended from time to time;

The seal of The Owners-Strata Plan No 101702 was affixed on ...9 February 2021..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature(s):

Name(s) [use block letters]: ...PHILLIP COURT.....

Authority:....STRATA MANAGING AGENT.....



Emergency Evacuation Plan means the emergency evacuation plan prepared by the Contractor and provided to the Owners Corporation, as amended from time to time;

Excluded Dog:

- (a) pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentine;
- (d) a fila brasileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth government;
- (h) any dog exceeding 14kg in weight; and
- (i) an unregistered or dangerous dog under the Companion Animals Act 1998;

Fire Safety Device any structure or device contained within a Lot or Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire within the Parcel;
- (b) provides lighting in the case of smoke, heat or fire within the Parcel;
- (c) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
- (d) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
- (e) is required by Law for fire safety or that otherwise improves fire safety;

Garbage Room the garbage rooms located in the basement of the Building;

Garbage Holding Area that part of the Common Property located in the basement of the Building which is a Shared Facility;

Government Agency any governmental, semi-governmental, statutory, public or other Authority having jurisdiction over the Parcel;

Landscape Podium means that part of the Common Property located on level 1 which is a Shared Facility and includes the BBQ facilities;

Landscape Works means the installation of new landscaping or the alteration of existing landscaping;

Law includes:

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

Loading Area the loading area on that part of the Common Property located on the ground floor of the Building which is a Shared Facility;

Lot a lot (as defined in the Act) in the Strata Scheme;

Master Plan means the Sydney Olympic Park Master Plan 2030 and the Draft Sydney Olympic Master Plan 2030 (2016 Review) prepared by SOPA and adopted by the Minister for Planning in May 2002;

Minor Renovations has the meaning in the Act;

Noise Control Regulation means *Protection of the Environmental Operations (Noise Control) Regulation 2008*;

Occupier any person in lawful occupation of a Lot or any part of a Lot;

Owner:

- (a) except as provided in paragraph (b), a person for the time being recorded on the register as entitled to an estate in that Lot; or
- (b) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with section 178 of the Act;

Owners Corporation the owners corporation for the Strata Scheme;

Parcel the land comprised in the Strata Scheme being Lot 1 in DP 1252952;

Permitted Person a person on the Parcel with the express or implied consent of an Owner or Occupier;

Representative a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee;

Restriction on Use means the restriction on use burdening the Strata Scheme numbered 5 in the Strata Plan Instrument;

Rules the rules made under these by-laws;

Screens any fly screens or other external screen or door which is attached to windows or doors;

Security Key a key, magnetic or other device used to:

- (a) open and close gates, doors or locks on the Common Property; or
- (b) operate alarms, security systems or communications systems; or

(c) operate any equipment or system if applicable;

Services include:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) the provision of sewerage and drainage;
- (c) transmission by telephone, radio, television, satellite or other means;
- (d) the provision of security systems; and
- (e) any other facility, supply or transmission;

Shared Facility has that meaning given to the term in the Strata Management Statement;
SOPA means Sydney Olympic Park Authority Act 2001 (New South Wales) as amended ABN 68 010 941 405;

- (a) any person appointed to replace or administer it or to carry out its functions; and
- (b) the Minister responsible for Sydney Olympic Park Authority or any administrator or replacement of it;

Strata Committee the Strata Committee of the Owners Corporation elected in accordance with the Act;

Storage Area that part of a Lot which is noted as "S" or "ST" on the Strata Plan;

Strata Management Statement the strata management statement registered with the Strata Plan;

Strata Manager is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;

Strata Plan the strata plan registered with these by-laws;

Strata Plan Instrument the strata plan instrument registered with the Strata Plan;

Strata Scheme the strata scheme constituted on registration of the Strata Plan;

Stratum Plan deposited plan 1252952;

Substitute Representative a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee if its Representative cannot attend;

Sydney Olympic Park has the meaning it has in the SOPA Act;

TMV the Thermostatic "Thermostatic Mixing Valve" being a hydraulic device installed within the Lot used to limit the temperature of hot water to a safer temperature;

Visitor Bicycle Parking the bicycle parking located on the Common Property which is a Shared Facility;

Visitor Motorcycle Parking means the motorcycle parking located on the Common Property which is a Shared Facility; and

WRAMS the Water Reclamation and Management Scheme providing recycled water supply to various facilities within the Sydney Olympic Park and Newington which involves the collection, filtration and treatment of sewerage and stormwater for re-use in irrigation and non-drinking water such as toilet flushing, washing down, construction, fire-fighting, ornamental water features, washing machines and cooling towers.

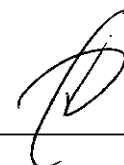
Interpretation

- 1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
- 1.3 In these by-laws unless the contrary intention appears a reference to:
 - (a) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (b) the singular includes the plural and vice versa;
 - (c) any gender includes all other genders;
 - (d) a person includes a corporation, partnership, joint venture, association, Authority, trust, state or government and vice versa; and
 - (e) this instrument includes any variation or replacement of it.
- 1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
- 1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
- 1.6 The word "includes" in any form is not a word of limitation.
- 1.7 A reference to Law includes all Law amending, consolidating or replacing Law.

2. Laws and Instruments

Binding Nature

- 2.1 These by-laws set out the rules of the Strata Scheme and bind:



- (a) Owners;
- (b) Occupiers;
- (c) the Owners Corporation;
- (d) Permitted Persons; and
- (e) mortgagees in possession of a Lot.

Strata Management Statement

- 2.2 These by-laws should be read in conjunction with the by-laws contained in the Strata Management Statement.
- 2.3 Each Owner, Occupier and the Owners Corporation must perform and observe the provisions of the Strata Management Statement.
- 2.4 If there is any matter or thing that is authorised by these by-laws but is restricted, either entirely or to an extent, by the by-laws contained in the Strata Management Statement, then the by-laws contained in the Strata Management Statement shall prevail over these by-laws to the extent of the inconsistency.
- 2.5 A breach of the by-laws contained in the Strata Management Statement by an Owner or Occupier amounts to a breach of these by-laws by that Owner or Occupier.
- 2.6 A consent under these by-laws does not relieve any Owner, Occupier or the Owners Corporation from obtaining consents under the Strata Management Statement.

Building Management Committee

- 2.7 The Owners Corporation is a member of the Building Management Committee.
- 2.8 The Strata Committee may:
 - (a) appoint a Representative and Substitute Representative for the Owners Corporation for one or more of the members of the Strata Committee;
 - (b) terminate the appointment of a Representative or Substitute Representative at any time within the definitions of Representative and Substitute Representative.

Complying with the Architectural Code

- 2.9 Owners, Occupiers and the Owners Corporation must comply with the requirements of the Architectural Code including when carrying out any works to a Lot or the Common Property.

Rules

- 2.10 The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.
- 2.11 The Rules must be consistent with these by-laws.
- 2.12 The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- 2.13 If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.
- 2.14 The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

Compliance with these By-Laws

- 2.15 Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.
- 2.16 Each Owner must provide an occupier with a copy of the By-Laws.

Compliance with Laws

- 2.17 Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

Covenants and Easements

- 2.18 Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

Levies

- 2.19 Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

Non-compliance

- 2.20 The following provisions apply if an Owner or Occupier fails to comply with these by-laws:
 - (a) the Owners Corporation may enforce a by-law by legal means;
 - (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
 - (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - (i) give the Owners Corporation or persons authorised by it access to the Lot; and
 - (ii) pay the Owners Corporation for its costs of doing the work;

- (d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and
- (e) the powers of the Owners Corporation under this by-law are in addition to those available to it under the Act.

Applications

- 2.21 Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

Strata Manager

- 2.22 When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the administration manager or strata manager (as applicable) appointed by the Building Management Committee.

Owners Corporation Consent

- 2.23 A person must make any application for the consent of the Owners Corporation under these by-laws in writing.
- 2.24 Subject to an express provision in these by-laws the Owners Corporation must act reasonably:
- (a) give consent conditionally or unconditionally; or
 - (b) withhold its consent.
- 2.25 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.
- 2.26 Subject to an express provision in these by-laws or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:
- (a) the Owners Corporation at a general meeting; or
 - (b) the Strata Committee at a Strata Committee meeting.
- 2.27 The Owners Corporation must give any consent required under these by-laws in writing.
- 2.28 The Owners Corporation may delegate any function or consent to the Strata Committee as is permitted under Law to be delegated to the Strata Committee.

3. Behaviour of Owners, Occupiers and Permitted Persons

Noise and Vibration

- 3.1 An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might reasonably interfere with another Owner or Occupier's right to peaceful enjoyment of a Lot or the Common Property.

Behaviour

- 3.2 An Owner or Occupier must not:
- (a) obstruct lawful use of Common Property; or
 - (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

Smoking

- 3.3 An Owner or Occupier must not smoke in stairwells, lifts, foyers and the car park forming part of the Common Property or such other parts of the Common Property as the Owners Corporation may designate from time to time.
- 3.4 An Owner or Occupier must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

Children

- 3.5 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property and on any balconies which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Person

- 3.6 An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

Increasing Insurance

- 3.7 An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
- 3.8 If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.

- 3.9 Provided the Owner of the relevant Lot complies with by-law 3.8, it will not be in breach of by-law 3.7 with respect to any increase in premium arising out of the use of its Lot.

4. Common Property and Shared Facilities

Common Property and Shared Facilities

- 4.1 Some items of Common Property are Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

Obligations of Owners and Occupiers

- 4.2 An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:
- (a) leave anything on Common Property;
 - (b) obstruct the use of Common Property;
 - (c) use any part of Common Property for the Owner's or Occupier's own purposes;
 - (d) erect any structure on Common Property;
 - (e) attach any item to Common Property;
 - (f) do or permit anything to be done to Common Property which might cause damage; or
 - (g) alter Common Property.
- 4.3 By-Law 16 applies to the carrying out of Building Works or alterations and may apply to paragraphs (d), (e) or (g) of by-law 4.2.
- 4.4 An Owner or Occupier must:
- (a) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
 - (b) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
 - (c) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.
- 4.5 Except with the prior consent of the Owners Corporation, an owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

Damage to Common Property

- 4.6 If an Owner, Occupier or Permitted person causes damage to the Common Property while that Owner, Occupier or Permitted Persons uses the Common Property then that Owner or Occupier must:
- (a) promptly notify the Owners Corporation of the damage caused; and
 - (b) compensate the Owners Corporation accordingly.

Building Maintenance

- 4.7 The Owners Corporation must:
- (a) adopt and carry out the Building Maintenance Program; and
 - (b) have the Building Maintenance Program reviewed annually or as prescribed by the Act by a suitably qualified or licensed person.

Safety

- 4.8 The Owners Corporation must have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law.

Fire

- 4.9 The Owners Corporation must:
- (a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
 - (b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
 - (c) provide a copy of the annual fire safety statement referred to in by-law 4.9 to Council.

Owners Corporation Access

- 4.10 In accordance with the Strata Legislation, the Owners Corporation may enter a Lot to operate, inspect, test, treat, use, maintain or replace Common Property. On the giving of prior notice, Owners and Occupiers may be required to provide access to that part of a Lot comprising a storage space for the purpose of inspecting, testing and maintaining any Services and infrastructure located within the Common Property.



Building Management Committee Access

- 4.11 The Owners Corporation authorises the Building Management Committee to exercise its right to enter a Lot in accordance with the Strata Management Statement, to operate, inspect, test, treat, use, maintain or replace a Shared Facility located in a Lot or to access a Shared Facility through a Lot if no alternative access is available.

5. External Appearance

General

- 5.1 An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

Window Coverings

- 5.2 To ensure the architectural integrity of the Building, window coverings including internal louvers, curtains or blinds when viewed from the exterior of the Building must be white or off-white in colour;
- 5.3 An Owner or Occupier is not permitted to affix window blinds to window frames, any fixing must be to the ceiling.

Hanging of Washing & Other Items

- 5.4 An Owner or Occupier must not hang any washing, bedding, towels, swimwear, wetsuits or other articles of a similar nature on any part of the Building including from the Balcony or Courtyard of a Lot.

Screens

- 5.5 An Owner or Occupier must not install Screens to an entry door to a Lot.
- 5.6 An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames and is consistent with any requirement of the Architectural Code. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

Signage

- 5.7 An Owner or Occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Strata Committee and if required, any Government Agency including electrical signs or lights.

6. Floor Coverings

Noise

- 6.1 An Owner or Occupier must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

Standard

- 6.2 Without limiting the requirements of this by-law, if an Owner or Occupier has or wishes to install a floor finish within an Owner's Lot the weighted standardised impact sound pressure level of an installed floor system shall be less than or equal to 50 Lnt,w as measured in accordance with ISO16283-2:2018 and rated in accordance with ISO 717.2:2013 and shall generally be compliant with the requirements of the Building Code of Australia or the requirements of the Council, whichever may be the greater. Where this by-law is in conflict with other by-laws, the standard set in this by-law takes precedence.

Consent

- 6.3 An Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law 6.4 has been furnished to the Owners Corporation.

Report

- 6.4 An application for consent by an Owner under by-law 6.3 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 6.1 and will comply with by-law 6.2.

Certificate

- 6.5 Following the installation of a floor finish, to demonstrate compliance with this by-law, an Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has inspected and tested the floor finish as installed to ensure that the installation and resulting sound

transmission meet the parameters set out in this by-law including those in the report required under by-law 6.4. If such certificate is not provided to the Owners Corporation within 3 months of installation of the new floor finish, the Owners Corporation has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the Owner.

- 6.6 The Owners Corporation may at any stage conduct further inspections and testing of the floor finish (at the expense of the Owners Corporation) to ensure continued compliance with by-law 6.2.
- 6.7 If the results of the further inspections and testing carried out by the Owners Corporation under by-law 6.6 show that there is non-compliance with the standard set out in by-law 6.2, the Owners Corporation may request that the Owner carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owners Corporation's request.
- 6.8 If the Owner does not carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owners Corporation's request, the Owners Corporation has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the Owner.

Furniture

- 6.9 Where a floor finish has been installed (whether by the original proprietor or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

7. Lights

- 7.1 Owners and Occupiers are responsible for the repair, maintenance and replacement of all lights and associated transformers within a Lot.
- 7.2 The Owners Corporation is responsible for the repair, maintenance and replacement of the lights within the Balconies and Courtyards of Lots (whether or not the lights are within Common Property) including for all wall mounted lights on the balconies of Lots.

8. Storage Areas and Parking

Storage Areas

- 8.1 An Owner or Occupier must ensure that items stored in Storage Areas:
- (a) are raised above floor level;
 - (b) are stored away from the boundaries of the Storage Areas as the boundary of some Storage Areas may be subject to subterranean moisture; and
 - (c) provide a minimum 500mm clearance, or a distance nominated by the Owners Corporation from time to time, to any sprinkler pipe or sprinkler head which runs through or is positioned in any Storage Areas.
- 8.2 An Owner or Occupier must:
- (a) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
 - (b) not, store any items on top of or above the Storage Area of Lot;
 - (c) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
 - (d) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
 - (e) ensure that a Storage Area is kept safe, clean, neat, tidy and free of rubbish and vermin;
 - (f) comply with all Laws relating to the storage of items in the Storage Area;
 - (g) ensure that ventilation of the Storage Area is not adversely affected due to the items sorted; and
 - (h) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area (including to any fire sprinklers located in the Storage Area).
- 8.3 The Owners and Occupiers and the Owners Corporation must comply with the Restriction on Use.

Car Spaces

- 8.4 Any part of a Lot designated for use for parking of vehicles must not be used by an Owner or Occupier for any other purpose without the prior written approval of the Owners Corporation and must not be used for the storage of goods or waste products.

- 8.5 A Lot or any part of a Lot designated for use for parking of vehicles must be maintained free of obstruction.
- 8.6 No Car Spaces are to be utilised for the washing or servicing of cars or vehicles.
- 8.7 The Owners and Occupiers and the Owners Corporation must comply with the Restriction on Use.

Parking on Common Property

- 8.8 Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

9 Keeping of Animals

Permitted Animals

- 9.1 An Owner or Occupier may keep without the consent of the Owners Corporation:
- (a) fish in an enclosed aquarium;
 - (b) 1 caged bird;
 - (c) 1 dog (other than an Excluded Dog) provided that dog is desexed; or
 - (d) 1 cat, provided that cat is desexed.

Consent

- 9.2 An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:
- (a) any other type of animal; or
 - (b) more than 1 dog (other than an Excluded Dog), 1 caged bird or 1 cat at the same time.

Rules

- 9.3 If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:
- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
 - (b) must ensure that, when in or on any other part of the Building, the animal is accompanied by the Owner or Occupier;
 - (c) must, when on any other part of the Building, keep the animal appropriately tethered and under control;
 - (d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:
 - (1) any noise which is disturbing to an extent which is unreasonable; and
 - (2) for damage to or loss of property or injury to any person caused by the animal; and
 - (e) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel (including all animal waste).
- 9.4 This by-law:
- (a) applies to any Permitted Person; and
 - (b) does not permit the keeping of an Excluded Dog; but
 - (c) does not prevent the keeping of a dog used as a guide or hearing dog.

Notice

- 9.5 Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law.
- 9.6 A further breach under this by-law after notice has been served on an Owner or Occupier under by-law 9.5, will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

10 Cleaning

Cleaning and Maintenance of Lot

- 10.1 Each Owner and Occupier must keep their Lot:
- (a) clean and tidy;
 - (b) free from rubbish; and
 - (c) in good repair and condition.
- 10.2 When cleaning any part of their Lot, each Owner or Occupier must not allow any objects, dirt, water or any other material associated with the cleaning of the Lot to pass over the Balcony or Courtyard of the Lot or into another Lot.

Windows and Doors

- 10.3 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies, Courtyards and Gardens

- 10.4 An Owner or Occupier must keep all Balconies and Courtyards within a Lot clean, tidy and well maintained.
- 10.5 Any damage to the Balcony Membrane or Courtyard Membrane is the responsibility of the Owner or Occupier.
- 10.6 Balconies and Courtyards of a Lot must not be:
- (a) used for the storage of goods or equipment (including sporting equipment); or
 - (b) enclosed in any way.
- 10.7 Upholstered furniture must not be placed within a Balcony or Courtyard of a Lot.
- 10.8 If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:
- (a) properly maintain the soil in the planter boxes and any pots located in the planter boxes;
 - (b) only use the planter boxes and pots provided and not remove, replace, modify or damage any planter boxes or any pots located within the planter boxes;
 - (c) when watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
 - (d) only have plants no more than 500mm high on balconies.
- 10.9 Any damage to the planter box membrane is the responsibility of the Owner or Occupier.

11 Moving Goods and Furniture

Notice

- 11.1 An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation and the Owner or Occupier has consulted with the Building Manager.

Loading

- 11.2 All loading and unloading of furniture or large objects must be conducted wholly within the Parcel.
- 11.3 Loading and unloading of furniture or large objects is not permitted through the residential lobby areas of the Building and must be loaded and unloaded from the Loading Area in accordance with the Strata Management Statement.
- 11.4 Loading and unloading of furniture and large objects from vehicles parked kerbside or any appurtenant driveway is not permitted.

Owners Corporation may determine

- 11.5 The Owners Corporation and Strata Committee may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner and make other rules regarding the transportation of furniture and large objects through or on Common Property, including requiring the provision of a bond prior to the transportation of such furniture or large objects through or on the Common Property.

Determination

- 11.6 If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.
- 11.7 Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.

Use of Lifts

- 11.8 The Owners Corporation must determine the lift to be used for the moving of furniture or large objects to a Lot.
- 11.9 If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 4.6.

12 Garbage Disposal

Depositing waste and other material on Common Property

- 12.1 Subject to this by-law 12 an Owner or Occupier must not deposit or throw on Common Property any waste, dirt, dust or other material or discarded item except with the prior approval of, or as directed by, the Owners Corporation.

General

- 12.2 Garbage disposal is to be in accordance with the Owners Corporation Manual.
- 12.3 The buildings include dual purpose garbage chutes for Owners or Occupiers to place:
- (a) garbage and waste (other than animal waste); and

- (b) recyclable material.
- 12.4 The Owners Corporation must arrange for waste, garbage and recyclable materials from the garbage rooms to be placed in the Garbage Holding Area for collection by Council.
- 12.5 An Owner or Occupier must place large or bulky items in the bulky goods storage room.
- 12.6 The Owners Corporation must arrange for bulky or heavy goods, placed in the bulky goods storage room to be collected by Council.

Owner and Occupier obligations

- 12.7 An Owner or Occupier must:
 - (a) comply with all requirements of the Owners Corporation or any Authority in respect of the disposal and recycling of waste;
 - (b) ensure that the dual purpose garbage chute is used in accordance with the Owners Corporation instructions;
 - (c) ensure that garbage and waste (other than recyclable materials) are drained and securely wrapped before being placed in a garbage chute;
 - (d) ensure that recyclable materials are cleaned and emptied, but not bagged, before being placed in a garbage bin allocated for recyclable materials or garbage chute;
 - (e) ensure that no shrink wrapping, flammable materials or toxic or other hazardous materials are disposed of in the garbage chutes;
 - (f) ensure that bottles are drained and cleaned and not broken before placing them in the garbage chute in accordance with the application guidelines;
 - (g) ensure that no large items are placed in a garbage chute that might cause a blockage (including cardboard boxes or packing material);
 - (h) ensure that no animal waste is placed in the garbage chute;
 - (i) ensure that no garbage, trade waste or recyclable material is placed outside the Building at any time;
 - (j) flatten cartons or boxes before placing on the designated stack area in the designated areas; and
 - (k) contact the Building Manager, or if there is no Building Manager, the Strata Manager to arrange (at the cost of the Owner or Occupier) removal of large articles of waste, large quantities or recyclable material or liquids that are poisonous or environmentally dangerous.

Cleaning up spills

- 12.8 An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
- 12.9 An Owner or Occupier must immediately clean up any spillage of oil or other material in a Car Space which is caused by that Owner or Occupier.
- 12.10 If an Owner or Occupier does not comply with by-law 12.8, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

13 Provision of Amenities or Services

- 13.1 Subject to by-law 13.2, the Owners Corporation may determine to enter into arrangements for the provision of amenities or Services to one or more of the Lots, or to the Owners or Occupiers including:
 - (a) window cleaning;
 - (b) garbage disposal and recycling services;
 - (c) electricity, water or gas supply;
 - (d) telecommunication services;
 - (e) landscaping and gardening;
 - (f) lift maintenance;
 - (g) general cleaning; and
 - (h) security services.
- 13.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

14 Manager

Types of Agreements

- 14.1 The Owners Corporation may in addition to any arrangement under by-law 13, determine to enter into an agreement with a suitably qualified or licensed person under which that person may be responsible to:
 - (a) carry out caretaking functions;

- (b) monitor and provide a security presence;
- (c) provide access and assistance to any Owner, Occupier and Permitted Person;
- (d) coordinate and oversee the general building duties such as move-in/move outs cleaning and maintenance of the Common Property;
- (e) coordinate and manage collection of garbage and recyclable materials; and
- (f) carry out any other duties that the Owners Corporation may decide are appropriate.

Terms of Agreements

- 14.2 The Owners Corporation must accept and comply with the terms of any agreement with a manager entered into by the Contractor for the purposes of the Scheme prior to the creation of the Scheme, provided that any such agreement expires at the conclusion of the first annual general meeting of the Owners Corporation.
- 14.3 An agreement of the kind referred to in this by-law:
- (a) may be for a term of any duration considered by the Owners Corporation to be reasonable but in any event must comply with the Act and will not exceed ten years;
 - (b) include provisions for the duties of the manager (including those duties listed in by-law 14.1);
 - (c) will be on market terms and include provisions for the remuneration of the on-site manager; and
 - (d) may grant exclusive possession by way of lease, licence or other right over all or part of the Common Property and any personal property vested in the Owners Corporation to enable the person to perform his or her duties in accordance with part 4 of the Act.
- 14.4 The agreement may require the provision of an on-site manager on a full or part time basis as determined by the Owners Corporation.

15 Storage of Bicycles and Motorcycles

Rules

- 15.1 An Owner or Occupier must not:
- (a) permit any bicycle to be stored on the Common Property, other than in a Storage Area or any other areas as may be designated by the Owners Corporation from time to time as a bicycle storage area;
 - (b) permit any motorcycle to be parked in the Visitor Motorcycle Parking or stored on the Common Property, other than in an area as may be designated by the Owners Corporation from time to time as a motorcycle parking area;
 - (c) permit any motorcycle or bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, Balcony or other parts of the Common Property (other than in a Storage Area or any other area designated under by-law 15.1(a) and by-law 15.1(b));
 - (d) store their bicycle in the Visitor Bicycle Parking spaces.

Shared Facility

- 15.2 The Visitor Bicycle Parking and Visitor Motorcycle Parking spaces are a Shared Facility.
- 15.3 The Building Management Committee may make rules in relation to the Visitor Bicycle Parking spaces and Visitor Motorcycle Parking.

16 Building Works & Alterations

Consents

- 16.1 Subject to this by-law 16, an Owner or Occupier must:
- (a) obtain the consent of the Strata Committee for Minor Renovations;
 - (b) obtain the consent of the Owners Corporation to carry out Building Works;
- 16.2 In addition to the consent of the Owners Corporation under by-law 16.1, an Owner or Occupier must obtain the consent of:
- (a) the Council or any other Government Agency (if required); and
 - (b) the Building Management Committee (if required).
- 16.3 Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.
- 16.4 Consent of the Owners Corporation is not required for the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.
- 16.5 Consent of the Owners Corporation to the carrying out of Building Works will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).



Notice to Owners Corporation

- 16.6 Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days' notice before carrying out any Building works or alterations. This applies whether or not consent of the Owners Corporation is required.
- 16.7 The notice under by-law 16.6 must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:
- (a) the estimated time period for the carrying out of the proposed alterations or building works;
 - (b) the nature and extent of the proposed alterations or building works; and
 - (c) whether any Common Property or another Lot will be affected.

Carrying out of building works or alterations

- 16.8 During the carrying out of any Building Works an Owner must:
- (a) comply with the construction guidelines in the Architectural Code;
 - (b) ensure no damage is caused to Services or pipes within the Building;
 - (c) ensure no damage to any Shared Facilities;
 - (d) take all reasonable precautions to ensure that no damage is caused to the Common Property;
 - (e) use protective cloths or sheets to protect the walls, ceilings and floors of any lift cars used in the carrying out of any building works;
 - (f) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
 - (g) repair any damage caused to the Common Property as a result of the building works or alterations;
 - (h) carry out the building works or alterations in a manner that complies with all warranties and does not void or otherwise adversely affect any warranties in relation to the Building or any part of the Building;
 - (i) ensure the building works and alterations are carried out by suitably qualified (and if appropriate, licensed) persons;
 - (j) carry out the building works or alterations promptly;
 - (k) provide permanent access to all maintainable or annual fire certifiable plant and equipment as required by the Building Code of Australia;
 - (l) comply with all reasonable requirements of the Owners Corporation or Building Management Committee (as the case may be); and
 - (m) ensure that the building works or alterations carried out within working hours generally imposed by Council.

Structural support

- 16.9 An Owner or Occupier (other than the Contractor), must not carry out any alteration to any part of the Building, which renders structural support to any other part of the Building without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration in accordance with by-law 16.1. The consent of all Authorities required by law must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all Authorities and the Owners Corporation.

Works Method Statement

- 16.10 Prior to carrying out any building works or alterations, an Owner or Occupier:
- (a) must ensure that a work method statement is prepared by a suitably qualified or licensed person to ensure that a safe work environment and method are enforced; and
 - (b) provide the Owners Corporation with a copy of the works method statement.

Audio or Audio Visual Equipment

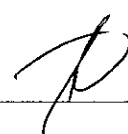
- 16.11 An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.
- 16.12 The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be comprised by the proposed installation.

Strata Management Statement

- 16.13 The approval of the Owners Corporation to the carrying out of building works and alterations under this by-law 16 is in addition to any approval of the Building Management Committee required under the Strata Management Statement.

Contractor's Rights

- 16.14 Nothing in this by-law 16 imposes an obligation on the Contractor to:
- (a) obtain consent of the Owners Corporation under by-law 16;



- (b) serve notice on the Owners Corporation under by-law 16; and
- (c) prepare a work method statement under by-law 16.

17 Security Keys

Security

- 17.1 The Owners Corporation may take measures to ensure the security and preserve the safety of the Common Property and the Lots from fire and other hazards including by:
- (a) closing off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis; or
 - (b) otherwise restricting the access to our use by an Owner or Occupier of any part of the Common Property.

Restricted Access

- 17.2 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
- 17.3 The Owners Corporation must make Security Keys available to:
- (a) Owners;
 - (b) persons authorised by the Owners Corporation; and
 - (c) persons authorised by the Building Management Committee.

Fees

- 17.4 The Owners Corporation may charge a reasonable fee for an additional or replacement Security Key required by an Owner.
- 17.5 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease of licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

Security Keys

- 17.6 A person to whom a Security Key is made available must:
- (a) not duplicate or copy the Security Key;
 - (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
 - (c) use reasonable endeavours to ensure the Security Key remains within that person's control;
 - (d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
 - (e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

18 Owners Corporation may carry out work

Owners Corporation rights

- 18.1 The Owners Corporation may do anything on or in a Lot:
- (a) which should have been done under these by-laws but has not been done or has not been done properly;
 - (b) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
 - (c) to gain access to Common Property for any reasonable purpose (including to clean and maintain any part of the Building).
- 18.2 If by-law 18.1 applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:
- (a) enter and remain on the Lot for as long as is necessary; and
 - (b) recover any costs associated with carrying out works under these by-laws from the Owner.
- 18.3 The Owners Corporation must indemnify Owners from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owners Corporation of the rights conferred by this by-law.

Notice

- 18.4 An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:
- (a) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
 - (b) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.

18.5 By-Law 18.4 is in addition to the powers of the Owners Corporation under the Act.

19 Use of Lot

Residential Use

19.1 Subject to by-law 19.2, Owners and Occupiers must only permit Lots to be used in accordance with the following:

- (a) Lots may be used as permanent residential accommodation including under leases subject to the *Residential Tenancies Act 2010* (NSW). Short term uses such as temporary rental of rooms, serviced apartments, backpacker use are not permitted;
- (b) no more than two adult people may occupy any bedroom and no bedroom may contain more than two beds. This excludes children's beds, cots and bassinets;
- (c) use of rooms for sleeping accommodation, other than rooms designated in the Development Consent as bedrooms, is prohibited;
- (d) bedrooms must not be further divided, screened or partitioned in any way;
- (e) the total number of adults residing in a Lot must not exceed twice the number of approved bedrooms; and
- (f) Owners, Occupiers or the Owners Corporation must not advertise or permit an agent or Building Manager to advertise a Lot for short term accommodation or share accommodation.

19.2 By-Law 19.1 does not apply to Lot 234 for so long as Lot 234 is owned by a disability accommodation provider and Owners, Occupiers and the Owners Corporation acknowledge that Lot 234 will be used by employees and contractors of disability accommodation providers, from time to time, to allow the provision of assisted living services to occupiers of a lot or lots owned by disability accommodation providers, from time to time.

19.3 Home occupation, if permitted under the zoning, is prohibited by this by-law.

Leasing of Lots

19.4 Owners must ensure that:

- (a) the letting of any lot is recorded under the terms of a residential lease under the *Residential Tenancies Act 2010* (NSW);
- (b) any residential lease is for a period of at least 6 months;
- (c) any leasing agent is made aware of the restrictions on use imposed under this by-law 19.4;
- (d) all reasonable endeavours are taken to ensure compliance with this by-law 19.4; and
- (e) that a copy of these by-laws, as registered is attached to any residential lease entered into in accordance with the requirements of the *Residential Tenancies Act 2010* (NSW).

Change in Use

19.5 An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

19.6 Nothing in this by-law authorises any Owner or Occupier to change the use of their Lot. Any change in use of a Lot must comply with all laws applicable to that use including the applicable zoning and the requirements for Council consent. If Council consent is required for the proposed change in use, the Owner or Occupier must provide a copy of that consent to the Owners Corporation.

19.7 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within seven days of notification in writing by the Owners Corporation.

20 Integrity of Fire Safety Systems

Rules

20.1 An Owner or Occupier must not:

- (a) interfere with or damage any Fire Safety Device; or
- (b) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.

20.2 An Owner or Occupier must:

- (a) only install fire locks within a Lot;
- (b) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke alarms within a Lot;
- (c) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;

- (d) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
- (e) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware; and
- (f) subject to receiving notice under by-law 20.2(e) give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.

Smoke detectors

20.3 Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke or heat detectors within that person's Lot in good and serviceable order.

Owners Corporation

20.4 The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 20.2(f). If access is not provided, any additional costs incurred by the Owners Corporation in inspecting, certifying or accessing the Lot may be recovered by the Owners Corporation from the Owner or Occupier.

20.5 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 18.

21 EDS Initiatives and TMV's and WRAMS

Owners Corporation Manual

21.1 Ecological sustainable development initiatives including rainwater harvesting, stormwater filtration, general waste management and waste minimisation principles are set out in the Owners Corporation Manual.

21.2 The Owners Corporation must ensure that all contractors engaged by the Owners Corporation are directed to the Owners Corporation Manual so that all contractors are aware of the procedures relating to ESD initiatives in carrying out work on the Parcel.

TMV

21.3 Owners and Occupiers are responsible for the repair, maintenance and replacement of the TMV located under the laundry tub within a Lot.

21.4 Repair and maintenance of TMV's must be carried out in accordance with the manufacture's requirements.

WRAMS

21.5 The Owners Corporation is responsible for the repair, maintenance and replacement of the WRAMS System installed in the Common Property for the use of the Building.

21.6 Owners and Occupiers are responsible for the repair, maintenance and replacement of the WRAMS fittings and pipes located within that Owner's or Occupier's Lot.

21.7 In accordance with the Development Consent, Owners and Occupiers are not permitted to disconnect the WRAMS connected to the toilets and laundries within Lots.

22 Balconies and balustrades

22.1 Owners and Occupiers must comply with the provisions of the Architectural Code in respect of outdoor furniture and landscaping.

22.2 An Owner or Occupier must not place items on balconies:

- (a) which may be capable of falling or being blown by wind off the Balcony; or
- (b) in a manner which might create a safety or fire hazard.

22.3 Owners and Occupiers are required to:

- (a) remove all light furniture from the Balcony that could be moved and used as a climbing aid by a child;
- (b) ensure that no other element is constructed or placed against the inside face of the balustrade glass that can be used by a child to gain a foothold; and
- (c) ensure that the Balcony door is kept locked at all times that the Balcony is not being used with the key placed in a position that cannot be accessed by a child.

23 Barbeques

Rights

23.1 An Owner or Occupier may store and operate a portable barbeque on the Balcony of a Lot if:

- (a) it is a type permitted under this by-law 23;
- (b) it will not or is not likely to cause damage;
- (c) it is not or is not likely to become dangerous;
- (d) the Owner or Occupier keeps it covered when it is not in operation;
- (e) the Owner or Occupier keeps it clean and tidy; and



(f) the Owner or Occupier complies with this by-law 23.

Types of portable barbeques

23.2 The types of portable barbeques permitted are a covered gas or electric portable barbeque. Solid fuel burning barbeques are permitted.

Operating a portable barbeque

23.3 An Owner or Occupier may only operate a portable barbeque during the hours of 8.00am and 9.00pm (or during other hours approved by the Owners Corporation).

Interference

23.4 An Owner or Occupier must ensure a portable barbeque used on the Balcony of a Lot does not create smoke, odours or noise which unreasonably interfere with another Owner or Occupier's enjoyment of their Lot or the Common Property.

24 Shopping Trolleys

An Owner, Occupier or Permitted Person is prohibited from bringing any shopping trolley onto the Common Property except if the shopping trolley is owned by the Owner or Occupier.

25 Balcony pavers/drainage

25.1 Pavers on the balconies are supported at each corner of the paver and therefore, their weight bearing capability towards the centre of the paving stone is not as strong as at the support points.

25.2 Construction of the balconies provides clearance for adequate drainage beneath the pavers. This area and the drainage holes in the pavers need to be kept clear of debris to ensure adequate flow of drainage. A marker or opening in the paver will identify the location of a drainage outlet beneath a paver or in close proximity to the paver.

25.3 It is the responsibility of the Owners and Occupiers to clean and clear, at least every 6 months or as required, all debris that is located beneath the balcony pavers and the balcony drainage holes.

25.4 It is the responsibility of the Owners and Occupiers to clean, maintain, repair and replace pavers on balconies.

25.5 If balcony pavers are replaced, they must be replaced with pavers similar in appearance to the original pavers.

25.6 If an Owner or Occupier fails to comply with its obligations under this by-law the Owner or Occupier must repair or reinstate any damage to the Common Property, including the waterproofing membrane.

25.7 Should Owners or Occupiers fail to repair or reinstate Common Property in accordance with by-laws 25.3, 25.4 or 25.6, the Owners Corporation has the right without notice to enter the Lot and repair or reinstate the Common Property at the cost of the Owner.

26 Screening devices, wintergardens and louvers

26.1 Screening devices, hoods, shutters and louvers installed on the external façade of the Building (whether or not the screening devices, hoods, shutters and louvers are attached to the Balcony of any Lot) are within the Common Property.

26.2 Subject to by-law 5.6, Owners must not install screening devices, shutters or louvers to the Balconies, windows or Balcony doors of any Lot.

26.3 The Owners Corporation is responsible for the repair, maintenance and replacement of screening devices, hoods, shutters and louvers which are within Common Property.

26.4 Owners of Lots that have screening devices, wintergardens and fixed and openable louvers attached to balconies of their Lot as at the date of registration of the Strata Plan have the exclusive use and enjoyment of those screening devices and fixed louvers on the terms of this by-law.

26.5 Subject to by-law 10.3, it is the responsibility of the Owners referred to in by-law 26.1 to regularly clean all screening devices, shutters and louvers attached to the Balconies of their Lots, including cleaning and clearing of all debris the tracks on which screening devices, shutters and louvers move, and any locking devices associated with screening devices, shutters and louvers.

26.6 If an Owner does not carry out its obligations under this by-law, the Owners Corporation, at the Owner's cost, can carry out works to ensure the screening device, shutters and louvers including the tracks on which the screening devices shutters and louvers move, and any locking devices associated with the screening devices, shutters and louvers are adequately maintained. Owners must give the Owners Corporation, or persons authorised by the Owners Corporation, access to the Lot for the purpose of carrying out these works.

- 26.7 If an Owner wishes to replace the screening devices and fixed louvers the Owner must obtain the consent of the Owners Corporation and comply with by-law 2.7 and 16.
- 26.8 If an openable includes louver includes a safety locking mechanism, Owners and Occupiers must not alter or remove the safety locking mechanism.

27 Landscaping

Landscaped Area or garden box

- 27.1 An Owner or Occupier whose Lot includes a landscaped area or garden box must ensure that:
- (a) so far as is practicable any plants in the landscaped area or a garden box are maintained in a healthy and vigorous condition;
 - (b) maintain any irrigation system if installed within that Owner's or Occupier's Lot;
 - (c) any plant which is damaged, diseased or dies is promptly replaced, where practicable, with a plant of the same species and similar size or with another plant as agreed with the Owners Corporation;
 - (d) in watering plants on any balcony adjoining the Lot, an Owner or Occupier must be careful not to affect Common Property or any other Lot and will not have a mechanical watering system installed on a Lot.

Owners Corporation

- 27.2 If an Owner or Occupier fails to comply with this by-law 27 the Owners Corporation may give notice requiring compliance.
- 27.3 If an Owner or Occupier fails to comply with a notice given under this by-law 27, the Owners Corporation may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this by-law 27.
- 27.4 Any expense incurred by the Owners Corporation this by-law 27 is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

28 Landscape Podium

The Landscape Podium is a Shared Facility and subject to the provisions in the Strata Management Statement.

29 Car Wash Bay

The Car Wash Bay is a Shared Facility and subject to the provisions in the Strata Management Statement.

30 Car Share Spaces

Development Consent

- 30.1 The Car Share Spaces are a Shared Facility and subject to the provisions in the Strata Management Statement.
- 30.2 The Building includes a number of Car Share Spaces and, subject to the conditions of the Development Consent, those car spaces may be used and have authorised use by car share vehicles only.

Car Share Provider

- 30.3 In addition to its powers under the Act, the Owners Corporation has the power to enter into agreements for the use of the Car Share Spaces with a Car Share Provider.

Change to by-law

- 30.4 This by-law cannot be amended or revoked without the consent of SOPA.

31 Architectural Code

Preserving the theme of the scheme

- 31.1 This by-law controls and preserves the architectural and landscape essence and theme of the Strata Scheme.

Architectural Code

- 31.2 The Owners Corporation must not amend, add to or cancel the Architectural Code:
- (a) without the prior consent of SOPA; or
 - (b) if the proposed amendment, addition or cancellation does not comply with the Master Plan.
- 31.3 SOPA must not unreasonably withhold its consent of the proposed amendment, addition or cancellation complies with the Master Plan.



Approving Building Works and Landscaping Works

- 31.4 In addition to obligations under the Architectural Code, Owners and Occupiers must obtain consent from the Owners Corporation before carrying out Building Works or Landscaping Works.
- 31.5 The Owners Corporation must refuse consent if the proposed Building Works or Landscaping Works do not comply with the Architectural Code or the Master Plan.

32 Building Management and an Owner or Occupier of a Lot

- 32.1 An Owner or Occupier or any Permitted Person must not:
- (a) interfere with or stop the caretaker or the Strata Manager performing their obligations or exercising their rights under their respective agreements with the Owners Corporation; or
 - (b) interfere with or stop the caretaker or the Strata Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

33 Emergency Evacuation Plan

- 33.1 The Owners Corporation
The Owners Corporation must:
- (a) review and keep the plan updated in accordance with by-law 30.2; and
 - (b) ensure the Emergency Evacuation Plan is communicated to Owners and Occupiers including if required by an Authority or the Development Consent, displayed in Common Property.
- 33.2 The Emergency Evacuation Plan must be amended as required by relevant Authorities and to comply with relevant Laws including as required under the Emergency Evacuation Plan.

34 Service by Email

- 34.1 This by-law applies to the service of a notice or other document required or authorised by the Act or the by-laws to be served by the Owners Corporation, Strata Committee or the secretary of the Strata Committee including, the notice or minutes of a general meeting of the Owners Corporation ("**document**").
- 34.2 A document may be served on the Owner of a Lot by electronic means by sending the document to an email address given by the Owner in writing to the Owners Corporation for the service of documents, in a form determined by the Owners Corporation or Strata Committee.
- 34.3 A document served by electronic means by sending the document to an email address is taken to be served on the business day after the document is sent unless the sender receives notice, before the business day after the document is sent, that the email has not reached or was not deliverable to the recipient including, automatically generated "undeliverable" and "bounced back" messages but not including "out of office" replies.
- 34.4 If a document is not served by electronic means (whether because the sender receives notice in accordance with by-law 31.3 that the email has not reached or was not deliverable to the recipient or for another reason), the document must be served in any other manner authorised by the Act or the by-laws for the service of the documents.

35 Air conditioning

Repair, Maintenance and Replacement

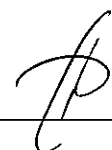
- 35.1 Owners and Occupiers have the exclusive use and enjoyment of the Air Conditioning System exclusively servicing that Owner or Occupier's Lot.
- 35.2 The Owners, at the Owner's cost, are responsible for the proper repair, maintenance, insurance and replacement of the Air Conditioning System.

Owners Corporation to provide access

- 35.3 Where components of the Air Conditioning System are not accessible from the Owner or Occupier's Lot, the Owners Corporation must provide access to the Owner or Occupier upon the giving of reasonable notice.

Make Good and Indemnity

- 35.4 Damage to the Common Property adjacent to the Air Conditioning System referred to in this by-law caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.



- 35.5 An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.

Noise Control

- 35.6 Owners and Occupiers must comply with the Noise Control Regulations.
- 35.7 An Owner or Occupier must not cause or permit an Air Conditioning System to be used in such a manner that it emits noise that can be heard within a habitable room in any other residential premises (regardless of whether any door or window to that room is open):
- (a) before 8.00am or after 10.00pm on any Saturday, Sunday or public holiday; or
 - (b) before 7.00am or after 10.00pm on any other day.

36 Accessible Spaces

- 36.1 Certain Car Spaces within the Building are Accessible Spaces.
- 36.2 Some Accessible Spaces are created in "pairs" within the basement parking areas of the Buildings (**Pair**). The 2 Accessible Spaces in a Pair are divided by that part of the Common Property between those 2 Accessible Spaces and marked "SZ" (shared zone) on the Strata Plan (**Exclusive Use Space**). Subject to by-law 33.3, each Pair has joint exclusive use and enjoyment of the Exclusive Use Space.
- 36.3 The Exclusive Use Space is intended so that:
- (a) the users of the Accessible Spaces in the Pair have additional room and facility to move in and out of motor vehicles; and
 - (b) the owners of storage cages may walk over the Exclusive Use Space to access their storage cage.
- 36.4 Each Exclusive Use Space must be kept clear of any objects that would impede the intended use of the Exclusive Use Space and without limitation, must not be used for additional parking or storage of any items.
- 36.5 The relevant Owner or Occupier of an Accessible Space in a Pair or storage cage is liable for any damage caused to the Exclusive Use Space or any locking device within the Exclusive Use Space that is damage by that Owner or Occupier. The Owners or Occupiers of Accessible Spaces in a Pair are jointly liable for keeping the Exclusive Use Space clean and tidy and free of impediments to use.
- 36.6 Subject to by-law 33.5, the Owners Corporation is liable for the repair and maintenance of the Exclusive Use Space and any bollard or locking device installed within the Exclusive Use Space.

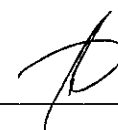
37 Sustainability By-Law

Sustainability

- 37.1 The Strata Manager:
- (a) will set and monitor energy and water performance targets for common areas and Services; and
 - (b) will report on energy and water consumption to the Owners Corporation and its members quarterly in strata meetings and minutes including any unexpected changes in trends of water and energy consumption.
- 37.2 The Owners Corporation will endeavour to maintain existing fixtures and finishes within all common areas for at least 10 years period in order to meet an objective of sustainability in accordance with the Green Star requirements.

38 Door handles for adaptable units

- 38.1 If a Lot is designated as an adaptable unit, the Owner of the adaptable unit may submit a request to the Owners Corporation for the replacement of the main entry door handle with a lever action handle (with returns) to assist in their ingress and egress to the Lot.
- 38.2 The Owners Corporation at the Owners Corporation cost will arrange for the installation of the lever action handle (with returns) no later than 15 business days after receiving a request from an Owner of an adaptable unit.
- 38.3 The Owner must give the Owners Corporation or persons authorised by it access to the Lot for the purpose of installing a lever action handle (with returns).
- 38.4 The door handle with a lever action handle (with returns), the subject of this by-law 35, will comply with AS1428.1.



Schedule 1

Architectural Code

1. General Design Guidelines

1.1 Architectural Façade

- (a) The façade and all architectural elements must be retained as constructed.
- (b) Painted surfaces both vertical and horizontal are specialist treatments and must not be recoated without reference to the manufacturers' specifications.
- (c) Permission must be sought from the Owners Corporation and Council or any other relevant Authority or Government Agency for repairs and maintenance for all exterior works.

1.2 Colour Scheme

- (a) Exterior colour schemes cannot be changed.
- (b) Permission must be sought from the Owners Corporation for repairs and maintenance of all exterior painting work.

1.3 Fences

Fences should not be in-filled or added to in any manner.

1.4 Balconies and Courtyards

- (a) Balconies and courtyards must be kept clean, tidy and well maintained.
- (b) Landscaping to balconies is to be kept to potted plants only.
- (c) Infilling of balconies with trellis, solid or glazed panels is not allowed.
- (d) Balconies and courtyards are generally paved. The pavers are Common Property and are owned by the Owners Corporation.
- (e) Pavers must not be drilled or treated or replaced or removed except where:
 - (i) the work is carried out by the Owners Corporation;
 - (ii) work is carried out with expert advice; and
 - (iii) the replacement pavers are of substantially the same colour, quality and type.
- (f) If any of the pavers cease to be available, the Owners Corporation must approve the appearance of any new type for installation. Any new type of pavers may require development approval.
- (g) Lightweight injection moulded furniture is not permitted on balconies.
- (h) An Owner or Occupier must not place any items on balustrades.
- (i) Washing lines or racks are not permitted on balconies.

1.5 Solar Panels and Solar Hot-Water systems

Solar panels must be integrated with the building design. The Owners Corporation and appropriate Council or any other Government Agency must approve size, location and model.

1.6 TV Aerials/Satellite dishes

- (a) All aerials and satellite dishes must be discreetly located and preferably not visible from any other public space (other than aerials and satellite dishes installed by the Contractor at the time of registration of the strata plan).
- (b) Satellite dishes are not permitted on balconies or on any other part of a lot that is visible from outside the lot.
- (c) Where several aerials or dishes are required, these must be located together as a group.
- (d) The Owners Corporation and appropriate Council or any other Government Agency must approve size, location and model.

1.7 Location of Air conditioning units

Individual Air-conditioning condenser units must remain located in the position as the time of registration of the Strata Plan. The Owners Corporation must approve size, location and model of any proposed replacement Air-conditioning condenser unit.

1.8 External Blinds and Awnings

Blinds and awnings must be in keeping with the original building design. Additional external blinds or awnings are not permitted.

1.9 Security Grills/Screens and Ventilation Louvres

- (a) Security Grills/Screens and Ventilation Louvres must be in keeping with the original building design and approved by the Owners Corporation.
- (b) Grills and ventilation openings should not be blocked or covered at any time.
- (c) Louvres must not be replaced except with louvres having identical appearance.
- (d) If the louvre ceases to be available, the Owners Corporation must approve the appearance of any new type for installation. Any new type of louvres may require development approval.

1.10 Storage

Outdoor spaces, including balconies, wintergardens and courtyards are not to be used as storage space at any time.

1.11 Doors and Windows

- (a) Doors and windows are generally glazed aluminium framed assemblies. Aluminium doors and windows have a high quality powder coated paint system finish and must not be repainted. Patching may be carried out buy only by a specialist, licensed professional.
- (b) Hinges and stays of entrance doors are generally in polished stainless steel or chromed brass and other hardware are not to be painted.
- (c) Any doors or windows visible from external elements of a Lot, Strata Scheme or area open to the public must not be replaced except with doors or windows having an identical appearance.
- (d) If such doors or windows become unavailable, the Owners Corporation must approve the appearance of any new type of door or window. Any new type of door or window may require development approval.

1.12 Handrails

- (a) Any handrails visible from external elements of a Lot, the Strata Scheme or area open to the public must not be replaced except with handrails having an identical appearance.
- (b) Owners and Occupiers must notify the Owners Corporation of any replacements in its Lot or Common Property.
- (c) If such handrails become unavailable, the Owners Corporation must approve the appearance of any new type of handrail. Any new type of handrail may require development approval.

1.13 Metals, Concrete and brickwork

- (a) External painted metal elements to balconies are coated in specialist paint finish. Patching or repainting of the balconies must be applied by a licensed professional.
- (b) Powder coated door and windows and any other aluminium finishes must not be repainted or recoated.
- (c) Concrete surfaces have been painted in a special textured paint. Painted render/concrete surfaces have a special coating that must be applied by a licensed professional.
- (d) Special facebrick has been used on a number of external walls. Patching or replacement may be carried out with brick having an identical appearance.

1.14 Roof Treatments

- (a) The roofs are generally painted concrete, pebbles brickwork and metal grills. Some areas have metal grillage which shields the various service outlets from view.
- (b) Owners and Occupiers may not, without prior approval of the Owners Corporation:
 - (i) alter the surface of the roofs in any way; or
 - (ii) install additional Services, including air conditioning units, satellite dishes and other fixtures and fittings.
- (c) No additional features are permitted unless the Owners Corporation has satisfied itself that architectural detail will be preserved and has otherwise approved the works, and development approval are obtained.

1.15 Carparking Standards

- (a) Any changes to the use of the carpark or any works to the carpark may require the approval of:
 - (i) the relevant Authorities; and
 - (ii) the Building Management Committee.
- (b) The carpark contains many Services and Service rooms. Essential fire and safety services as well as Owners systems terminate or are exposed in the car park on the walls and ceilings. Owners and Occupiers must not:
 - (i) alter or interfere with any Services;
 - (ii) use service rooms for storage of any description;
 - (iii) remove or alter any signs; or
 - (iv) alter fire egress and services.
- (c) Barriers and gates must be consistent in type and colour to the existing barriers and gates in the car park.

1.16 Security

- (a) There is a security system in place, which controls access and egress to various parts of the Building. The system adopts both physical and electronic controls and monitoring. Changes to any aspect of the security systems may result in unexpected failures not necessarily at the site of the interference.
- (b) No unauthorised changes to the physical or electronic systems are permitted.

1.17 Sun Shading Devices and Privacy Screens

- (a) Any privacy screen, dividing barrier or sun shading device existing on the date of registration of the Strata Plan must not be replaced unless with an identical privacy screen, dividing barrier or sun shading device (as to design, size, colour, shape and materials).
- (b) All privacy screens, dividing barrier or sun shading devices must be uniform within the Strata Scheme.
- (c) Repainting and patching of privacy screens, dividing barriers or sun shading devices must be in accordance with the Owner's Manual.
- (d) The Owners Corporation must keep design and technical specifications and other records relating to the privacy screens, dividing barriers and sun shading devices required to be used for the Strata Scheme.
- (e) If any privacy screen, dividing barrier or sun shading device ceases to be available, the Owners Corporation must approve the appearance of any new type for installation. Any new type of privacy screen, dividing barrier or sun shading device may require development approval.

1.18 Landscaping

Landscaped elements should comply with the relevant parts of SOPA's "*Landscape Presentation Standards*" attached to this Architectural Code.

2. Works

- (a) When carrying out any works to a Lot, Owners and Occupiers must comply with:
 - (i) the By-Law instrument and this Architectural Code;
 - (ii) any conditions imposed by the Owners Corporation;
 - (iii) all consents and approvals granted by the relevant Authority; and
 - (iv) all Laws.
- (b) Owners and Occupiers must not carry out any works to any external area or façade or structure within a Lot which substantially changes the external appearance of the Building, including any changes to or the erection of:
 - (i) the colour of any surface;
 - (ii) the type or quality of the materials used (unless such materials are of a higher quality);
 - (iii) the reflective nature of any surface;
 - (iv) the soundproofing qualities of any materials or surface;
 - (v) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like);
 - (vi) the nature of any hard surface, paving or walkway;
 - (vii) the nature of any soft surface or grassed area;
 - (viii) the landscaping of any outside areas;
 - (ix) the external lighting; or
 - (x) satellite dishes, aerials or other communication devices.unless the Owners and Occupiers has first obtained the consent of the Owners Corporation to undertake the works and otherwise complied with the provisions contained in this Architectural Code and the By-Law Instrument.
- (c) **Clause 2(c)** does not apply to Owners and Occupiers carrying out minor repairs, maintenance, replacement or refurbishment works on a Lot.

3. Approvals

Prior to carrying out any works to a Lot, Owners and Occupiers must obtain:

- (a) the consent of the Owners Corporation pursuant to **clause 4**;
- (b) if the Owners Corporation consents to the works, all relevant consents and approvals of the relevant Authorities pursuant to **clause 5**; and
- (c) if any work involves work to a Shared Facility or which may interfere with a Shared Facility must first be approved by the Building Management Committee. The Building Management Committee may impose conditions on the carrying out of the works.

4. Owners Corporation Consent

4.1 Application

- (a) Subject to by-law 16, Owners and Occupiers must submit an application to the Owners Corporation to obtain the consent of the Owners Corporation to the carrying out of any works on a Lot or Common Property.

- (b) Owners and Occupiers need not obtain consent from the Owners Corporation to carry out any works or do anything that Owners and Occupiers are entitled or obliged to do under any Easement.

4.2 Application Process

- (a) An application to the Owners Corporation must:
 - (i) be in writing;
 - (ii) include plans, drawings and other documents specified by the Owners Corporation for the type of works for which the Owners and Occupiers is seeking approval; and
 - (iii) contain all other relevant information.
- (b) The Owners Corporation may:
 - (i) specify the plans, drawings and other documents (including any expert consultant reports) which Owners and Occupiers must submit with an application; and
 - (ii) require an Owners and Occupiers to submit additional plans, diagrams or other information or reports to assist with the decision making process.
- (c) The Owners Corporation must act reasonably at all times in determining an application and shall give all applications due consideration prior to approving or refusing an application.

4.3 Owners Corporation may appoint consultants

- (a) The Owners Corporation may appoint consultants to review and make recommendations about an application made to the Owners Corporation under this Architectural Code.
- (b) The reasonable cost of the appointment of consultants is to be borne by the applicant.
- (c) The Owners Corporation must use reasonable endeavours to ensure that the consultant makes a recommendation to the Owners Corporation within 1 month after the consultant has received all information required to assess the application.
- (d) The Owners Corporation must give due consideration to any recommendation by an appointed consultant but is not bound by any recommendation of a consultant.

4.4 Time for making a decision

The Owners Corporation must use reasonable endeavours to review and make a decision about an application within 1 month after receiving all of the information required to assess the application.

4.5 Notification of decision

The Owners Corporation must advise an applicant in writing when it has made a determination of an application. The determination must:

- (a) if the application is approved, clearly describe any conditions of approval (if any);
- (b) if the application is not approved, explain in detail the reasons for the refusal.

4.6 Conditional Approvals

The Owners Corporation may make conditions if they approve the application. The conditions may include:

- (a) a reasonable time frame for the works to be completed;
- (b) the hours and days during which the works must be carried out; and
- (c) the materials to be used and methods of construction to be adopted.

4.7 Standing Approvals

The Owners Corporation may grant Owners and Occupiers a standing approval to undertake a specified type of work from time to time without the necessity for seeking further approval from the Owners Corporation on each occasion.

4.8 Revoking Approval

The Owners Corporation may revoke its approval if an Owners and Occupiers does not comply with the conditions of the approval including any condition that requires the works be done within a specified time frame.

5. Authority Approvals

- (a) Owners and Occupiers must apply for and comply with all relevant consents and approvals of the relevant Authorities.
- (b) Owners and Occupiers must not unreasonably refuse to consent or sign any reasonable written form of consent to an application to a relevant Authority by another Owners and Occupiers, if the works contemplated by the application:
 - (i) have been approved by the Owners Corporation; or
 - (ii) are of a nature that do not require the approval of the Owners Corporation to carry out the works.



6. Powers of the Owners Corporation

The Owners Corporation has the following powers:

- (a) to require an Owners and Occupiers to remove any item that an Owners and Occupiers installs in a Lot or Common Property otherwise than in compliance with this Architectural Code and the By-Law Instrument;
- (b) to require an Owners and Occupiers to reinstate the Lot or Common Property after the removal of any item or upon completion of work undertaken to the Lot or Common Property if that item or work was installed or carried out in contravention of this architectural Code and the By-Law Instrument;
- (c) to undertake all works as is necessary on behalf of an Owners and Occupiers should any Owners and Occupiers fail to comply with **clauses 6(a)** and 6(b) within the period required by the Owners Corporation;
- (d) to recover from any Owners and Occupiers the cost of any works required under **clause (c)**; and
- (e) such other powers as specified in the By-Law Instrument.

7. Owners Manual

- (a) Owners Manuals have been prepared for the Strata Scheme (**Owners Manual**).
- (b) Details of the operation of some external elements of the Building are set out in the Owners Manual.
- (c) The manufacturer's warranties, guarantees and manuals are an appendix of the Owners Manual must be complied with so far as they are applicable.

8. Insurance

Owners and Occupiers must ensure that all tradespeople who undertake any works are adequately insured and comply with all applicable Laws.

9. General Construction Guidelines

9.1 Regulations during construction

The following regulations must be complied with by all Owners and Occupiers during construction (in addition to any conditions imposed by an authority including under any development consent):

- (a) **disturbance** – activities must cause as little disturbance as possible to other Owners and Occupiers;
- (b) **hours** – works must be carried out within working hours imposed by Council provided that no works are permitted to be carried out before 7am or after 5.30pm Monday to Friday, before 8am or after 1pm Saturday or at any time on Sunday or a public holiday;
- (c) **qualified tradesmen** – only qualified, reputable and, where appropriate, licensed contractors may be used;
- (d) **quality of works** – all works must be carried out in a proper and workmanlike manner;
- (e) **materials** – only of high quality (and where possible new) materials fit for their purpose must be used;
- (f) **protective coverings** – must be installed as directed by the representative of the Owners Corporation;
- (g) **dust** – no activity will be permitted which causes dust to an unacceptable level;
- (h) **dirt** – all resulting dust and dirt in Common Property must be promptly cleaned;
- (i) **rubbish** – all rubbish and debris must be promptly removed from a Lot or Common Property during construction, at completion of the work and when work is postponed and private arrangements must be made for the disposal of such rubbish;
- (j) **damage** – any damage directly or indirectly caused to any part of a Lot or Common Property in the carrying out of the works must be promptly repaired or made good;
- (k) **moving items** – any by-law of the Strata Scheme or directions of the Building Management Committee or Building Manager (as the case may be) relating to the moving of construction items, furniture and goods must be complied with;
- (l) **loading and unloading** – shall only during the permitted hours and be strictly in accordance with the directions of the representative of the Building Manager and representative of the Building Management Committee (as the case may be);
- (m) **approvals** – no work may be permitted to commence without any necessary Approval, including:
 - (i) a construction certificate; and

- (ii) engineer's certificate and the like to ensure that such works do not impact on the structure integrity of the Building, Lot or Strata Scheme or any part thereof;
- (n) **noise and vibration levels** – must be at the agreed acceptable level confirmed by the Owners Corporation's representative;
- (o) **putrescible waste** – any container for putrescible waste must be emptied twice daily; and
- (p) **induction** – if required by the Owners Corporation the contractors and subcontractors and their staff must be inducted into the operations and requirements of the Owners Corporation.

9.2 Building Standards

Owners and Occupiers must ensure that all works comply with Australian Standards, rules, regulations and other applicable Laws.

9.3 Water and Gas

- (a) Dishwashers and any other appliance connected to the water supply are to be connected in stainless steel braided flexible pressure pipe to prevent pipes bursting. PVC is unacceptable.
- (b) Wet areas must be suitably waterproofed to prevent leakage to the surrounding floor areas.
- (c) The representative of the Owners Corporation must approve:
 - (i) any shutdown required by an Owners and Occupiers to isolate the domestic water system to carry out connection or modifications; and
 - (ii) the procedures for carrying out the shutdown of the domestic water system.
- (d) All installations must be pressure tested prior to commissioning.
- (e) Building shutdown to water supplies shall not be undertaken by Owners and Occupiers. Shutdowns shall be carried out at the direction of the Owners Corporation's representative.
- (f) Drainage connections to stacks must be at the junctions provided. Owners and Occupiers must specifically submit details of pipe route, including any coring or fire rating methods through the slab if required.
- (g) Owners and Occupiers must not cause any overload of the electrical supply.
- (h) All pipe work is to be suitably labelled.
- (i) Gas fixtures installed in a Lot or Strata Scheme must be fitted with its own flame failure shut off devices.
- (j) Plumbing services required to be fitted outside a Lot or Strata Scheme shall be arranged with the representative of the Owners Corporation and shall under no circumstances interfere with a Lot or Strata Scheme or the installations of other Owners and Occupiers.
- (k) All slab penetrations are to be certified with a fire rating of no less than required by the applicable code.
- (l) No hot work is to be undertaken without the issue of a hot work permit by the Owners Corporation representative.
- (m) Any works to a Shared Facility or works which may interfere with a Shared Facility must first be approved by the Building Management Committee. The Building Management Committee may impose additional conditions on the carrying out of the works.

9.4 Electrical

- (a) All cabling and electrical work is to be suitably labelled.
- (b) All cable penetrations must be suitably sealed to original specifications.

9.5 Fire Protection

- (a) The location and number of smoke/fire detectors, EWIS speakers and/or exit and emergency lighting must comply with the Authorities' requirements, relevant Australian Standards and the insurers of the Owners Corporation.
- (b) If the carrying out of works requires any alteration to be made or addition to the existing fire protection equipment, the cost of such alteration or addition will be borne by the relevant Owner or Occupier.
- (c) Owners and Occupiers are prohibited from carrying out work on the emergency or Fire Protection Services which involves the isolation or disruption of the service without the approval of the Owners Corporation.
- (d) The Owners Corporation may, in its discretion, determine the period for a shutdown of Services.
- (e) Any changes, modifications or additions to the base building Fire protection Systems shall be carried out by the base building qualified contractor.

- (f) On completion of the works described in **clause 10.6(e)**, the Fire Protection Systems must be tested and certified as complying with the relevant Australian Standards and Authority requirements.

9.6 Smoke Detector Isolation Procedures

- (a) When carrying out works in areas that contain smoke detectors connected to the fire control panel that may cause significant dust or smoke, Owners and Occupiers must carry out smoke detector isolation procedure.
- (b) To carry out a smoke detector isolation procedure referred to **clause 9.6(a)** Owners and Occupiers must request the Owners Corporation's representative to:
 - (i) isolate smoke detectors via the fire control panel prior to work being carried out; and
 - (ii) re-activate the smoke detectors at the end of each day.
- (c) False alarm fines incurred from the failure to carry out a smoke detector isolation procedure will be borne by the relevant Owner.
- (d) Smoke detectors must be left in an operational state each day.
- (e) Owners and Occupiers must, when carrying out work in a Lot, cover the smoke detectors to avoid detectors becoming choked with dirt. The smoke detectors must be uncovered at the end of the day.
- (f) If a smoke detector becomes clogged with dirt and causes repeated false alarms the detector must be permanently isolated by the Owners Corporation's representative. The Owners and occupiers responsible for the work causing the clogging of the smoke detector must arrange, at the cost of the relevant Owners and Occupiers, for the base building fire protection contractor to clean the detector so the detector can be re-activated. Any costs associated with false alarms are the responsibility of the relevant Owners.

9.7 Heavy Equipment

- (a) Heavy equipment must not be in or placed on any part of a Lot or Strata Scheme without the prior approval of the representative of the Owners Corporation.
- (b) Owners and Occupiers that wish to move heavy equipment, must provide the representative of the Owners Corporation with details of the equipment, including the dimensions, weight, details of supports and the proposed location giving dimensions from a fixed point of building structure (not a partition).
- (c) For equipment exceeding the maximum weight recommended by the lift manufacturer special arrangements may be required for the lifts, including the attendance of a lift mechanic and a letter indemnifying the Owners Corporation against any and all costs and/or claims for damages.
- (d) Owners and Occupiers intending to move the equipment contemplated by **clause 9.7(c)** must provide the Owners Corporation's representative at least one weeks prior notice.



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Extract from SOPA's 'Landscape Presentation Standards'

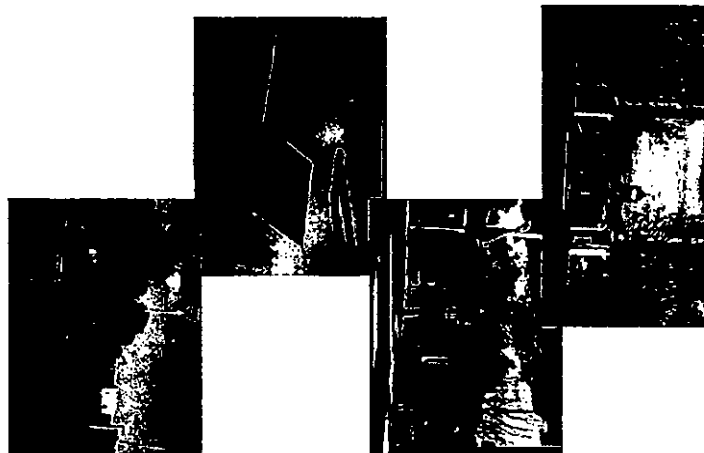
Executive Summary

The early industrial development, subsequent remediation and ongoing urban development has changed Sydney Olympic Park into one of the States premier sports and recreation destinations. In developing the site to its current form, the strategy of retaining and reinforcing an indigenous Australian landscape was followed. Valuable remnants of the once natural site and past developments still remain, incorporated within the Park.

These presentation standards have been compiled for the landscaped, horticultural and environmental areas of Sydney Olympic Park to ensure that there is agreement amongst the stakeholder's on the quality and scope of the areas to be maintained. These standards enable the establishment of a baseline for the ongoing improvement of the Park.

Sydney Olympic Park was dissected into 21 precincts as an aid to developing these standards. Plans for each precinct identify the landscape elements and appropriate maintenance standards for each. This document, which defines the various maintenance standards required for each landscape element, supports the set of precinct plans.

(Revision 1 – 2002)



Executive Summary

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Landscape Presentation Standards

Objective

A document that will facilitate agreed landscape presentation standards for Sydney Olympic Park.

Strategies

Identify similar landscape elements within Sydney Olympic Park and document measurable presentation standards for each element;

Document the standards for each element in both picture and written form in order that the Standards can be interpreted consistently over time; and

Develop a presentation standards plan which identifies the landscape elements for each precinct.



Presentation Standards

4

3472-0876-7748v20

Pavilions: Building 2 – Scarlett

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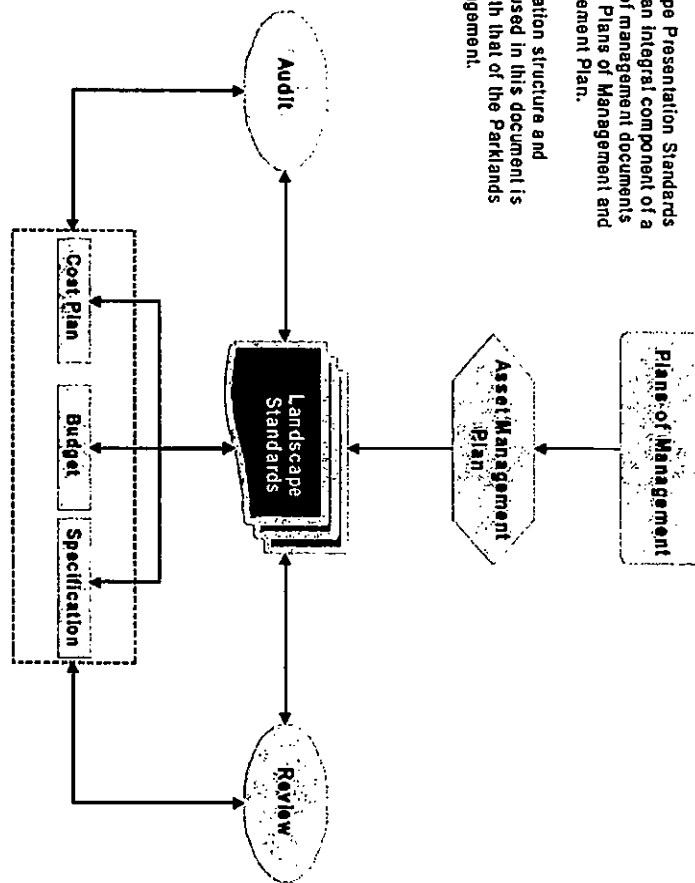
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Document Context

The Landscape Presentation Standards document is an integral component of a broader set of management documents including the Plans of Management and Asset Management Plan.

The classification structure and terminology used in this document is consistent with that of the Parklands Plan of Management.



Document Context

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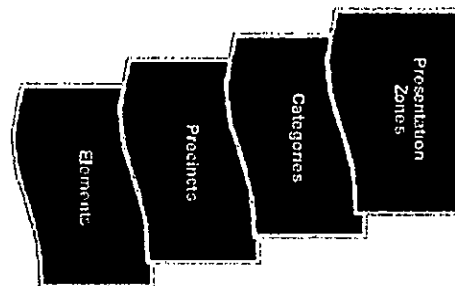


Document Structure

The diagram shows the hierarchy of terms used in defining the presentation standards for Sydney Olympic Park.

The Presentation Zones provide a general overview of the functional nature of an area and relate to the zones described within the Parklands Plan of Management.

The Presentation Zones allow for a quick and general overview of landscape presentation standards across the site.



Document Structure

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Presentation Zones

Three primary zones have been identified within Sydney Olympic Park ie Urban, Parklands and Environmental. These zones are used to establish the functional nature for the 21 precincts identified for the whole of Sydney Olympic Park. The zones are described as follows:

Urban

Contains the following categories:

- Urban Core

General Community Land
Because of the visual prominence of the zone, presentation standards are high.

Parkland

Contains the following categories:

- Cultural land
- Parkland

Sports Park
Presentation standards are generally in accordance with that required for a moderate level of presentation within a parkland setting.

Environmental

Contains the following categories:

- Natural areas
- Nature reserve

The Standards of Presentation of the environmental areas are related more closely to maintaining ecological considerations.



Presentation Zones

7

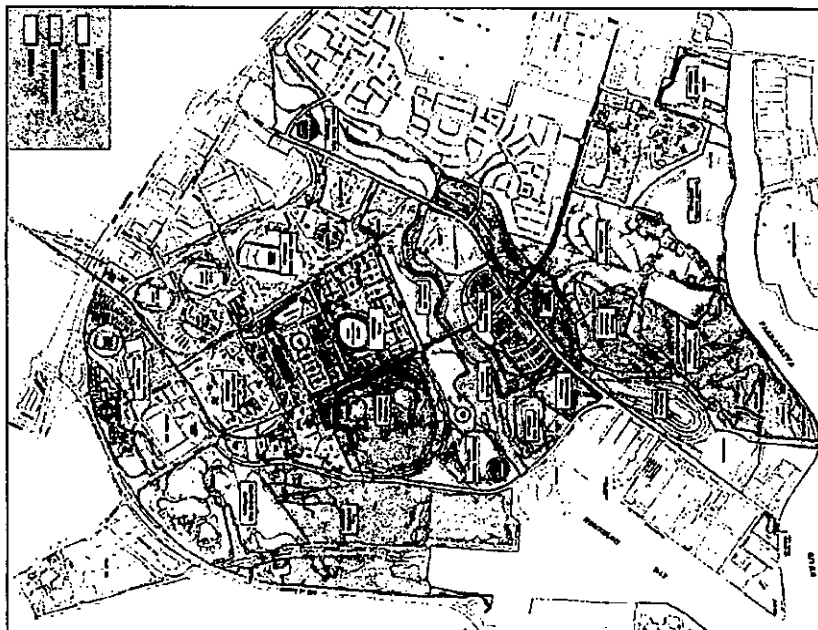
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Map showing the 3
Presentation Zones
across the entire Park.



8 Presentation Zones

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Pavilions: Building 2 – Scarlett

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Categories

The Plan of Management for Millennium Parklands defines land use by establishing categories for the various uses of land. These categories have been adopted for establishing the presentation standards. An additional category called Urban has been added to describe the land use in the Urban Core. The categories have been grouped under the zones as follows:

Urban

The majority of the land is used for public purposes. The spaces are dominated by structural and built elements such as pavements, furniture elements, traffic control devices, lighting standards and other public facilities. The purpose of the planning and other "soft" landscape elements is to support and enhance the design of the built form.

General Community

The majority of the land is available for any community land purpose, whether the public or specific sections of the public, and the land does not contain any significant features that would cause the area to be categorised as being for natural, park, or sports purposes.

URBAN

Parkland

The majority of the land has been, or is intended to be, improved by landscaping, gardens or the provision of non-sporting equipment and facilities, for use mainly for passive or active recreation, social, educational and cultural pursuits that do not unduly intrude on the peaceful enjoyment of the land by others.

Sports Park

The majority of the land is used or proposed to be used, or is designed to be used primarily for active recreation involving organised sports or the playing of outdoor games.

PARKLAND

Cultural Land

The majority of the land is an area of aesthetic significance by virtue of having strong visual or sensory appeal. It is an area of archaeological significance because the area contains evidence of past human activity, and is an area of historical significance because of the importance of the association of the land in the evolving pattern of Australian cultural history.

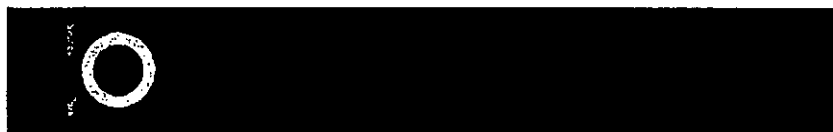
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Categories

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ENVIRONMENTAL

Natural Areas

The majority of the land (in each case) possesses or is intended to possess, significant natural systems or natural attributes. However, they are not present at a scale or in a form that would cause the area to be reasonably categorised as being only bushland, wetland, water course, foreshore, or escarpment purposes.

Nature Reserve

The whole of the land for each management precinct has already been dedicated a 'Nature Reserve' under the provision of Section 49 (c) of the National Parks & Wildlife Act (1974)



10

Categories :

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Precincts

Sydney Olympic Park consists of Millennium Parklands and the Urban Core or commonly known as the Public Domain. The draft Plan of Management for Millennium Parklands divides Millennium Parklands into eighteen (18) precincts. The Urban Core has been divided into three (3) precincts. These precincts are defined geographically. They each form a management unit which can be further defined in terms of presentation standards required to achieve the management objective for each Precinct.

Urban Zone

- Urban Core North
- Urban Core South
- Australia Centre
- Parkland Junction

Parkland Zone

- Bicentennial Park
- Wentworth Common
- Archery Park
- Kronos Hill
- Woollahra
- Newington Armoury
- Blandford Common
- Wilson Park A and B
- Haslam's Creek Flats
- Ferry Wharf

Environmental Zone

- Badu Mangrove
- The Brickpit
- Haslam's Reach
- Nuwl Welland
- Narrawang Wetland
- Warragal Woodland
- Warragal Wetland

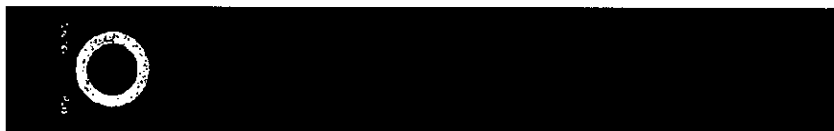


11 Precincts

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Elements

For each precinct the level of presentation has been defined by identifying the landscape elements within it and assigning a presentation standard for that element. Collectively, the presentation standards for the landscape elements define the overall standard for the precinct. Varying presentation standards have been defined for each element and the key issues that need to be addressed to achieve the required standard.

Performance Standards have been developed to assist with the objective assessment of the compliance with the Presentation Standard for that element.

Where possible, photographic references and/or graphical elements have been added to assist in the definition of the required Landscape Presentation Standard. It is envisaged that these reference photographs will be reviewed and updated regularly to further refine the illustration of the Standard.

List Of Elements

Turf Grass TG1
Turf Grass TG2
Turf Grass TG3
Native Grass NG1
Native Grass NG2
Gardens G1
Gardens G2
Gardens G3
Trees T1
Trees T2
Trees T3
Trees T4
Environmental E1
Environmental E2
Environmental E3
Pathways P1
Pathways P2
Pathways P3
Signage S1
Signage S2
Signage S3
Urban Elements UE1
Fencing F1
Fencing F2
Playgrounds PG1

12 Elements

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Gardens G1

Definition

- Premium presentation standard;
- Intense maintenance regime.

Key Issues

- Specialised horticultural practices
- Service intervals high
- Watering regime
- Pest management

Performance Standards

- Uniform and vigorous plant growth
- Mulch levels maintained at 75mm
- 90% + vegetative cover
- Fully irrigated
- <2% Weed/Pest/Disease
- Repair of damage initiated within 24 hours of reporting



19 Gardens

REGISTERED



9/07/2020

3472-0876-7748v20

Pavillions: Building 2 – Scarlett

Handwritten signature/initials

Special By-law 1 – Minor renovations by owners – delegation of functions

Resolved that the owners corporation:

- a. **Specially resolves** in accordance with Section 141(1) of the *Strata Schemes Management Act 2015* (NSW) to make an additional by-law in the following terms and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by Section 141(2)(a) of the *Strata Schemes Management Act 2015* (NSW):

Special by-law 1 - Minor renovations by owners – delegation of functions

Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.

- b. Resolves to delegate its functions to the strata committee in accordance with the by-law made in (a).

Special By-law 2 – Limit on occupancy

An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence.

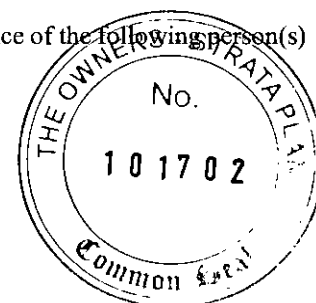
In this by-law a term defined in the *Strata Schemes Management Act 2015* (NSW) (whether generally or for the purposes of Section 137 of that Act) has the same meaning.

The seal of The Owners-Strata Plan No 101702 was affixed on ...9 February 2021..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature(s):

Name(s) [use block letters]: ...PHILLIP COURT.....

Authority:...STRATA MANAGING AGENT.....



Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No ..101702... was affixed on ^9 February 2021.....in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name:PHILLIP COURT.....Authority: ..STRATA MANAGING AGENT..

Signature:Name:Authority:

^ Insert appropriate date

* Strike through if inapplicable.



PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

Certificate No: 2021/7564
Fee: \$53.00
Issue Date: 15 October 2021
Receipt No: 6531963
Applicant Ref: HOU:159796

DESCRIPTION OF LAND

Address: 20308/2B Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127

Lot Details: Lot 25 SP 101702

SECTION A

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

State Environmental Planning Policy (State Significant Precincts) 2005.

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:

Contact us:

council@cityofparramatta.nsw.gov.au | 02 9806 5050
@cityofparramatta | PO Box 32, Parramatta, NSW 2124
ABN 49 907 174 773 | cityofparramatta.nsw.gov.au

The land is zoned: MD SEPP (State Significant Precincts) 2005**State Environmental Planning Policy (State Significant Precincts) 2005**

The land is excluded land under Auburn Local Environmental Plan 2010. The land zoning and land use provisions of State Environmental Planning Policy (State Significant Precincts) 2005 apply to the land.

The State Environmental Planning Policy (State Significant Precincts) 2005 may be obtained via the internet from www.legislation.nsw.gov.au or by contacting NSW Department of Planning.

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) No.19 - Bushland in Urban Areas
State Environmental Planning Policy (SEPP) No.21 - Caravan Parks
State Environmental Planning Policy (SEPP) No.33 -Hazardous and Offensive Development
State Environmental Planning Policy (SEPP) No.55 - Remediation of Land
State Environmental Planning Policy (SEPP) No.64 - Advertising and Signage
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.
State Environmental Planning Policy (SEPP) No.70 -Affordable Housing (Revised Schemes)
State Environmental Planning Policy (SEPP) (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (SEPP) (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (SEPP) (State Significant Precincts) 2005
State Environmental Planning Policy (SEPP) (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (SEPP) (Infrastructure) 2007
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (SEPP) (Affordable Rental Housing) 2009
State Environmental Planning Policy (SEPP) (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (SEPP) (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (SEPP) (Concurrences) 2018
State Environmental Planning Policy (SEPP) (Primary Production and Rural Development) 2019

Sydney Regional Environmental Plan (SREP) – (Sydney Harbour Catchment) 2005

DRAFT State Environmental Planning Policy to amend State Environmental Planning Policy (SEPP) (Sydney Region Growth Centres) 2006 – Amendment to include the Greater Parramatta Priority Growth Area as a Growth Centre

DRAFT State Environmental Planning Policy (Draft SEPP) – Environment

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

Draft Local Environmental Plan

The land is not affected by a Draft Local Environmental Plan which has been placed on Public Exhibition and has not yet been published.

Development Control Plan

The land is affected by the Sydney Olympic Park Master Plan 2030 (2018 Review).

The Minister for Planning has issued directions that provisions of an EPI do not apply to certain Part 4 development where a concept plan has been approved under Part 3A.

Development Contribution Plan

The land is not affected by the Auburn Council Development Contributions Plan 2007.

Heritage Item/Heritage Conservation Area

The land has not been identified as containing an item of environmental heritage significance under the provisions of State Environmental Planning Policy (State Significant Precincts) 2005.

The land is not located within a Heritage Conservation Area under the provisions of State Environmental Planning Policy (State Significant Precincts) 2005.

The land is not located within an Environmental Conservation Area under the provisions of State Environmental Planning Policy (State Significant Precincts) 2005.

Road Widening

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

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

Land Reservation Acquisition

The land is not affected by Land Reservation Acquisition in the State Environmental Planning Policy (State Significant Precincts) 2005.

Site Compatibility Certificate (Seniors Housing, Infrastructure and Affordable Rental Housing)

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

- a. Site compatibility certificate (affordable rental housing),
- b. Site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments),
- c. Site compatibility certificate (seniors housing)

in respect to the land issued pursuant to the Environmental Planning & Assessment Amendment (Site Compatibility Certificates) Regulation 2009 (NSW).

Contamination

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

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

NO

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

NO

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

NO

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

NO

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

NO

Tree Preservation

The land is excluded land under Auburn Local Environmental Plan 2010 and the applicant should refer to State Environmental Planning Policy (State Significant Precincts) 2005 on www.legislation.nsw.gov.au.

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

Coastal Protection

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

NO

Council Policy

The land is excluded land under Auburn Local Environmental Plan 2010 and the applicant should refer to State Environmental Planning Policy (State Significant Precincts) 2005 on www.legislation.nsw.gov.au.

The land is not affected by a policy that has been adopted by Council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre

Council has not been notified of any policies adopted by other public authorities that restrict development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence or other risk.

Council has been notified that the Department of Planning has adopted the New South Wales Coastal Planning Guideline: Adapting to Sea Level Rise (August 2010). The guideline can be viewed at www.planning.nsw.gov.au.

The applicant should also refer to projected sea level rise low, medium and high scenario maps on http://www.ozcoasts.org.au/climate/Map_images/Sydney/mapLevel2.jsp for further information.

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.

Native vegetation clearing set asides

Council has not been notified of the land containing a set aside area under section 60ZC of the Local Land Services Act 2013.

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 clause have the same meaning as they have in Part 16C of the Environmental Planning and Assessment Regulation 2000.

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.

Site verification certificates

Council is not aware of whether there is a current site verification certificate in respect of the land.

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**

**This does not constitute a Complying Development Certificate under section 4.27 of
the EP&A Act**

This information only addresses matters raised in **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 your responsibility to ensure that you comply with the general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

3. Complying Development

- (1) *The extent to which 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.*
- (2) *The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4),*

1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

Housing Code

(1) or (2) Refer to State Environmental Planning Policy (State Significant Precincts) 2005.

Low Rise Housing Diversity Code

(1) or (2) Refer to State Environmental Planning Policy (State Significant Precincts) 2005.

Rural Housing Code

(1) or (2) Refer to State Environmental Planning Policy (State Significant Precincts) 2005.

Housing Alterations Code and Industrial Alterations Code

(1) or (2) Refer to State Environmental Planning Policy (State Significant Precincts) 2005.

General Development Code

(1) or (2) Refer to State Environmental Planning Policy (State Significant Precincts) 2005.

Commercial and Industrial (New Buildings and Additions) Code

(1) or (2) Refer to State Environmental Planning Policy (State Significant Precincts) 2005.

Subdivisions Code

(1) or (2) Refer to State Environmental Planning Policy (State Significant Precincts) 2005.

Demolition Code

(1) or (2) Refer to State Environmental Planning Policy (State Significant Precincts) 2005.

Fire Services Code

(1) or (2) Refer to State Environmental Planning Policy (State Significant Precincts) 2005.

Container Recycling Facilities Code

(1) or (2) Refer to State Environmental Planning Policy (State Significant Precincts) 2005.

- (3) *If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*

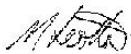
- (3) Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land when a land based restriction applies to the land, but it may not apply to all of the land.

SPECIAL NOTES

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

Brett Newman
Chief Executive Officer

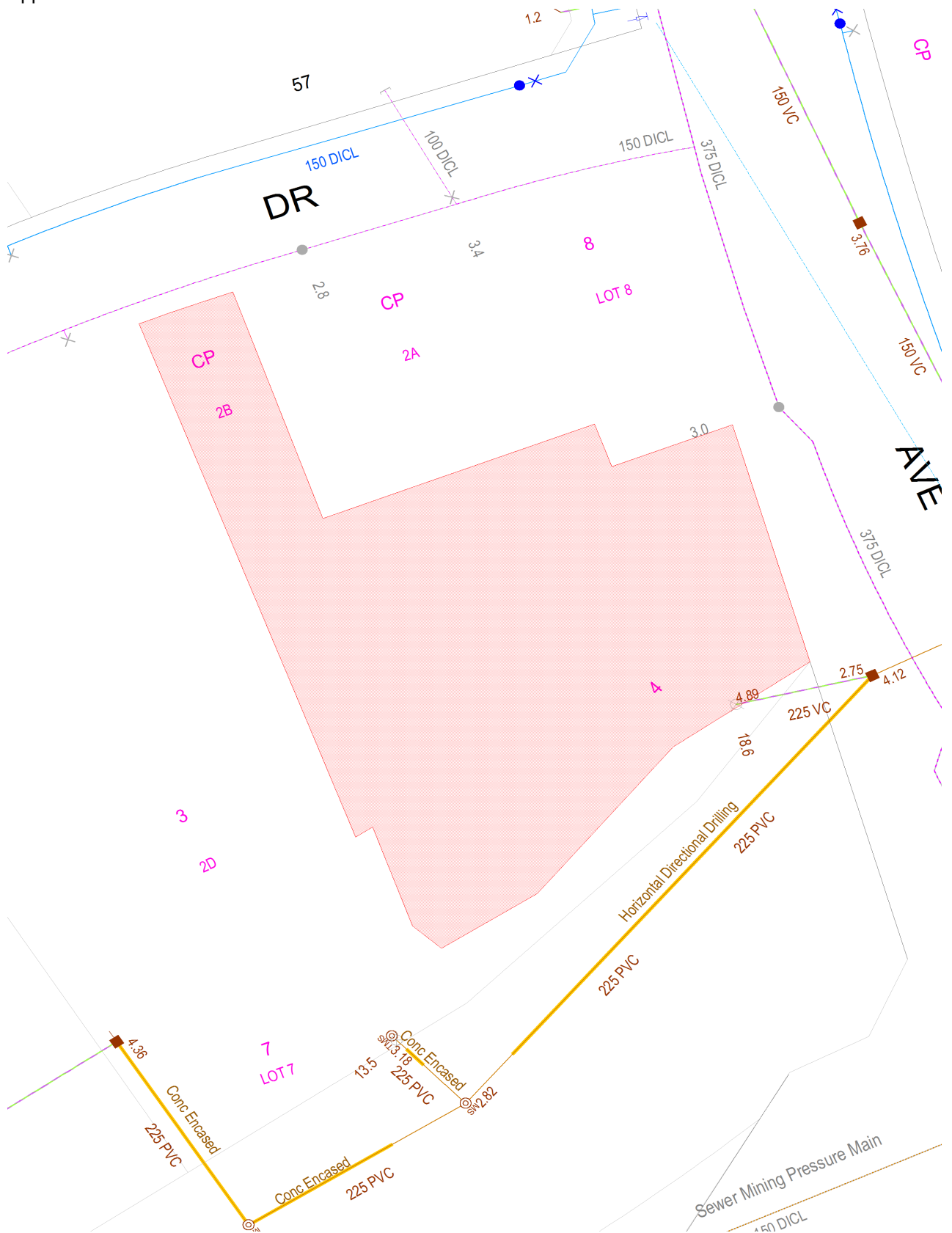
per



dated 15 October 2021

Service Location Print

Application Number: 8001147736



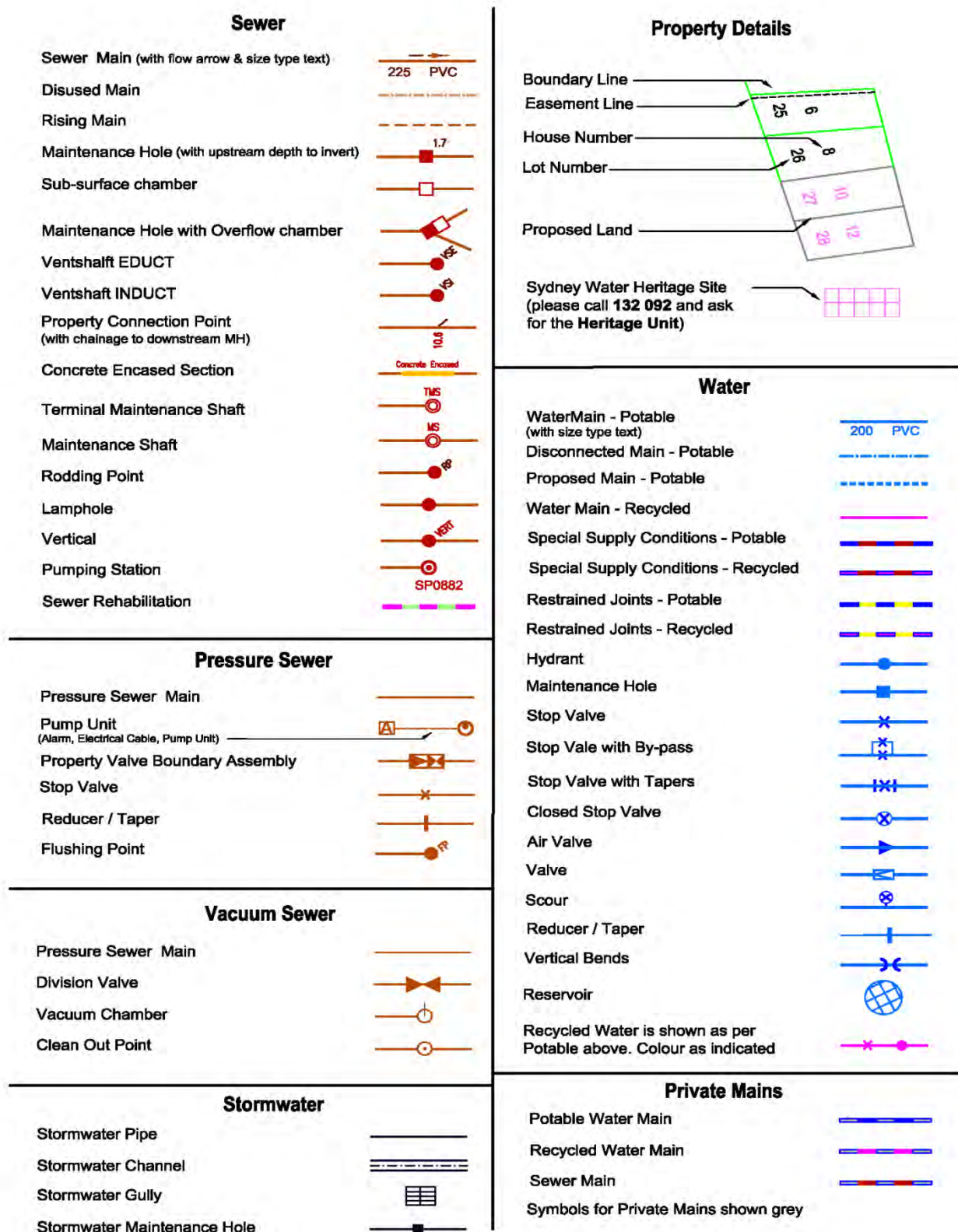
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Disclaimer

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

Asset Information

Legend



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Pipe Types

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

Further Information

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

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

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

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18 October 2021

Infotrack Pty Limited

Reference number: 8001147735

Property address: U 20308/2B Figtree Dr Sydney Olympic Park NSW 2127

Sewer service diagram is not available

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

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

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

Yours sincerely

A handwritten signature in black ink, appearing to read "Greg Staveley".

Greg Staveley
Manager Business Customers