

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
Vendor's Agent		Phone: Email: Ref:
Co-agent	Not applicable	
Vendor	CA Wentworth Point Pty Ltd (ACN 666 151 471) ATF CA Wentworth Point Unit Trust c/- HM & Associates, Level 1, 354 Bay Street Brighton Le Sands, NSW 2216	
Vendor's Solicitor	Blackstone Waterhouse Lawyers Australia Square, Level 44, 264-278 George Street Sydney NSW 2000	Phone: 02 9279 0288 Ref: DJA: 23476 Email: econveyancing@bwl.com.au
Date for Completion	As determined under clause 37.1	
Land (Address, plan details and title reference)	Part of the land known as Unit , 9 Bennelong Parkway OR 3 Bennelong Parkway, Wentworth Point NSW 2127 being proposed Lot in a draft unregistered Strata Plan arising from a strata subdivision of a Community Development Lot, being part of the land comprised in the Development Site	
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION	<input type="checkbox"/> Subject to existing tenancies
Attached copies	<input checked="" type="checkbox"/> home unit <input type="checkbox"/> car space <input checked="" type="checkbox"/> storage	
	documents in the List of Documents as marked or numbered:	
	<input checked="" type="checkbox"/> other documents: See the Vendor Disclosure Documents Index	

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

Inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: See Schedule of Finishes			
Exclusions	Not applicable			
Purchaser				
Guarantor				
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)			

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

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

Buyer's Agent: N/A

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

Choices

Vendor agrees to accept a **deposit-bond** NO yes**Nominated Electronic Lodgement Network (ELN)** (clause 4):

PEXA

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable

 NO yes

GST: Taxable supply

 NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes~~This sale is not a taxable supply because (one or more of the following may apply) the sale is:~~ ~~not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))~~ ~~by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))~~ ~~GST free because the sale is the supply of a going concern under section 38-325~~ ~~GST free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0~~ ~~input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)~~Purchaser must make a *GSTRW payment*
(residential withholding payment) NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

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

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

To be advised before Completion

Table of Contents

FIRB/TFN details	6
Purchaser Signatures.....	7
Vendor signing page	8
Information Table.....	9
Special Conditions	10
33. Defined terms and interpretation	10
34. Vendor Disclosures	17
35. Conditions Precedent.....	18
36. Purchaser’s Acknowledgments and Warranties	19
37. Completion and Notice to Complete.....	21
38. Damages	21
39. Transfer and Section 22 notices	22
40. Construction and Development Activities	22
41. Defects	23
42. Inclusions	23
43. Amending or replacing documents	25
44. Strata and community scheme.....	25
45. Designated matters.....	26
46. Home warranty insurance.....	26
47. Purchaser’s rights and acknowledgments.....	26
48. Caveat and priority notice.....	27
49. Car space and Storage.....	27
50. Adjustments of rates, land tax and strata scheme insurance	28
51. Deposit payment and investment	29
52. Bank Guarantee	30
53. Agent.....	30
54. Insolvency/death.....	30
55. FIRB approval.....	30
56. Dispute Resolution	31
57. On sale	32
58. Privacy Act	32
59. Depreciation Schedule	33
60. Vendor Assignment	33
61. Selling and Leasing by Vendor	33
62. General.....	34
63. GST and GST Residential Withholding Payment	34
64. Stamp duty	35
65. Guarantee and indemnity.....	36

66.	Confidentiality	36
67.	Position of Sydney Water’s Sewer Main.....	37
68.	Electrical Appliances.....	37
69.	Electronic Execution and Exchange.....	37
70.	Vendor’s Marketing Materials	38
	Schedule 1 – Requisitions	41
	Schedule 2 - Vendor Disclosure Documents - Index	45

FIRB/TFN details

FIRB & TFN																			
FIRB & TFN	<p>The Vendor is required to report to FIRB on all foreign persons (as defined in the Foreign Acquisitions and Takeovers Act 1975 (Cth). The Purchaser must provide details as to its residency status as follows:</p> <p><i>If not an Australian citizen please confirm if the Purchaser has permanent residency or not, and their nationality.</i></p> <p><i>TFN is required in accordance with Law</i></p>																		
	<table border="1" style="width: 100%;"> <tr> <td style="width: 45%;">Purchaser name</td> <td></td> </tr> <tr> <td>Present residential address of Purchaser/s (or registered office of company)</td> <td></td> </tr> <tr> <td>Australian Tax File Number (if any)</td> <td></td> </tr> <tr> <td>Purchaser name</td> <td></td> </tr> <tr> <td>Present residential address of Purchaser/s (or registered office of company)</td> <td></td> </tr> <tr> <td>Australian Tax File Number (if any)</td> <td></td> </tr> <tr> <td>Residency status/nationality</td> <td> <input type="checkbox"/> Australian Citizen; <input type="checkbox"/> Permanent Resident; Please specify nationality <input type="checkbox"/> Other Please specify nationality </td> </tr> <tr> <td>If a Company, list the names, residential addresses and citizenship of the shareholders Note: for any company, the names, addresses and residential status of principal shareholders who are natural persons must be provided.</td> <td></td> </tr> <tr> <td>Are you purchasing the property as a trustee?</td> <td> <input type="checkbox"/> Yes <input type="checkbox"/> No </td> </tr> </table>	Purchaser name		Present residential address of Purchaser/s (or registered office of company)		Australian Tax File Number (if any)		Purchaser name		Present residential address of Purchaser/s (or registered office of company)		Australian Tax File Number (if any)		Residency status/nationality	<input type="checkbox"/> Australian Citizen; <input type="checkbox"/> Permanent Resident; Please specify nationality <input type="checkbox"/> Other Please specify nationality	If a Company, list the names, residential addresses and citizenship of the shareholders Note: for any company, the names, addresses and residential status of principal shareholders who are natural persons must be provided.		Are you purchasing the property as a trustee?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If a Company, list the names, residential addresses and citizenship of the shareholders Note: for any company, the names, addresses and residential status of principal shareholders who are natural persons must be provided.																			
Are you purchasing the property as a trustee?	<input type="checkbox"/> Yes <input type="checkbox"/> No																		
	<p>If yes, specify the names, residential addresses and citizenship of beneficial owners</p> <p>Note: for any trust, the names, addresses and residential status of beneficiaries who are natural persons must be provided.</p>																		

Purchaser Signatures

Purchaser/s' signatures		
Signed by the Purchaser/s	..... Purchaser signature	..... Purchaser signature
	..... (Print) Purchaser name	..... (Print) Purchaser name
Company signature		
Executed by the Purchaser in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth):	..... Company Name (print)	
	..... Director signature	..... Director signature
	..... (Print) Full Name	..... (Print) Full Name
Executed as a Deed		
Guarantor/s' signatures		
Signed sealed and delivered by the Guarantor/s in the presence of:	..... Witness signature	..... Guarantor signature
	..... Witness name	..... Guarantor name
	..... Witness signature	..... Guarantor signature
	..... Witness name	..... Guarantor name

Vendor signing page

Vendor's signature	
Executed by CA Wentworth Point Pty Ltd (ACN 666 151 471) ATF CA Wentworth Point Unit Trust in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth):	..... Signature of sole director/secretary: Charlie Ayoub

Information Table

Item	Issue	Reference	Details
1.	Development Site	Definition in Clause 33.1	The land in folio identifier 14/271179
2.	Interest Rate	Clause 38	10% pa
3.	Rates and Land Tax Adjustments	Clause 50	Council rates: \$2,000.00 per annum Land Tax: \$1,500.00 per annum Water rates: \$350.00 per quarter
4.	Bank Guarantee Issuers	Definition in Clause 33.1 and Clause 52	Commonwealth Bank of Australia, Westpac Banking Corporation, St George Bank, Australia and New Zealand Banking Group, NAB

Special Conditions

33. Defined terms and interpretation

33.1 Definitions

Words and phrases defined in the Standard Form, and each term defined on the front page of this Contract, have the same meaning when used in these special conditions, even if those words are not capitalised or are not italicised in these special conditions.

The following words are also defined terms in this Contract (unless contrary intention appears):

- (a) **Airspace Lot** means Lot 10 in Community Plan 271179.
- (b) **Approval** means each approval from an Authority necessary for the Development.
- (c) **Authority** includes any federal, state or local government authority, court or tribunal, or a utility or Service provider whose consent or approval may be required in connection with the Development Site, the Building, the Development or any other matter in connection with this Contract.
- (d) **Bank Guarantee** means an irrevocable and unconditional banker's undertaking or deposit bond which is:
 - (i) issued by an Australian trading bank described in the Information Table or a provider acceptable to the Vendor;
 - (ii) for the amount of the deposit;
 - (iii) made in favour of the Vendor;
 - (iv) does not specify an expiry date; and
 - (v) otherwise in a form acceptable to the Vendor (in its absolute discretion) in all respects.
- (e) **Building** means that part of the improvements constructed or to be constructed on the Development Site that will be the subject of the Strata Scheme.
- (f) **By-Laws** means the by-laws which, subject to the Vendor's rights under this Contract, will be in the form contained in the Vendor Disclosure Documents.
- (g) **Claim** means any claim, loss, Cost, Liability, charge, allegation, suit, action, demand, cause of action or proceeding of any kind whether it arises under this Contract, in negligence, at Law or in any other way.
- (h) **Common Property** means the common property in the Strata Scheme.
- (i) **Community Development Lot** has the meaning given in the Community Management Statement.
- (j) **Community Documents** means any variation to the Community Management Statement, any variation to the Strata Management Statement, any related section 88B instrument or any other dealing drafted before or after the date of this Contract that is necessary, desirable or appropriate as determined by the Vendor or an Authority to enable registration of the Strata Plan over the relevant part of the Development Site, or completion of the Development.
- (k) **Community Lot** means Lot 1 in Community Plan 271179.

- (l) **Community Management Statement** means community management statement for “One The Waterfront” registered with the New South Wales Land Registry Services on 11 October 2018, a copy of which is attached to this Contract as a Vendor Disclosure Document.
- (m) **Community Property** has the meaning given in the Community Management Statement.
- (n) **Completion** means completion of this Contract and **complete** and **completed** have corresponding meanings.
- (o) **Contract** means the Standard Form and these special conditions including all schedules, exhibits and annexures to them and any amendments to the Standard Form or special conditions set out in the Information Table.
- (p) **Cost** includes costs, charges, expenses, damages and losses.
- (q) **Date for Completion** means the date for Completion as set out in special condition 37.1.
- (r) **Defect** means a defect or fault in materials or workmanship in the Property (excluding minor settlement cracks or shrinkage, normal wear and tear or other trivial defects).
- (s) **Defects Period** means the period of 90 days commencing 1 day after the Date for Completion.
- (t) **Development** means the development proposed to be constructed on the Development Site by the Vendor including the construction of the Building.
- (u) **Development Activities** means any type of work which may take place on the Development Site and includes, without limitation of the following in relation to the Development Site:
 - (i) obtaining Approvals and carrying out development works including demolition, excavation, landscaping, building or ancillary works and installation of Services both on the Development Site and other locations;
 - (ii) addition, amendment or deletion of lots, car spaces, storage spaces or other areas;
 - (iii) subdivision of any land forming part of the Development Site;
 - (iv) registration of the Registration Documents and other documents (which may include one or more of the following: plan of consolidation, plan of stratum subdivision, a variation to the Community Management Statement, Strata Management Statement, building management statement, VPA, section 88B instrument, Section 88B, and/or by-laws, depending on the circumstances and requirements of the Vendor, Vendor, Approvals and Authorities);
 - (v) the use and/or operation and/or fitout of any part of the Development Site, including a lot within the Strata Scheme;
 - (vi) the staging of construction of any part of the Building;
 - (vii) creation, granting or dedication of easements, restrictions on use, covenants, leases, agreements and other rights over land including but not limited to a VPA;
 - (viii) dedication of any part of the Development Site to any Authority for any use; and
 - (ix) selling and leasing activities for the sale and lease of parts of the Development Site.
- (v) **Development Amendments** means amendments to the drawings, documents, plans or specifications for the Development, and changes to Building, works or structures for the Development, that are required by an Authority or desired by the Vendor in its absolute discretion, including changes to:

- (i) fixtures, finishes and fittings;
 - (ii) the street address of the Strata Scheme;
 - (iii) the number and configuration of lots in the Strata Scheme and the Development Site;
 - (iv) the location and layout of improvements including floor areas or ceiling heights in the Building;
 - (v) the exterior of the Building and internal layout of the Building, including lots in the Building;
 - (vi) unit entitlements and the locations, dimensions and areas of apartments, terraces, balconies, car parking and storage spaces;
 - (vii) traffic and pedestrian access to and from the Building;
 - (viii) the draft Registration Documents; and
 - (ix) other documents relating to the Strata Scheme or the Development (including documents attached to this Contract).
- (w) **Development Consent** means DA/747/2022 issued by City of Parramatta as modified from time to time.
- (x) **Development Site** means the land described in the Information Table.
- (y) **Disclosure Statement** means a disclosure statement in accordance with s66ZM of the *Conveyancing Act 1919* (NSW), a copy of which is attached to and forms part of this Contract (as may be amended from time to time).
- (z) **Electrical Appliances** means an electrical device or electrical equipment installed in the Property at Completion.
- (aa) **Expert** means a person appointed under clause 56.1.
- (bb) **Guaranteed Obligations** means the Purchaser's obligations under the Contract.
- (cc) **Guarantor** means each person identified in this Contract as a guarantor.
- (dd) **Inclusions** means the inclusions to be sold as part of the Property and that are described in the Schedule of Finishes.
- (ee) **Information Table** means the table attached to this Contract incorporating, amongst other things, any amendment or alterations to these standard special conditions.
- (ff) **Item** means an item in the Information Table.
- (gg) **Law** means any statute, regulation, ordinance, by-law or statutory notice, direction or requirement.
- (hh) **Liability** includes any Cost arising from or in connection with a threatened or actual Claim or any other liability, cost, claim, action, allegation, suit, action, demand, cause of action or proceeding.
- (ii) **Material Particular** has the meaning given to it in section 66ZL(1) of the *Conveyancing Act 1919* (NSW).

- (jj) **Objection** means any objection, requisition or Claim, or any refusal to complete this Contract, or any action or attempt to rescind or terminate this Contract or any action or attempt to delay Completion of this Contract.
- (kk) **Occupation Certificate** means any certificate under Part 6 of the *Environmental Planning and Assessment Act 1979* (NSW) that includes or relates to the Property.
- (ll) **Owners Corporation** means the owners corporation to be created on registration of the Strata Plan.
- (mm) **Property** means the property defined in clause 1 of the Standard Form.
- (nn) **Registration Date** means 15 May 2026, as may be extended under this Contract.
- (oo) **Registration Documents** means the documents proposed to be lodged for registration by the Vendor in relation to the Development Site, including but not limited to the Strata Documents; and
- (pp) **Schedule of Finishes** means:
 - (i) in respect of lots 1 – 75 in the Strata Plan, the document attached to this Contract and titled “Capri Purchaser Schedule of Finishes”; and
 - (ii) in respect of lots 76 – 157 in the Strata Plan, the document attached to this Contract and titled “Florence Purchaser Schedule of Finishes”.
- (qq) **Section 88B** means any section 88B instrument which is to be registered over any part of the Development Site.
- (rr) **Services** means services and utilities provided or to be provided to the Development Site including water, gas, electricity, sewerage, telecommunications and security.
- (ss) **Sky Walk Lot** means Lot 13 in Community Plan 271179.
- (tt) **Special Defect** means a structural fault or other defect in the Property which makes the Property uninhabitable.
- (uu) **Standard Form** means the standard form contract for the sale and purchase of land - 2022 edition that forms part of this Contract.
- (vv) **Strata Documents** means the Strata Plan, the By-Laws and any dealing drafted before or after the date of this Contract that is necessary, desirable or appropriate as determined by the Vendor or any Authority to enable registration of the Strata Plan or completion of the Development.
- (ww) **Strata Management Statement** means the strata management statement in connection with the Development Site which was registered with the New South Wales Land Registry Services on 11 October 2018, a copy of which is attached to this Contract as a Vendor Disclosure Document.
- (xx) **Strata Plan** means the strata plan to be registered for the Strata Scheme a draft of which is attached to this Contract.
- (yy) **Strata Scheme** means the strata scheme to be constituted on registration for the Strata Plan.
- (zz) **Vendor Disclosure Documents** means the documents listed in the Vendor Disclosure Documents Index.
- (aaa) **Vendor Disclosure Documents Index** means the index of documents attached to this Contract at Schedule 2.

- (bbb) **Vendor's Employees** means any person or entity engaged by or acting on behalf of the Vendor including but not limited to the Vendor's employees, agents and contractors.

33.2 Interpretation

In this Contract, unless a contrary intention appears:

- (a) references to legislation or legislative provisions will include modifying, consolidating or replacing legislation or legislative provisions;
- (b) references to dollars, '\$' or amounts of money mean that amount in Australian dollars (AUD\$);
- (c) the use of headings are only for convenience and do not affect interpretation and any headings are only included for ease of reference;
- (d) if the day on which any act, matter or thing is to be done under or pursuant to this document is not a business day, that act, matter or thing may be done on the next business day;
- (e) references to a party will include as the context requires the respective executors, administrators, successors and permitted assigns of that party;
- (f) references to a person includes any other entity recognised by Law;
- (g) words denoting the singular number include the plural and vice versa and words denoting one gender include each gender;
- (h) references to clauses, subclauses, paragraphs, annexures and schedules are references to clauses, subclauses, paragraphs, annexures and schedules in this document;
- (i) every covenant or term applying to or binding more than one person will bind them jointly and each of them severally;
- (j) a term will not be construed against a party because that party was responsible for its drafting or insisted upon its inclusion in this document;
- (k) if there is an inconsistency between the special conditions and the Standard Form, these special conditions prevail;
- (l) if there is an inconsistency between the amendments to these special conditions contained in the Information Table and these special conditions, the amendments contained in the Information Table prevail;
- (m) if the Purchaser is a trustee of a trust then it enters into this Contract in both its personal capacity and as trustee of the trust and the Purchaser represents and warrants that it has the power (both in its personal capacity and as trustee of the trust) to enter into and perform its obligations under this Contract;
- (n) this document is governed by the law in force in New South Wales. The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales and any Court that may hear appeals from those Courts in respect of any proceedings in connection with this document;
- (o) this document may be executed in one or more counterparts and together they will be construed as one document;
- (p) the Vendor may serve notices under this Contract on the Purchaser electronically by email to its solicitor's email address, and may serve copies of documents under this Contract on the Purchaser electronically including by email to its solicitor's email address, or by delivery of a CD Rom, USB memory stick or via a website link;

- (q) if the Purchaser consists of more than 1 person, this Contract binds each of them separately and any 2 or more of them jointly;
- (r) if anything in this Contract is unenforceable, illegal or void then it is severed and the rest of the Contract remains in force; and
- (s) the following provisions are essential terms of this Contract:
 - (i) each provision relating to the Purchaser's obligation to pay the Deposit, interest, the balance of the price and any other payment required under this Contract;
 - (ii) clauses 37 and 52; and
 - (iii) any other provision which is expressed to be essential.

33.3 Commercial interests

- (a) The Vendor discloses and the Purchaser accepts that numerous provisions in this Contract (including those identified in this clause) are reasonably necessary to protect the Vendor's legitimate commercial interests by providing the Vendor with reasonable flexibility in relation to the design and construction of the Building and the completion of the Development.
- (b) Such provisions are necessary to enable the Vendor to respond to, and to implement the requirements of Authorities, Approvals, Development Activities, Development Amendments or design and construction changes which may arise during the Development, including but not limited to the following issues:
 - (i) the right to extend the Registration Date;
 - (ii) the right to make Development Amendments and carry out Development Activities;
 - (iii) the right to make amendments to or to replace drawings, plans and documents (whether or not they are attached to this Contract; and
 - (iv) restrictions on the Purchaser's right to make Objections including but not limited to situations under clause 7, clause 34 [Vendor Disclosures], clause 40 [Construction and Development Activities], clause 41 [Defects], clause 42 [Inclusions], clause 43 [Amending or replacing documents], clause 47 [Purchaser's rights and acknowledgements] and clause 50 [Adjustments of rates, land tax and strata scheme].

33.4 Amendments to the Standard Form

Clauses 1 to 32 in the Standard Form are amended as follows:

- (a) the following clauses are deleted: **2.4.1; 2.9; 3; 4.6; 6.2; 7.2.2; 7.2.5; 13.8; 13.13, 14.4; 14.7; 14.8; 15; 16.6; 19.2.3** and **22-29** inclusive.
- (b) **clause 1** is amended by:
 - (i) deleting the definition of "deposit-bond";
 - (ii) deleting the definition of "*depositholder*" and replacing it with: "*depositholder* and 'deposit holder' mean the Vendor's solicitor";
 - (iii) in the definition of "bank" the words "a building society or a credit union" are deleted.
- (c) **clause 4.5** is amended by replacing "within 7 days of the contract date" with "no later than 7 days prior to the Date for Completion";

- (d) **clause 4.12** is amended by inserting after the words “either party” the words “unless that computer system (or those computer systems as the case may be) become(s) operable on the same day, after the completion time agreed by the parties, and the Purchaser is unable to complete this contract on that day”.
- (e) **clause 4.15** is inserted “Any communication or notice from one party to another party in the Electronic Workspace is not taken to have been served for the purposes of this contract unless it is also served by another means permitted by this contract”;
- (f) **clause 5** is deleted and replaced with the following:
“Requisitions in relation to the Property may only be made in the form in Schedule 1. The Purchaser is deemed to have made the requisitions contained in Schedule 1 and the Vendor’s responses to those requisitions are contained in Schedule 1. The Vendor is not required to update those answers at any time. If the Purchaser serves or purports to serve requisitions in some other form then it is deemed to have waived its right to make any requisitions under this Contract and the Vendor will have no obligation to answer those or other requisitions.”.
- (g) **clause 5.2.1** is amended by replacing “21 days” with “10 days”;
- (h) **clause 5.2.2.** is amended by replacing “21 days” with “10 days”;
- (i) **clause 7.1.1** is amended by replacing “5% of the price” with “\$1,000.00”;
- (j) in **clause 7.1.3** ‘14’ is changed to ‘3’;
- (k) **clause 7.2.1** is amended by replacing “10%” with “0.1%”;
- (l) **clause 8** delete and replace with:
The vendor can rescind if;
8.1 The vendor is unable or unwilling to comply with an objection, requisition or claim;
8.2 The vendor serves a notice of intention to rescind, that specifies the objection, requisition or claim; and
8.3 The Purchaser does not serve a notice waiving the objection, requisition or claim within 10 business days after that service;
- (m) **clause 10**, line 1 is deleted and the following inserted instead:
“The Purchaser cannot make an Objection in respect of:”;
- (n) **clause 12.1** is amended by inserting the words “(other than a building certificate)” after the word “report”;
- (o) **clause 12.2.1** is amended by inserting the words “(other than a building certificate)” after the word “certificate”;
- (p) **clause 14.2.2** is amended by replacing “at least one business days” with “on or”;
- (q) add the following as **clause 18.8**:
18.8 The Purchaser cannot make an objection, requisition or claim after entering into possession;
- (r) **clause 20.4** is amended by deleting “a party” and inserting in lieu “the Purchaser”;

- (s) add the following as **clause 20.6.9**:

20.6.9 For the purposes of clause 20.6.5, a document is taken to have been received when the senders machine indicates that the transmission has been completed. Where the sender's machine indicates a malfunction in transmission or an incomplete transmission, the document is taken not to have been given or received;

- (t) add the following as **clause 20.6.10**:

20.6.10 served on the next business day, where a document is served after 5pm on a day that is not a business day

34. Vendor Disclosures

34.1 Attached to this Contract are copies of the Vendor Disclosure Documents.

34.2 The Vendor specifically discloses all of the information, facts and materials referred to, or set out in, the Vendor Disclosure Documents and this Contract and specifically discloses the following about the Property and/or the Development:

- (a) the Vendor intends to develop the Development Site (and may do so in stages) and to carry out Development Activities both before and after Completion;
- (b) the Vendor intends to register the Strata Documents;
- (c) the Vendor may register any of the Community Documents prior to Completion;
- (d) the Development Activities which the Vendor may (but is not obliged to) carry out after Completion may, in the course of being carried out, cause:
 - (i) noise, dust, vibration, disturbance and other interruption;
 - (ii) temporary obstruction or interference with access to and from the Property and any car parking areas;
- (e) the facilities and services which service the Strata Scheme may be facilities that are shared with other parts of the Building or other buildings on the Development Site in accordance with the Community Management Statement and Strata Management Statement;
- (f) the Vendor may (but is not obliged to) remove any easements registered over the Development Site prior to Completion;
- (g) any exclusive use by-law included in the By-Laws may be amended and removed prior to registration of the Strata Documents;
- (h) the Vendor may register a building management statement and/or a strata management statement;
- (i) roads in and around the Development Site may be closed or gated and access restricted whilst the vendor undertakes the Development;
- (j) the Vendor may vary the Community Management Statement and Strata Management Statement prior to or after Completion;
- (k) the Strata Management Statement contains a shared facilities schedule which may be varied before or after Completion;

- (l) the Vendor intends to register the Registration Documents and other documents (which may include one or more of the following: voluntary planning agreement, Section 88B, and by-laws, depending on the circumstances and requirements of Approvals and Authorities);
- (m) the Vendor may at any time name or change the name of the Development or the Building;
- (n) the Vendor may at any time change the address of the Building or the Property;
- (o) the Vendor may at its sole discretion (but it is not obliged to) procure that the Owners Corporation or the Vendor may on behalf of the Owners Corporation prior to the expiration of the initial period:
 - (i) enter into a management agreement for the caretaking, management, maintenance and repair of the Building and Common Property;
 - (ii) vary the terms of the management agreement in its sole discretion at any time.
- (p) the Vendor may at its sole discretion (but it is not obliged to) procure that the Sky Walk Lot and/or the Airspace Lot be converted to Community Property and may do so in stages;
- (q) the Vendor may in its sole discretion appoint a strata manager for the management of the Strata Scheme, in accordance with the provisions of the *Strata Schemes Management Act 2015* (NSW);
- (r) the Vendor may grant rights for construction and commissioning of an electricity substation on any part of the Development Site;
- (s) the Vendor may create rights or encumbrances in favour of third parties, or to vote in favour of the creation of such rights, as the Vendor may consider necessary or as may be required by an Authority and as may be required for the good operation and management of the Development or for the registration of the Registration Documents;
- (t) the Vendor intends (but is not obliged) to procure the Owners Corporation to enter into agreements with embedded network providers (which may be an entity associated with the Vendor) for the supply of services including electricity, gas, hot water, chilled water, potable water, recycled water, internet services, mobile telephone distribution systems, air conditioning, and fibre communications to the Building and the supply and installation of associated equipment and systems;
- (u) some apartments in the Building may be adaptable or liveable which are capable of being adapted for use by persons with a disability or adapted for persons as they progress through life. The Lot may include a car space which may include signage and be accessible for disabled persons. The Vendor may, despite any other provision in this contract, be required to or consider it necessary to amend any item in the Schedule of Finishes or amend the layout of the Property to comply with any relevant Law, building code, or Approval; and
- (v) the electricity substation or substations in the Development may be owned or controlled by an entity associated with or related to the Vendor.

34.3 The Purchaser acknowledges it is not entitled to make any Objection or Claim in respect of any matter contained in or referred to in the Vendor Disclosures or Vendor Disclosures Documents irrespective of the timing or other impact of anticipated additional works arising from the items anticipated by the Vendor disclosures or Vendor Disclosure Documents.

35. Conditions Precedent

35.1 Completion is subject to and conditional upon registration of the Strata Plan.

- 35.2 The Vendor must notify the Purchaser after the Strata Plan is registered.
- 35.3 If the Strata Plan is not registered by the Registration Date for any reason, then either party may by notice to the other, rescind this Contract and clause 19 will apply, but only if the notice is given before registration of the Strata Plan.
- 35.4 Despite anything else in this Contract but subject to clause 35.5, the Vendor may by one or more notices extend the Registration Date by a period equivalent to any period of delay in:
- (a) obtaining any Approval;
 - (b) procuring construction of the Building;
 - (c) carrying out Development Activities, or
 - (d) registering the Registration Documents;
- which is caused or contributed to by:
- (e) inclement weather or condition resulting from inclement weather;
 - (f) any civil commotion, workmen strikes or lockouts affecting the construction of the Development or manufacture of supply of materials for the construction of the Development;
 - (g) any act or omission by the Vendor's Employees;
 - (h) delays in obtaining consents or certifications;
 - (i) any other matter, act, cause or thing beyond the control of the Vendor.
- 35.5 The Vendor may not extend the Registration Date (in aggregate) beyond the date that is 12 months after the Registration Date.
- 35.6 The Vendor's development manager from time to time is the determinant of the Vendor's entitlement to an extension of time under this clause 35. A certificate by the Vendor's development manager in relation to the extensions of time under this clause 35 is final, conclusive and binding on the parties.
- 35.7 The Vendor's right to extend the Registration Date under this clause is:
- (a) at the Vendor's absolute discretion;
 - (b) to be exercised solely for the benefit of the Vendor; and
 - (c) with no obligation to exercise that right.
- 35.8 Without limiting any other provision of this Contract, each party releases and discharges the other from all Claims they have, had or may have in future arising from any rescission of this Contract under clause 35.

36. Purchaser's Acknowledgments and Warranties

36.1 Entire Agreement

The Purchaser acknowledges and agrees that:

- (a) the provisions of this Contract contain the entire agreement between the parties; and

- (b) this Contract supersedes all previous agreements, negotiations, understandings and representations made between the Purchaser and Vendor in connection with the Development or the Property.

36.2 Warranties

The Purchaser represents and warrants to the Vendor that:

- (a) in entering into this Contract, the Purchaser has not relied upon any statement, warranty or representation made, or any other conduct of, the Vendor or any person on behalf of the Vendor, except those that are expressly set out in this Contract;
- (b) in entering into this Contract, the Purchaser is relying entirely upon its own enquiries relating to the Property;
- (c) the Purchaser has obtained or will obtain during the cooling off period the necessary legal advice in respect of, and is fully satisfied about, the Purchaser's rights and obligations under this Contract;
- (d) the Purchaser has obtained appropriate independent expert advice in respect of, and is satisfied about:
 - (i) the nature of the Property and the purposes for which the Property may be lawfully used;
 - (ii) the financial return or income which may be derived from the Property;
 - (iii) the Purchaser's entitlement (if any) to claim income tax deductions for depreciation of any plant or equipment in the Building or in connection with the cost of construction of the Building; and
 - (iv) the Vendor Disclosure Documents.
- (e) the Purchaser was not induced to enter into this Contract as a result of any representation or warranty made by or on behalf of the Vendor (except those specifically set out in this Contract)
- (f) the Purchaser has relied upon its own enquires about and cannot make any Objection in respect of:
 - (i) the view from the Property;
 - (ii) proposed development projects in the vicinity of the Property and the impact (if any) they may have on the Purchaser's ownership, use and enjoyment of the Property; and
 - (iii) whether or not the current or proposed use/s of the Property are permitted under planning or other Laws.
- (g) It is aware that at the Contract Date all:
 - (i) easements, restrictions on use and positive covenants (including all obligations pursuant to the Community Management Statement and Strata Management Statement);
 - (ii) leases, agreements and arrangements; and
 - (iii) rights and privileges,affecting the Property, the Development Site, the Strata Documents or the Development may not have been created, entered into, granted or dedicated and as part of the Development, the

Vendor may create, enter into, make, grant or dedicate those that have not been created, entered into, granted or dedicated.

- (h) it has reviewed and satisfied itself as to all information contained, referred and disclosed in the Disclosure Statement.

36.3 No Objection

The Purchaser cannot make any Objection in respect of any of the matters referred to in clause 36.2.

36.4 Indemnity

The Purchaser indemnifies, and must keep the Vendor indemnified, from and against any Claim in connection with any of the warranties in clause 36.2 and in any other provision of this Contract being inaccurate or misleading.

37. Completion and Notice to Complete

37.1 The Date for Completion of this Contract is the date which is the later of:

- (a) 21 days after the Contract Date;
- (b) 21 days after the date that the Vendor provides copies of the registered Strata Plan and any other document that was registered with the Strata Plan; and
- (c) 14 days after the date that the Vendor provides an Occupation Certificate.

37.2 If either party becomes entitled to serve a notice to complete, that party may serve on the other a notice making the time for Completion essential and requiring Completion of this Contract within a period of not less than 14 days after the date of service of the notice. For the purposes of this clause, the parties acknowledge that 14 days is reasonable and will be deemed both at Law and in equity to be sufficient notice to make time of the essence for Completion.

37.3 If the Vendor serves a notice to complete, the Purchaser must on Completion pay to or allow as an adjustment to the Vendor the sum of \$550.00 (inclusive of GST) by way of reimbursement of the Vendor's Costs of preparing and issuing each notice.

37.4 The Vendor will not be regarded as being unready, unwilling or unable to complete this Contract solely because of the existence of a charge on the Property for any statutory outgoing which will be paid, adjusted or discharged on Completion. Without limiting any other provision of this Contract, the Vendor are not required to remove any statutory charge on the Property for any outgoing prior to Completion if it will be paid, adjusted or discharged on Completion.

37.5 If, at Completion, the Vendor is unable to produce any original document required under this Contract (other than title deeds and dealings to be registered), the Vendor's obligation to deliver that original document is satisfied if the Vendor delivers a copy of the original document.

37.6 This clause is an essential provision of this Contract.

38. Damages

38.1 If the Purchaser completes this Contract but does not do so on or before the Date for Completion, the Purchaser must pay to the Vendor:

- (a) as liquidated damages an amount calculated at the rate described in Item 2 calculated on the price from but excluding the Date for Completion to and including the date of Completion; and

- (b) all fees including but not limited to legal fees, agency fees and re-certification fees incurred or payable by the Vendor or its discharging mortgagee in relation to any rearrangement of settlement.
- 38.2 The Purchaser acknowledges and agrees that the interest and fees payable by the Purchaser under clause 38.1 are genuine pre-estimates of the Vendor's loss arising out of the Purchaser's failure to Complete on the Date for Completion.
- 38.3 It is an essential term of this Contract that the money to be paid pursuant to this clause 38 is paid on Completion. This clause does not apply to the extent that the delay in Completion is due to the fault of the Vendor.
- 38.4 The right to be paid interest under this clause does not limit any other rights the Vendor may have as a result of the Purchaser's failure to Complete in accordance with this Contract.

39. Transfer and Section 22 notices

- 39.1 The Purchaser must serve the:
 - (a) form of transfer if the parties have agreed for Completion not to be conducted as an electronic transaction; and
 - (b) notice required under section 22 of the *Strata Schemes Management Act 2015* (NSW);within 5 business days after the Vendor's solicitors notify the Purchaser of registration of the Strata Plan, providing the Strata Plan number and, if applicable, any change to the lot number of the Property.
- 39.2 If the Purchaser does not serve the documents referred to in clause 39.1 by the time required under that clause, the Vendor may prepare those documents and the Purchaser must on Completion pay to or allow as an adjustment to the Vendor the sum of \$440.00 (inclusive of GST) by way of reimbursement of the Vendor's Costs of preparing those documents.

40. Construction and Development Activities

- 40.1 Before Completion the Vendor will cause the Building to be built in a proper and workmanlike manner generally in accordance with the Development Consent for the Development Site and all relevant Laws.
- 40.2 The Vendor may carry out Development Activities and may make Development Amendments (without prior notice to the Purchaser):
 - (a) to meet, or arising out of, the requirements of any Authority or Approval;
 - (b) to substitute materials where obtaining materials is difficult or involves additional time or Cost to the Vendor (provided the replacement materials are substantially similar in quality and amenity);
 - (c) required for the proper construction of the Building as determined by the Vendor; or
 - (d) desirable to the Vendor in its absolute discretion.
- 40.3 The Vendor may carry out some or all of the Development Activities before or after Completion. The Vendor will use reasonable endeavours to ensure that the Development Activities cause as little interference to the Purchaser's use of the Property as reasonably practicable.
- 40.4 Other than its rights under clause 47:

- (a) the Purchaser may not make any Objection about Development Amendments or Development Activities either before or after Completion; and
- (b) the Purchaser releases and discharges the Vendor from all Claims they have, had, or may have in future arising from any Development Amendments or Development Activities.

- 40.5 The Vendor may plead this clause 40 as a complete defence to any Claim in connection with any Development Amendments or Development Activities.
- 40.6 This clause 40 shall not merge on Completion.

41. Defects

- 41.1 After Completion but before the end of the Defects Period, the Purchaser may submit to the Vendor a notice describing any Defects in the Property that the Purchaser has notice of provided that only one notice may be served. The Purchaser may not notify the Vendor of a Defect in the Property before Completion.
- 41.2 If there is a Defect, the Vendor will, in a proper and workmanlike manner, repair or rectify the notified Defect within a reasonable time. The Purchaser must do all reasonable things to allow the Vendor's Employees access to the Property to rectify Defects.
- 41.3 In addition to its rights under clause 41.1 the Purchaser may also at any time before the end of the Defects Period notify the Vendor of a Special Defect immediately after the Purchaser becomes aware of it. If there is a Special Defect, the Vendor will, in a proper and workmanlike manner, repair or rectify the Special Defect as soon as practicable. If that notice is given before Completion the Vendor must repair or rectify the Special Defect before Completion. The Purchaser cannot be required to Complete earlier than 2 business days after the Special Defect has been rectified.
- 41.4 The issue of an Occupation Certificate is conclusive evidence that the Property is habitable.
- 41.5 If there is any dispute about whether there is a Defect then the dispute may be referred to an Expert for determination under this Contract before the expiry of the Defects Period. Other than any rights granted under this clause the Purchaser may not make any other Objection relating to or in connection with, directly or indirectly, a Defect or Special Defect (including by delaying Completion).
- 41.6 Other than the rights expressly provided to the Purchaser under this clause 41,
- (a) the Purchaser may not make any Objection with respect to any Defects or Special Defects; and
 - (b) the Purchaser releases and discharges the Vendor from all Claims they have, had, or may have in future arising from any Defects or Special Defects.
- 41.7 The Vendor may plead this clause 41 as a complete defence to any Claim in connection with any Defects or Special Defects.
- 41.8 This clause 41 shall not merge on Completion.

42. Inclusions

- 42.1 **Inclusions**
- (a) The Vendor will before Completion, use reasonable endeavours to install the Inclusions in the Property as set out in the Schedule of Finishes.
 - (b) The Vendor may without prior to the Purchaser change the Inclusions and replace them with finishes or items of similar quality and amenity.

- (c) The Purchaser may not make any Objection regarding:
 - (i) any Inclusions that are not finished on or before the Date for Completion;
 - (ii) any change to any Inclusions made in accordance with this clause; or
 - (iii) any alleged defect in any Inclusions.
- (d) Other than the rights expressly provided to the Purchaser under this clause 42 the Purchaser may not make any Objection with respect to any Inclusions.

42.2 Stone Finishes

- (a) The Purchaser acknowledges that finishes of engineered stone may be included in the Schedule of Finishes in the Property.
- (b) If the Vendor installs engineered stone in the Property, the Purchaser acknowledges that it has been informed of the following characteristics of the engineered stone:
 - (i) it may vary in colour and pattern;
 - (ii) may be readily dissolved by acids, even very dilute acids, so care must be taken in using appropriate products for cleaning;
 - (iii) is subject to staining (e.g. wine) and any liquid must be cleaned up immediately in order to avoid staining;
 - (iv) care must be taken with cleaning to ensure cleaning does not cause damage;
 - (v) may lose its sheen over time; and
 - (vi) it may be scratched or chipped if hard objects are dropped or scraped on it.
- (c) The Purchaser is not entitled to and must not make an Objection because of any engineered stone installed as a finish in the Property or any other matter disclosed in this clause 42.
- (d) This clause does not merge on Completion.

42.3 Basement Walls

- (a) The Vendor discloses and the Purchaser acknowledges and agrees that:
 - (i) the basement of the Building has been designed with a wet wall system; and
 - (ii) moisture may be present in the basement of the Building.
- (b) The Purchaser must at all times take all steps required to ensure that any belongings and items (as permitted) are carefully stored in the basement of the Building.
- (c) The Vendor and Owners Corporation accept no liability for damage to items or belongings stored in the basement of the Building as a result of the wet wall system or otherwise.
- (d) The Purchaser acknowledges, agrees and warrants that:
 - (i) any belongings or items stored in the basement of the Building are stored at their own risk;
 - (ii) it irrevocably and unconditionally releases the Vendor from any Claim; and

- (iii) it is not entitled to make any Objection as a result of this disclosure.
- (e) This clause does not merge on Completion.

43. Amending or replacing documents

- 43.1 At any time before registration of the Strata Plan, the Vendor may without prior notice replace or amend a drawing, document or plan relating to the Development (whether or not that drawing, document or plan is attached to this Contract) with another drawing, document or plan, including but not limited to replacing or amending the draft Registration Documents.
- 43.2 If:
- (a) the Vendor notifies the Purchaser of a document being amended or replaced; and
 - (b) the amendment or replacement relates to a drawing, document or plan attached to this Contract,
- then on and from the date of service of a notice by the Vendor to the Purchaser which includes a copy or reference to the amended or replacement drawing, document or plan, the original drawing, document or plan will be deemed to be removed from this Contract and replaced with the amended or replacement drawing, document or plan.
- 43.3 Except as specifically set out in clause 47, the Purchaser may not make any Objection about any replacement or amendment of a drawing, document or plan pursuant to this clause.

44. Strata and community scheme

- 44.1 In this Contract, 'Property' includes any interest in Common Property associated with the lot forming the Property in the Strata Plan.
- 44.2 The Vendor and the Purchaser must adjust under clause 14.1 on a unit entitlement basis any:
- (a) contribution to the administrative fund or the sinking fund of the Strata Scheme;
 - (b) regular payment under a by-law, the Strata Management Statement or the Community Management Statement; and
 - (c) expenses of the Owners Corporation paid by the Vendor to the extent the Owners Corporation has not reimbursed the Vendor at Completion.
- 44.3 The Vendor will be liable for any contribution levied by the Owners Corporation (other than a contribution referred to in clause 44.2) if the contribution is levied after Completion, to the extent the contribution relates to an obligation of the Owners Corporation to an Authority existing at the date of Completion.
- 44.4 Clause 11 does not apply to any notice with which the Owners Corporation must comply. Clause 18.4 does not apply to any risk against which it is the responsibility of the Owners Corporation to insure.
- 44.5 The Purchaser must together with the form of transfer give the Vendor a notice under section 22 of the *Strata Schemes Management Act 2015* (NSW) in duplicate addressed to the Owners Corporation and signed by the Purchaser. The Vendor must complete and sign both copies of the notice and give 1 copy of the notice to the Purchaser on Completion. Each party can sign and give the notice as agent for the other.
- 44.6 If the Vendor provides a section 184 certificate to the Purchaser, the Purchaser must on or before Completion pay or allow the cost of the certificate to the Vendor.

45. Designated matters

- 45.1 If required by the Vendor, the Purchaser must:
- (a) vote in favour of any motion (and use all reasonable endeavours to ensure that an enrolled mortgagee of the Property votes in favour of any motion) for a resolution of the Owners Corporation to enable the Vendor or the Owners Corporation to give effect to any Development Activity;
 - (b) not vote against any motion (and use all reasonable endeavour to ensure that an enrolled mortgagee of the Property votes against any motion) for a resolution of the Owners Corporation which, if passed, would delay or prevent the implementation or giving effect to any Development Activity; and
 - (c) use all reasonable endeavours to procure that the Owners Corporation votes as the Vendor directs in connection with any of the things in this clause.
- 45.2 This clause does not merge on Completion.

46. Home warranty insurance

- 46.1 The Vendor discloses that it is exempt from complying with from the requirements of the Home Building Act 1989 Part 6 of the Home Building Regulation 1989 (NSW) and is not obliged to attach a home owners warranty insurance document to this Contract in relation to the Building which is to be constructed on the Development Site.
- 46.2 The Purchaser cannot make any Objection relating to home warranty insurance for the Property or the Building.

47. Purchaser's rights and acknowledgments

- 47.1 In this clause **Event** means:
- (a) a Development Amendment which:
 - (i) substantially and detrimentally affects the Property (and the Purchaser carries the onus of proof); and
 - (ii) is a Material Particular (and the Purchaser carries the onus of proof); or
 - (b) a Development Amendment which results in a reduction in the area of the lot comprising the Property (excluding any car space and storage space) by more than 5%; or
 - (c) a difference between the draft Strata Plan attached to this Contract and the Strata Plan as registered which shows that the area of the lot comprising the Property shown on the Strata Plan as registered is more than 5% smaller than the area shown on the draft Strata Plan (excluding any car space and storage space).
- 47.2 The Purchaser may not make any Objection about anything that the Vendor is not prohibited from doing under this Contract.
- 47.3 Despite clause 47.2, the Purchaser may by serving a notice on the Vendor rescind this Contract (in which case clause 19 will apply) or instead, make a claim for compensation in accordance with section 6B of the *Conveyancing (Sale of Land) Regulation 2022* (NSW) if:
- (a) an Event occurs; and

- (b) the Event was not disclosed to the Purchaser before the Contract date or is not referred to or disclosed in this Contract; and
- (c) the Purchaser demonstrates that it:
 - (i) would be materially prejudiced by the Event; and
 - (ii) would not have entered into the Contract had it been aware of the Event before the Contract date.

47.4 The Purchaser may only exercise a right to rescind or a right to make a claim for compensation (if any) under clause 47.3 by giving notice to the Vendor within 14 days from the date that the Vendor notifies the Purchaser of the Event (and that time is essential).

47.5 If the Purchaser does not deliver a notice under clause 47.4 within the specified time (and that time is essential) the Purchaser is deemed to have accepted the effect of the Event and may not make any Claim or Objection against the Vendor in respect of that Event.

47.6 The Purchaser's only rights in respect of an Event are to rescind this Contract or make a claim for compensation subject to the matters set out in clause 47.3. The Purchaser shall not be entitled to make any other Objection in respect of the Event.

48. Caveat and priority notice

48.1 The Purchaser must not lodge either a:

- (a) caveat under Part 7A; or
- (b) priority notice under Part 7B,

of the *Real Property Act 1900* (NSW) over the title/s of the Development Site before registration of the Strata Scheme. A breach of this clause constitutes a breach of an essential term of the Contract entitling the Vendor to terminate the Contract in accordance with clause 9.

48.2 The Purchaser indemnifies the Vendor against:

- (a) all losses incurred by the Vendor;
- (b) all liabilities incurred by the Vendor; and
- (c) all costs actually payable by the Vendor to its own legal representatives and other expenses incurred by the Vendor in connection with the demand, action, arbitration or other proceeding (including mediation, compromise out of court, settlement or appeal,

arising directly or indirectly in connection with the Purchaser (or any person on behalf of the Purchaser) registering or attempting to register a caveat or priority notice over the land or the Property.

49. Car space and Storage

49.1 This clause 49 applies only if the Property includes a car space or storage space.

49.2 The Vendor discloses and the Purchaser acknowledges and agrees that:

- (a) the Property includes the number of car spaces and/or storage spaces in the description of the Property on the front page of the Contract (if any);
- (b) any storage space may not be caged, walled or otherwise partitioned;

- (c) the Vendor may without prior notice to the Purchaser alter a car space or storage space number, or the location, size or area of any car space or storage space before registration of the Strata Plan;
- (d) the Vendor may allocate the location of the car space or storage space for the Property before registration of the Strata Plan, in its absolute discretion;
- (e) subject to Approvals and requirements of Authorities and notwithstanding any other provision of this Contract, a storage space may be provided either externally (such as in the basement of the Building) or internally, within the apartment area of the Property;
- (f) a car space or storage space may either be on the title to the Property or a separate lot and subject to different by-laws and restrictions on use; and
- (g) if two or more car spaces are allocated to the Property, then these car spaces may be in tandem configuration or be located separate from each other.

49.3 The Purchaser cannot make any Objection about anything referred to or disclosed in this clause 49.

50. Adjustments of rates, land tax and strata scheme insurance

- 50.1 If, on the date being 3 business days prior to the Date for Completion, no separate assessment has been issued for Council rates or water rates or land tax in respect of the Property for the period current at the Date for Completion, or a separate assessment has issued but the Vendor was not notified of the separate assessment at least 3 business days prior to the Date for Completion:
- (a) on Completion the Purchaser must adjust the amount described in Item 3 in accordance with clause 14 on an as paid basis;
 - (b) the Vendor must pay or procure the payment of the actual separate assessment for the period current at Completion if and when it issues and this subclause does not merge on Completion; and
 - (c) the actual separate assessment will otherwise be ignored for the purposes of this clause if and when it issues.
- 50.2 The Vendor may serve on the Purchaser a copy of a receipt for payment of land tax for part or all of the Development Site on or before Completion and if it does so, the Vendor shall not be required to provide a clear land tax certificate and the Purchaser shall not be entitled to raise any Objection in respect of land tax.
- 50.3 The Purchaser may not make any Objection:
- (a) about when the Vendor pays any assessments pursuant to this clause; or
 - (b) if as a result not all rates and taxes are paid, and not all charges relating to rates and taxes are discharged, for of all the Development Site at Completion.
- 50.4 If Completion is delayed for any reason other than due to the default of the Vendor, then despite anything else in this Contract, the *adjustment date* will be the earlier of:
- (a) the Date for Completion;
 - (b) the date that the Purchaser is permitted to take possession of the Property; and
 - (c) the actual date of Completion.

- 50.5 The Purchaser acknowledges that the Vendor may before Completion elect to pay the premium for the Strata Scheme insurance of the first 12 months of the Strata Scheme or such other period as the Vendor desires. A proportion of the premium paid by the Vendor calculated on a unit entitlement basis will be repaid to it by way of an adjustment in favour of the Vendor on Completion. If the insurance premium is for a policy which covers other property in addition to the Strata Scheme, the Vendor may determine a reasonable proportion of the premium to be allocated to the Strata Scheme for the purposes of adjustment under this clause 50.
- 50.6 In addition, the Purchaser may be required to pay a proportion of the insurance premium for the second year of the Strata Scheme as part of administration and sinking fund levies, either:
- (a) as an adjustment at Completion under clause 14 and this clause 50 if the levies have been raised by the owners corporation before Completion; or
 - (b) after Completion.
- 50.7 The Vendor is entitled to vary the unit entitlements in the proposed Strata Scheme. If the Vendor varies the unit entitlements it must endorse the varied unit entitlements on the Strata Plan before registration which must be calculated on the basis of valuation in accordance with the provisions of the *Strata Schemes Development Act 2015* (NSW). The Purchaser may not make any Objection about any variation in the unit entitlement that is made in accordance with this clause.

51. Deposit payment and investment

- 51.1 Despite anything else in this Contract, the Purchaser must pay the deposit in the following instalments:
- (a) \$3,000.00 on or before the Contract Date; and
 - (b) The balance of the 10% deposit within 10 business days of the Contract Date.
- 51.2 The Purchaser must pay the deposit payable under this Contract to the depositholder in accordance with clause 51.1 and those times are essential.
- 51.3 The Vendor and the Purchaser irrevocably authorise the depositholder:
- (a) to lodge the deposit with a bank, credit union or building society, in an interest bearing account, in Australia payable at call in the joint names of the Vendor and the Purchaser;
 - (b) prior to Completion, or on rescission or termination of this Contract, withdraw the deposit and interest and:
 - (i) deduct any bank fees and taxes from interest earned on the deposit;
 - (ii) deduct from the interest earned on the deposit and pay to the deposit holder an amount equal to \$440 inclusive of GST being for administration costs associated with management of the controlled monies account; and
 - (iii) pay the balance of the deposit and interest earned in accordance with this clause.
- 51.4 All interest earned on the deposit will be paid to the Vendor, whether or not this Contract is Completed.
- 51.5 Each Purchaser must notify the depositholder of their tax file number on or before the Contract date. If a Purchaser fails to provide its tax file number to the depositholder and as a result withholding tax is deducted from the interest earned on the deposit, all interest earned on the deposit will be paid to the Vendor.
- 51.6 Nothing in this Contract shall oblige the Vendor or the depositholder to lodge the deposit in an interest bearing account.

- 51.7 The depositholder shall not be liable for and is released from liability in respect of any Claim by either party arising out of or in connection with the investment or non-investment of the deposit under this clause 51.

52. Bank Guarantee

- 52.1 The Vendor may accept a Bank Guarantee in lieu of the Purchaser paying a deposit but is not obliged to do so. This clause 52 only applies if the Vendor agrees in writing to accept a Bank Guarantee which may be refused in the Vendor's absolute discretion.
- 52.2 The delivery to the Vendor of the Bank Guarantee on or before the Contract date will, to the extent of the amount guaranteed under the Bank Guarantee, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
- 52.3 Subject to this clause, on and as a condition of Completion of this Contract, the Purchaser must pay to the Vendor, in addition to all other money payable under this Contract, the amount of the deposit.
- 52.4 If the Vendor terminates this Contract it may claim on the Bank Guarantee and apply money that it receives from the Bank Guarantee towards any money payable by the Purchaser to the Vendor under this Contract, including the deposit.
- 52.5 If the Purchaser defaults under this Contract, the Vendor may call on the bank guarantee and apply the funds that it receives from the Bank Guarantee towards any amount (including damages) payable by the Purchaser under or in connection with this Contract.
- 52.6 This clause 52 is an essential term of this Contract.

53. Agent

- 53.1 The Purchaser warrants to the Vendor that it has not been introduced to the Vendor or the Property by any person other than the Vendor's agent (if any) named on the front page of this Contract.
- 53.2 The Purchaser indemnifies the Vendor against any Cost, Claim or Liability paid, payable or incurred by the Vendor as a result of a breach of the Purchaser's warranty.
- 53.3 This clause 53 does not merge on Completion.

54. Insolvency/death

If the Purchaser is insolvent, is wound up or has an external administrator appointed, or is bankrupt or makes an assignment for the benefit of, or enters into an arrangement or composition with, its creditors the Purchaser will be in breach of an essential term of this Contract and the Vendor may by notice immediately terminate this Contract in which case the provisions of clause 9 will apply. If the Purchaser being an individual dies or is declared legally mentally incapacitated the Vendor may by notice immediately rescind this Contract in which case the provisions of clause 19 will apply.

55. FIRB approval

- 55.1 The Purchaser warrants that the Purchaser has obtained, or that the Purchaser is not required to obtain, any consent or approval from the Commonwealth Treasurer under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and *Foreign Acquisitions and Takeovers Regulation 2015* (Cth) to purchase the Property.

- 55.2 A breach of the warranty given under clause 55 entitles the vendor to terminate this Contract and the provisions of clause 9 will apply.
- 55.3 This clause does not merge on Completion.

56. Dispute Resolution

56.1 Appointment of Expert

- (a) If:
- (i) this Contract provides that a dispute about a matter is to be determined by an Expert; and
 - (ii) the parties are unable in good faith to settle the dispute within 5 business days after service of notice of a dispute by either party,
- then the dispute will be submitted to an Expert agreed on between the parties within 5 business days.
- (b) If the parties cannot agree on an Expert within such 5 business day period, the Expert will be nominated by the president by the President for the time being of the Royal Australian Institute of Architects (NSW Chapter) at the request of either party for determination of the relevant dispute.

56.2 Agreement with Expert

The Vendor and the Purchaser must enter into an agreement with the Expert within 5 business days of it being appointed setting out the terms of the Expert's determination and the Expert's fees.

56.3 Directions to Expert

In reaching a determination in respect of a dispute, the Expert must give effect to the intent of the parties entering into this Contract and the purposes of this Contract.

56.4 Role of Expert

The Expert must:

- (a) act as an expert and not as an arbitrator;
- (b) not accept verbal submissions;
- (c) take into consideration all documents, information and other material which the parties give the Expert which the Expert in its absolute discretion considers relevant to the determination of the dispute;
- (d) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the Expert so wishes);
- (e) issue a written determination; and
- (f) act with expedition with a view to issuing the determination as soon as practicable.

56.5 Submissions

Both parties are entitled to make written submissions to the Expert so appointed upon the matter the subject of the Dispute.

56.6 Final and Binding

The Expert's decision is final and binding upon the parties.

56.7 Costs

The Expert's Costs are to be paid as the Expert determines but if he or she does not make a determination about Costs then the parties will pay the Expert's Costs in equal shares.

57. On sale

57.1 The Purchaser warrants that it will not advertise or offer the Property for sale, or enter into any contract, agreement, option, deed or arrangement to sell or transfer the Property to any other person before Completion.

57.2 If the Purchaser breaches clause 57.1, the Purchaser shall be in breach of an essential term of this Contract and the Vendor shall be entitled to terminate the Contract and clause 9 will apply.

57.3 This clause does not merge on Completion.

58. Privacy Act

58.1 The Purchaser consents to its personal information being:

- (a) used by the Vendor:
 - (i) in connection with the Vendor's business; or
 - (ii) as specified in any applicable privacy statement; and
- (b) disclosed by the Vendor if required or permitted by Law;
- (c) disclosed by the Vendor:
 - (i) as specified in any applicable privacy statement; and
 - (ii) to any person with whom the Vendor deals in connection with the Vendor's business, including persons who are overseas.

58.2 The Purchaser acknowledges and agrees that the Vendor may collect information about the Purchaser set out in this Contract or made available to the Vendor in relation to this Contract and that the Vendor may disclose that information in relation to this Contract to:

- (a) the Vendor's agent (or prospective agent);
- (b) the Vendor's financier or financial adviser (or prospective financier or financial adviser);
- (c) external service providers (including solicitors, insurers and accountants); and
- (d) any person with whom the Vendor deals with in connection with the Vendor's business, including persons who are overseas.

59. Depreciation Schedule

- 59.1 Within 7 days after the date that the Vendor notifies the Purchaser that the Strata Plan has been registered, the Purchaser may request a schedule of depreciable assets (capital allowances) (**Depreciation Schedule**).
- 59.2 If the Purchaser requests a Depreciation Schedule, the Vendor will provide the Purchaser with the relevant contact details of a third party, for the Purchaser to procure the preparation of a Depreciation Schedule.
- 59.3 There is no agency relationship created or intended to be created by this clause and all costs incurred in complying with this clause 59, will be payable by the Purchaser.
- 59.4 The Vendor does not warrant the accuracy or completeness of the Depreciation Schedule assets or that the Purchaser will be entitled to claim any income tax deductions in relation to the capital works.
- 59.5 The Vendor is not required to give the Purchaser a Depreciation Schedule if there is a change to the *Income Tax Assessment Act 1997* which adversely affects the Vendor's ability to give the Purchaser a Depreciation Schedule.
- 59.6 The Purchaser acknowledges that it is their responsibility to obtain any additional information or detailed schedules about the Property.

60. Vendor Assignment

- 60.1 The Vendor may transfer the Property, or part or all of the Development Site, or assign or novate its rights and obligations under this Contract, to a transferee. The Vendor must give the Purchaser notice of the transfer, assignment or novation, including the transferee's details.
- 60.2 If the Vendor transfers the Property or assigns its rights and obligations under this clause, the Vendor and Purchaser agree that:
- (a) the Vendor will be released from all obligations and liabilities under this Contract on and from the date of the transfer, assignment or novation;
 - (b) the Purchaser will within 7 days of being requested to do so by the Vendor execute and return to the Vendor a deed of assignment or deed of novation (or other document reasonably required by the Vendor to record the terms of an assignment or novation), prepared by the Vendor at the Vendor's Cost and duly executed by the Vendor and the transferee;
 - (c) the Vendor will pay all stamp duty assessed on the transfer, assignment or novation to the transferee and any additional duty assessed on this Contract arising out of the transfer, assignment or novation to the transferee; and
 - (d) the Purchaser must on written demand replace any Bank Guarantee provided by the Purchaser to pay part or all of the deposit with a Bank Guarantee in the name of the transferee so that the transferee can enjoy all the benefits under the Bank Guarantee as if it was originally named as a beneficiary under the original Bank Guarantee.

61. Selling and Leasing by Vendor

- 61.1 At any time, the Vendor or the Vendor's Employees are entitled to:
- (a) conduct selling and leasing activities on the Land or in the Building other than in the Property;

- (b) place, keep, display and maintain in the Building (including the Common Property) and on the Land (but not upon the Property except with the consent of the Purchaser) such signage and offices or other sales and leasing facilities as the Vendor shall in its absolute discretion think fit; and
- (c) place and maintain in, on and about the Building or the Land other than the Property an office and/or other facility for sales and leasing purposes.

61.2 This clause 61 does not merge on Completion.

62. General

- 62.1 If the Purchaser is a trustee of a trust then it enters into this Contract in both its personal capacity and as trustee of the trust and the Purchaser represents and warrants that it has the power (both in its personal capacity and as trustee of the trust) to enter into and perform its obligations under this Contract.
- 62.2 This document is governed by the law in force in New South Wales. The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales and any Court that may hear appeals from those Courts in respect of any proceedings in connection with this document
- 62.3 This document may be executed in one or more counterparts and together they will be construed as one document.
- 62.4 A variation of any term of this Contract must be in writing and signed by the *parties*.
- 62.5 A waiver of a condition of the operation of this Contract must be in writing and signed by the party having the benefit of the waiver.
- 62.6 The rights and obligations of the parties will not merge on Completion of this Contract. All provisions of this Contract will have application after Completion for as long as necessary to give effect to the operation of those provisions.
- 62.7 Any provision of this Contract that is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability but the validity or enforceability of the remaining provisions of this Contract will not be affected.
- 62.8 The Vendor may serve notices under this Contract on the Purchaser electronically by email to its solicitor's email address and may serve copies of documents under this Contract on the Purchaser electronically including by email to its solicitor's email address, or by delivery of a CD Rom, USB memory stick or via a website link. A notice will be considered received if sent by email, provided that it is sent to a valid email address and an undeliverable message is not subsequently received by the sender, when the sender's email system confirms it has been successfully sent.

63. GST and GST Residential Withholding Payment

- 63.1 In this clause:
 - (a) **ATO** means Australian Tax Office.
 - (b) **Electronic Workspace** means a shared platform used to facilitate Completion electronically.
 - (c) **Financial Settlement Schedule** means the financial settlement schedule agreed between the parties contained in the Electronic Workspace.
 - (d) **GST Property Completion Date Form** means a form required to be submitted to the ATO by the Purchaser which:

- (i) confirms the Date for Completion; and
 - (ii) the amount of the Residential Withholding Payment.
 - (e) **Residential Payment Notification** means a GST property settlement withholding notification required to be given to the Vendor by the Purchaser in accordance with Section 16-150(2) of Schedule 1 of the TA Act.
 - (f) **Residential Withholding Payment** means a payment which the Purchaser must make under Section 14-250 of Schedule 1 of the TA Act.
 - (g) **TA Act** means Taxation Administration Act 1953 (Cth).
- 63.2 The Price includes GST.
- 63.3 The Vendor and Purchaser agree to utilise the margin scheme in paying GST in respect of the taxable supply under this Contract.
- 63.4 The Purchaser agrees that:
- (a) the Purchaser will not be entitled to claim any input tax credit in respect of the GST payable by the Vendor; and
 - (b) the Vendor is not required to give the Purchaser a tax invoice.
- 63.5 If the Purchaser must make a Residential Withholding Payment, the Purchaser must:
- (a) 10 days before the Date for Completion, serve the Vendor's solicitor with evidence of submission of a Residential Payment Notification form to the ATO by the Purchaser or, if a direction under clause 4.8 has been served, by the transferee named in the transfer served with that direction;
 - (b) on Completion complete and submit a GST Property Completion Date Form and either:
 - (i) provide the Vendor with a bank cheque for the Residential Withholding Payment payable to the Deputy Commissioner of Taxation; or
 - (ii) if the parties have agreed that Completion is to be affected using an Electronic Workspace, pay the Residential Withholding Payment by electronic funds transfer to the account nominated by the Deputy Commissioner of Taxation as shown in the Financial Settlement Schedule.
 - (c) on Completion confirm to the Vendor that the GST Property Completion Date Form has been submitted to the ATO.
- 63.6 Within a reasonable time, following Completion, the Vendor will remit the bank cheque specified in clause 63.5(b) to the ATO.
- 63.7 The Purchaser indemnifies the Vendor from any loss or damage however arising from its failure, refusal or neglect to comply with its obligations to make a Residential Withholding Payment arising from the TA Act and this Contract.
- 63.8 This clause does not merge on Completion.

64. Stamp duty

- 64.1 The Purchaser must pay all stamp duty on this Contract, including but not limited to:

- (a) fines and penalties relating to this Contract;
- (b) an instrument entered into under this Contract; and
- (c) a transaction evidenced by this Contract.

64.2 The Purchaser indemnifies the Vendor on demand against a liability for stamp duty.

65. Guarantee and indemnity

- 65.1 This clause operates as a deed between the Vendor, Vendor and each Guarantor. If the Purchaser is a corporation, then the Purchaser must on or before the Contract date procure that each director of the Purchaser executes this deed of guarantee and indemnity in favour of the Vendor.
- 65.2 The Guarantor, by the Guarantor's execution of this guarantee and indemnity acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Vendor including, without limitation, the agreement of the Vendor to enter into this Contract at the request of the Guarantor.
- 65.3 The covenants, guarantees and indemnities in this deed bind the Guarantors and each of them jointly and severally. The Guarantor unconditionally and irrevocably guarantees to the Vendor due performance by the Purchaser of all the Guaranteed Obligations. The Guarantor indemnifies the Vendor against any Cost, Claim or Liability arising from, or connected with any failure by the Purchaser to comply with all the Guaranteed Obligations.
- 65.4 The Guarantor must pay on demand any money due to the Vendor by reason of this indemnity including the balance of the price, the adjustments due to the Vendor on Completion and interest payable by the Purchaser to the Vendor.
- 65.5 The Guarantor is jointly and severally with the Purchaser liable to the Vendor for:
- (a) the Purchaser's observance and performance of the Guaranteed Obligations (including this clause); and
 - (b) any damage incurred by the Vendor as a result of:
 - (i) the Purchaser's failure to observe and perform its Guaranteed Obligations; or
 - (ii) the termination of this Contract by the Vendor.
- 65.6 The Guarantor must pay the Vendor on written demand by the Vendor all Costs incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of a right of the Vendor under this deed.
- 65.7 If the Vendor assigns or transfers the benefit of this Contract, the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
- 65.8 The parties acknowledge that this guarantee and indemnity is executed as a deed.

66. Confidentiality

- 66.1 Subject to clause 66.2, the Purchaser must keep the terms of this Contract confidential and must not disclose or discuss any of the information to or with any person.
- 66.2 The Purchaser may make a disclosure in relation to this contact:
- (a) to a professional adviser, financial adviser, banker, financier or auditor if that person is obliged to keep the information disclosed confidential;

- (b) to comply with the law, or a requirement of a regulatory body (including any relevant stock exchange);
- (c) to any of its employees to whom it is necessary to disclose the information; or
- (d) to enforce its rights or to defend a claim or action under this Contract.

67. Position of Sydney Water's Sewer Main

67.1 The Vendor specifically discloses that:

- (a) the position of the Sydney Water sewer main, at the time of Completion may not be shown in the diagrams attached to this Contract;
- (b) the letter from Sydney Water attached to this Contract (**Sydney Water Letter**), advising that a sewerage service diagram is not available in respect of the Development Site; and
- (c) the Vendor is not aware of where the exact position of the Sydney Water sewer main, on or in relation to, the Development Site will be at the time of completion but will ensure that if the sewer main passes under buildings in the Development Site the necessary approvals for the building over sewer mains will be obtained from Sydney Water (and any requirements will be complied with).

67.2 The Purchaser takes the Property subject to the water, sewerage, drainage, gas, electricity and other installations and Services existing on Completion.

67.3 The Purchaser may not make any Claim or Objection if at the time of Completion:

- (a) any connection passes through any other Property;
- (b) any connection to any other Property passes through the Land or the Development Site which forms part of the Strata Scheme;
- (c) the Sydney Water Letter;
- (d) any water or sewer main or any underground or surface stormwater pipe passes through over or under the land which forms part of the Strata Scheme; or
- (e) any sewer, manhole or vent is located on the land which forms part of the Strata Scheme.

68. Electrical Appliances

68.1 The Vendor must deliver to the Purchaser or the Owners Corporation (if appropriate) any manufacturers or other warranty applicable to an Electrical Appliance and in the possession of the Vendor on or within a reasonable time after Completion.

68.2 The Purchaser may not make any Objection because of anything in connection with the manufacturers or other warranty applicable to an Electrical Appliance including, without limitation, the fact that there is no such warranty in existence at the time of Completion.

68.3 This clause does not merge on Completion.

69. Electronic Execution and Exchange

The Vendor and Purchaser:

- (a) agree to electronically execute and exchange this Contract by adopting methods in compliance with the *Electronic Transactions Act 1999* (Cth) and acknowledge that:
- (b) will use the DocuSign platform to execute and exchange this Contract; and
- (c) acknowledge that:
 - (i) the DocuSign platform will record the date that each party has executed this Contract which is not to be interpreted as the Contract Date;
 - (ii) the Contract Date will be the date when the Vendor's solicitor executes the Contract.
 - (iii) any electronic signatures of or on behalf of the parties in this Contract are intended to authenticate this Contract and to have the same legal force and effect as if they were handwritten signatures on this Contract;
 - (iv) where this Contract is signed electronically, a hard copy print out of the electronic form of the fully signed Contract is an original copy of this Contract;
 - (v) where this Contract or any counterpart is signed electronically by or on behalf of a party, that party represents and warrants that it or anyone signing on its behalf has:
 - (A) been duly authorised to enter into and execute this Contract and to create obligations that are valid and binding obligations on the party; and
 - (B) (affixed their own electronic signature); and
 - (C) no person may challenge the validity of this Contract by virtue only of the fact that it has been electronically signed by or on behalf of that party, and each party is estopped from asserting otherwise.
 - (vi) If the Purchaser requires a paper exchange of Contracts to take place, it will make an adjustment of \$150.00 in favour of the Vendor at Completion for its additional costs incurred in facilitating a paper exchange.

70. Vendor's Marketing Materials

70.1 Marketing Materials

- (a) The Purchaser acknowledges and agrees that the plans of, and any other information about or concerning, the Building, or the Property shown to the Purchaser for the purposes of marketing the Building:
 - (i) are not an exact replication of the Building or the Property;
 - (ii) depict the Building and the Property in a general manner only; and
 - (iii) may contain the following variations:
 - (A) the colour schemes may appear different when the Building and the Property are constructed;
 - (B) the fitout of the Property may appear different when the Building is constructed;
 - (C) the views, sight lines and aspects (if any) from the Property may be different when the Building is constructed;

- (D) the areas shown on the plans of the Property or the Lot may be different to the plans included as attachments to this contract; and
 - (E) the number of other buildings and the possible purposes and uses of those other buildings may be different.
- (b) The Purchaser acknowledges that it must not and agrees that it will not, use any of the Vendor's marketing material (including any layout plans) for selling or leasing the Property.

70.2 **Building model and Display Suite**

- (a) The Vendor discloses that the models of the Building in the Display Suite (whether or not the models includes the other buildings):
- (i) is made available to the Purchaser for inspection only;
 - (ii) is indicative only; and
 - (iii) the completed Building and its surroundings may be different to what is depicted from the models.
- (b) The Vendor discloses that:
- (i) the Display Suite is made available to the Purchaser for inspection and information only and is indicative, including with respect to finishes, only; and
 - (ii) the finishing of the Property will generally be as specified in the Schedule of Finishes subject to any changes permitted to those schedules under this Contract.
- (c) Without limiting the generality of clause 70.2(b), the Vendor discloses that:
- (i) the display apartment is not a mock-up of any apartment in the Building as apartment layouts, ceiling heights, panelling and sizing are different to the apartments to be constructed in the Strata Scheme;
 - (ii) the finishing of the display apartments in the Display Suite may be different to the finishes in the Building; and
 - (iii) the Display Suite is representative only of the look and feel, material selection and design features of the apartments.

70.3 **Furniture and Chattels shown on any marketing material**

The Vendor discloses any furniture or chattels or non-fixed items shown on any marketing material, including layout plans, are for illustration only. These items are not included in the Property.

70.4 **Landscaping**

If the Purchaser has inspected models or drawings of landscaping in and about the public and private landscaping areas the Vendor discloses that the landscaping drawing or models are made available to the Purchaser for inspection and are indicative only.

70.5 **No Objection**

The Purchaser acknowledges that it was made aware of, and was fully informed and briefed in respect of, the matters referred to in this clause 70 at the time of viewing the models of the Building and the Display Suite, whether viewed physically or on a digital viewing platform, and the Purchaser acknowledges and agrees that it is not entitled to and must not make an Objection because of any matter which arises as referred to or in connection with matters described in this clause 70.

70.6 In this clause:

- (a) **Objection** means any objection, requisition, Claim, delay to completion, rescission or termination or withholding of any part of the price.
- (b) **Claim** means any claim, charge, allegation, suit, action, demand, cause of action or proceeding of any kind made under or in connection with this contract or the property whether or not it arises at Law or in any other way.
- (c) **Display Suite** means any lot or area used by the Vendor or any other person authorised by the Vendor as a display suite from time to time at the Vendor's absolute discretion.

Schedule 1 – Requisitions

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: As noted on the front page of this Contract
Purchaser: As noted on the front page of this Contract
Property: As noted on the front page of this Contract
Dated: The Contract Date
Note: *Replies are in italics.*

Possession & Tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise. **Noted.**
2. Is anyone in adverse possession of the property or any part of it? **Not to the Vendor's knowledge.**
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.
(a)-(f) Not applicable.
4. Is the property affected by a protected tenancy? (A tenancy affected by parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*). **No.**
5. If the tenancy is subject to the *Residential Tenancies Act 2010*:
 - (a) has either the Vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order? **Not applicable.**
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details. **Not applicable.**

Title

6. Subject to the Contract, on completion the Vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests. **The Vendor relies on the contract.**
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (the **Act**). **Noted subject to the contract.**
8. When and where may the title documents be inspected? **An electronic certificate of title has been issued.**

9. Are the inclusions of fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the Vendor prior to completion. **No.**

Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion. **Outgoings will be adjusted in accordance with the contract.**
11. Is the Vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? **Yes**

If so:

- (a) to what year has a return been made?
- (b) what is the land value for land tax purposes for the current year?

(a)-(b) The Purchaser should make and rely on its own enquiries and the Vendor relies on the contract.

Survey & Building

12. 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 and that all improvements comply with local government/planning legislation. **The Vendor relies on the contract.**
13. 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. **No.**
14. In respect of the property and the common property:
- (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with? **As far as the Vendor is aware all such provisions are 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? **The Vendor is not aware of any such matter.**
- (c) Has the Vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance. **The Vendor does not have a building certificate.**
- (d) 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*.
- (i)-(iv) The Vendor relies on the contract.**
15. 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? **The Vendor relies on the contract.**

16. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?

(a)-(d) Not applicable.

17. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the Purchaser on completion. **There are no party walls.**
- (b) Is the Vendor aware of any dispute regarding boundary or dividing fences or party walls? **No.**
 - (c) Has the Vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

(a)-(c) The Vendor has not received any such notice.

Affections, Notices and Claims

18. 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 resumption or acquisition or proposed resumption or acquisition?
 - (ii) 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.
 - (iii) 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?
 - (iv) any sum due to any local or public authority recoverable from the Purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?

(vi) any contamination of them?

(a)-(d) The Vendor relies on the contract.

Owners Corporation and Management

19. Has the initial period expired? **No.**
20. If the property includes a utility lot, please specify the restrictions. **Not applicable.**
21. If there are any applications or orders under Chapter 5 of the Act, please provide details. **See section 184 certificate to be provided.**
22. Do any special expenses (as defined in clause 23.2 of the standard form Contract) exceed 1% of the price? **See section 184 certificate to be provided.**

Capacity

23. If the Contract discloses that the Vendor is a trustee, evidence should be produced to establish the trustee's power of sale. **This alleged right is not admitted.**

Requisitions & Transfer

24. 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. **Not applicable.**
25. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory. **This alleged right is not admitted.**
26. The Purchaser reserves the right to make further requisitions prior to completion. **This alleged right is not admitted.**
27. 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 date for completion. **This alleged right is not admitted.**

Blackstone Waterhouse Lawyers
Solicitors for the Vendor

Schedule 2 - Vendor Disclosure Documents - Index

Tab	Document
1.	Disclosure Statement
2.	Folio Identifiers for Development Site and Community Lot
3.	Deposited Plans: DP271179, DP1044874, DP270320, DP1076024, DP1243504, DP1279047, DP1053772, DP234663
4.	Section 88B Instruments: DP271179, DP1044874, DP270320, DP1076024, DP1243504, DP1279047, DP1053772
5.	Strata Plan: SP77017, SP70486, SP98432
6.	Section 88B Instruments: SP77017, SP70486
7.	Dealings: K868355; AB15451; AB15450; AT359352, AP580248, AR887311, PA40660
8.	Community Management Statement – DP271179
9.	Strata Management Statement – SP98432
10.	Draft Strata Plan
11.	Draft By-Laws
12.	Schedule of Finishes
13.	Section 10.7 (2) & (5) Certificate
14.	Sydney Water Sewer Service Diagram for the Development Site
15.	Sydney Water Service Location Print for the Development Site
16.	2022 Standard Form Contract

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919

VENDOR	CA Wentworth Point Pty Ltd (ACN 666 151 471) ATF CA Wentworth Point Unit Trust
PROPERTY	Part of the land known as Unit, 3 Bennelong Parkway or 9 Bennelong Parkway, Wentworth Point NSW 2127 being proposed Lot in a draft unregistered Strata Plan arising from a strata subdivision of a Community Development Lot, being part of the land comprised in the Development Site

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, please specify scheme type: Community

DETAILS			
Completion	The Date for Completion of this Contract is the date which is the later of: (a) 21 days after the Contract date; (b) 21 days after the date that the Vendor provides copies of the registered Strata Plan and any other document that was registered with the Strata Plan; and (c) 14 days after the date that the Vendor provides an Occupation Certificate.	Refer to clause(s):	Clause 37.1
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	<p><i>Clause 37.3</i> – a fee for the Vendor’s costs for preparing and issuing a notice to complete.</p> <p><i>Clause 38.1(a)</i> – as liquidated damages an amount calculated at the rate described in Item 2 calculated on the price from but excluding the Completion Date to and including the date of Completion.</p> <p><i>Clause 38.1(b)</i> – all fees including but not limited to legal fees, agency fees and re-certification fees incurred or payable by the Vendor or its discharging mortgagee in relation to any rearrangement of settlement.</p>
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA/747/2022 issued by City of Parramatta
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Building Certifiers Pty Ltd Licence No: BDC05067 Suite 49, Level 2, No 2 O’Connell Street Parramatta NSW 2150 (02) 8279 7844
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	<i>Clause 35.3</i> – If the Strata Plan is not registered by the Registration Date for any reason, then either party may by notice to the other, rescind this Contract and clause 19 (but not clause 19.2.3) will apply, but only if the notice is given before registration of the Strata Plan.

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)**The following prescribed documents are included in this disclosure statement (select all that apply).**

- | | |
|--|--|
| <input checked="" type="checkbox"/> draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/
management statement |
| <input type="checkbox"/> s88B instrument proposed to be lodged on or
before the lodgement of the draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/
development contract |
| <input checked="" type="checkbox"/> proposed schedule of finishes | <input type="checkbox"/> draft strata management statement |
| <input checked="" type="checkbox"/> draft strata by-laws | <input type="checkbox"/> draft building management statement |
| <input type="checkbox"/> draft strata development contract | |



FOLIO: 14/271179

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/5/2024	3:37 PM	11	11/5/2024

LAND

LOT 14 IN COMMUNITY PLAN DP271179
AT WENTWORTH POINT
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF ST JOHN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP271179

FIRST SCHEDULE

CA WENTWORTH POINT PTY LTD (T AU60242)

SECOND SCHEDULE (77 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/271179
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE
COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER
DESCRIBED IN DP271179
- 5 SP98432 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT
STATEMENT FILED WITH SP98432
AT359352 AMENDMENT TO STRATA SCHEMES MANAGEMENT STATEMENT
- 6 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR
SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT
2015
- 7 LAND EXCLUDES MINERALS -SEE PA40660
- 8 K868355 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED SHOWN SO BURDENED IN DP234663
- 9 DP1044874 EASEMENT FOR ACCESS APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 10 DP270320 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
AB15451 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 9
IN DP270320
- 11 DP270320 RIGHT OF FOOTWAY VARIABLE WIDTH APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 12 DP270320 RIGHT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
AB15450 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 9
IN DP270320
- 13 DP270320 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (77 NOTIFICATIONS) (CONTINUED)

-
- AB15450 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 9
IN DP270320
- 14 DP1076024 RIGHT OF CARRIAGEWAY 3.3 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1076024 EASEMENT FOR ELECTRICITY PURPOSES 3.3 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 16 SP77017 RIGHT TO PERMIT ROCK ANCHORS APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 17 SP77017 EASEMENT OVER AIRSPACE TO PERMIT CRANES APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 18 SP77017 EASEMENT FOR SUPPORT OF RETAINING WALL &
UNDERPINNING 0.25 METRE(S) WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 19 DP1243504 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6
METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE
S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 20 DP1243504 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6
METRE(S) WIDE REFERRED TO AND NUMBERED (2) IN THE
S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 21 DP1243504 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.5
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 22 DP271179 EASEMENT FOR SUPPORT & SHELTER AFFECTING THE WHOLE
OF THE LAND ABOVE DESCRIBED (DOC.1)
- 23 DP271179 EASEMENT FOR SUPPORT & SHELTER APPURTENANT TO THE
LAND ABOVE DESCRIBED (DOC.1)
- 24 DP271179 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE
LAND ABOVE DESCRIBED (DOC.1)
- 25 DP271179 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED (DOC.1)
- 26 DP271179 EASEMENT FOR FIRE EGRESS AFFECTING THE WHOLE OF THE
LAND ABOVE DESCRIBED (DOC.1)
- 27 DP271179 EASEMENT FOR FIRE EGRESS APPURTENANT TO THE LAND
ABOVE DESCRIBED (DOC.1)
- 28 DP271179 EASEMENT FOR ACCESS TO SHARED FACILITIES AFFECTING
THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1)
- 29 DP271179 EASEMENT FOR ACCESS TO SHARED FACILITIES APPURTENANT
TO THE LAND ABOVE DESCRIBED (DOC.1)
- 30 DP271179 EASEMENT FOR CONSTRUCTION AFFECTING THE WHOLE OF THE
LAND ABOVE DESCRIBED (DOC.1)
- 31 DP271179 EASEMENT FOR CONSTRUCTION APPURTENANT TO THE LAND
ABOVE DESCRIBED (DOC.1)
- 32 DP271179 EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (77 NOTIFICATIONS) (CONTINUED)

-
- LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 33 DP271179 EASEMENT FOR USE (GARBAGE COLLECTION) VARIABLE WIDTH
LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 34 DP271179 EASEMENT FOR USE (GARBAGE COLLECTION) VARIABLE WIDTH
LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE
DESCRIBED (DOC.1)
- 35 DP271179 RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM
REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.1)
- 36 DP271179 RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM
REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 37 DP271179 RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM
REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 38 DP271179 RESTRICTION(S) ON THE USE OF LAND (DOC.1)
- 39 DP271179 EASEMENT FOR USE OF LOADING DOCK VARIABLE WIDTH
LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE
DESCRIBED (DOC.1)
- 40 DP271179 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE
OF LAND ABOVE DESCRIBED (DOC.2)
- 41 DP271179 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE
LAND ABOVE DESCRIBED (DOC.2)
- 42 DP271179 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE
LAND ABOVE DESCRIBED (DOC.2)
- 43 DP271179 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED (DOC.2)
- 44 DP271179 EASEMENT FOR FIRE EGRESS AFFECTING THE WHOLE OF THE
LAND ABOVE DESCRIBED (DOC.2)
- 45 DP271179 EASEMENT FOR FIRE EGRESS APPURTENANT TO THE LAND
ABOVE DESCRIBED (DOC.2)
- 46 DP271179 EASEMENT FOR ACCESS TO SHARED FACILITIES AFFECTING
THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.2)
- 47 DP271179 EASEMENT FOR ACCESS TO SHARED FACILITIES APPURTENANT
TO THE LAND ABOVE DESCRIBED (DOC.2)
- 48 DP271179 EASEMENT FOR CONSTRUCTION AFFECTING THE WHOLE OF THE
LAND ABOVE DESCRIBED (DOC.2)
- 49 DP271179 EASEMENT FOR CONSTRUCTION APPURTENANT TO THE LAND
ABOVE DESCRIBED (DOC.2)
- 50 DP271179 RESTRICTION(S) ON THE USE OF LAND (DOC.2)
- 51 DP271179 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM(DOC.2)

END OF PAGE 3 - CONTINUED OVER

SECOND SCHEDULE (77 NOTIFICATIONS) (CONTINUED)

- 52 DP271179 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.2)
- 53 DP271179 RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM)
(E8) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM (DOC.2)
- 54 DP271179 RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM)
(E8) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.2)
- 55 DP271179 EASEMENT TO USE LIFT VARIABLE WIDTH (LIMITED IN
STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
(DOC.2)
- 56 DP271179 EASEMENT TO USE STAIRS VARIABLE WIDTH (LIMITED IN
STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
(DOC.2)
- 57 DP271179 EASEMENT FOR ENCROACHMENT VARIABLE WIDTH (LIMITED IN
STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
(DOC.2)
- 58 DP271179 RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM)
(E12) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.2)
- 59 DP271179 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE
OF THE LAND ABOVE DESCRIBED (DOC.3)
- 60 DP271179 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE
LAND ABOVE DESCRIBED (DOC.3)
- 61 DP271179 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE
LAND ABOVE DESCRIBED (DOC.3)
- 62 DP271179 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED (DOC.3)
- 63 DP271179 EASEMENT FOR FIRE EGRESS AFFECTING THE WHOLE OF THE
LAND ABOVE DESCRIBED (DOC.3)
- 64 DP271179 EASEMENT FOR FIRE EGRESS APPURTENANT TO THE LAND
ABOVE DESCRIBED (DOC.3)
- 65 DP271179 EASEMENT FOR ACCESS TO SHARED FACILITIES AFFECTING
THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.3)
- 66 DP271179 EASEMENT FOR ACCESS TO SHARED FACILITIES APPURTENANT
TO THE LAND ABOVE DESCRIBED (DOC.3)
- 67 DP271179 EASEMENT FOR CONSTRUCTION AFFECTING THE WHOLE OF THE
LAND ABOVE DESCRIBED (DOC.3)
- 68 DP271179 EASEMENT FOR CONSTRUCTION APPURTENANT TO THE LAND
ABOVE DESCRIBED (DOC.3)
- 69 DP271179 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.3)
- 70 DP271179 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.3)
- 71 DP271179 RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.3)

END OF PAGE 4 - CONTINUED OVER

SECOND SCHEDULE (77 NOTIFICATIONS) (CONTINUED)

- 72 DP271179 RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM)
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.3)
- 73 DP271179 EASEMENT FOR BICYCLE STORAGE VARIABLE WIDTH (LIMITED
IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM (DOC.3)
- 74 DP271179 EASEMENT FOR BICYCLE STORAGE VARIABLE WIDTH (LIMITED
IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
(DOC.3)
- 75 DP271179 EASEMENT FOR USE VARIABLE WIDTH (LIMITED IN STRATUM)
(PODIUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
(DOC.3)
- 76 DP1279047 EASEMENT FOR USE AND ACCESS VARIABLE WIDTH (LIMITED
IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 77 AU60243 MORTGAGE TO PERPETUAL NOMINEES LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 1/271179

SEARCH DATE	TIME	EDITION NO	DATE
18/6/2024	8:49 PM	5	30/3/2022

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP271179
AT WENTWORTH POINT
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF ST JOHN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP271179

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP271179
ADDRESS FOR SERVICE OF DOCUMENTS:
ON THE WATERFRONT
SARRAF STRATA
P O BOX 520
HURSTVILLE NSW 1481

SECOND SCHEDULE (40 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE
COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
AP580248 AMENDMENT TO MANAGEMENT STATEMENT. NEW BY-LAW 29
ADDED. SEE AP580248.
- 3 AR887311 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 2
IN DP271179
- 4 LAND EXCLUDES MINERALS -SEE PA40660
- 5 K868355 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED SHOWN SO BURDENED IN DP234663
- 6 DP1044874 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES
AND PITS APPURTENANT TO THE PART(S) OF THE LAND SHOWN
SO BENEFITED IN THE TITLE DIAGRAM
- 7 DP1044874 EASEMENT FOR ACCESS AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 8 DP270320 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
AB15451 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 9
IN DP270320
- 9 DP270320 RIGHT OF FOOTWAY VARIABLE WIDTH APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 10 DP270320 RIGHT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
AB15450 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 9

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (40 NOTIFICATIONS) (CONTINUED)

-
- IN DP270320
- 11 DP270320 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
AB15450 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 9
IN DP270320
- 12 DP1053772 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 3
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 13 SP70486 EASEMENT FOR SERVICES AND ACCESS VARIABLE WIDTH
APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO
BENEFITED IN THE TITLE DIAGRAM
- 14 SP70486 EASEMENT TO USE OPEN SPACE APPURTENANT TO THE
PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE
DIAGRAM
- 15 SP70486 EASEMENT FOR GARBAGE AREA APPURTENANT TO THE
PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE
DIAGRAM
- 16 SP70486 EASEMENT FOR IRRIGATION TANK APPURTENANT TO THE
PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE
DIAGRAM
- 17 SP70486 RIGHT OF FOOTWAY & EASEMENT FOR FOOTWAY
CONSTRUCTION VARIABLE WIDTH APPURTENANT TO THE PART(S)
OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 18 SP70486 EASEMENT FOR CONSTRUCTION AND ACCESS APPURTENANT TO
THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE
TITLE DIAGRAM
- 19 SP77017 RIGHT TO PERMIT ROCK ANCHORS APPURTENANT TO THE
PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE
DIAGRAM
- 20 SP77017 EASEMENT OVER AIRSPACE TO PERMIT CRANES APPURTENANT
TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE
TITLE DIAGRAM
- 21 SP77017 EASEMENT FOR SUPPORT OF RETAINING WALL &
UNDERPINNING 0.25 METRE(S) WIDE APPURTENANT TO THE
PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE
DIAGRAM
- 22 DP271179 EASEMENT FOR SUPPORT & SHELTER AFFECTING THE WHOLE
OF THE LAND ABOVE DESCRIBED (DOC.1)
- 23 DP271179 EASEMENT FOR SUPPORT & SHELTER APPURTENANT TO THE
LAND ABOVE DESCRIBED (DOC.1)
- 24 DP271179 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE
LAND ABOVE DESCRIBED (DOC.1)
- 25 DP271179 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED (DOC.1)
- 26 DP271179 EASEMENT FOR FIRE EGRESS AFFECTING THE WHOLE OF THE
LAND ABOVE DESCRIBED (DOC.1)

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (40 NOTIFICATIONS) (CONTINUED)

- 27 DP271179 EASEMENT FOR FIRE EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 28 DP271179 EASEMENT FOR ACCESS TO SHARED FACILITIES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1)
- 29 DP271179 EASEMENT FOR ACCESS TO SHARED FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 30 DP271179 EASEMENT FOR CONSTRUCTION AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1)
- 31 DP271179 EASEMENT FOR CONSTRUCTION APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 32 DP271179 EASEMENT FOR USE (GARBAGE COLLECTION) VARIABLE WIDTH LIMITED IN STRATUM APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC. 1)
- 33 DP271179 RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 34 DP271179 RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 35 DP271179 RESTRICTION(S) ON THE USE OF LAND (DOC.1)
- 36 DP271179 EASEMENT FOR PUBLIC ACCESS AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 37 DP271179 EASEMENT FOR USE OF LOADING DOCK VARIABLE WIDTH LIMITED IN STRATUM APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.1)
- 38 SP98432 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP98432
- 39 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
- 40 DP1279047 EASEMENT FOR USE AND ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

- SP98432 NOTE: REGISTERED 12.10.2018. LOT 3 SUBDIVIDED INTO LOTS 1-36 AND COMMON PROPERTY IN SP98432
- SP98433 NOTE: REGISTERED 12.10.2018. LOT 4 SUBDIVIDED INTO LOTS 1-59 AND COMMON PROPERTY IN SP98433
- SP98434 NOTE: REGISTERED 12.10.2018. LOT 5 SUBDIVIDED INTO LOTS 1-40 AND COMMON PROPERTY IN SP98434
- DP271179 NOTE: REGISTERED 8.7.2019 LOT 6 SUBDIVIDED INTO LOTS 7-10 IN DP271179
- SP98608 NOTE: REGISTERED 8/07/2019. LOT 7 SUBDIVIDED INTO LOTS 1-69 AND COMMON PROPERTY IN SP98608

END OF PAGE 3 - CONTINUED OVER

FOLIO: 1/271179

PAGE 4

NOTATIONS (CONTINUED)

SP98609 NOTE: REGISTERED 09.07.2019. LOT 8 SUBDIVIDED INTO LOTS 1-69
AND COMMON PROPERTY IN SP98609

DP271179 NOTE: REGISTERED 4.10.2019 SUBDIVIDES LOT 9 INTO LOTS 11-14
IN DP271179

SP99752 NOTE: REGISTERED 8.10.2019. SUBDIVIDES LOT 12 IN DP271179
INTO LOTS 1-85 AND COMMON PROPERTY IN SP99752

SP99753 NOTE: REGISTERED 08/10/2019. SUBDIVIDES LOT 11 IN DP271179
INTO LOTS 1-107 AND COMMON PROPERTY IN SP99753

DP271179 NOTE: REGISTERED 30.3.2022 CONVERSION LOT 2 DP271179 INTO
ASSOCIATION PROPERTY

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

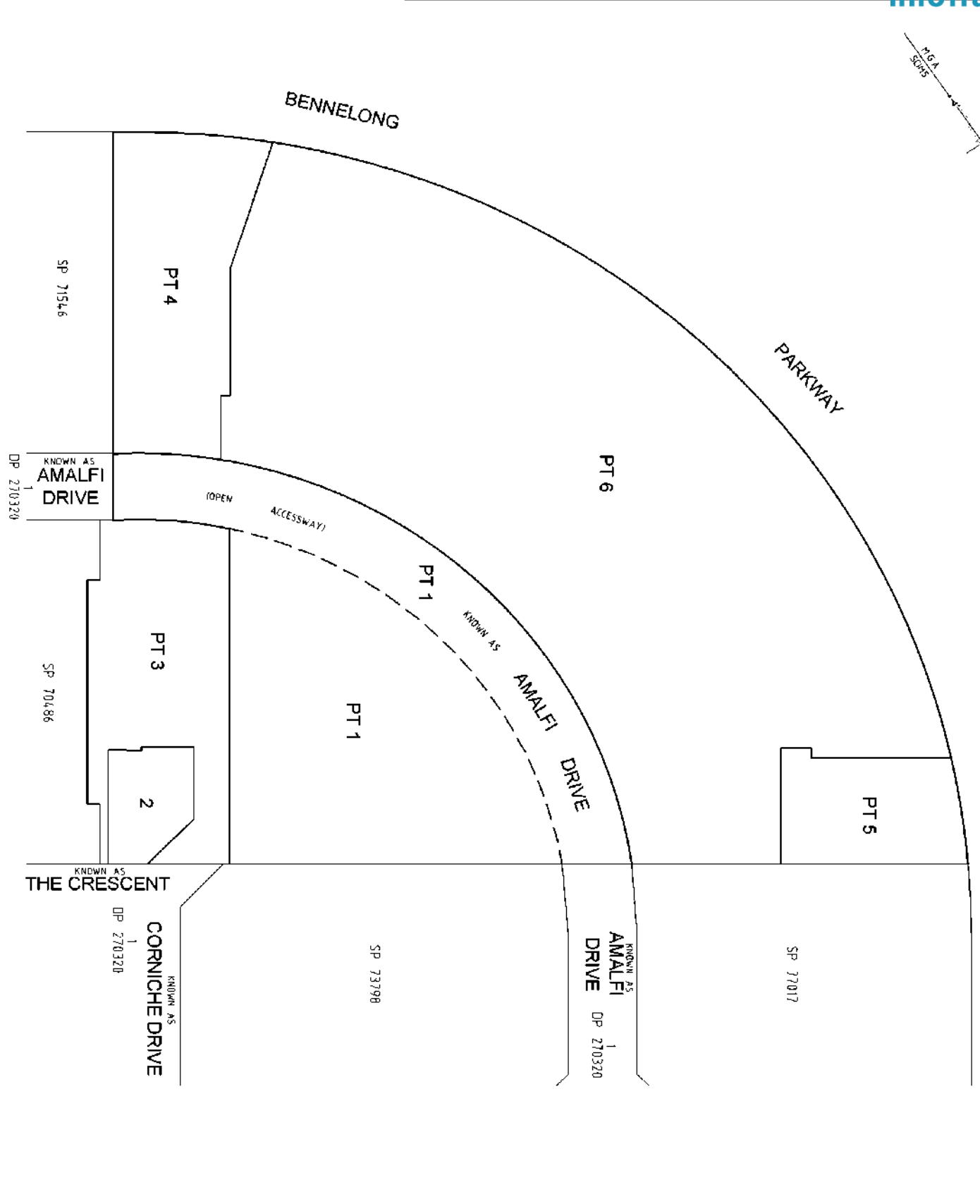
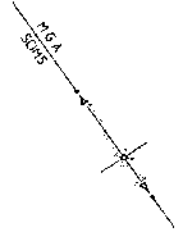
23476

PRINTED ON 18/6/2024

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

LOCATION DIAGRAM
REDUCTION RATIO 1:600

HILL ROAD



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

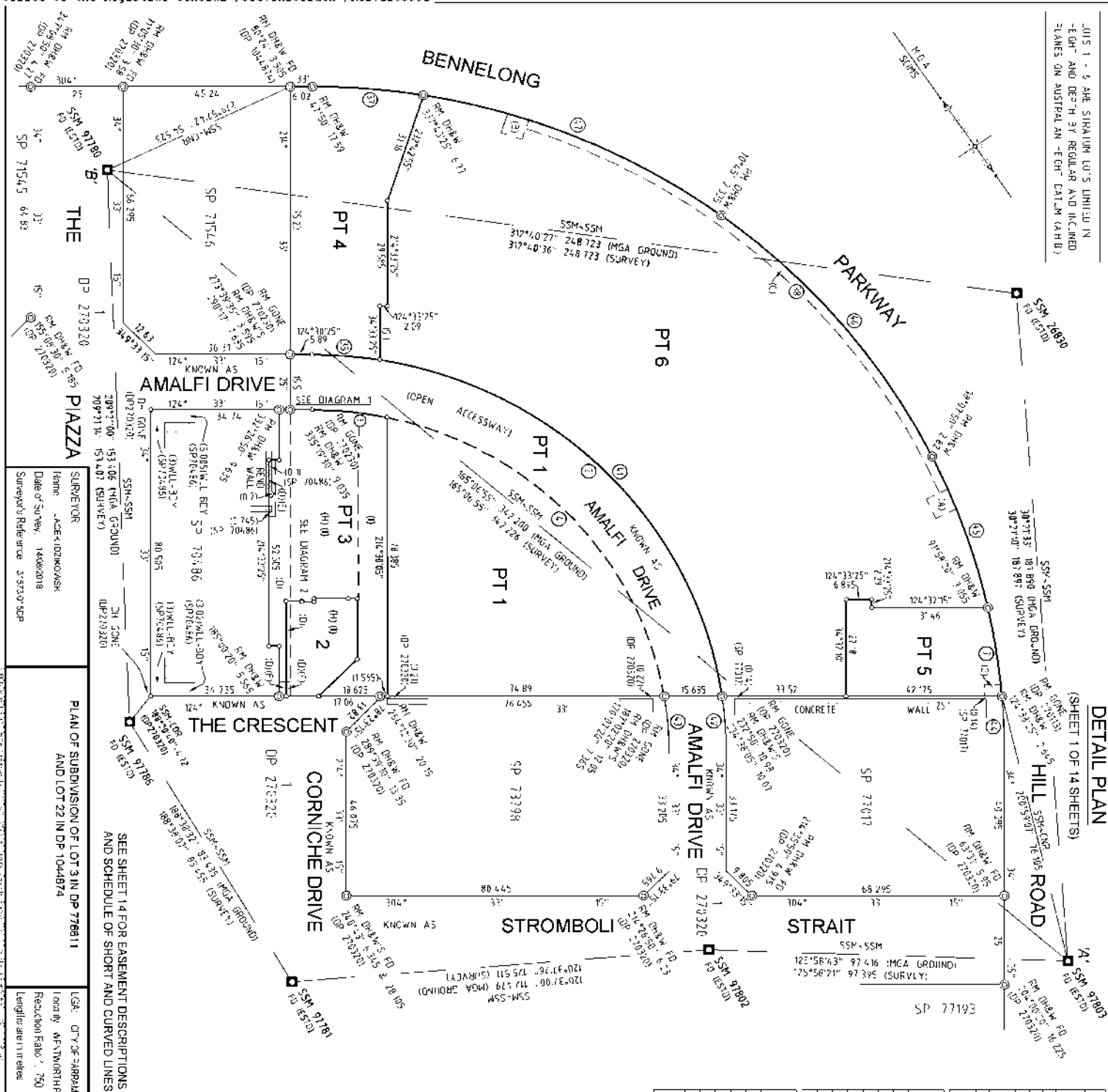
SCHEDULE OF CHANGES TO THE SCHEME

LOT No.	DETAILS	SHEET No.
3	SP98432	
4	SP98433	
5	SP98434	
6	SUBDIVIDED INTO LOTS 7-10	22-45
7	SP98606	
8	SP98609	
9	SUBDIVIDED INTO LOTS 11-14	46-73
11	SP98753	
12	SP98752	
2	CONVERTED TO ASSOCIATION PROPERTY	74, 164-214

Subdivision certificate no.: SC71792018
 Date: 14/09/2018
 Surveyor: JACZEK DZIKOWSKI
 Surveyors ref: 31573-01SDP
 Registered: 11.10.2018
 COMMUNITY/PRESERVE/PLANNING/RESERVE PLAN
DP271179

THIS PLAN IS A SHARE STRAIGHT LOT'S UNIT IN
 THE "HILL" AND DEPT BY REGULAR AND INCORPORATED
 PLANES ON AUSTRALIAN "HILL" CATHOLIC (A.H.D.1)

DETAIL PLAN
 (SHEET 1 OF 14 SHEETS)



PLAN OF SUBDIVISION OF LOT 3 IN DP 778611 AND LOT 22 IN DP 1044874

SEE SHEET 14 FOR EASEMENT DESCRIPTIONS AND SCHEDULE OF SHORT AND CURVED LINES

LSA: CITY OF SARRABATTA
 Location: APT. TOWNHORTHPOINT
 Reduction Ratio: 1:750
 Lengths in millimetres

Registered
 11.10.2018
DP271179

COORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	ORDER	HEIGHT	STATE
SSM 97883	321 332 632	6256 327 189	R	2	SCMS	FOUNT
SSM 97882	321 276 806	6256 258 509	R	2	SCMS	FOUNT
SSM 97781	321 812 633	6256 375 529	C	3	SCMS	FOUNT
SSM 97780	321 797 096	6256 382 527	C	3	SCMS	FOUNT
SSM 97804	321 526 004	6255 389 622	C	3	SCMS	FOUNT

DATE OF SCMS CORRECTIONS: 13-12-2018
 COMBINED SCALE FACTOR: 0.9998888

HEIGHT SCHEDULE

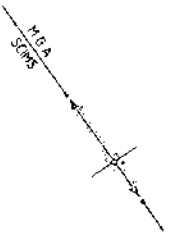
MARK	AND VALUE	CLASS	ORDER	HEIGHT DATUM	VALIDATION	STATE
SSM 26830	2.538	LC	L3	SCMS ADOP 30	FCAD0	
SSM 97780	3.505	LC	L3	SCMS LATUM VALIDATION	FCAD0	
SSM 97781	5.399	LC	L3	SCMS LATUM VALIDATION	FCAD0	
SSM 97786	6.073	LC	L3	SCMS LATUM VALIDATION	FCAD0	
SSM 97802	5.606	LC	L3	SCMS LATUM VALIDATION	FCAD0	
SSM 97883	2.615	LC	L3	SCMS LATUM VALIDATION	FCAD0	

DATE OF SCMS A.M.E. VALUES: 19-12-2018
 HEIGHT DATUM: AHD01

HEIGHT DIFFERENTIAL SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	PET-OD
SSM 97883	SSM 97882	-1.566	TRICONGRUPIC HEIGHTING
SSM 97882	SSM 97786	1.208	TRICONGRUPIC HEIGHTING
SSM 97781	SSM 97786	0.279	TRICONGRUPIC HEIGHTING
SSM 97786	SSM 97802	1.568	TRICONGRUPIC HEIGHTING
SSM 97780	SSM 26830	1.565	TRICONGRUPIC HEIGHTING
SSM 26830	SSM 97883	0.916	TRICONGRUPIC HEIGHTING

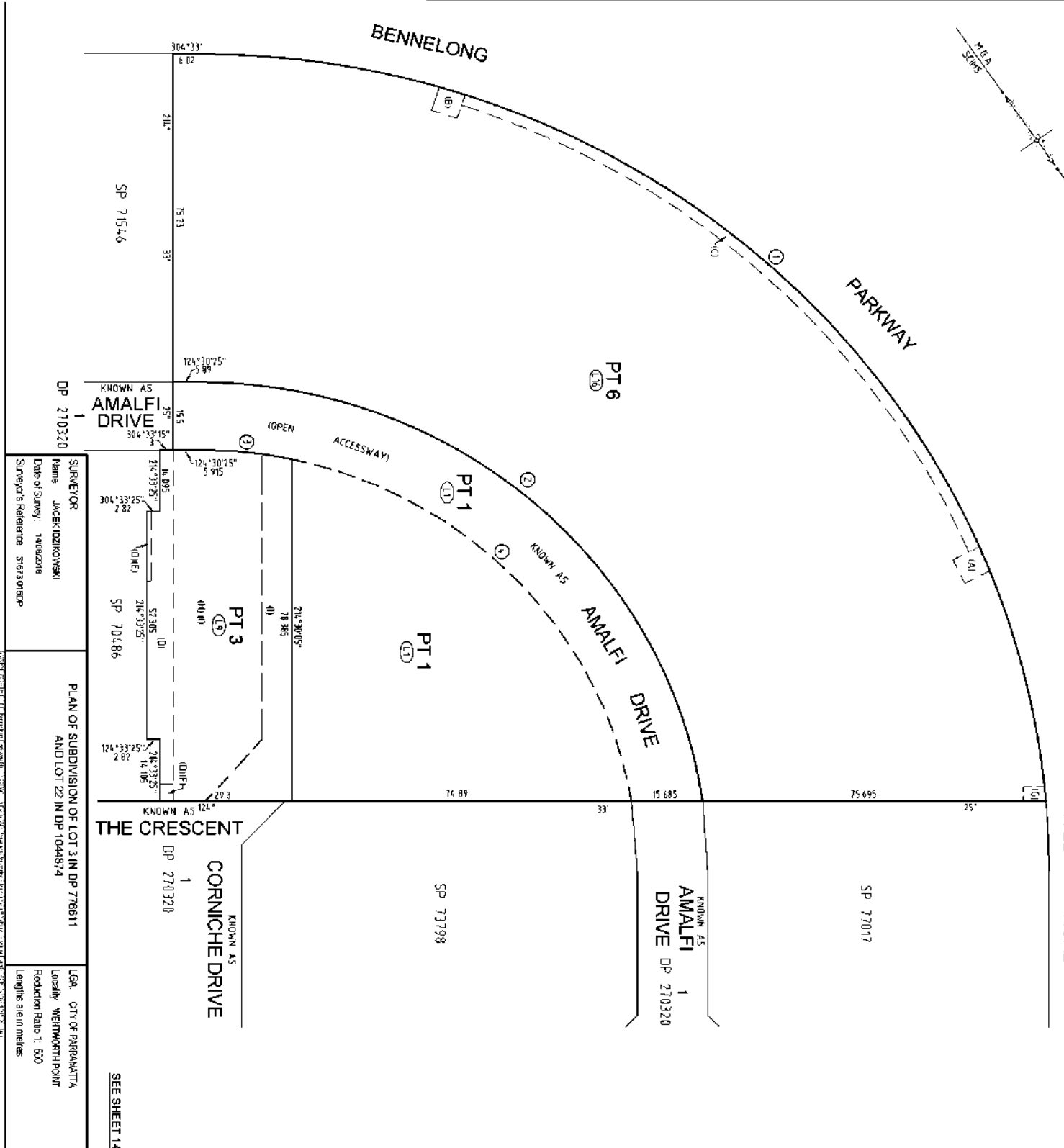
HE (GAT DATUM AHD01)



DETAIL PLAN
 (SHEET 2 OF 14 SHEETS)
BASEMENT LEVEL 1 & BELOW

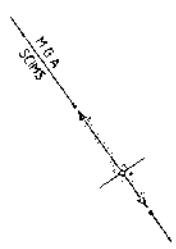
SCHEDULE OF AREAS
 (BASEMENT 1 & BELOW)

LOT	NO OF PARTS	TOTAL AREA (m ²)
1	2	6547.9
2	0	-
3	1	2488.9
4	0	-
5	0	-
6	1	6427.2



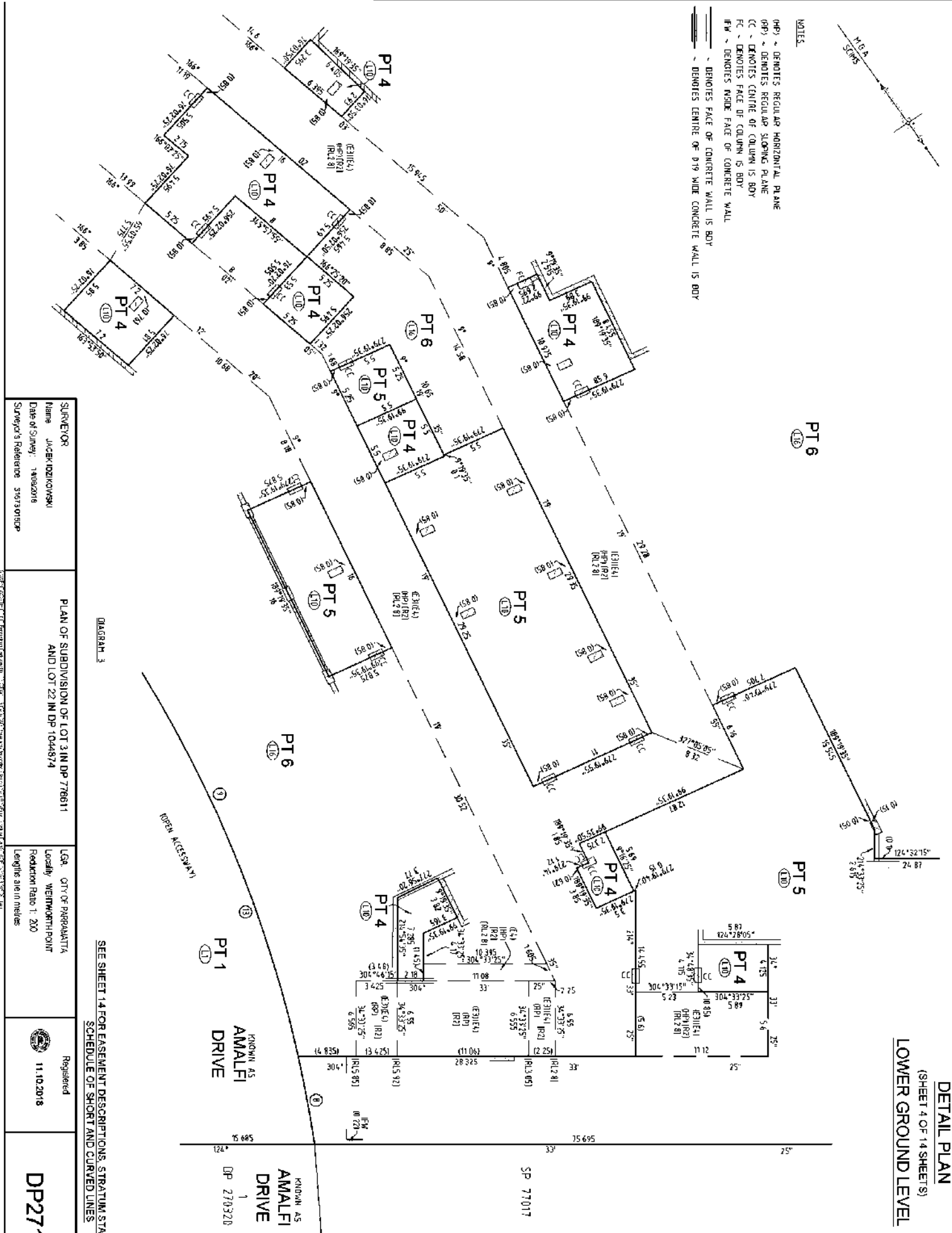
SEE SHEET 14 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR Name: JACEK DZIKOWSKI Date of Survey: 7/10/2018 Surveyor's Reference: 31673075DP	PLAN OF SUBDIVISION OF LOT 3 IN DP 776811 AND LOT 22 IN DP 1044874	LSA, CITY OF PARRAMATTA Locality: WESTMOUTH POINT Reduction Ratio: 1: 600 Lengths are in metres	Registered 11.10.2018	DP271179
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NOTES

- (HP) ~ DENOTES REGULAR HORIZONTAL PLANE
- (RP) ~ DENOTES REGULAR SLOPING PLANE
- CC ~ DENOTES CENTRE OF COLUMN IS BODY
- FW ~ DENOTES WIDE FACE OF CONCRETE WALL
- ~ DENOTES INSIDE FACE OF CONCRETE WALL
- ~ DENOTES CENTRE OF 019 WIDE CONCRETE WALL IS BODY



DETAIL PLAN
 (SHEET 4 OF 14 SHEETS)
LOWER GROUND LEVEL

DIAGRAM 3

SEE SHEET 14 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR
 Name: JACEK DZIKOWSKI
 Date of Survey: 14/02/2018
 Surveyor's Reference: 31673015CP

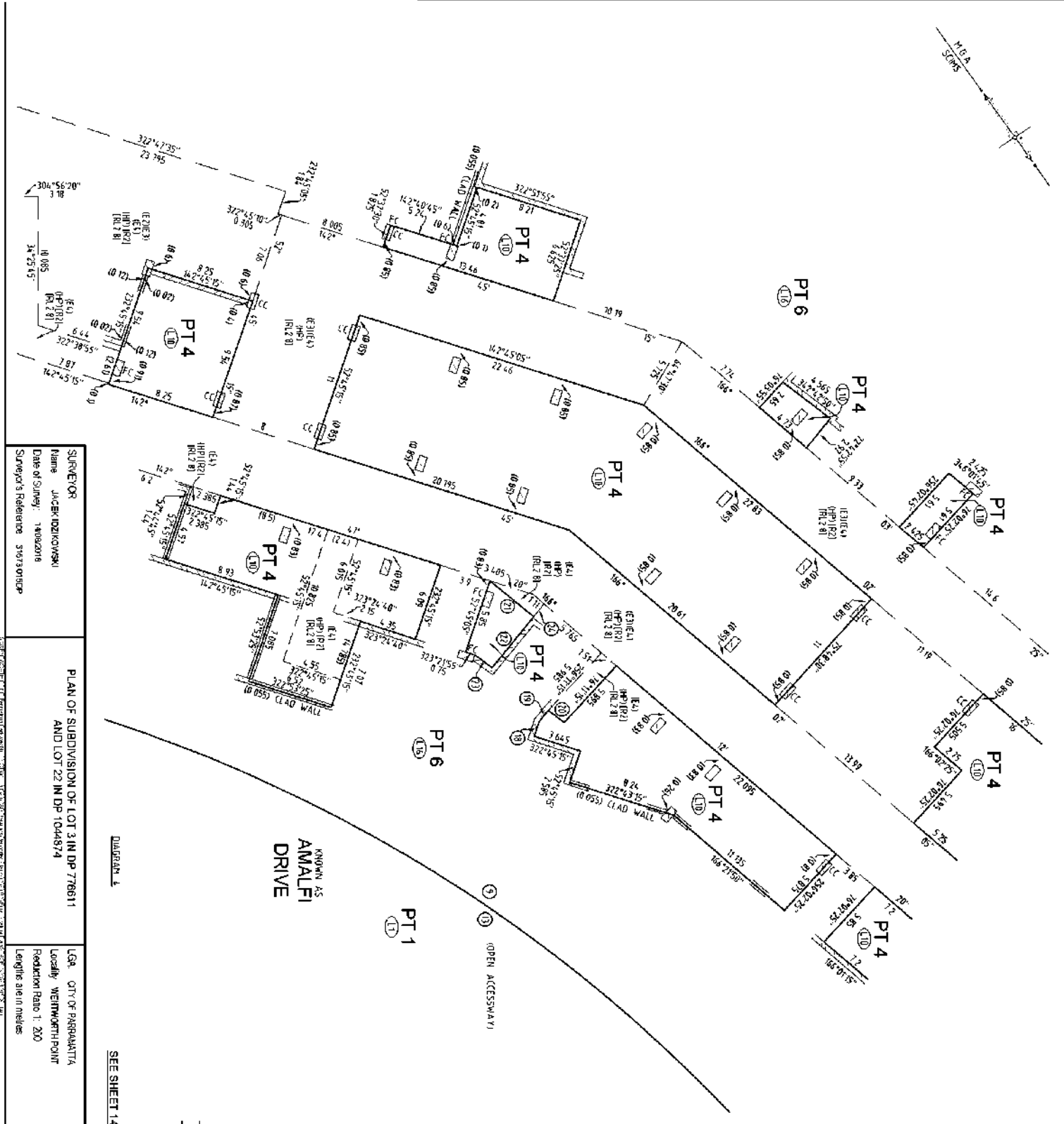
PLAN OF SUBDIVISION OF LOT 3 IN DP 776811
 AND LOT 22 IN DP 1044874

LSA, CITY OF PARRAMATTA
 Locality: WESTMORHPPOINT
 Reduction Ratio: 1: 200
 Lengths in m (metres)

Registered
 11.10.2018

DP271179

DP271179_1 of 21 (sheet5) - 14/02/2018 - 10:25:35 AM - Jacek Dzikowski - 31673015CP - 1:200 - 10:25:35 AM



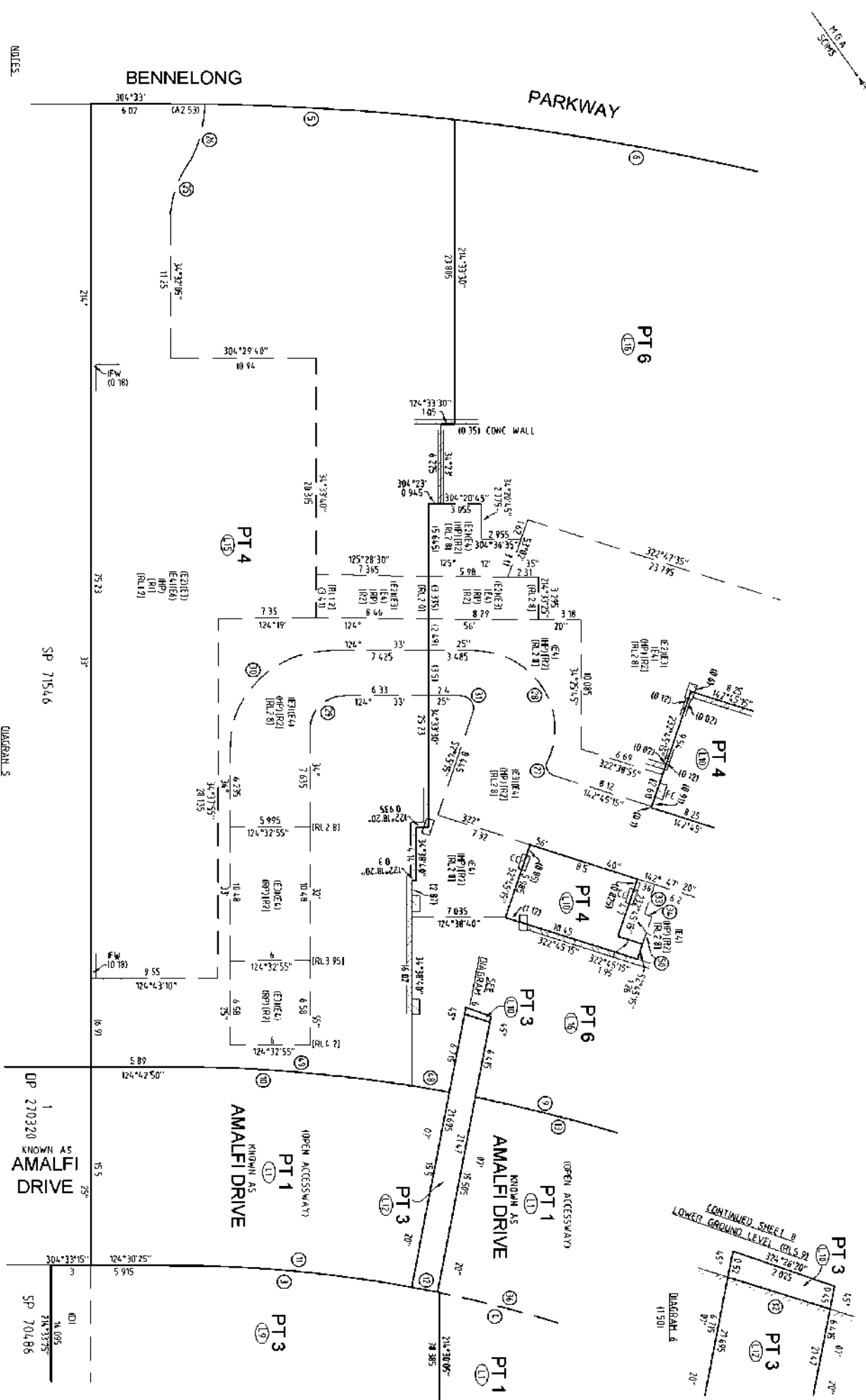
DETAIL PLAN
 (SHEET 6 OF 14 SHEETS)
LOWER GROUND LEVEL

- NOTES**
- HP - DENOTES REGULAR HORIZONTAL PLANE
 - C - DENOTES CENTRE OF COLUMN IS BOY
 - FC - DENOTES FACE OF COLUMN IS BOY
 - DENOTES FACE OF CONCRETE WALL IS BOY
 - - - DENOTES CENTRE OF 0.19 WIDE CONCRETE WALL UNLESS NOTED OTHERWISE IS BOY

SEE SHEET 14 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

<p>SURVEYOR Name: JACEK DZIKOWSKI Date of Survey: 14/09/2018 Surveyor's Reference: 31673010PC</p>	<p>PLAN OF SUBDIVISION OF LOT 3 IN DP 776811 AND LOT 22 IN DP 1044874</p>	<p>LSA, CITY OF PARRAMATTA Locality: WESTMORHPPOINT Reduction Ratio: 1:200 Lengths in metres</p>	<p>Registered 11.10.2018</p>	<p>DP271179</p>
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DETAIL PLAN
 (SHEET 8 OF 14 SHEETS)
LOWER GROUND LEVEL



- NOTES:**
- HP1 ~ DENOTES REGULAR HORIZONTAL PLANE
 - HP1 ~ DENOTES REGULAR SLOPING PLANE
 - CC ~ DENOTES CENTRE OF COLUMN IS BOLT
 - FW ~ DENOTES INSIDE FACE OF CONCRETE WALL
 - ~ DENOTES FACE OF CONCRETE WALL IS BOLT
 - ~ DENOTES CENTRE OF 0.19 WIDE CONCRETE WALL IS BOLT

SURVEYOR	JACEN DZIKOWSKI
Name	JACEN DZIKOWSKI
Date of Survey	7/10/2018
Surveyor's Reference	316730103P

PLAN OF SUBDIVISION OF LOT 3 IN DP 776811 AND LOT 22 IN DP 1044874
QUADRANT S
SP 71546

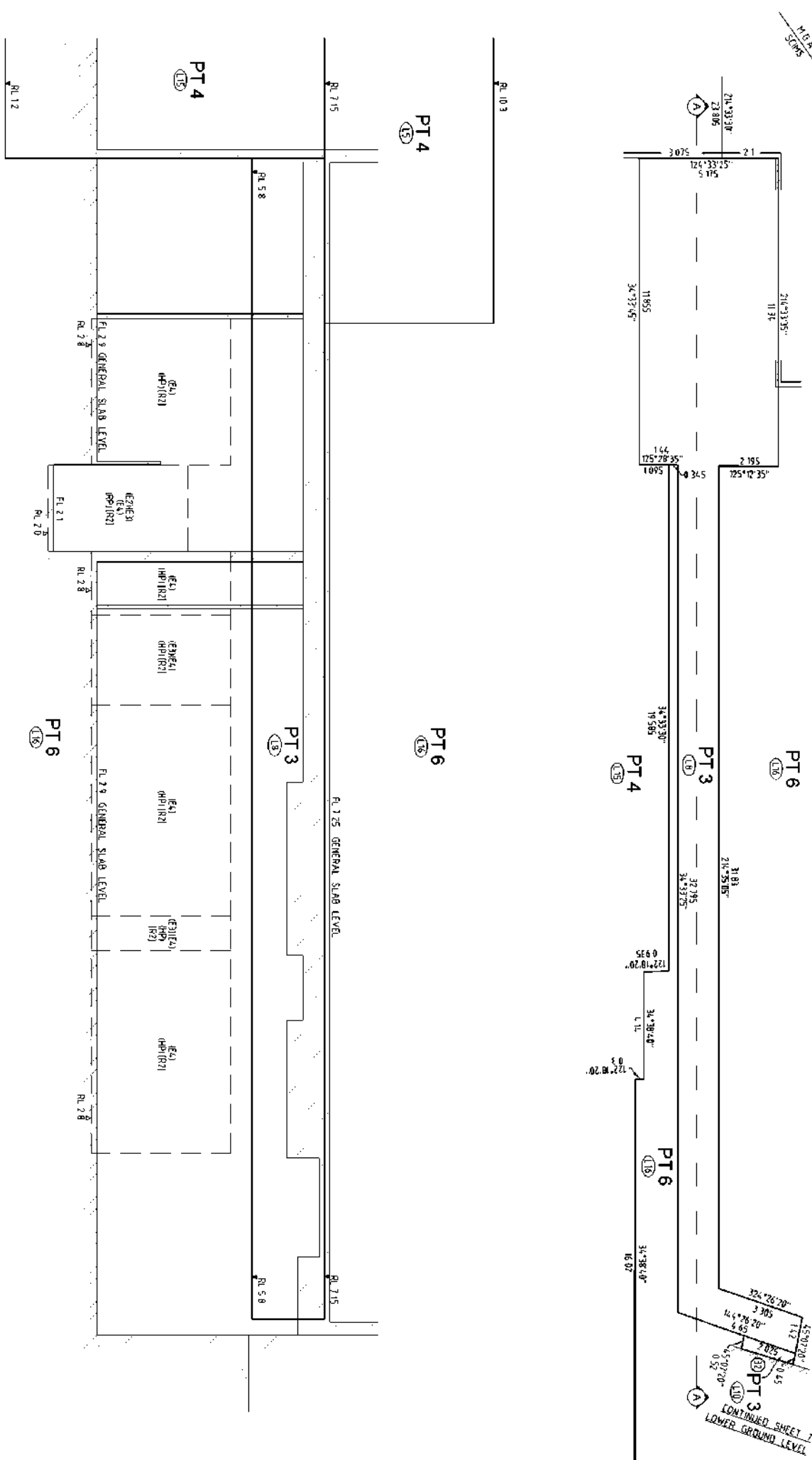
LSA, CITY OF PARRAMATTA
Locality WESTMORHPPOINT
Reduction Ratio 1: 200
Lengths in metres

Registered
11.10.2018

DP 270320
KNOWN AS AMALFI DRIVE
DP 70486
SP 70486

SEE SHEET 14 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

DETAIL PLAN
 (SHEET 7 OF 14 SHEETS)
LOWER GROUND LEVEL (RL.5.9)



NOTES:
 FL - DENOTES FLOOR LEVEL
 HPL - DENOTES REGULAR HORIZONTAL PLANE
 RPL - DENOTES REGULAR SLOPING PLANE
 V DENOTES EASTMENT LEVEL
 T DENOTES BOUNDARY LEVEL
 C DENOTES FACE OF CONCRETE WALL IS 00Y
 G DENOTES CENTRE OF 0.19 WIDE CONCRETE WALL IS 00Y

SECTION 'A.-A'
 (HORIZ 1:100 - VERT 1:50)

SEE SHEET 14 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR	JACEK DZIKOWSKI
Date of Survey	14/09/2018
Surveyor's Reference	31673018CP

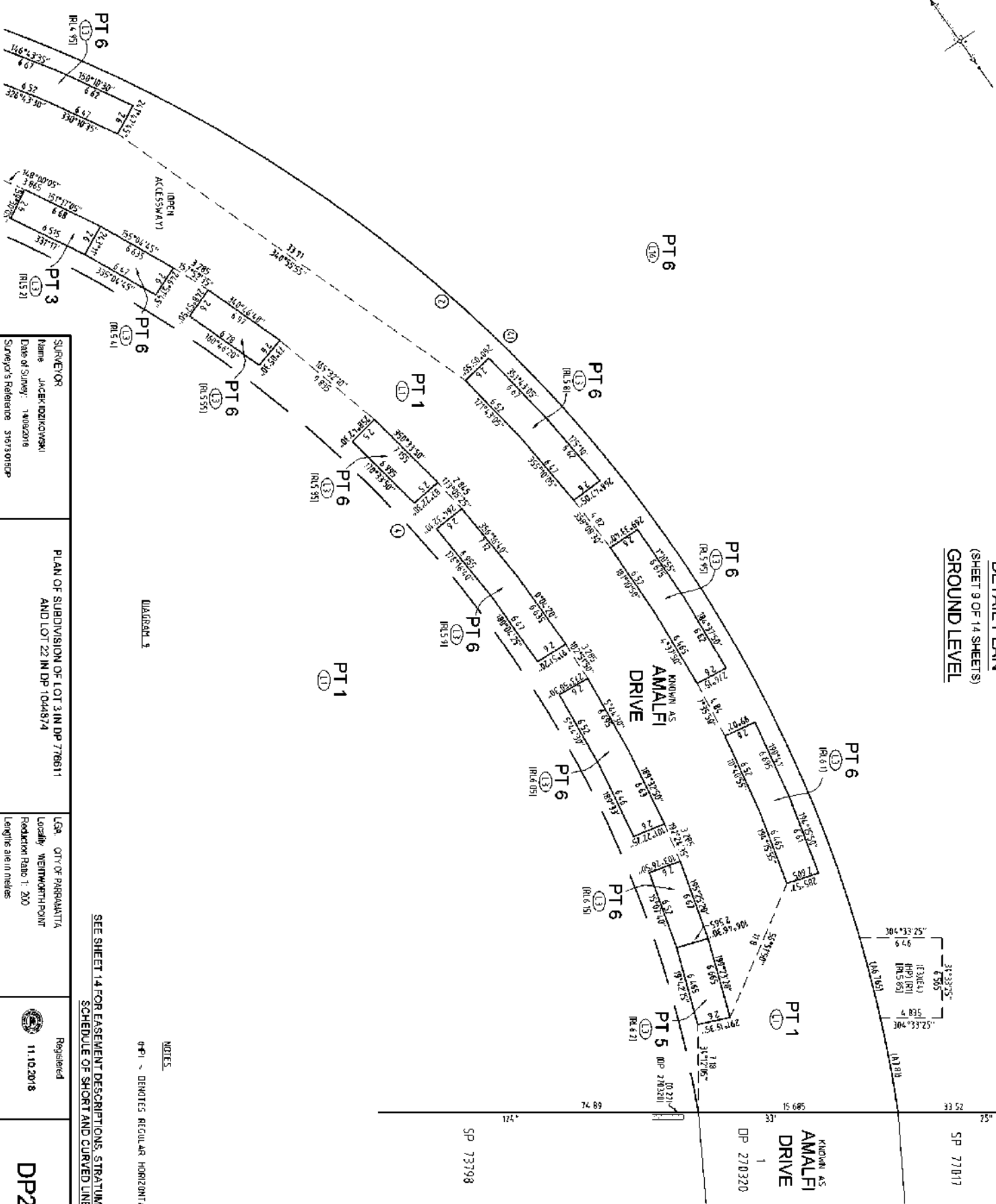
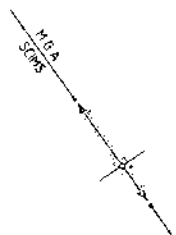
PLAN OF SUBDIVISION OF LOT 3 IN DP 776611 AND LOT 22 IN DP 1044874

LSA, CITY OF PARRAMATTA
Locality: WESTMORHPPOINT
Reduction Ratio: 1:100
Lengths in metres

Registered
11.10.2018

DP271179

DETAIL PLAN
(SHEET 9 OF 14 SHEETS)
GROUND LEVEL



SURVEYOR	JACEK DZIKOWSKI
Date of Survey	7/10/2018
Surveyor's Reference	31673075DP

PLAN OF SUBDIVISION OF LOT 3 IN DP 776611
AND LOT 22 IN DP 1044874

LSA	CITY OF PARRAMATTA
Locality	WESTMARTHPOINT
Reduction Ratio	1: 200
Lengths are in metres	



DP271179

QUADRANT 5

SEE SHEET 14 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

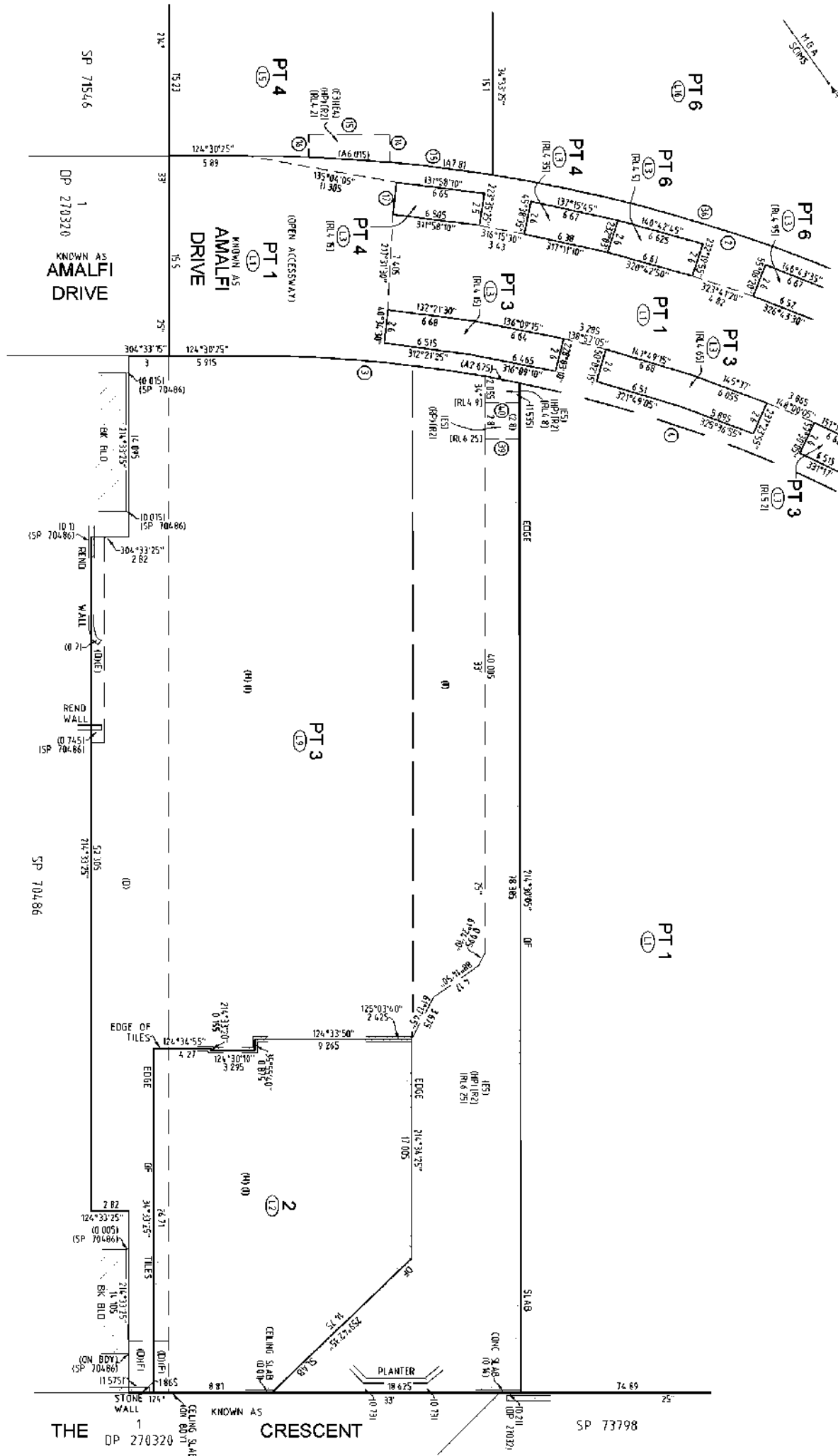
NOTES
 ① - DENOTES REGULAR HORIZONTAL PLANE

SP 73798

DP 270320

SP 77617

DETAIL PLAN
 (SHEET 9 OF 14 SHEETS)
GROUND LEVEL



NOTES:

- HP1 - DENOTES REGULAR HORIZONTAL PLANE
- HP2 - DENOTES REGULAR SLOPING PLANE
- DENOTES CENTRE OF 0.75 WIDE CONCRETE WALL 15 B0Y

DIAGRAM 10

SEE SHEET 14 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

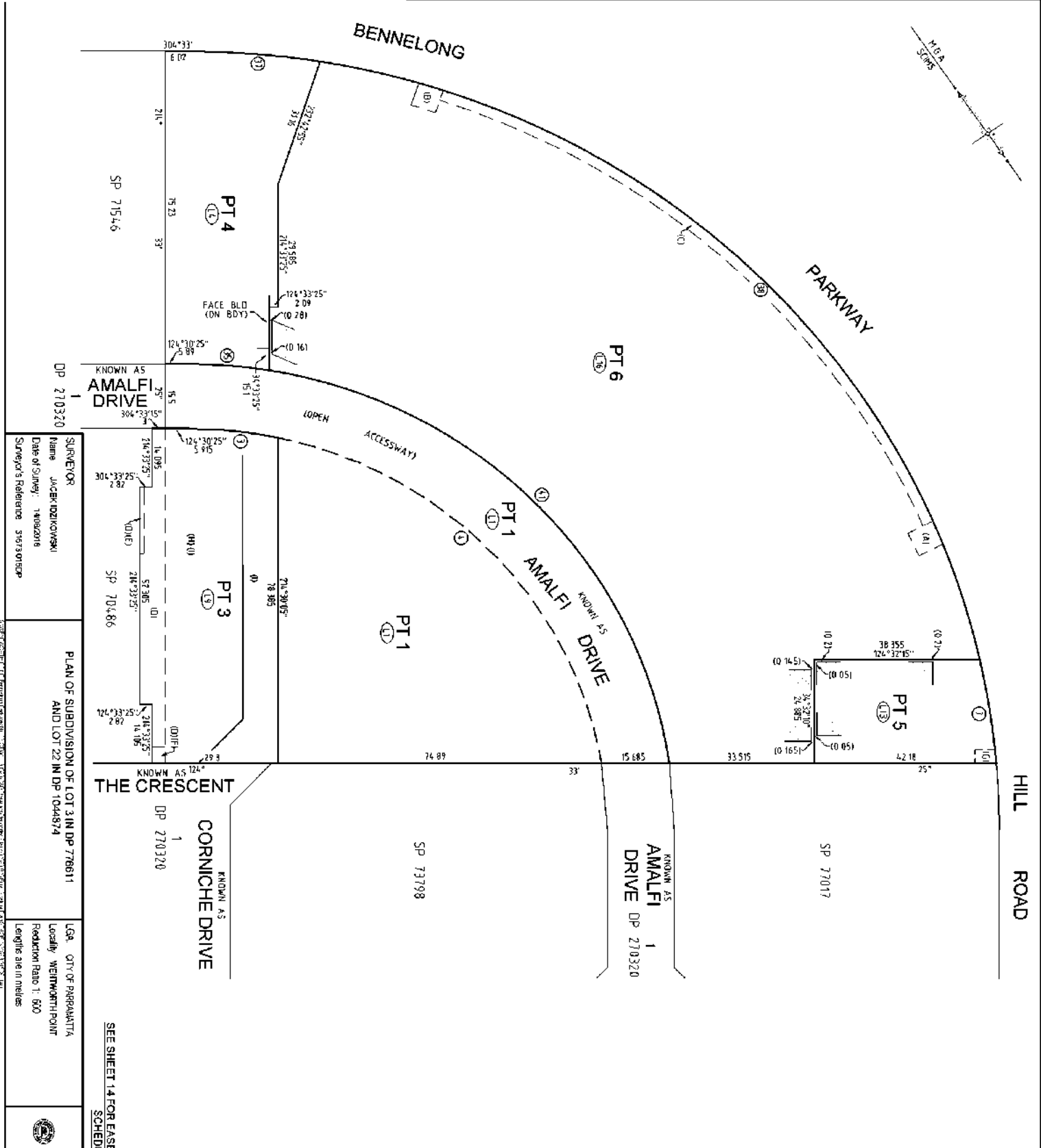
SURVEYOR	JACEK DZIKOWSKI
Name	JACEK DZIKOWSKI
Date of Survey	7/10/2018
Surveyor's Reference	31673015CP

PLAN OF SUBDIVISION OF LOT 3 IN DP 776611 AND LOT 22 IN DP 1044874

LSA, CITY OF PARRAMATTA
Locality: WESTMORHPUNT
Reduction Ratio: 1: 200
Lengths are in metres

Registered
11.10.2018

DP271179



SCHEDULE OF AREAS
(LEVEL 1 - 6)

LOT	NO OF PARTS	TOTAL AREA (m ²)
1	2	6547.9
2	0	-
3	1	2488.9
4	1	2107
5	1	1009.5
6	1	13815.7

DETAIL PLAN
(SHEET 11 OF 14 SHEETS)
LEVEL 1 - 6

SURVEYOR
Name: JACEK DZIKOWSKI
Date of Survey: 14/09/2018
Surveyor's Reference: 31673018DP

PLAN OF SUBDIVISION OF LOT 3 IN DP 776911 AND LOT 22 IN DP 1044874

USA, CITY OF PARAPARRA
Locality: WESTWORTHPOINT
Reduction Ratio: 1: 600
Lengths in metres

Registered
11.10.2018

DP271179

SEE SHEET 14 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

DETAIL PLAN
(SHEET 13 OF 14 SHEETS)
STRATUM STATEMENTS, EASEMENT DESCRIPTIONS AND SCHEDULE OF SHORT & CURVED LINES

SCHEDULE OF STRATUM STATEMENTS

STRATUM NO	LIMITED IN DEPTH	LIMITED IN HEIGHT
L1	UNLIMITED IN DEPTH AND HEIGHT EXCEPT AS LIMITED BY LOTS 3, 4, 5 AND 6 AS DEFINED ON THIS PLAN	
L2	6.28 (0.1 BELOW GENERAL SLAB LEVEL AT GF)	10.36 (0.1 BELOW GENERAL SLAB LEVEL OF L2)
L3	RLS SHOWN	3 ABOVE
L4	10.3 (0.1 BELOW GENERAL SLAB LEVEL OF L2)	UNLIMITED
L5	7.5 (0.1 BELOW GENERAL SLAB LEVEL OF GF)	10.3 (0.1 BELOW GENERAL SLAB LEVEL OF L2)
L7	2.8 (0.1 BELOW GENERAL SLAB LEVEL OF LG)	5.8 (1.3 ABOVE)
L8	5.8 (0.1 BELOW GENERAL SLAB LEVEL OF LG)	7.5 (0.1 BELOW GENERAL SLAB LEVEL OF GF)
L9	UNLIMITED IN DEPTH AND HEIGHT EXCEPT AS LIMITED BY LOT 2 AS DEFINED ON THIS PLAN	
L10	2.8 (0.1 BELOW GENERAL SLAB LEVEL OF LG)	7.5 (0.1 BELOW GENERAL SLAB LEVEL OF GF)
L12	2.8 (0.1 BELOW GENERAL SLAB LEVEL OF LG)	4 (1.2 ABOVE)
L13	10.3 (0.1 BELOW GENERAL SLAB LEVEL OF L2)	31.65 (0.2 BELOW GENERAL ROOF LEVEL)
L14	31.65 (0.2 BELOW GENERAL ROOF LEVEL)	UNLIMITED
L15	1.2 (0.1 BELOW GENERAL SLAB LEVEL OF LG)	7.5 (0.1 BELOW GENERAL SLAB LEVEL OF GF)
L16	UNLIMITED IN DEPTH AND HEIGHT EXCEPT AS LIMITED BY LOTS 3, 4 AND 5 AS DEFINED ON THIS PLAN	

- EXISTING EASEMENTS:**
- (A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE (DP 1243504)
 - (B) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE (DP 1243504)
 - (C) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.5 WIDE (DP 1243504)
 - (D) EASEMENT FOR ACCESS (DP 1044874)
 - (E) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 1 WIDE (DP 1053772)
 - (F) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 3 WIDE (DP 1053772)
 - (G) EASEMENT FOR ELECTRICITY PURPOSES 3.3 WIDE (DP 1076024)
 - AND RIGHT OF WAY 3.3 WIDE (DP 1076024)
- NEW EASEMENTS:**
- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS 1 TO 6 INCLUSIVE)
 - EASEMENT FOR SERVICES (WHOLE OF LOTS 1 TO 6 INCLUSIVE)
 - EASEMENT FOR FIRE EGRESS (WHOLE OF LOTS 1 TO 6 INCLUSIVE)
 - EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS 1 TO 6 INCLUSIVE)
 - EASEMENT FOR CONSTRUCTION (WHOLE OF LOTS 1 TO 6 INCLUSIVE)
 - RESTRICTION ON THE USE OF LAND (CAR PARKING SPACES) (WHOLE OF LOTS 1 TO 6 INCLUSIVE)
 - EASEMENT FOR PUBLIC ACCESS (WHOLE OF LOT 1)
 - (E2) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM
 - (E3) EASEMENT FOR USE (GARBAGE COLLECTION) VARIABLE WIDTH LIMITED IN STRATUM
 - (E4) RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM
 - (E5) RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM
 - (E6) EASEMENT FOR USE OF LOADING DOCK VARIABLE WIDTH LIMITED IN STRATUM

NOTE
ALL NEW EASEMENTS ARE LIMITED IN STRATUM AS SHOWN ON SCHEDULE OF EASEMENT STRATUM LEVELS

SCHEDULE OF EASEMENT STRATUM LEVELS

LIMIT CODE	LIMITED IN DEPTH	LIMITED IN HEIGHT
(R1)	RLS SHOWN	4.6 ABOVE
(R2)	RLS SHOWN	2.6 ABOVE

- (D) BENEFITED BY EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES & PITS - DP1044874
- (H) BENEFITED BY: - EASEMENT FOR SERVICES & ACCESS VAR WIDTH - SP70486
- EASEMENT FOR OPEN SPACE - SP70486
- EASEMENT FOR GARBAGE TANK - SP70486
- EASEMENT FOR IRRIGATION TANK - SP70486
- RIGHT OF FOOTWAY & EASEMENT FOR FOOTWAY CONSTRUCTION VAR WIDTH - SP70486
- EASEMENT FOR CONSTRUCTION & ACCESS - SP70486
- (I) BENEFITED BY: - EASEMENT FOR ACCESS - DP1044874
- RIGHT TO PERMIT ROCK ANCHOR - SP77017
- EASEMENT FOR AIRSPACE TO PERMIT CRANES - SP77017
- EASEMENT FOR SUPPORT OF RETAINING WALL & UNDERPINNING 0.25 WIDE - SP77017

SCHEDULE OF SHORT & CURVED LINES

No	BEARING	DISTANCE	ARC	RADIUS
1	34.7°06'20"	253.22	218.05	187.19
2	34.5°25'10"	14.75	160.035	111.935
3	130°31'55"	20.415	20.455	96.425
4	350°74.55"	108.465	115.195	96.425
5	307°49'15"	21.395	21.405	187.19
6	34.6°31'25"	217.015	231.49	187.19
7	25°48'35"	25.195	25.21	111.935
8	204°22'35"	7.81	7.81	111.935
9	169°21'40"	121.99	129.015	111.935
10	129°53'75"	21.18	21.21	111.935
11	309°54'05"	18.3	18.375	96.425
12	319°56'25"	2	2	96.425
13	351°21'35"	128.465	134.825	111.935
14	34.32°55"	2.19		
15	124.32°55"	6		
16	34.33°25"	1.795		
17	4.0°14'35"	2.5		
18	52°45'15"	1.225		
19	172°46'20"	1.085		
20	162°45'15"	1.51		
21	165°02'30"	4.315		
22	252°45'15"	5.06		
23	342°40'20"	1.6		
24	252°45'15"	1.77		
25	234°03'10"	4.485	4.54	8.52

No	BEARING	DISTANCE	ARC	RADIUS
26	228°08'25"	4.51	4.555	9.58
27	189°10'30"	1.02	1.11	0.795
28	182°54'40"	10.3	12.295	6.075
29	79°33'25"	3.755	4.085	2.6
30	79°33'25"	10.605	11.78	7.5
31	178°39'25"	1.62	1.9	1.1
32	322°26'15"	2.015	2.015	131.495
33	232°44'45"	2.445		
34	142°44'45"	0.585		
35	309°10'10"	18.38	18.4	111.935
36	350°41'45"	108.57	115.32	96.425
37	309°09'15"	30.085	30.12	187.19
38	34.7°51'25"	209.855	222.77	187.19
39	124.33°25"	2.625		
40	124.33°25"	2.625		
41	350°07'40"	192.375	141.635	111.935
42	210°28'25"	15.97	15.985	111.94
43	209°49'30"	15.985	16.005	96.44
44	32°06'50"	15.955	15.96	187.19
45	195°02'45"	4.51	4.512	187.19
46	114°26'45"	88.635	89.485	187.19
47	14°15'25"	87.36	88.17	187.19
48	134°34'40"	2.89	2.89	111.935
49	129°09"	18.3	18.32	111.935
50	232°44'45"	2.255		

SURVEYOR
Name: JACEK IDZIKOWSKI
Date of Survey: 14/08/2018
Surveyor's Reference: 31573/015DP

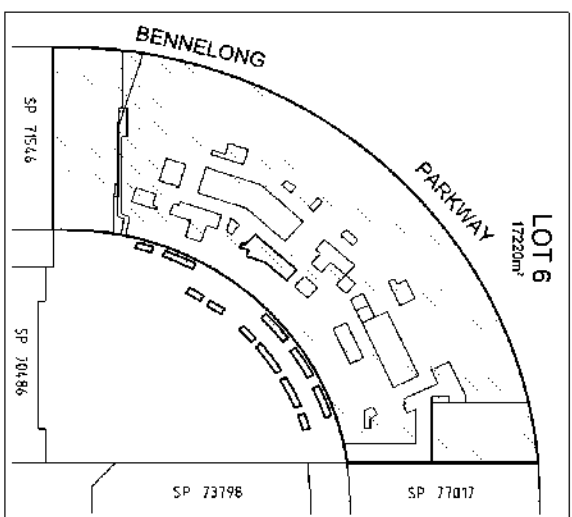
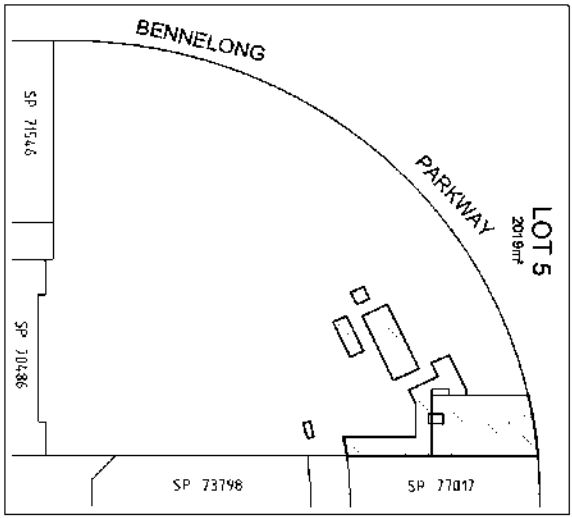
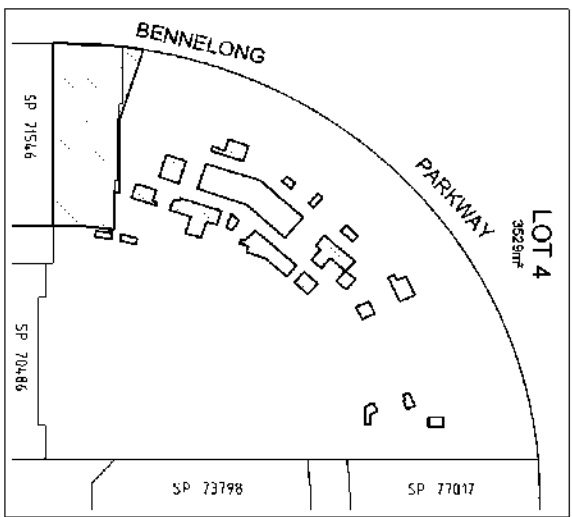
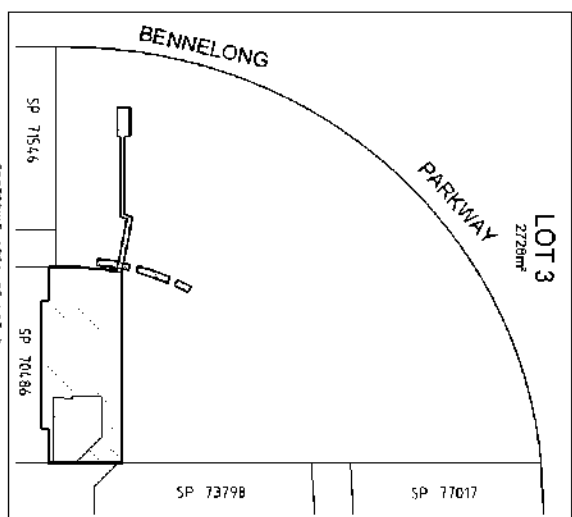
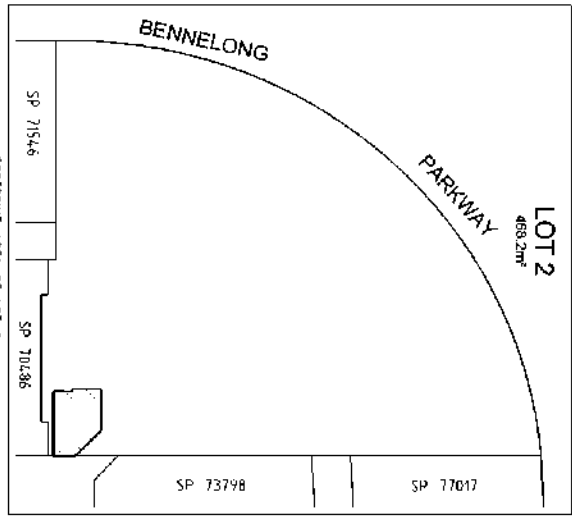
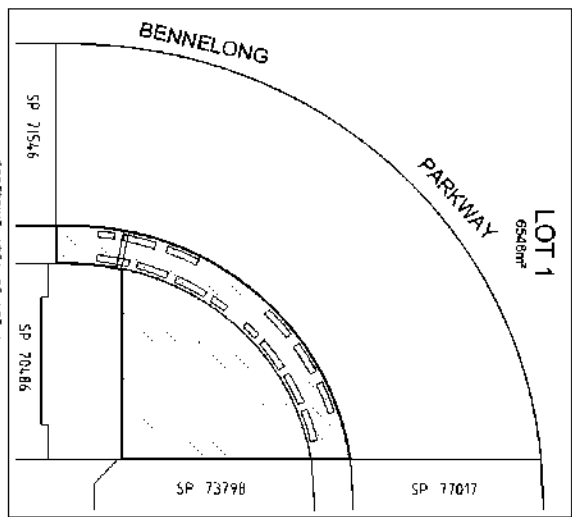
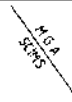
**PLAN OF SUBDIVISION OF LOT 3 IN DP 778611
AND LOT 22 IN DP 1044874**

LGA: CITY OF PARRAMATTA
Locality: WENTWORTH POINT
Reduction Ratio: 1: N/A
Lengths are in metres.

Registered
11.10.2018

DP271179

DETAIL PLAN
(SHEET 14 OF 14 SHEETS)
TOTAL LOT AREAS AND FOOTPRINT AREAS



SCHEDULE OF TOTAL AREAS

LOT	NO OF PARTS	TOTAL AREA (m ²)
1	11	32281.4
2	1	469.2
3	11	12221
4	24	9676.5
5	8	5070.4
6	16	20119.3

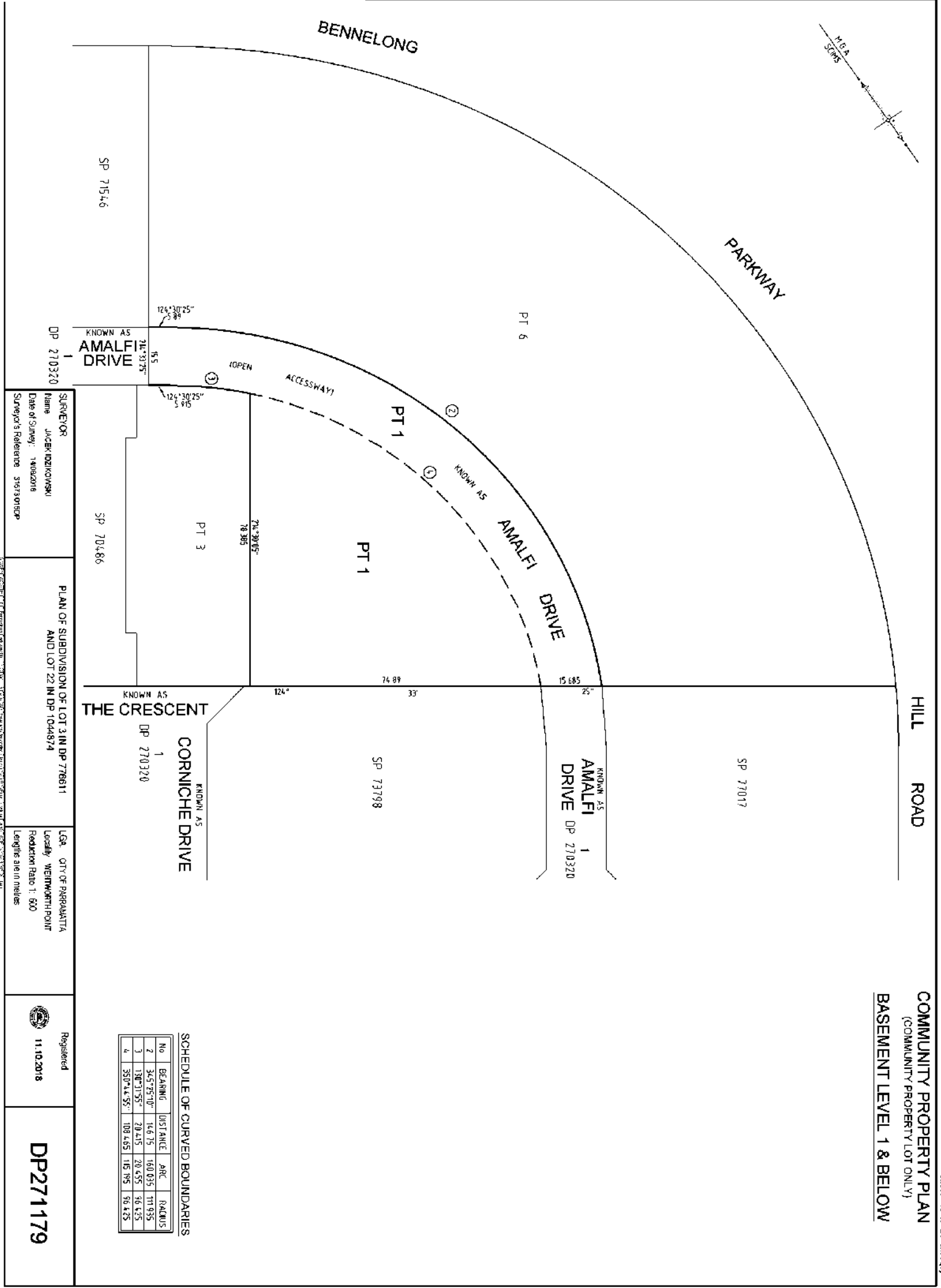
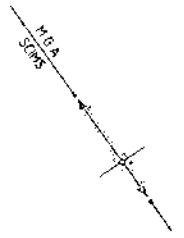
SURVEYOR
Name: JACEK DZIKOWSKI
Date of Survey: 14/09/2018
Survey's Reference: 316730150P

PLAN OF SUBDIVISION OF LOT 3 IN DP 776911 AND LOT 22 IN DP 1044874

LGA: CITY OF PARRAMATTA
Locality: WESTMORHPPOINT
Reduction Ratio: 1:1500
Lengths are in metres

Registered
11.10.2018

DP271179



COMMUNITY PROPERTY PLAN
 (COMMUNITY PROPERTY LOT ONLY)
BASEMENT LEVEL 1 & BELOW

SURVEYOR
 Name: JACEK DZIKOWSKI
 Date of Survey: 7/10/2018
 Survey's Reference: 31673018DP

PLAN OF SUBDIVISION OF LOT 3 IN DP 776611 AND LOT 22 IN DP 1044874

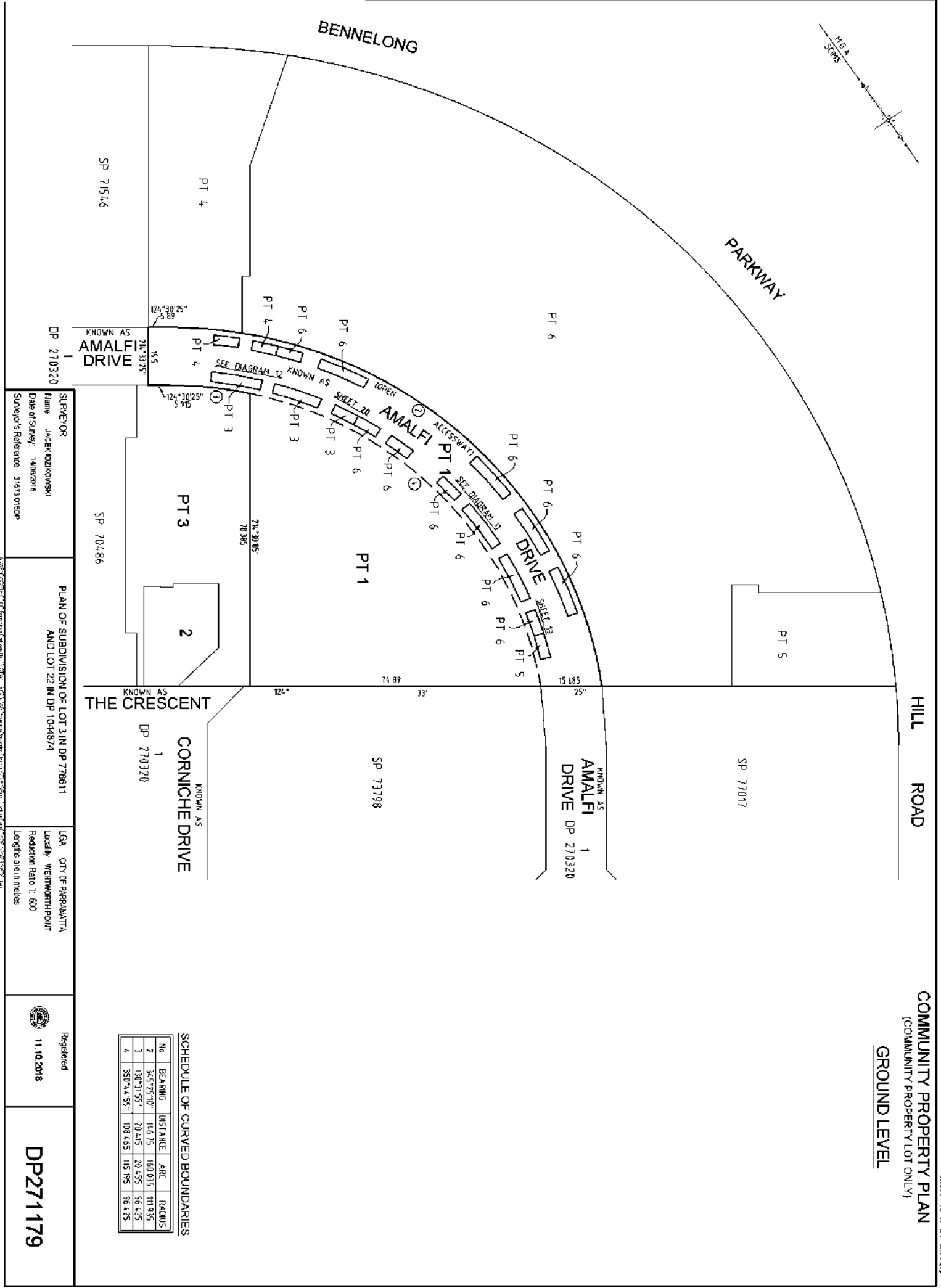
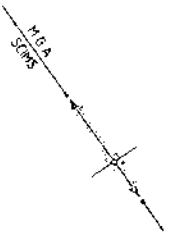
LSA, CITY OF PARRAMATTA
 Locally Determined Point
 Reduction Ratio: 1: 600
 Lengths are in metres

Registered
 11.10.2018

DP271179

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC	RADIUS
1	345°25'10"	14.675	160.035	111.035
2	130°31'55"	20.455	20.455	36.425
3	350°14'55"	108.455	115.195	96.425



COMMUNITY PROPERTY PLAN
 (COMMUNITY PROPERTY LOT ONLY)
GROUND LEVEL

SURVEYOR
 Name: JACEK DZIKOWSKI
 Date of Survey: 14/02/2018
 Surveyor's Reference: 31673015CP

PLAN OF SUBDIVISION OF LOT 3 IN DP 776611 AND LOT 22 IN DP 1044874

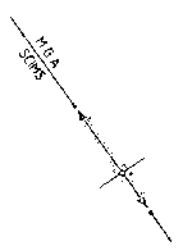
LSA, CITY OF PARRAMATTA
 Locally Determined Point
 Reduction Ratio: 1: 600
 Lengths are in metres

Registered
 11.10.2018

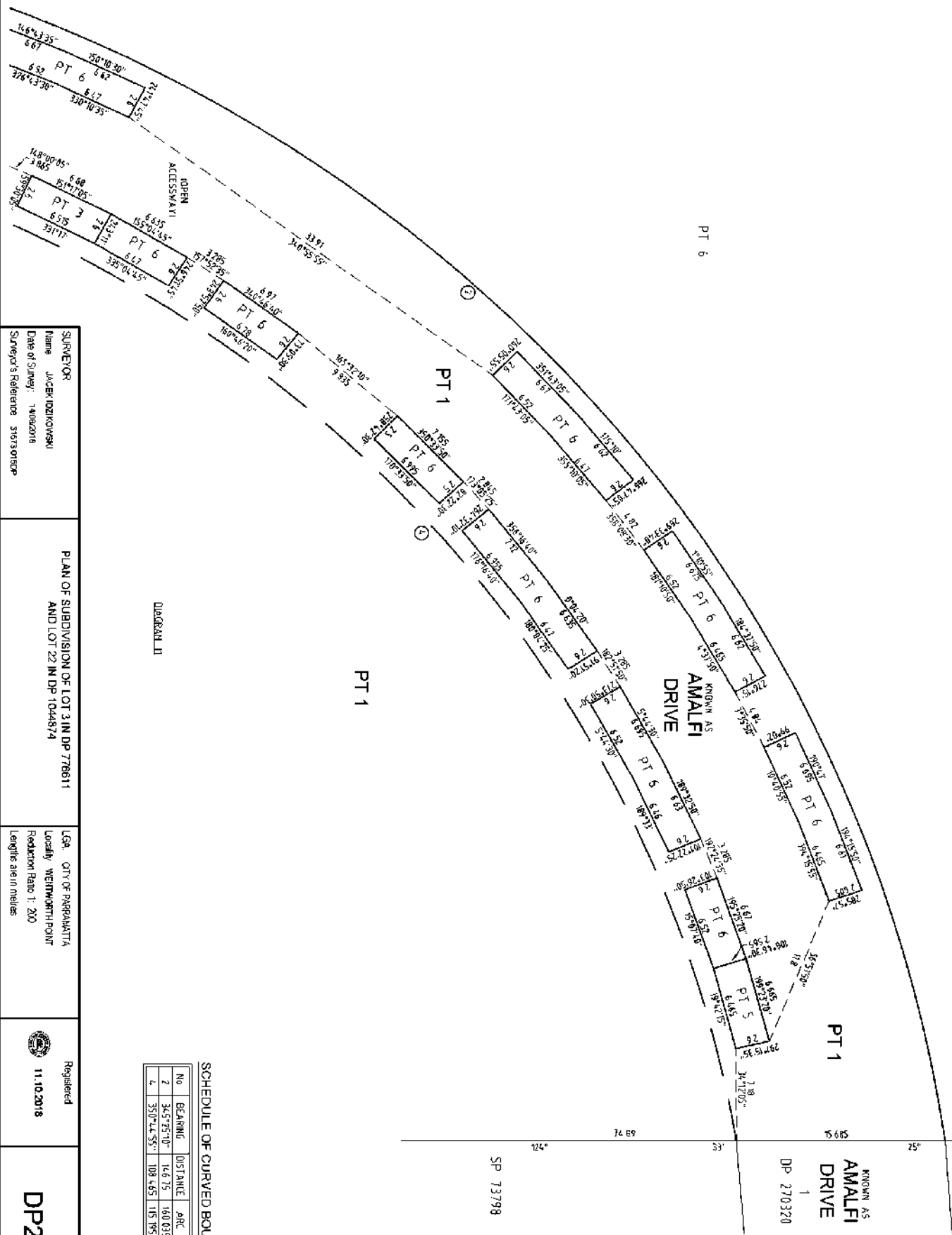
DP271179

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC	RADIUS
1	345°25'10"	14.675	160.035	111.035
2	130°31'55"	20.435	20.435	36.425
3	350°14'55"	108.465	116.195	96.425



COMMUNITY PROPERTY PLAN
(COMMUNITY PROPERTY LOT ONLY)
GROUND LEVEL



SURVEYOR
Name: JACEK DZIKOWSKI
Date of Survey: 14/08/2018
Surveyor's Reference: 31673075CP

PLAN OF SUBDIVISION OF LOT 3 IN DP 776811 AND LOT 22 IN DP 1044874

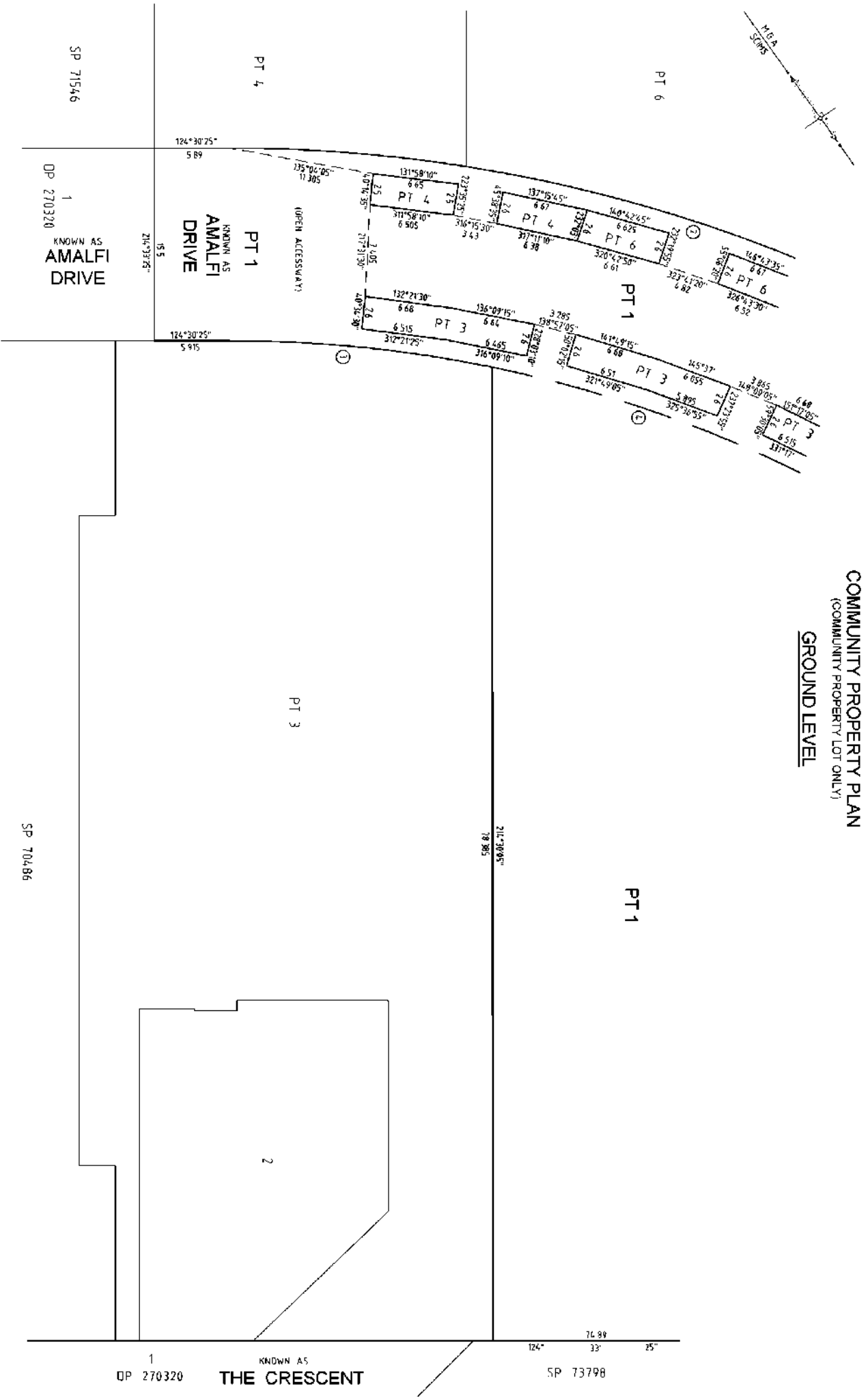
USA, CITY OF PARRAMATTA
Locality: WESTMORHPPOINT
Reduction Ratio: 1: 200
Lengths are in metres

Registered
11.10.2018

DP271179

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC	RADIUS
2	345°25'10"	14.675	160.035	111.035
7	350°24'55"	108.465	115.195	96.425



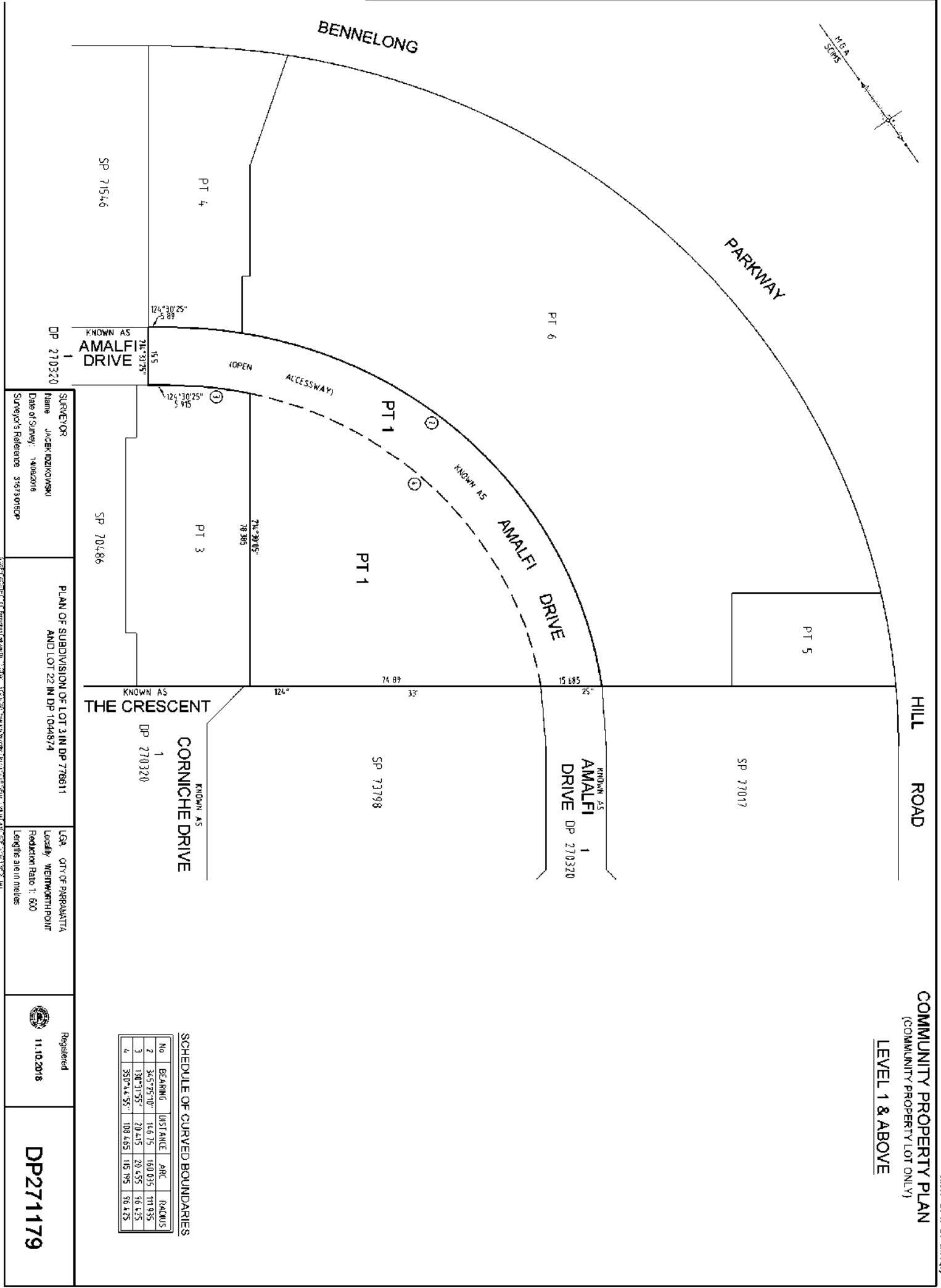
COMMUNITY PROPERTY PLAN
 (COMMUNITY PROPERTY LOT ONLY)
GROUND LEVEL

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC	RADIUS
2	145°25'30"	14.675	160.035	111.935
3	130°31'55"	20.415	20.435	96.425
4	350°24'55"	109.405	115.195	96.425

SURVEYOR Name: JACEK DZIKOWSKI Date of Survey: 14/09/2018 Surveyor's Reference: 3167301DCP	PLAN OF SUBDIVISION OF LOT 3 IN DP 776911 AND LOT 22 IN DP 1044874	LGA: CITY OF PARRAMATTA Locality: WESTMORHPPOINT Reduction Ratio: 1: 200 Lengths are in metres	Registered 11.10.2018	DP271179
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DIAGRAM 12



COMMUNITY PROPERTY PLAN
 (COMMUNITY PROPERTY LOT ONLY)
LEVEL 1 & ABOVE

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC	RADIUS
1	345°25'10"	14.675	160.035	111.035
2	130°31'55"	20.435	20.435	36.425
3	350°14'55"	108.465	115.195	96.425

SURVEYOR
 Name: JACEK DZIKOWSKI
 Date of Survey: 14/02/2018
 Surveyor's Reference: 31673015CP

PLAN OF SUBDIVISION OF LOT 3 IN DP 776911 AND LOT 22 IN DP 1044874

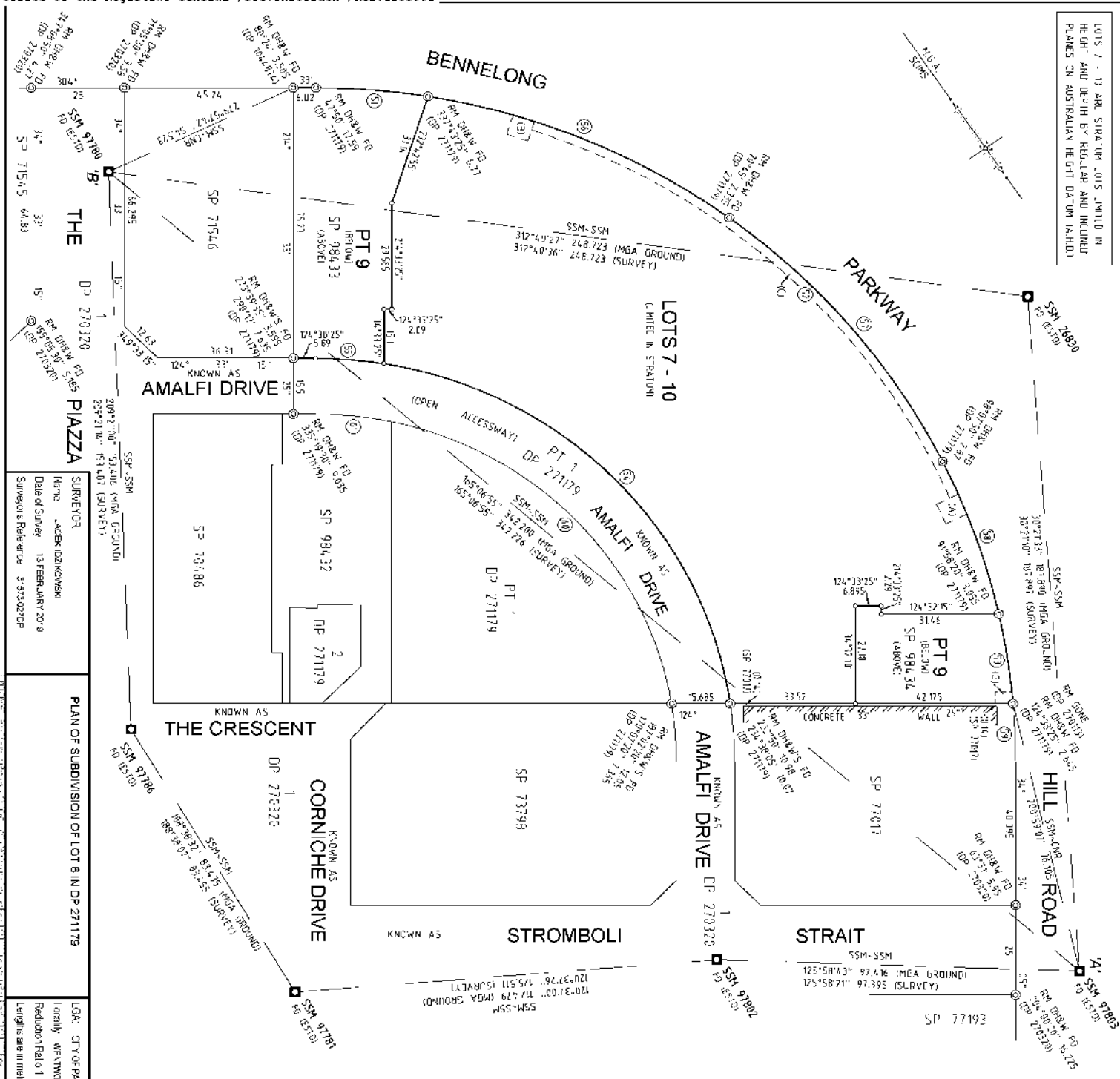
KNOWN AS CORNICHE DRIVE
 DP 270320

USA, CITY OF PARRAMATTA
 Locally Noted
 Reduction Ratio: 1: 600
 Lengths are in metres

Registered
 11.10.2018

DP271179

LOTS 7 - 10 ARE STRATA TITLES SHOWN IN HEIGHT AND DEPTH BY REGULAR AND INCLINED PLANES IN AUSTRALIAN HEIGHT DATUM (AHD1)



DETAIL PLAN
(SHEET 1 OF 24 SHEETS)

COORDINATE SYSTEM

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE
SSM 28830	321 532.642	6256 923.498	3	3	SCMS	FCOUR
SSM 97780	321 716.936	6256 788.939	3	3	SCMS	FCOUR
SSM 97781	321 872.633	6256 975.119	3	3	SCMS	FCOUR
SSM 97786	321 751.006	6256 892.622	3	3	SCMS	FCOUR
SSM 97802	321 724.895	6255 932.392	3	3	SCMS	FCOUR
SSM 97803	321 628.044	6255 986.527	3	3	SCMS	FCOUR

DATE OF SURVY COMPUTATIONS: 01-02-2019
 DATE OF SURVY: 01-02-2019
 HEIGHT SCALE: 1:500
 HEIGHT DATUM: AHD07

HEIGHT DIFFERENCE SCHEDULE

MARK	AND VAL. CLASS	ORDER	HEIGHT DATUM	VALIDATION	STATE
SSM 28830	7.535	L3	L3	SCMS AHD07	FCOUR
SSM 97780	7.506	L3	L3	SCMS AHD07	FCOUR
SSM 97781	5.399	L3	L3	SCMS AHD07	FCOUR
SSM 97786	5.173	L3	L3	SCMS AHD07	FCOUR
SSM 97802	5.505	L3	L3	SCMS AHD07	FCOUR
SSM 97803	2.168	L3	L3	SCMS AHD07	FCOUR

HEIGHT DIFFERENCE SCHEDULE

MARK	TD	HEIGHT DIFFERENCE	HEIGHT DATUM	VALIDATION	STATE
SSM 97804	SSM 97802	1.365	L3	SCMS AHD07	FCOUR
SSM 97802	SSM 97781	1.288	L3	SCMS AHD07	FCOUR
SSM 97781	SSM 97786	0.319	L3	SCMS AHD07	FCOUR
SSM 97786	SSM 97783	1.569	L3	SCMS AHD07	FCOUR
SSM 97780	SSM 28830	1.565	L3	SCMS AHD07	FCOUR
SSM 28830	SSM 97803	0.506	L3	SCMS AHD07	FCOUR

SURVEYOR
 NAME: ADEM UZUNOVSKI
 DATE OF SURVEY: 13 FEBRUARY 2019
 SURVEY'S REFERENCE: 3-93302DP

PLAN OF SUBDIVISION OF LOT 8 IN DP 271179

SCALE: CITY OF PARRAMATTA
 (NORTH) MAP NORTH POINT
 REDUCTION RATIO 1:500
 LENGTHS ARE IN METRES.

8.7.2019

DP271179
 ADDITIONAL SHEET 22

SEE SHEET 23 FOR EASEMENT DESCRIPTIONS AND SCHEDULE OF SHORT AND CURVED LINES

THIS SHEET 22 OF 24 DP 271179 AND IT REPLACES SHEET 2 AS REGARDS LOT 5 AND IS AN ADDITIONAL SHEET



THIS IS SHEET 23 OF DP 271179 AND
IT REPLACES SHEET 3 AS REGARDS
LOT 6 AND IS AN ADDITIONAL SHEET

PARKWAY

DETAIL PLAN
(SHEET 2 OF 24 SHEETS)
**BALANCE OF STRATUM BELOW
BASEMENT 3**

BENNELONG

HILL
ROAD

PT 9
(19)

AMALFI DRIVE

KNOWN AS
AMALFI DRIVE DP 270320

KNOWN AS
AMALFI DRIVE
1 DP 270320

PT 1
DP 271179

PT 1
DP 271179

OPEN
ACCESSWAY

SP 98432

SP 70686

SP 71546

SP 77017

SP 73798

**SCHEDULE OF AREAS
(BALANCE OF STRATUM BELOW BASEMENT 3)**

LOT	NO. OF PARTS	TOTAL AREA (m ²)
7	0	0
8	0	0
9	1	16927.2
10	0	0

SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS
AND SCHEDULE OF SHORT AND CURVED LINES

SUBMITTOR
Name: JACEK DZIKOWSKI
Date of Survey: 18 FEBRUARY 2018
Surveyor's Reference: 31973/02DP

PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

LGA: CITY OF PARRAMATTA
Locality: WENTWORTH POINT
Production Ratio: 1:500
Lengths are in metres.

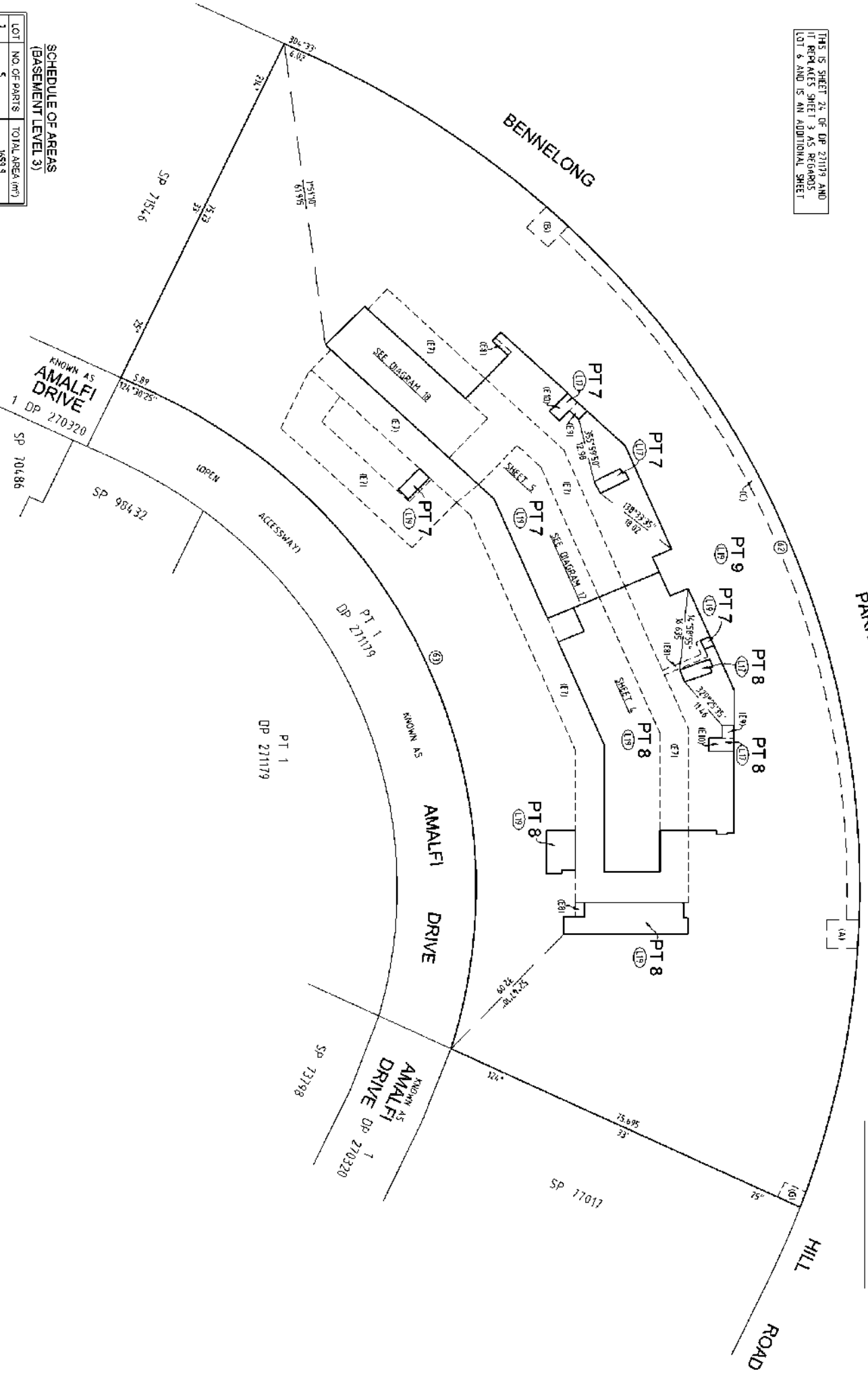
Registered
8.7.2019

DP271179
ADDITIONAL SHEET 23



THIS IS SHEET 24 OF DP 271179 AND
IT REPLACES SHEET 3 AS REGARDS
LOT 6 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
(SHEET 3 OF 24 SHEETS)
BASEMENT LEVEL 3



SCHEDULE OF AREAS
(BASEMENT LEVEL 3)

LOT	NO. OF PARTS	TOTAL AREA (m ²)
1	5	1489.9
2	5	1594.7
3	1	13812.6
10	-	0

SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRATA STATEMENTS
AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR
Name: JACEK DZIKOWSKI
Date of Survey: 18 FEBRUARY 2018
Surveyor's Reference: 31973-027DP

PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

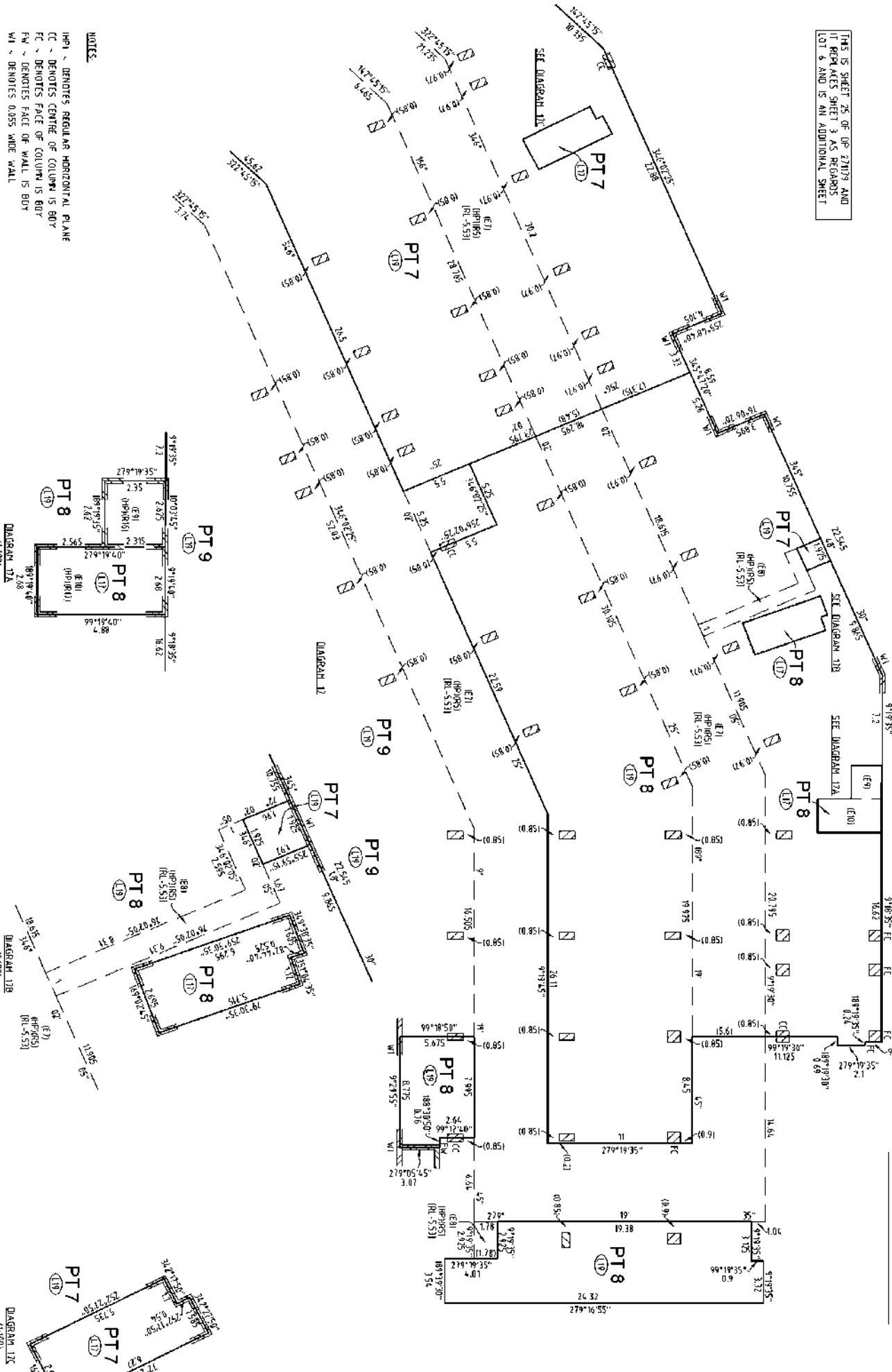
LGA: CITY OF PARRAMATTA
Locality: WENTWORTH POINT
Production Rate: 1:500
Lengths are in metres.

Registered
8.7.2019

DP271179
ADDITIONAL SHEET 24

DETAIL PLAN
(SHEET 4 OF 24 SHEETS)
BASEMENT LEVEL 3

THIS IS SHEET 25 OF DP 271179 AND
IF REMAINS SHEET 3 AS REARWARDS
LOT 6 AND IS AN ADDITIONAL SHEET



NOTES:

- HP1 - DENOTES REGULAR HORIZONTAL PLANE
- CC - DENOTES CENTRE OF COLUMN IS BOY
- FC - DENOTES FACE OF COLUMN IS BOY
- FW - DENOTES FACE OF WALL IS BOY
- WI - DENOTES CLASS WIDE WALL
- DENOTES CENTRE OF 0.2 WIDE CONCRETE WALL
- (UNLESS NOTED OTHERWISE IS BOY)

SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRUTUM STATEMENTS
AND SCHEDULE OF SHORT AND CURVED LINES

SUBMITTOR	JACEN DIZKOVSKI
Name	JACEN DIZKOVSKI
Date of Survey	18 FEBRUARY 2018
Surveyor's Reference	31973-027P

PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

LSGA: CITY OF PARRAMATTA
Locality: WENTWORTH POINT
Production Ratio: 1:200
Lengths in millimetres.

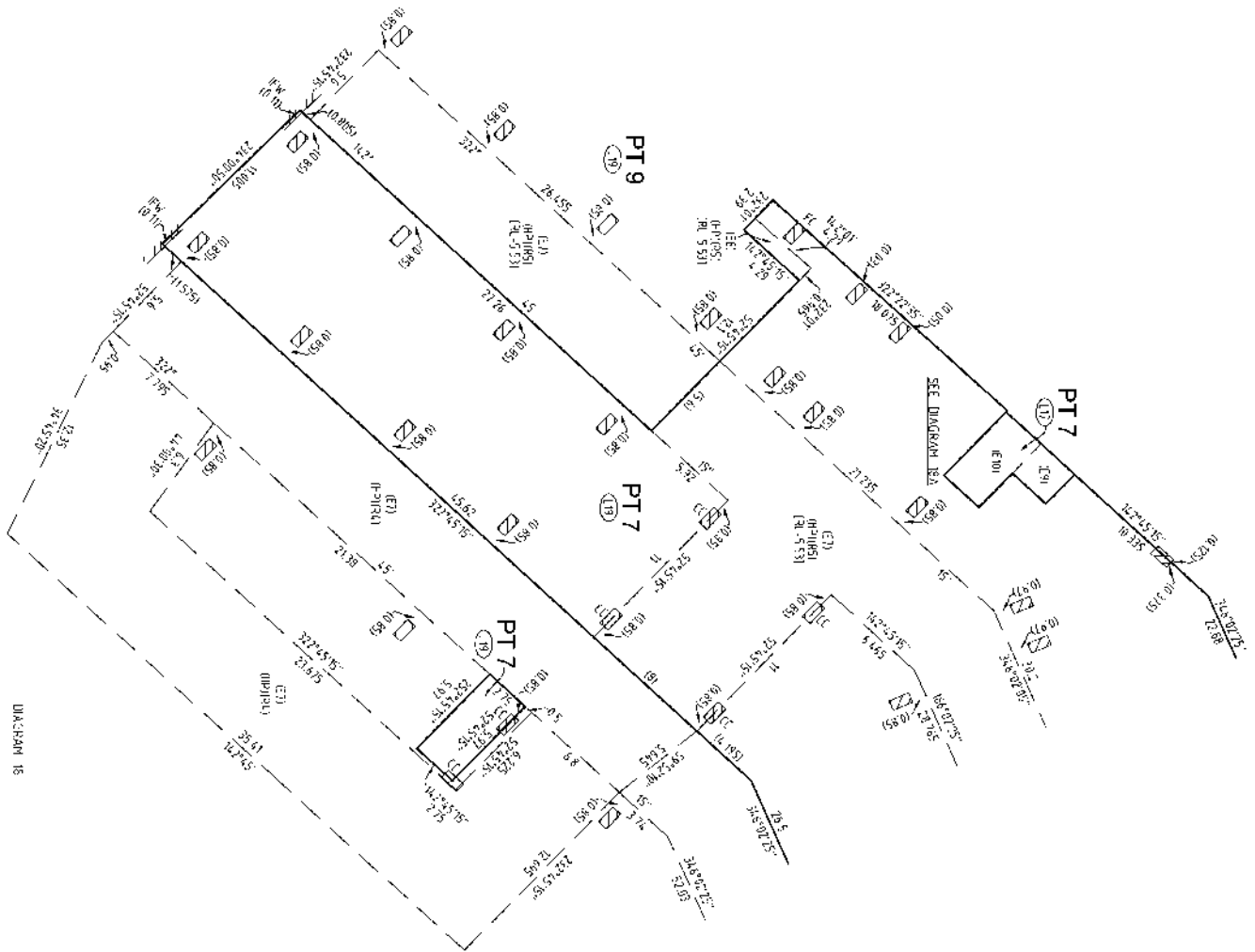
Registered
8.7.2019

DP271179
ADDITIONAL SHEET 25

DETAIL PLAN
(SHEET 5 OF 24 SHEETS)
BASEMENT LEVEL 3

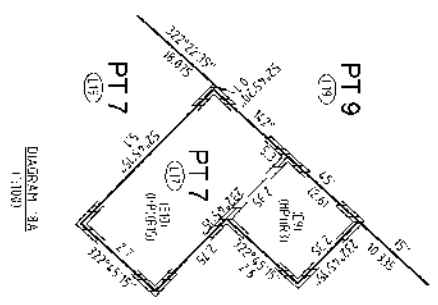


THIS IS SHEET 26 OF DP 271179 AND
IT REPLACES SHEET 3 AS RECORDS
OF 6 AND 5 AN ADDITIONAL SHEET.



- NOTES:
- (-)-PI - DENOTES REGULAR HORIZONTAL PLANE
 - CC - DENOTES CENTRE OF COLUMN S BODY
 - FC - DENOTES FACE OF COLUMN S BODY
 - F-W - DENOTES INSIDE FACE OF CONCRETE WALL

- DENOTES CENTRE OF 8.2 WIDE CONCRETE WALL
UNLESS NOTED OTHERWISE S BODY



SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS
AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR
Name: JACEDKIDZIKOWSKI
Date of Survey: 13 FEBRUARY 2019
Surveyor's Reference: S-573202CP

PLAN OF SUBDIVISION OF LOT 8 IN DP 271179

LSR: CITY OF PARASAMATTA
Locality: WPT WORTH POINT
Reduction Ratio: 1:200
Lengths are in metres.

Registered
8.7.2019

DP271179
ADDITIONAL SHEET 26



THIS IS SHEET 27 OF DP 271179 AND IF REQUIRED SHEET 3 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

NOTES

- (HP) - DENOTES REGULAR HORIZONTAL PLANE
- DENOTES CENTRE OF 0.2 WIDE CONCRETE WALL IS BOT

BENNELONG

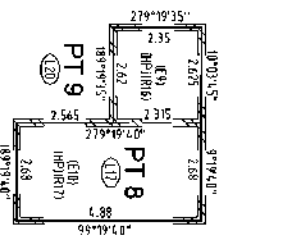
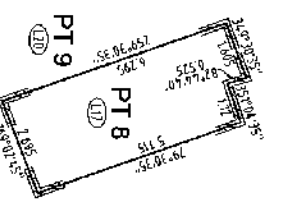
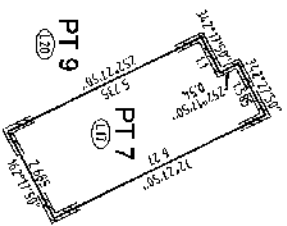
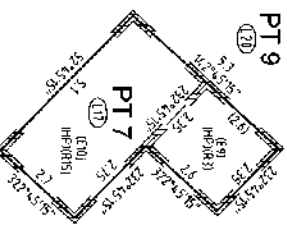
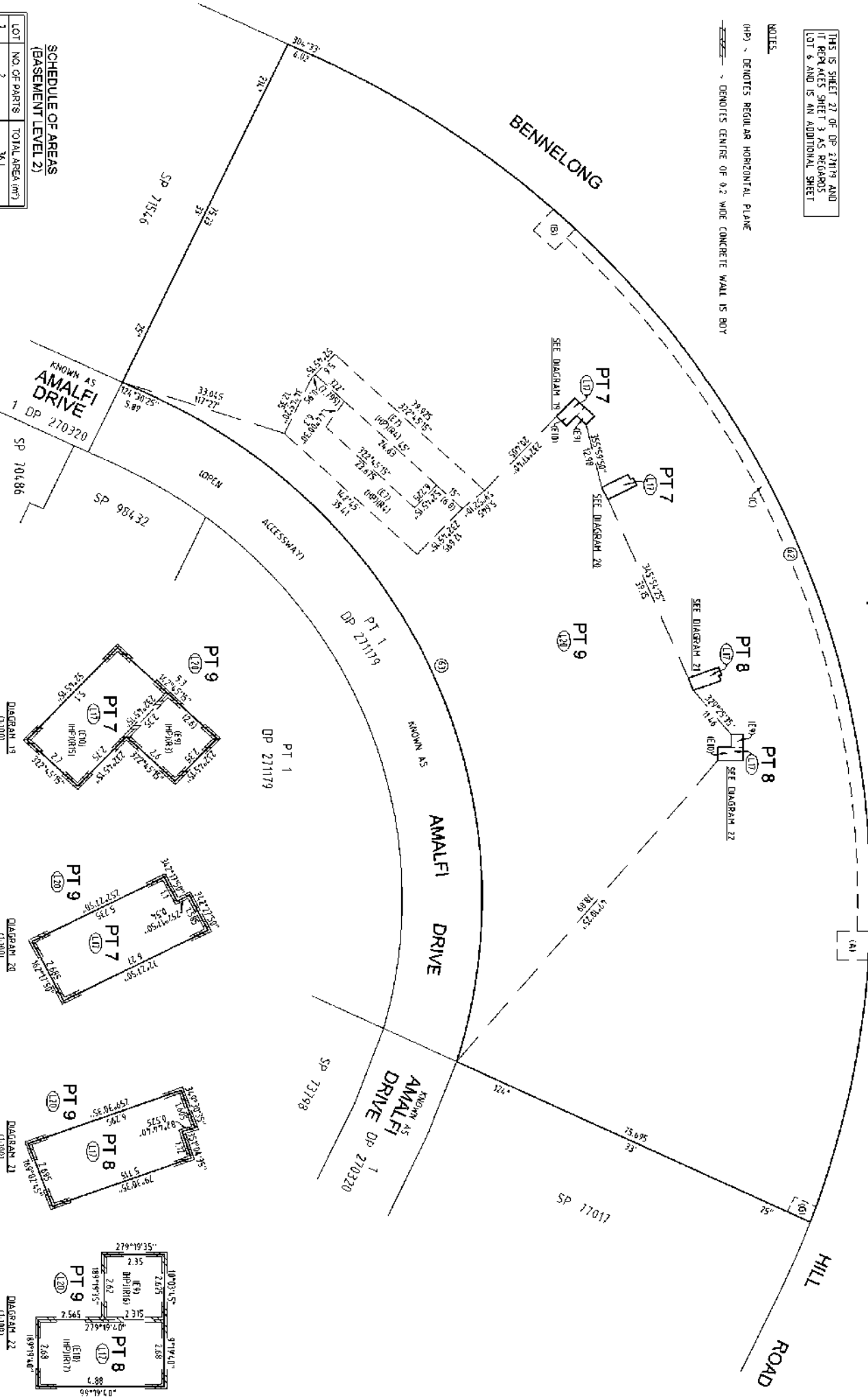
PARKWAY

HILL ROAD

AMALFI DRIVE

KNOWN AS AMALFI DRIVE

KNOWN AS AMALFI DRIVE



SCHEDULE OF AREAS (BASEMENT LEVEL 2)

LOT	NO. OF PARTS	TOTAL AREA (m ²)
1	2	36.1
8	2	36.5
9	1	1885.6
10	-	0

SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRATA STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR
 Name: JACEN DZIKOVSKI
 Date of Survey: 18 FEBRUARY 2018
 Surveyor's Reference: 31973/02DP

PLAN OF SUBDIVISION OF LOT 6 IN DP 271179
 (1:100)

LEG: CITY OF PARRAMATTA
 Locality: WENTWORTH POINT
 Production Ratio: 1:500
 Lengths are in metres.

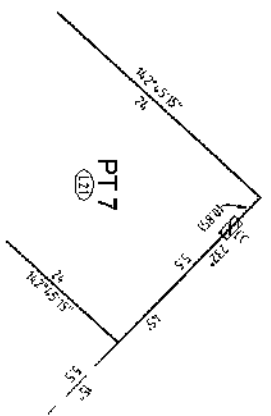
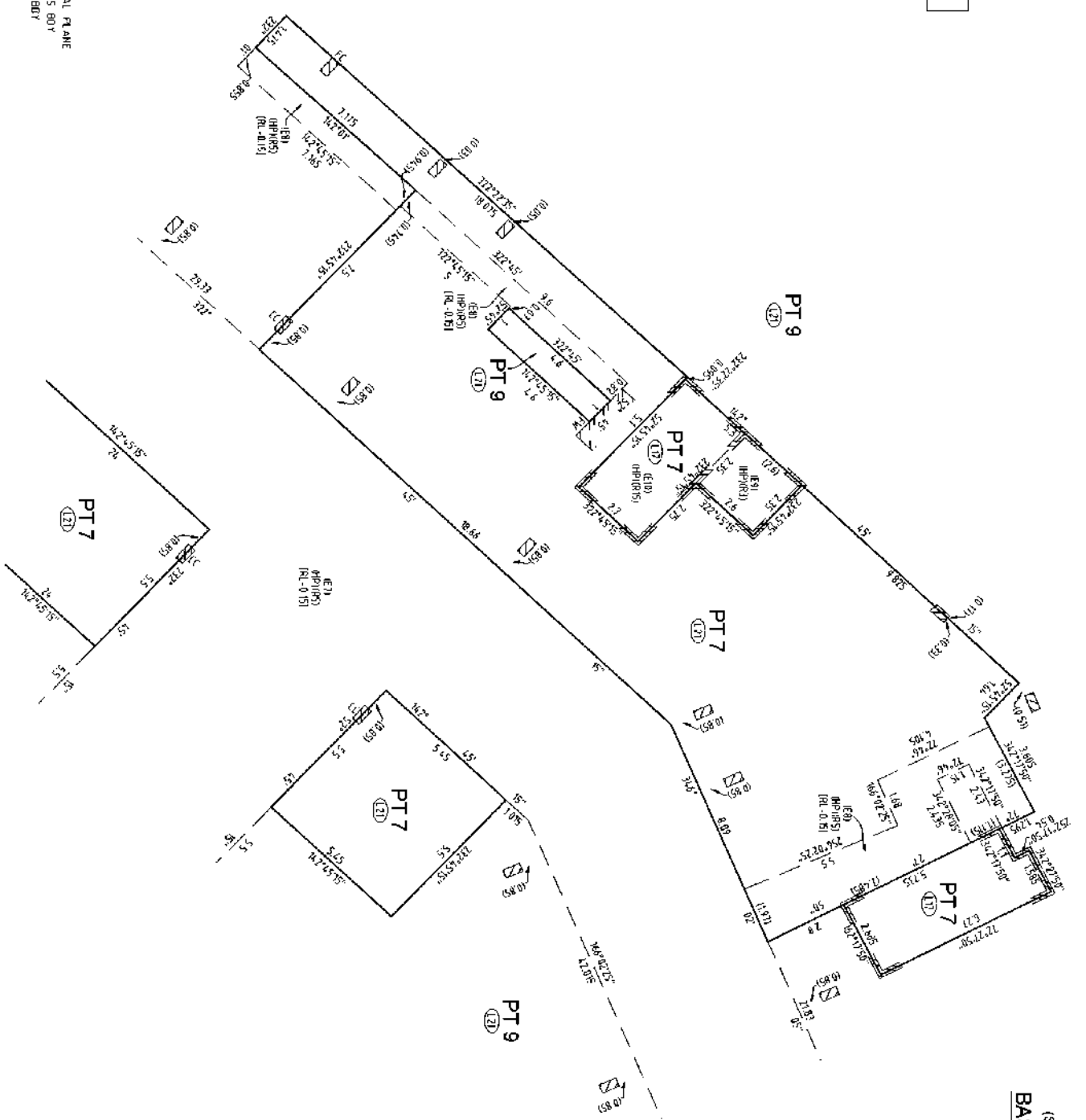
Registered
 8.7.2019

DP271179
 ADDITIONAL SHEET 27



THIS IS SHEET 30 OF DP 271179 AND
IT REPLACES SHEET 3 AS REGARDS
LOT 6 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
(SHEET 9 OF 24 SHEETS)
BASEMENT LEVEL 1



NOTES

- HP1 ~ DENOTES REGULAR HORIZONTAL PLANE
- IC ~ DENOTES CENTRE OF COLUMN IS 80Y
- FC ~ DENOTES FACE OF COLUMN IS 80Y
- PV ~ DENOTES FACE OF WALL

~ DENOTES CENTRE OF 0.2 WIDE CONCRETE WALL IS 80Y

SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRATAUM STATEMENTS
AND SCHEDULE OF SHORT AND CURVED LINES

SUBRECTOR
Name: JACEN DZIKOVSKI
Date of Survey: 13 FEBRUARY 2018
Surveyor's Reference: 31973/0270P

PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

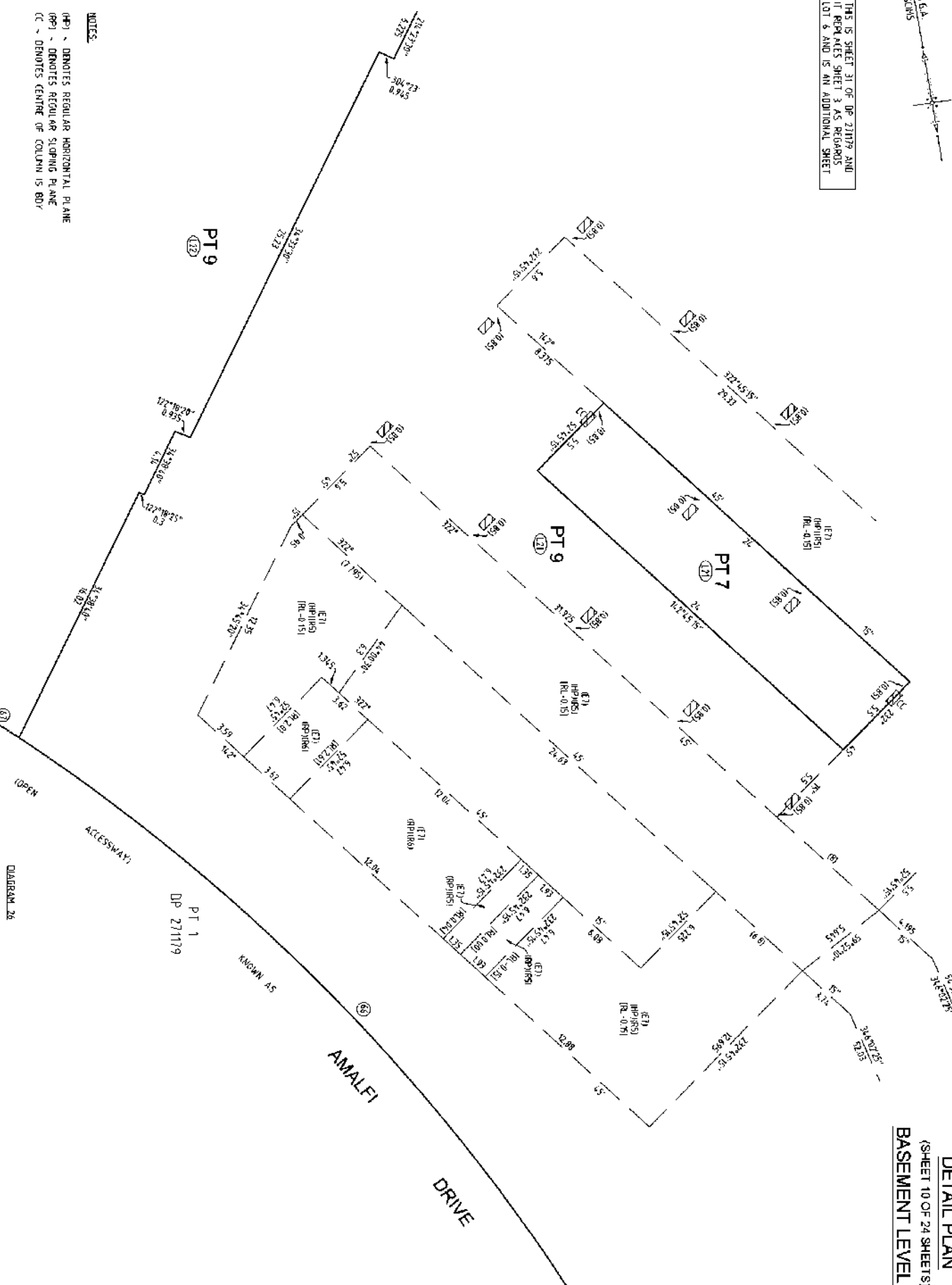
LGA: CITY OF PARRAMATTA
Locality: WENTWORTH POINT
Production Ratio: 1:100
Lengths are in metres.

Registered
8.7.2019

DP271179
ADDITIONAL SHEET 30

DETAIL PLAN
(SHEET 10 OF 24 SHEETS)
BASEMENT LEVEL 1

THIS IS SHEET 31 OF DP 271179 AND
IT REPLACES SHEET 3 AS REGARDS
LOT 6 AND IS AN ADDITIONAL SHEET



NOTES:

- (HP) - DENOTES REGULAR HORIZONTAL PLANE
- (RP) - DENOTES REGULAR SLOPING PLANE
- (C) - DENOTES CENTRE OF COLUMN IS 807

SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRATA STATEMENTS
AND SCHEDULE OF SHORT AND CURVED LINES

SUBRECTOR
Name: JACEK DZIKOWSKI
Date of Survey: 13 FEBRUARY 2019
Surveyor's Reference: 31973-027DP

PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

LGA: CITY OF PARRAMATTA
Locality: WENTWORTH POINT
Production Ratio: 1:150
Lengths are in metres.

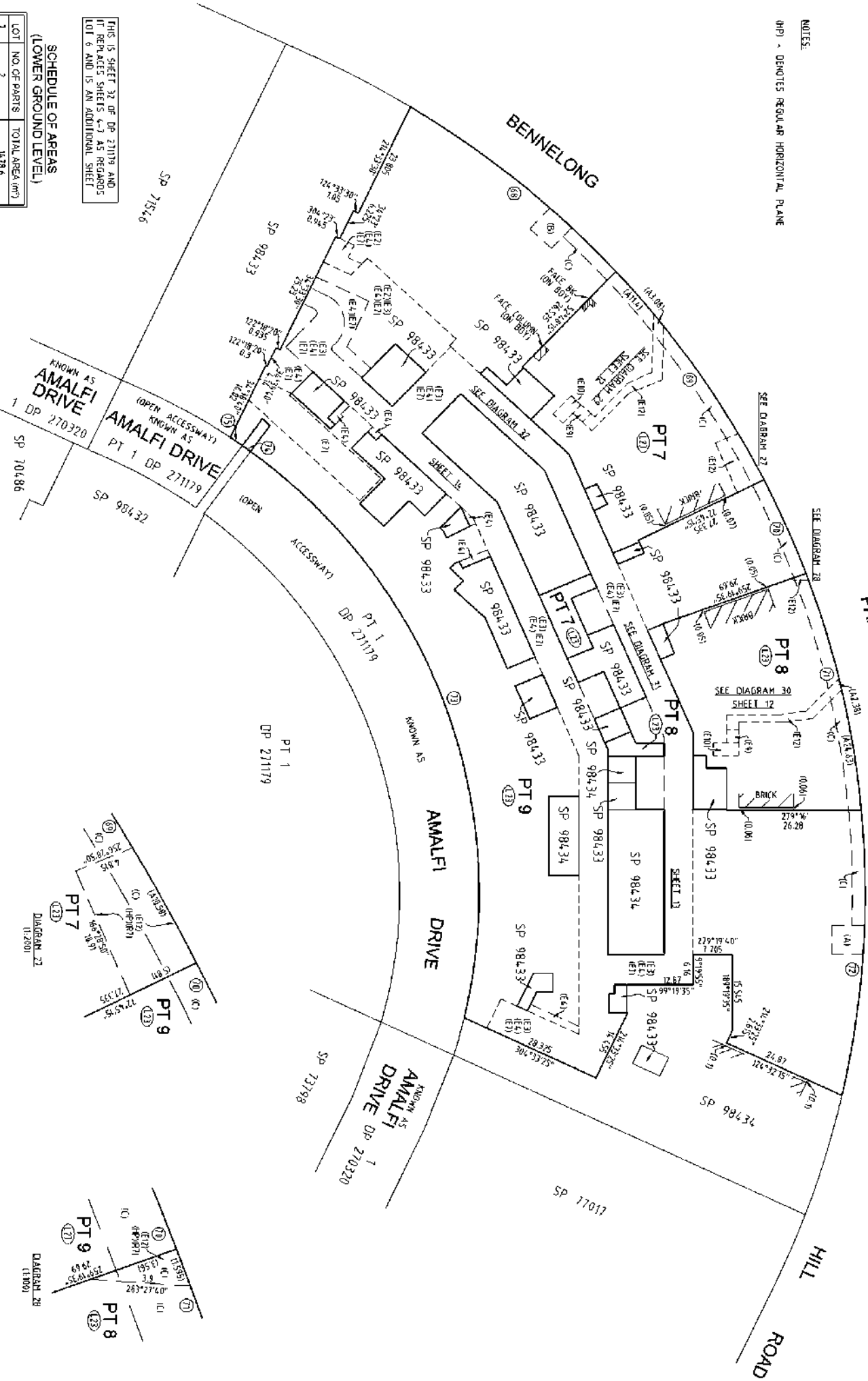
Registered
8.7.2019

DP271179
ADDITIONAL SHEET 31



NOTES:
 (HP) = DEPOSITS REGULAR HORIZONTAL PLANE

DETAIL PLAN
 (SHEET 11 OF 24 SHEETS)
LOWER GROUND LEVEL



THIS IS SHEET 32 OF DP 271179 AND IT REPLACES SHEETS 4-7 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

SCHEDULE OF AREAS
 (LOWER GROUND LEVEL)

LOT	NO. OF PARTS	TOTAL AREA (m ²)
1	2	1478.6
8	2	1340.7
9	1	8750.7
10	-	0

SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRATA STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SUBRECTOR
 Name: JACEK DZIKOWSKI
 Date of Survey: 18 FEBRUARY 2018
 Surveyor's Reference: 31973-0270P

PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

LSA: CITY OF PARRAMATTA
 Locality: WENTWORTH POINT
 Production Ratio: 1:500
 Lengths are in metres.

Registered
 8.7.2019

DP271179
 ADDITIONAL SHEET 32

This document is a copy of the original plan and is not to be used for any other purpose.



THIS IS SHEET 33 OF DP 271179 AND IT REPLACES SHEETS 4-7 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
(SHEET 12 OF 24 SHEETS)
LOWER GROUND LEVEL

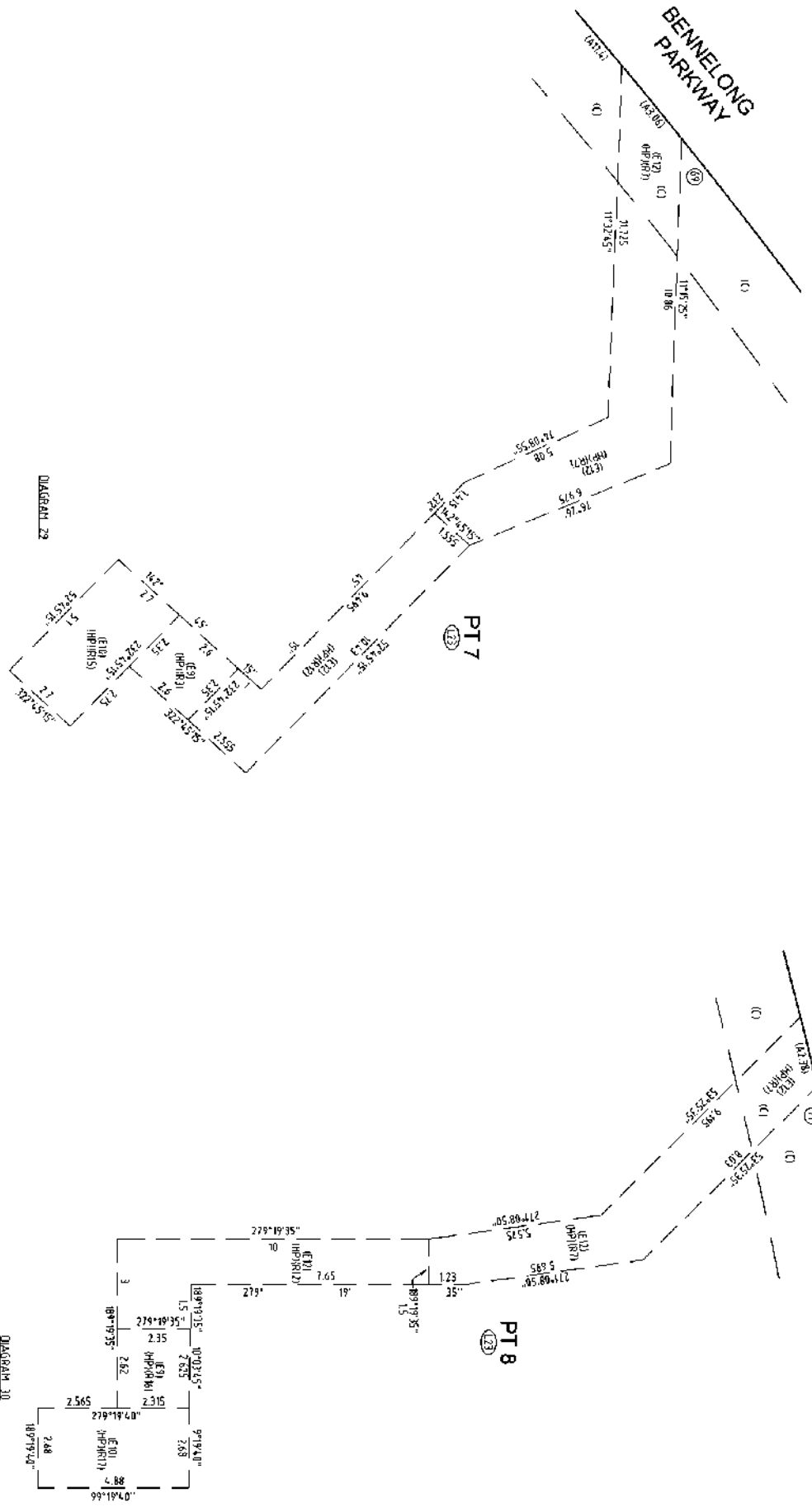


DIAGRAM 29

DIAGRAM 30

NOTES

(HP) - DEMOTES REGULAR HORIZONTAL PLANE

SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRATA STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR
Name: JACEK DZIKOWSKI
Date of Survey: 18 FEBRUARY 2018
Surveyor's Reference: 31973-0270P

PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

LSA: CITY OF PARRAMATTA
Locality: WENTWORTH POINT
Production Ratio: 1:100
Lengths are in metres.

Registered
8.7.2019

DP271179
ADDITIONAL SHEET 33



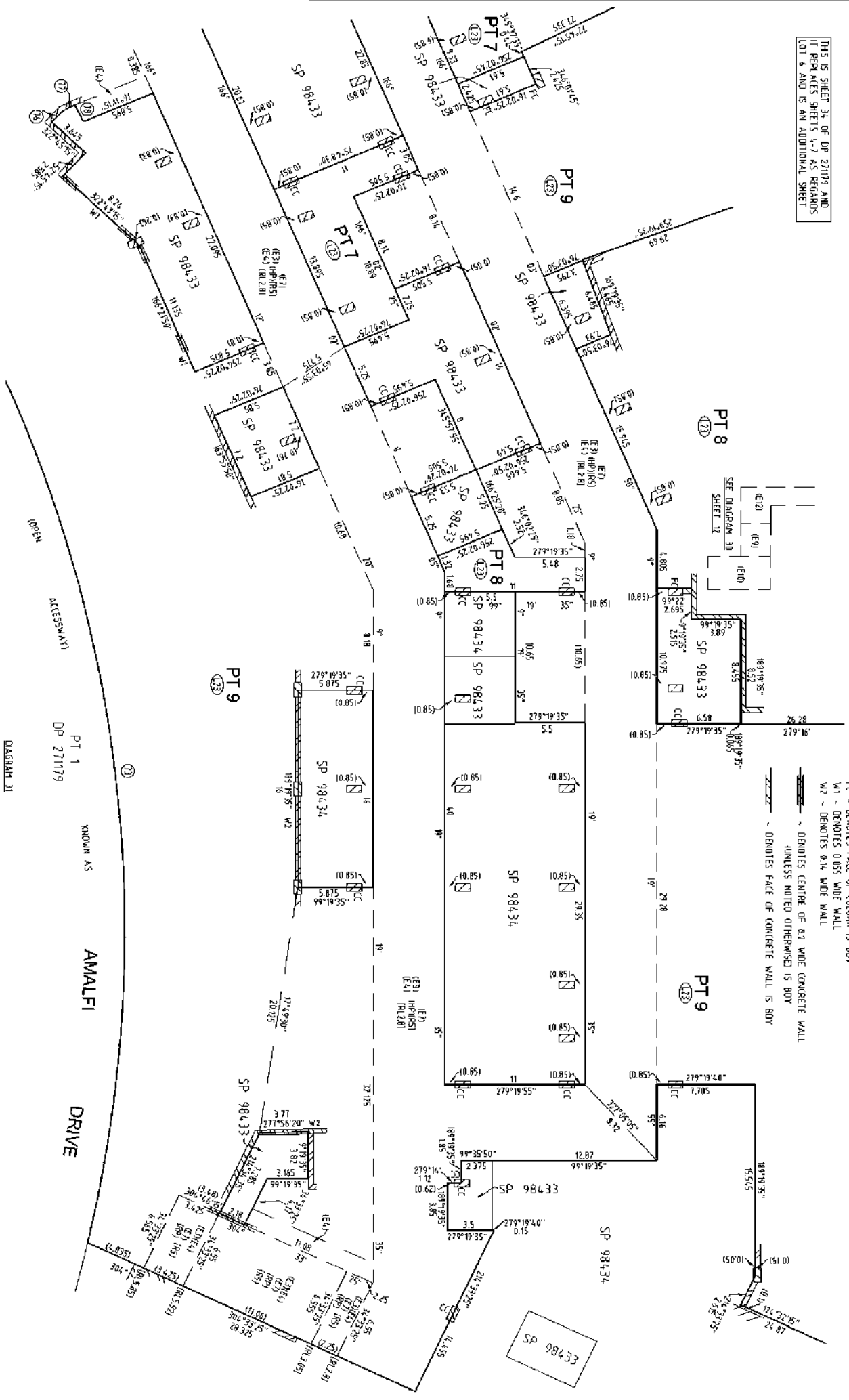
THIS IS SHEET 13 OF DP 271179 AND IF REQUIRED SHEETS 1-7 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
(SHEET 13 OF 24 SHEETS)

LOWER GROUND LEVEL

NOTES:

- HP) - DENOTES REGULAR HORIZONTAL PLANE
- RP) - DENOTES REGULAR SLOPING PLANE
- CC - DENOTES CENTRE OF COLUMN IS BODY
- FC - DENOTES FACE OF COLUMN IS BODY
- W1 - DENOTES 0.055 WIDE WALL
- W2 - DENOTES 0.14 WIDE WALL
- ~ DENOTES CENTRE OF 0.2 WIDE CONCRETE WALL UNLESS NOTED OTHERWISE IS BODY
- DENOTES FACE OF CONCRETE WALL IS BODY



SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRATA STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SUBRECTOR
Name: JACEN DZIKOVSKI
Date of Survey: 13 FEBRUARY 2018
Surveyor's Reference: 31973-0270P

PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

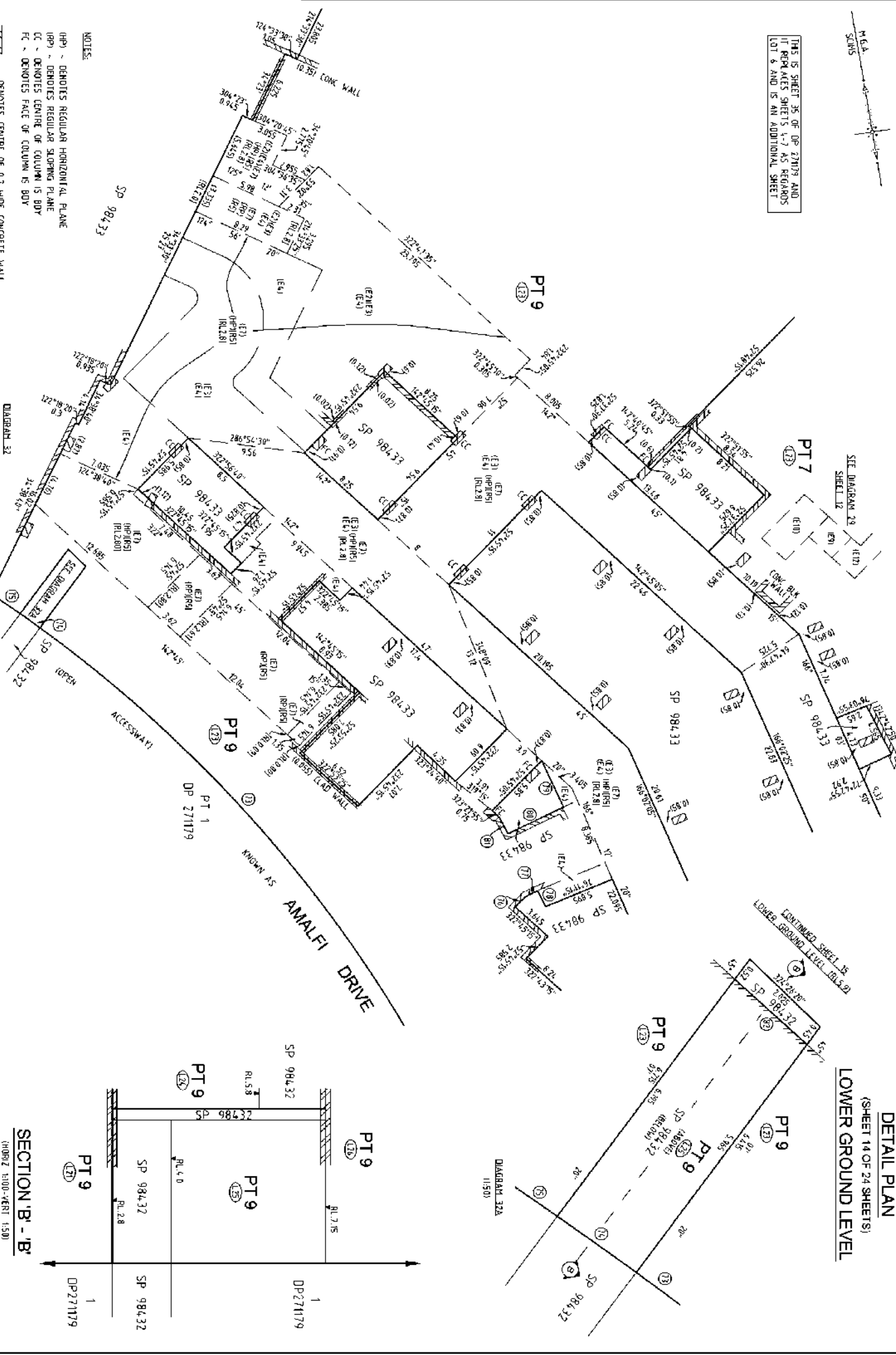
LSA: CITY OF PARRAMATTA
Locality: WENTWORTH POINT
Production Rate: 1:200
Lengths are in metres.

Registered
8.7.2019

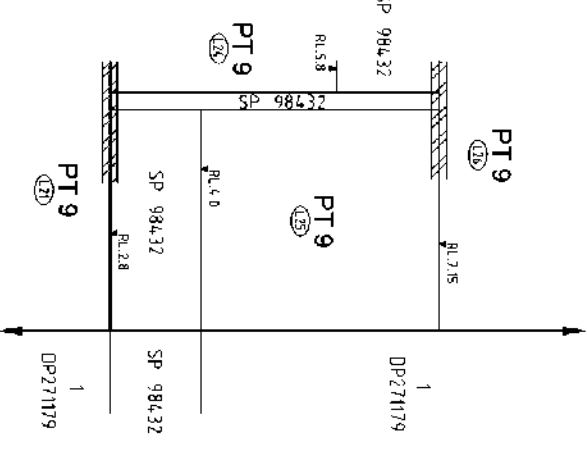
DP271179
ADDITIONAL SHEET 34

DETAIL PLAN
(SHEET 14 OF 24 SHEETS)
LOWER GROUND LEVEL

THIS IS SHEET 35 OF DP 271179 AND IF REMAINS SHEETS 4-7 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET



SECTION 'B' - 'B'



NOTES

- (HP) - DENOTES REGULAR HORIZONTAL PLANE
- (RP) - DENOTES REGULAR SCOPING PLANE
- CC - DENOTES CENTRE OF COLUMN IS BODY
- FC - DENOTES FACE OF COLUMN IS BODY
- DENOTES CENTRE OF 0.2 WIDE CONCRETE WALL
- UNLESS NOTED OTHERWISE IS BODY
- DENOTES FACE OF CONCRETE WALL IS BODY

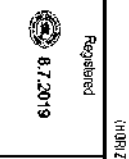
SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRATA STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

DIAGRAM 32

SUBJECT	JACKI DZIKOVSKI
Date of Survey	18 FEBRUARY 2018
Surveyor's Reference	31973/027P

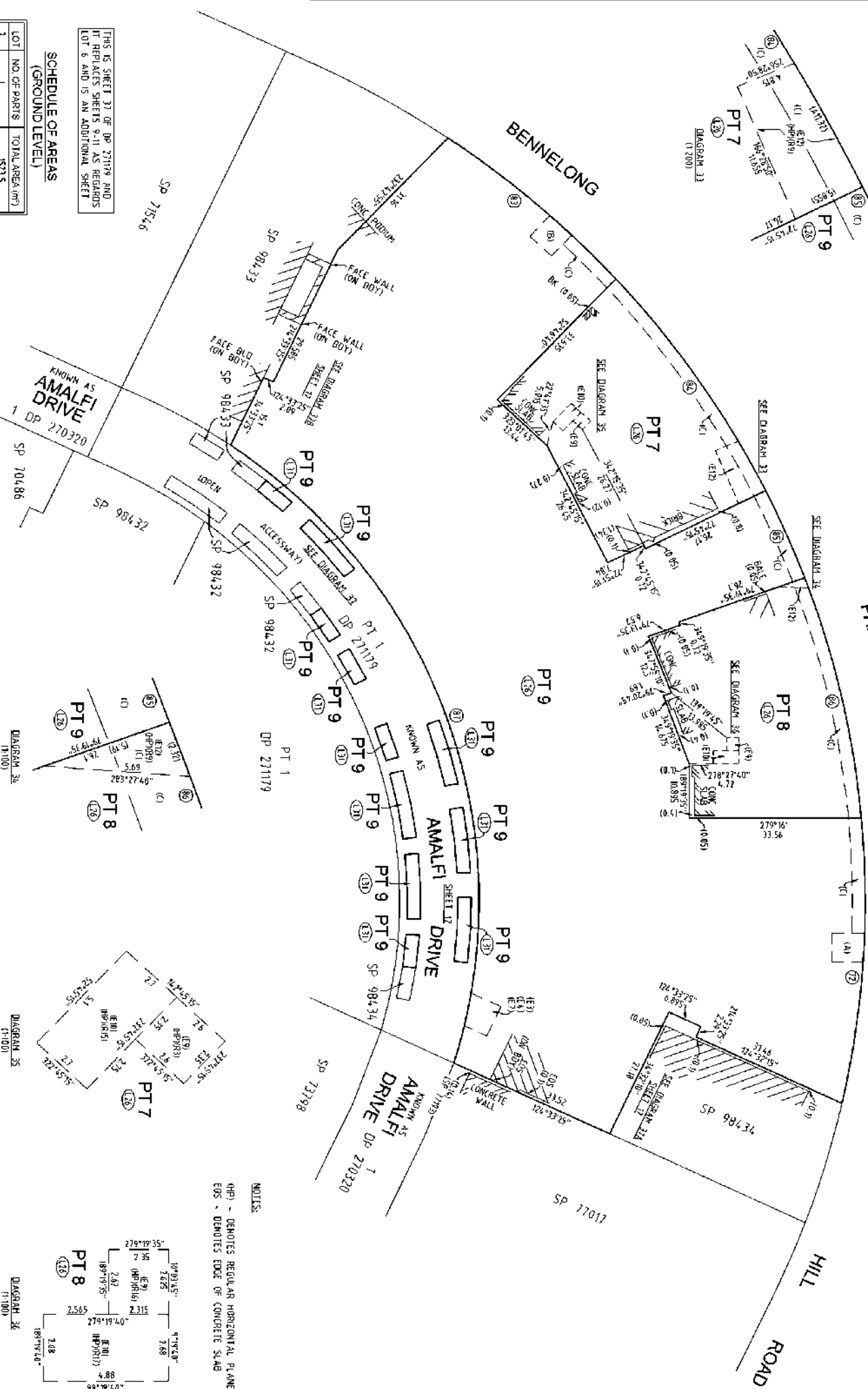
PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

LSA	CITY OF PARRAMATTA
Locality	WENTWORTH POINT
Production Rate	1:200
Lengths are in metres.	



DP271179
ADDITIONAL SHEET 35

DETAIL PLAN
 (SHEET 16 OF 24 SHEETS)
GROUND LEVEL

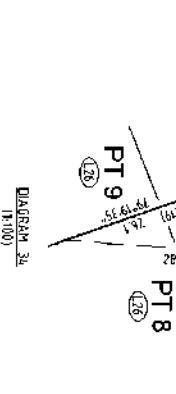


THIS IS SHEET 37 OF DP 271179 AND IT REPLACES SHEETS 9-11 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

SCHEDULE OF AREAS (GROUND LEVEL)

LOT	NO. OF PARTS	TOTAL AREA (m ²)
1	1	1571.5
8	1	1439.3
9	12	11179.9
10	0	0

SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRATA STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES



NOTES:
 HPI - DENOTES REGULAR HORIZONTAL PLANE
 EOS - DENOTES EDGE OF CONCRETE SLAB

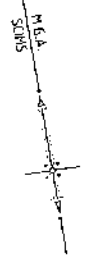
SUBRECTOR
 Name: JACEK DZIKOWSKI
 Date of Survey: 18 FEBRUARY 2018
 Surveyor's Reference: 31973-027DP

PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

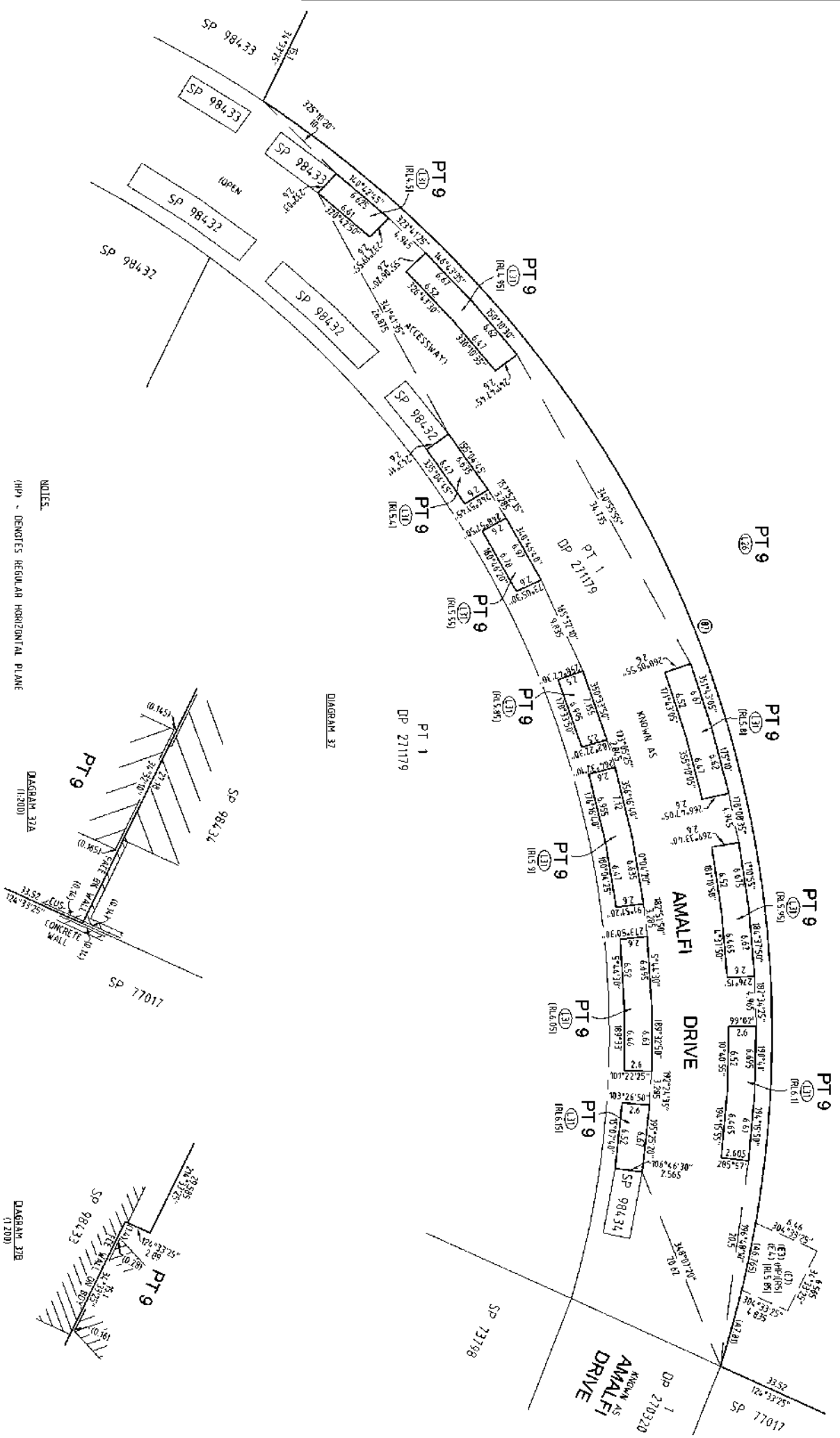
LSA: CITY OF PARKSWAY
 Locality: WENTWORTH POINT
 Production Rate: 1:500
 Lengths are in metres.



DP271179
 ADDITIONAL SHEET 37



DETAIL PLAN
(SHEET 17 OF 24 SHEETS)
GROUND LEVEL



NOTES:
(HP) - DENOTES REGULAR HORIZONTAL PLANE

DIAGRAM 37A
1:1200

DIAGRAM 37B
1:1200

THIS IS SHEET 38 OF DP 271179 AND IT REPLACES SHEETS 9-11 AS RELEVANT LOT 6 AND IS AN ADDITIONAL SHEET

SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRIPALUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SUBRECTOR
Name: JACEK DZIKOWSKI
Date of Survey: 13 FEBRUARY 2018
Surveyor's Reference: 31973-0270P

PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

LSG: CITY OF PARRAMATTA
Locality: WESTMORRICH POINT
Production Ratio: 1:250
Lengths are in metres.

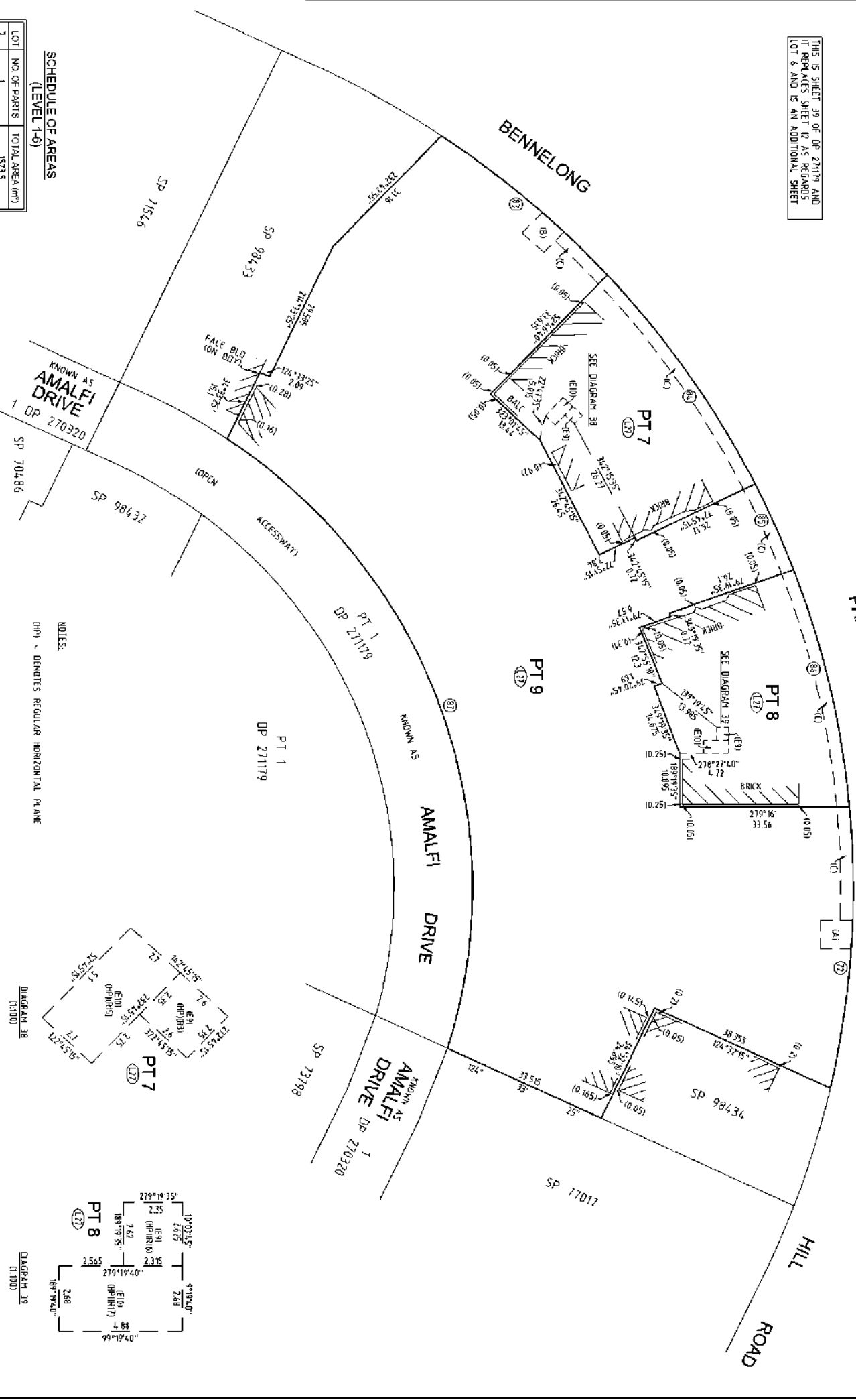
Registered
8.7.2019

DP271179
ADDITIONAL SHEET 38



THIS IS SHEET 18 OF 24 SHEETS AND REPLACES SHEET 18 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
(SHEET 18 OF 24 SHEETS)
LEVEL 1 - 6

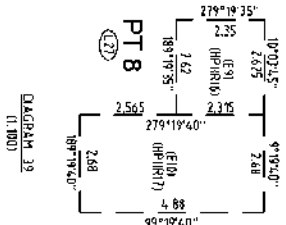
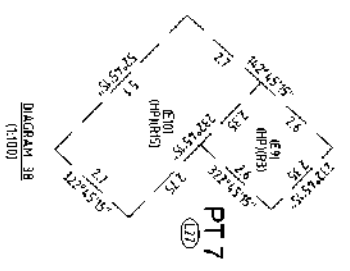


SCHEDULE OF AREAS
(LEVEL 1-6)

LOT	NO. OF PARTS	TOTAL AREA (m ²)
1	1	1573.5
2	1	1429.8
3	1	10857.1
10	1	0

SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRATA STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

NOTES:
(HP) - DENOTES REGULAR HORIZONTAL PLANE



SUBJECTOR
Name: JACEK OZKOWSKI
Date of Survey: 13 FEBRUARY 2018
Surveyor's Reference: 31673/02/DP

PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

LGA: CITY OF PARRAMATTA
Locality: WENTWORTH POINT
Reduction Ratio: 1:500
Lengths are in metres.

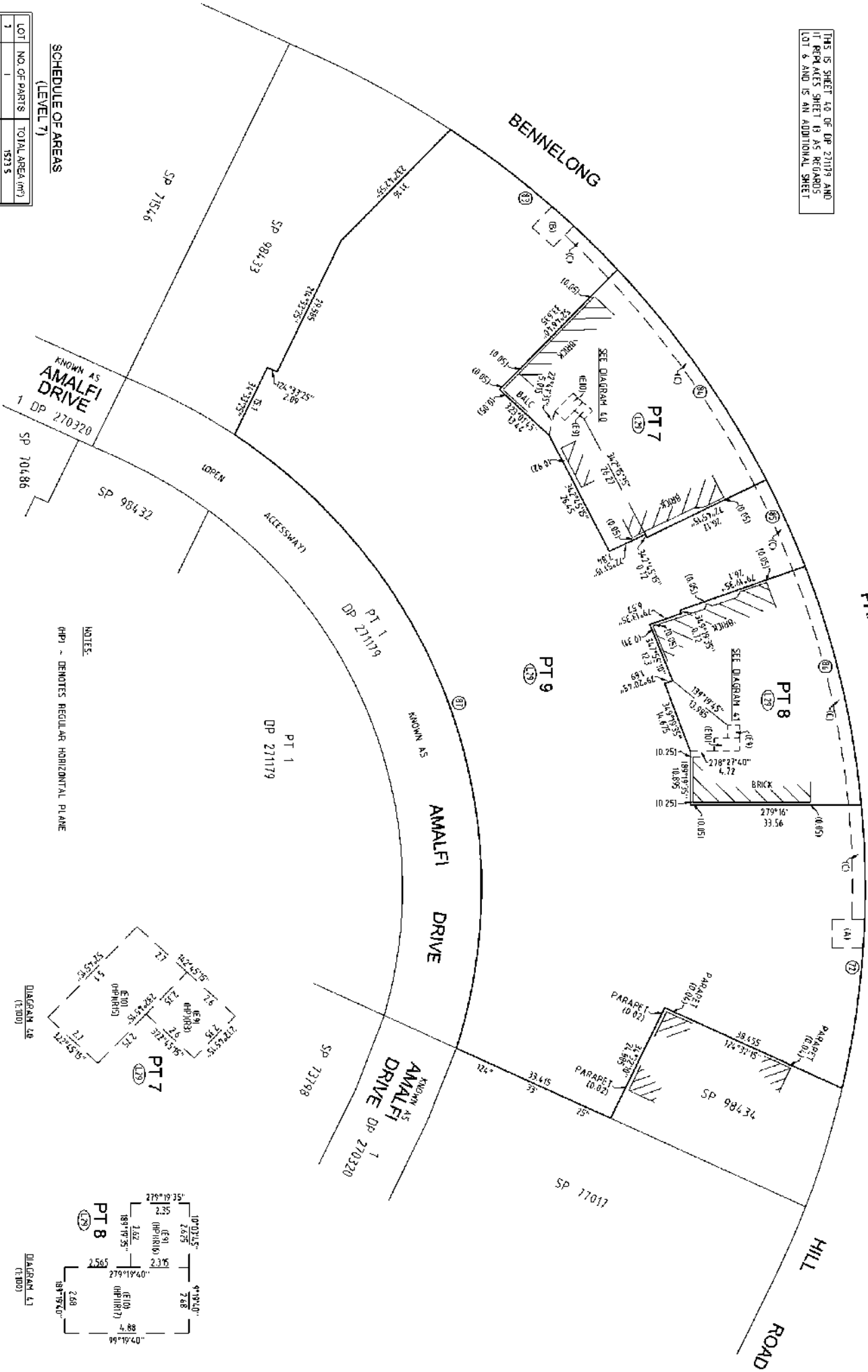
Regenerate:
8.7.2019

DP271179
ADDITIONAL SHEET 39



THIS IS SHEET 10 OF DP 271179 AND IF REMAINS SHEET 10 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
(SHEET 19 OF 24 SHEETS)
LEVEL 7



SCHEDULE OF AREAS
(LEVEL 7)

LOT	NO. OF PARTS	TOTAL AREA (m ²)
1	1	1571.5
8	1	1439.3
9	1	10824.9
10	1	0

SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRATA STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SUBRECTOR

Name	JACEN DZIKOVSKI
Date of Survey	18 FEBRUARY 2018
Surveyor's Reference	31973/027DP

PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

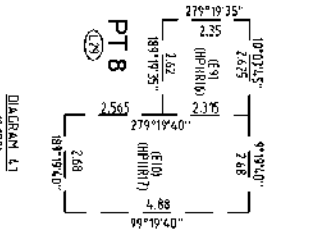
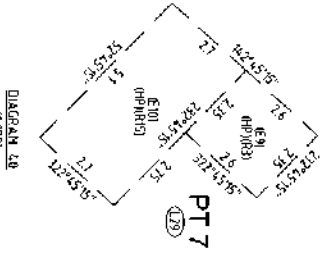
LEG:

CITY OF PARRAMATTA
LOCALITY: WENTWORTH POINT
REDUCTION RATE: 1:500
LENGTHS ARE IN METRES



DP271179
ADDITIONAL SHEET 40

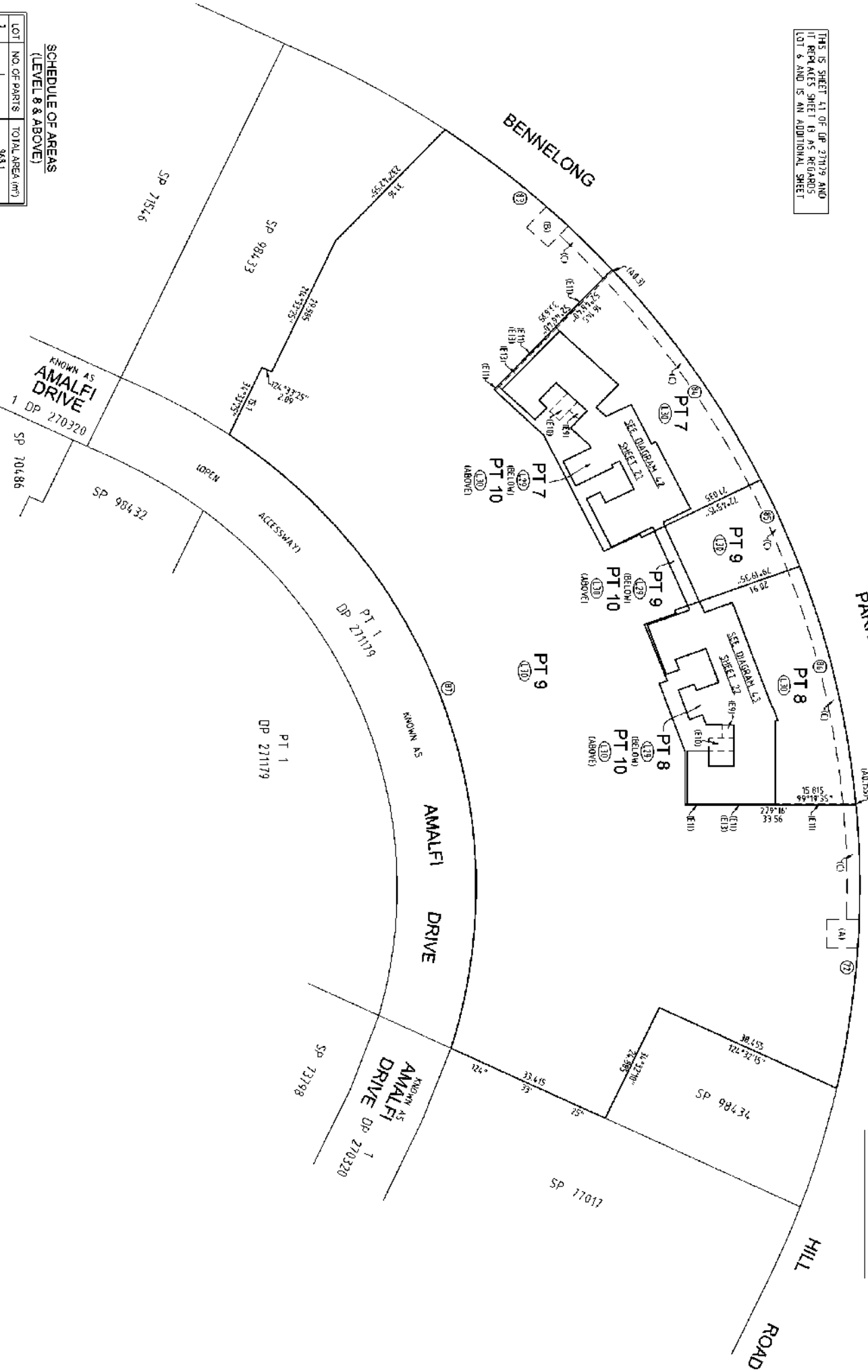
NOTES:
HPI - DENOTES REGULAR HORIZONTAL PLANE





THIS IS SHEET 21 OF DP 271179 AND IF REQUIRED SHEET 19 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
(SHEET 20 OF 24 SHEETS)
LEVEL 8 & ABOVE



SCHEDULE OF AREAS
(LEVEL 8 & ABOVE)

LOT	NO. OF PARTS	TOTAL AREA (m ²)
1	1	368.1
2	1	971.1
3	2	1080.5
10	3	1163.5

SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRATA STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SUBRECTOR
Name: JACEK DZIKOWSKI
Date of Survey: 18 FEBRUARY 2018
Surveyor's Reference: 31973-027DP

PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

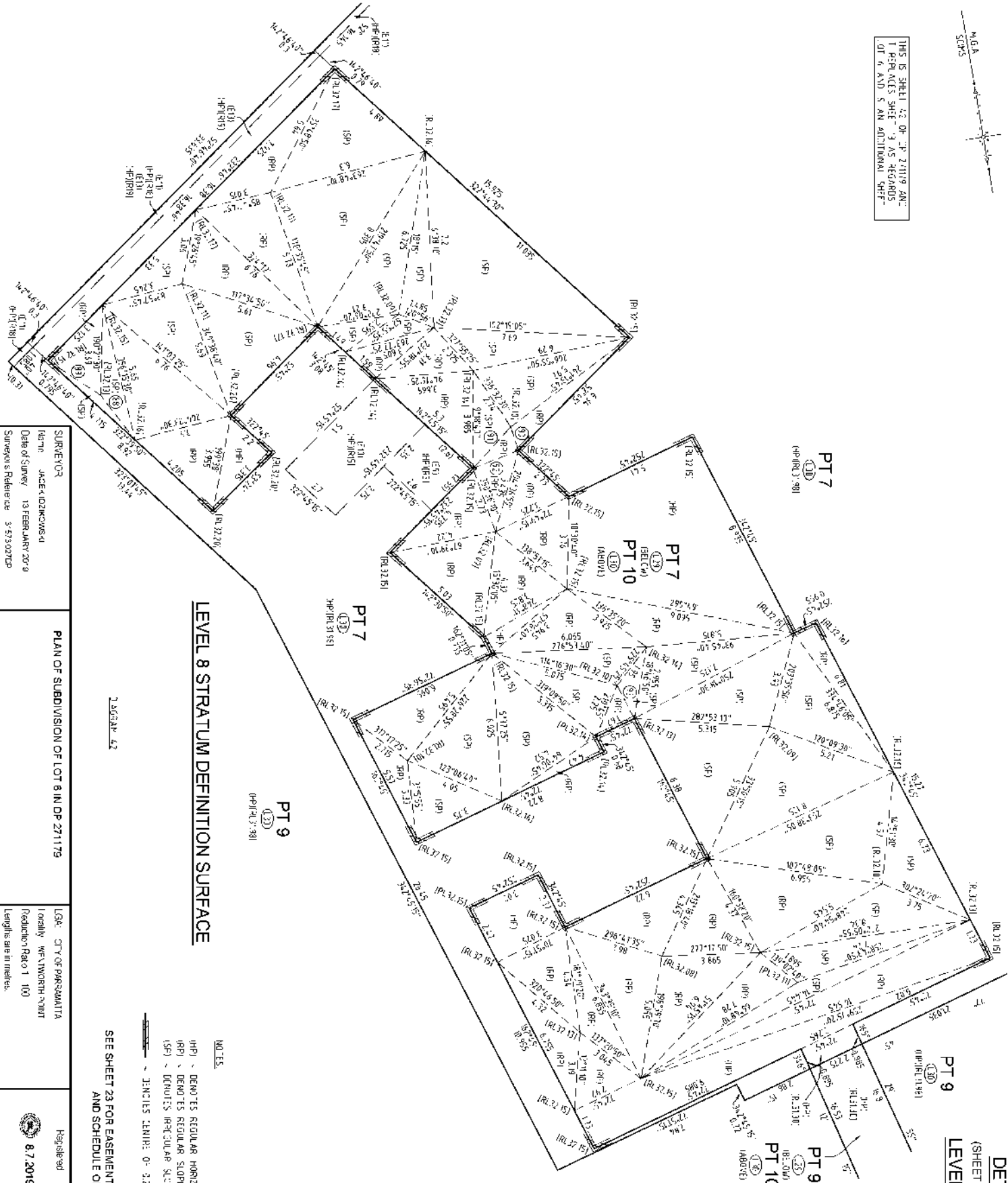
LGA: CITY OF PARRAMATTA
Locality: WENTWORTH POINT
Production Rate: 1:500
Lengths are in metres.



DP271179
ADDITIONAL SHEET 41



THIS IS SHEET 22 OF 24 SHEETS AND IT REPLACES SHEET 3 AS REGARDS OF 6 AND 5 AN ADDITIONAL SHEET.



LEVEL 8 STRATUM DEFINITION SURFACE

SCALE 1:500

- NOTES
- (HP) - DENOTES REGULAR HORIZONTAL PLANE
 - (RP) - DENOTES REGULAR SLOPE PLANE
 - (SP) - DENOTES IRREGULAR SLOPE PLANE
 - JUNCTIONS: 0-52 WIDE CONCRETE WALL 5 BOLD

SEE SHEET 23 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

DETAIL PLAN
(SHEET 21 OF 24 SHEETS)
LEVEL 8 & ABOVE

SURVEYOR
Name: JACEK ODZKOWSKI
Date of Survey: 13 FEBRUARY 2019
Surveyor's Reference: S-573207CP

PLAN OF SUBDIVISION OF LOT 8 IN DP 271179

LSR: CITY OF PARSIPpany
Locality: NEW WORTH POINT
Reduction Ratio: 1/100
Lengths are in metres.

Registered
8.7.2019

DP271179
ADDITIONAL SHEET 42

THIS IS SHEET 24 OF DP 271179 AND IS AN ADDITIONAL SHEET

STRATUM STATEMENTS, EASEMENT DESCRIPTIONS AND SCHEDULE OF SHORT & CURVED LINES

DETAIL PLAN (SHEET 23 OF 24 SHEETS)

EXISTING EASEMENTS:

- (A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE (DP 1243504)
(B) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE (DP 1243504)
(C) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.5 WIDE (DP 1243504)
(D) EASEMENT FOR ELECTRICITY PURPOSES 3.3 WIDE (DP 1076024)
(E) EASEMENT FOR WAY 3.3 WIDE (DP 1076024)
(F) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS 1 TO 6 INCLUSIVE) (DP 271179) (DOC.1)
(G) EASEMENT FOR SERVICES (WHOLE OF LOTS 1 TO 6 INCLUSIVE) (DP 271179) (DOC.1)
(H) EASEMENT FOR FIRE EGRESS (WHOLE OF LOTS 1 TO 6 INCLUSIVE) (DP 271179) (DOC.1)
(I) EASEMENT FOR CONSTRUCTION (WHOLE OF LOTS 1 TO 6 INCLUSIVE) (DP 271179) (DOC.1)
(J) EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS 1 TO 6 INCLUSIVE) (DP 271179) (DOC.1)
(K) EASEMENT FOR CONSTRUCTION (WHOLE OF LOTS 1 TO 6 INCLUSIVE) (DP 271179) (DOC.1)
(L) EASEMENT FOR PUBLIC ACCESS (WHOLE OF LOT 1) (DP 271179) (DOC.1)
(M) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM (DP 271179) (DOC.1)
(N) EASEMENT FOR USE (GARBAGE COLLECTION) VARIABLE WIDTH LIMITED IN STRATUM (DP 271179) (DOC.1)
(O) RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (DP 271179) (DOC.1)
(P) RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (DP 271179) (DOC.1)
(Q) EASEMENT FOR USE OF LOADING DOCK VARIABLE WIDTH LIMITED IN STRATUM (DP 271179) (DOC.1)

NEW EASEMENTS:

- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS 7 TO 10 INCLUSIVE)
EASEMENT FOR SERVICES (WHOLE OF LOTS 7 TO 10 INCLUSIVE)
EASEMENT FOR FIRE EGRESS (WHOLE OF LOTS 7 TO 10 INCLUSIVE)
EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS 7 TO 10 INCLUSIVE)
EASEMENT FOR CONSTRUCTION (WHOLE OF LOTS 7 TO 10 INCLUSIVE)
RESTRICTION ON THE USE OF LAND (CAR PARKING SPACES) (WHOLE OF LOTS 7 TO 10 INCLUSIVE)
(E7) RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM
(E8) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM
(E9) EASEMENT TO USE LIFT VARIABLE WIDTH LIMITED IN STRATUM
(E10) EASEMENT TO USE STAIRS VARIABLE WIDTH LIMITED IN STRATUM
(E11) EASEMENT FOR ENCROACHMENT VARIABLE WIDTH LIMITED IN STRATUM
(E12) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM
(E13) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM

NOTE: ALL NEW EASEMENTS ARE LIMITED IN STRATUM AS SHOWN ON SCHEDULE OF EASEMENT STRATUM LEVELS

SCHEDULE OF EASEMENT STRATUM LEVELS

Table with columns: LIMIT CODE, LIMITED IN DEPTH, LIMITED IN HEIGHT, and various level descriptions (B3, B2, B1, etc.)

SCHEDULE OF STRATUM STATEMENTS

Table with columns: STRATUM NO., LIMITED IN DEPTH, LIMITED IN HEIGHT, and level descriptions

SCHEDULE OF SHORT & CURVED LINES

Table with columns: No., BEARING, DISTANCE, ARC, RADIUS, No., BEARING, DISTANCE, ARC, RADIUS

SURVEYOR Name: JACEK KIZKOWSKI Date of Survey: 13 FEBRUARY 2018 Surveyor's Reference: 31573 027DP

PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

LGA: CITY OF PARRAMATTA Locality: WENTWORTH MOUNT Reduction Ratio 1: N/A Lengths are in metres.

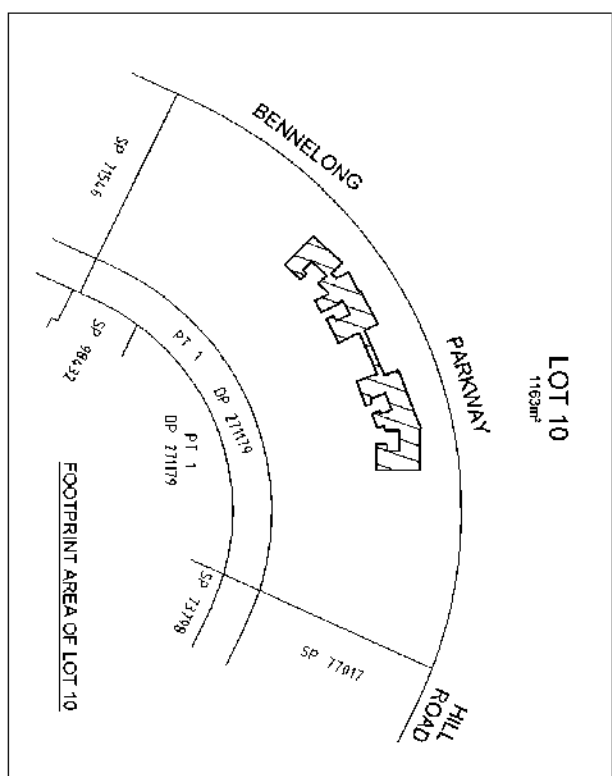
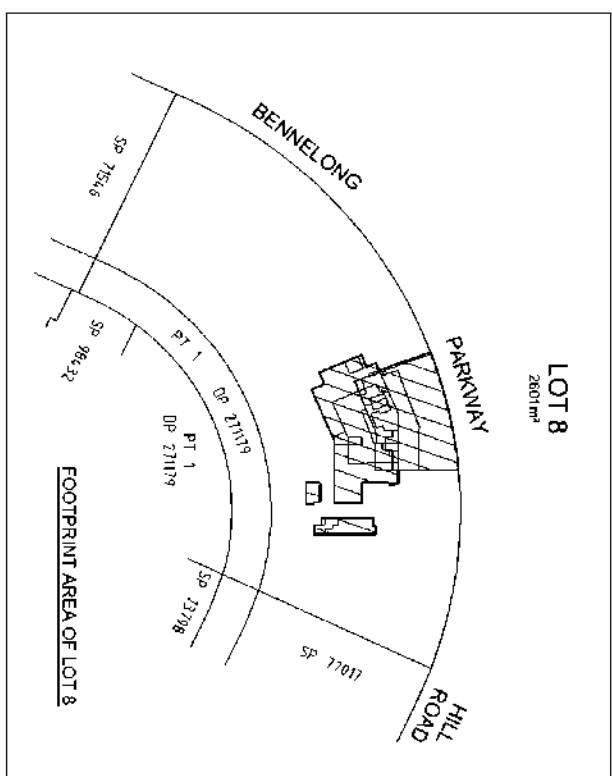
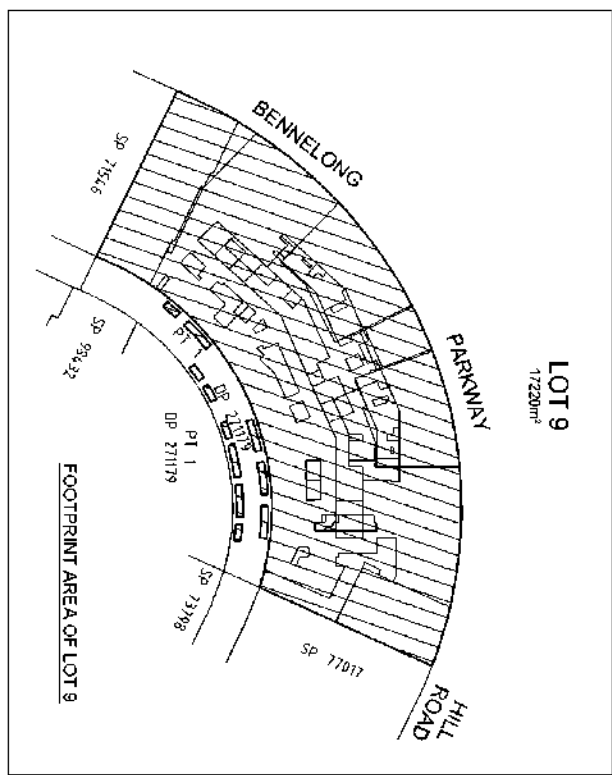
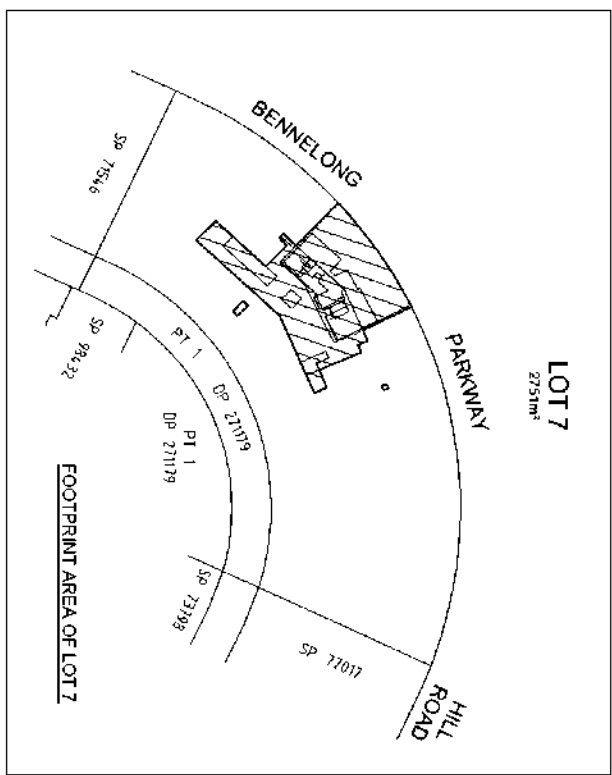
Registered 8.7.2019

DP271179 ADDITIONAL SHEET 44



DETAIL PLAN
(SHEET 24 OF 24 SHEETS)
TOTAL LOT AREAS AND FOOTPRINT AREAS

THIS IS SHEET 45 OF DP 271179 AND IT REPLACES SHEET 15 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET



SCHEDULE OF TOTAL AREAS

LOT	NO. OF PARTS	TOTAL AREA (m ²)
7	18	9157.3
8	18	8658
9	24	115633.3
10	3	11635

SUBRECTOR
Name: JACEK DZIKOWSKI
Date of Survey: 18 FEBRUARY 2018
Surveyor's Reference: 31973-027DP

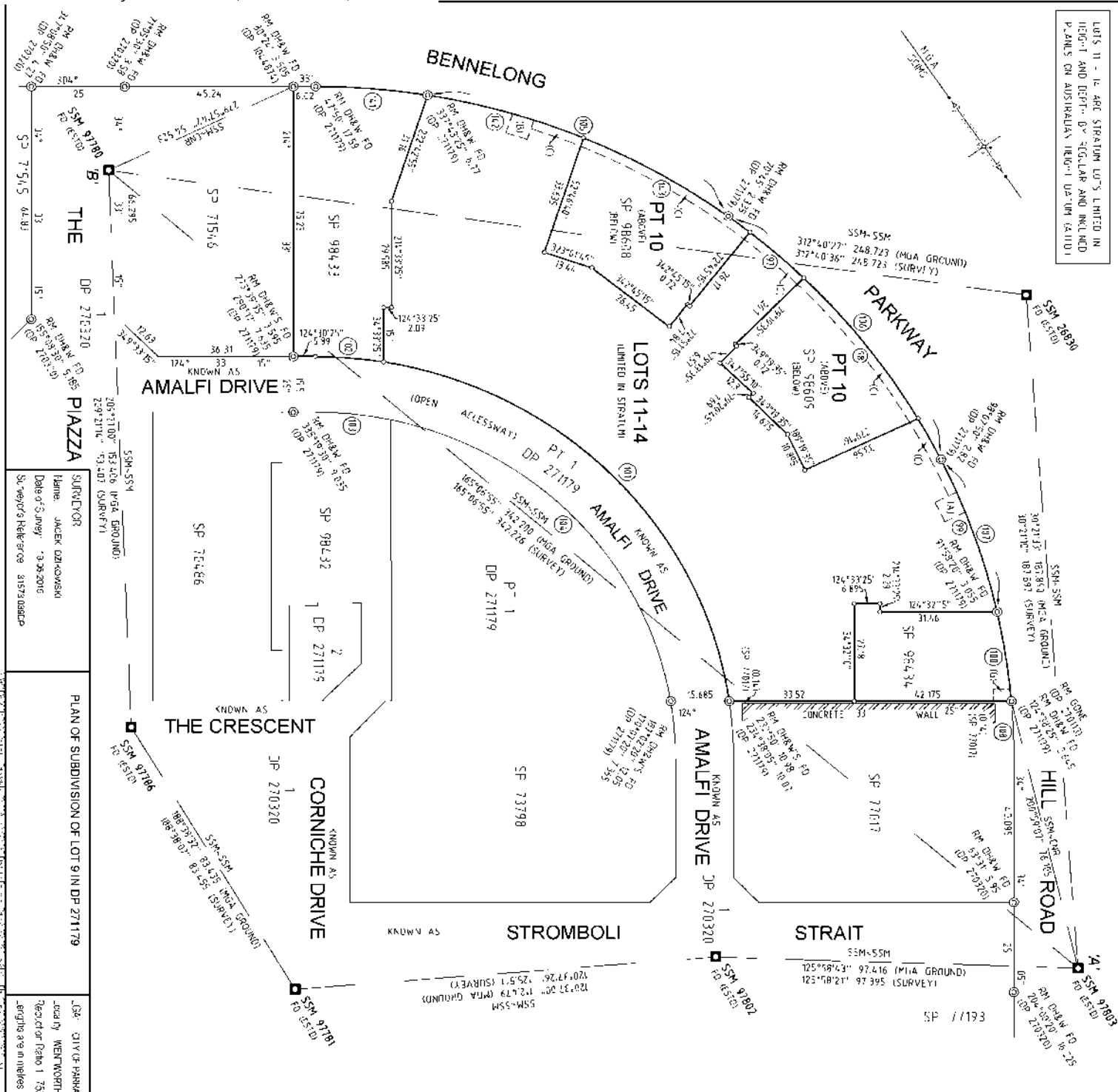
PLAN OF SUBDIVISION OF LOT 6 IN DP 271179

LSA: CITY OF PARAKMATTI
Locality: WENTWORTH POINT
Reduction Ratio: 1:1500
Lengths are in metres.

Registered
8.7.2019

DP271179
ADDITIONAL SHEET 45

LOTS 11 - 14 ARE STRATION LOT'S LIMITED IN HEIGHT AND DEPTH BY REGULAR AND INCLINED PLAINS OR AUSTRALIAN HEIGHT DATUM (AHD).



DETAIL PLAN
(SHEET 1 OF 28 SHEETS)

COORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE
SSM 26670	321 521.62	6231 4272.98	B	3	SCMS	ROUND
SSM 97780	321 715.926	6234 708.519	C	1	SCMS	ROUND
SSM 97781	321 901.433	6234 575.109	C	1	SCMS	ROUND
SSM 97782	321 791.056	6234 692.822	C	3	SCMS	ROUND
SSM 97802	321 706.835	6235 032.293	C	3	SCMS	ROUND
SSM 97803	321 428.104	6235 085.622	C	1	SCMS	ROUND

DATE OF SURVY COORDINATES: 24-05-2019
 ORIGINAL SCALE: FACTOR 0.999998
 NGA DATUM GDA99

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM	VALUATION	STATE
SSM 26833	2.538	LC	L3	SCMS ADOPTED	ROUND	ROUND
SSM 97783	3.539	LC	L3	SCMS-DATUM VALUATION	ROUND	ROUND
SSM 97784	3.599	LC	L3	SCMS-DATUM VALUATION	ROUND	ROUND
SSM 97786	5.673	LC	L3	SCMS-DATUM VALUATION	ROUND	ROUND
SSM 97802	5.435	LC	L3	SCMS-DATUM VALUATION	ROUND	ROUND
SSM 97803	2.046	LC	L3	SCMS-DATUM VALUATION	ROUND	ROUND

DATE OF AHD VALUES: 24-05-2009
 ORIGINAL DATUM: AHD11

HEIGHT REFERENCE SCHEDULE

FROM	TO	HEIGHT REFERENCE	METHOD
SSM 97803	SSM 97802	-3.545	TRIGONOMETRIC HEIGHTING
SSM 97804	SSM 97784	0.208	TRIGONOMETRIC HEIGHTING
SSM 97784	SSM 97786	0.319	TRIGONOMETRIC HEIGHTING
SSM 97786	SSM 97783	1.509	TRIGONOMETRIC HEIGHTING
SSM 97783	SSM 26833	0.555	TRIGONOMETRIC HEIGHTING
SSM 26833	SSM 97801	6.702	TRIGONOMETRIC HEIGHTING

SURVEYOR
 Name: JACEK OZKOWSKI
 Date of Survey: 03-05-2016
 Survey Reference: 81573/08/06

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

City: CITY OF PARRAMATTA
 Local Authority: WENTWORTHPOINT
 Reclector Ratio: 1:750
 Length in metres

Register:
 4 10 2019

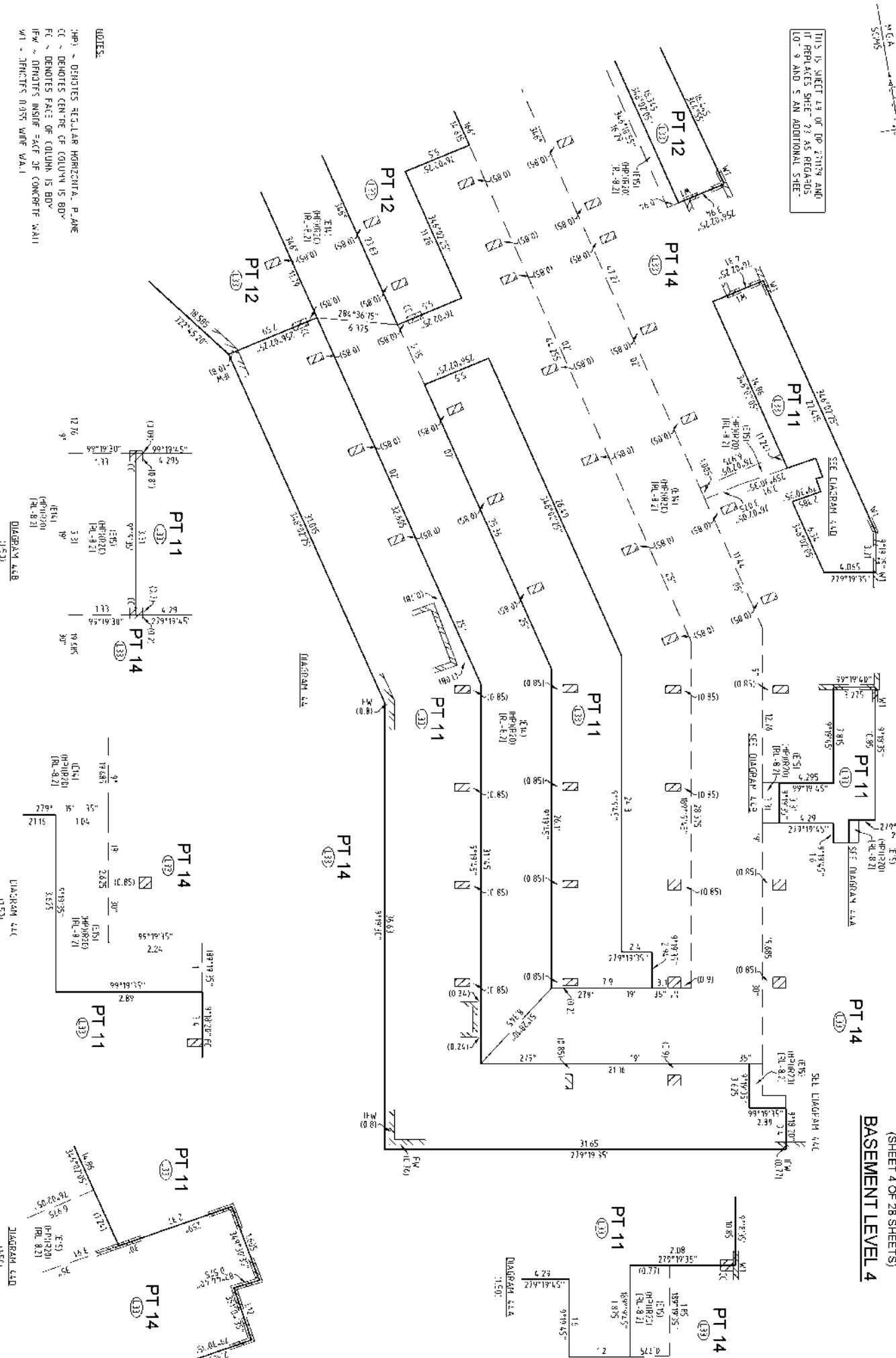
DP 271179
 ADDITIONAL SHEET 46

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS AND SCHEDULE OF SHORT AND CURVED LINES

THIS IS SHEET 46 OF DP 271179 AND IF REPLACES SHEET 22 AS RESIDUALS LOT 9 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
(SHEET 4 OF 28 SHEETS)
BASEMENT LEVEL 4

THIS IS SHEET 4 OF DP 271179 AND IT REPLACES SHEET 23 AS PREVIOUS LOT 9 AND 5 AN ADDITIONAL SHEET.



- NOTES:**
- HP - DENOTES REGULAR HORIZONTAL PLANE
 - CC - DENOTES CENTRE OF COLUMN IS BOX
 - FC - DENOTES FACE OF COLUMN IS BOX
 - IFW - DENOTES INSIDE FACE OF CONCRETE WALL
 - WI - DENOTES OUTSIDE FACE OF WALL

DIMENSIONS: CENTRE OF 0.2 WIDE CONCRETE WALL UNLESS NOTED OTHERWISE IS BOX

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR
Name: JACEK OZKOWSKI
Date of Survey: 3-26-2019
Survey Reference: 31573 (GABDEP)

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

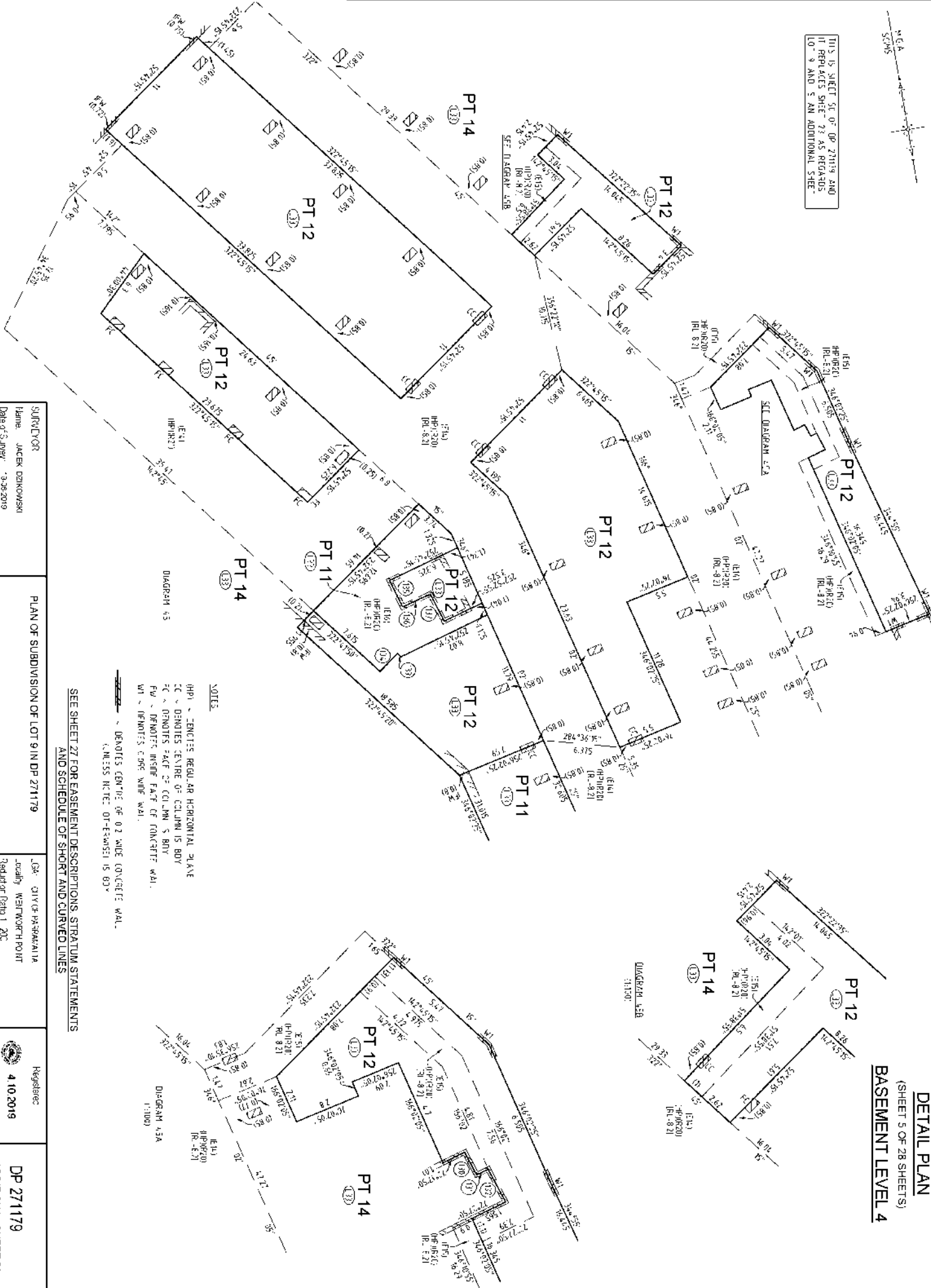
LSR: CIVIC ENGINEERING
Locality: WESTWORTH POINT
Receptor Ratio: 1:200
Graphic: 9/16 inches

Registered: 4 10 2018

DP 271179
ADDITIONAL SHEET 49

DETAIL PLAN
 (SHEET 5 OF 28 SHEETS)
BASEMENT LEVEL 4

THIS IS SHEET 50 OF 271179 AND IT REPLACES SHEET 23 AS PREVIOUS LOT 9 AND 5 AN ADDITIONAL SHEET.



NOTES

- HP1 - FINISHES BEHIND HORIZONTAL SLAB
- CC - DENOTES CENTRE OF COLUMN IS BOLD
- FC - DENOTES FACE OF COLUMN S BODY
- FW - DENOTES INSIDE FACE OF CONCRETE WALL
- WT - DENOTES CORE WIND WALL
- DENOTES CENTRE OF 0.2 WIDE CONCRETE WALL
- (UNLESS NOTED OTHERWISE) IS 80°

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR
 Name: JACEK OZKOWSKI
 Date of Survey: 3-26-2019
 Survey Reference: 31573 (GDOP)

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

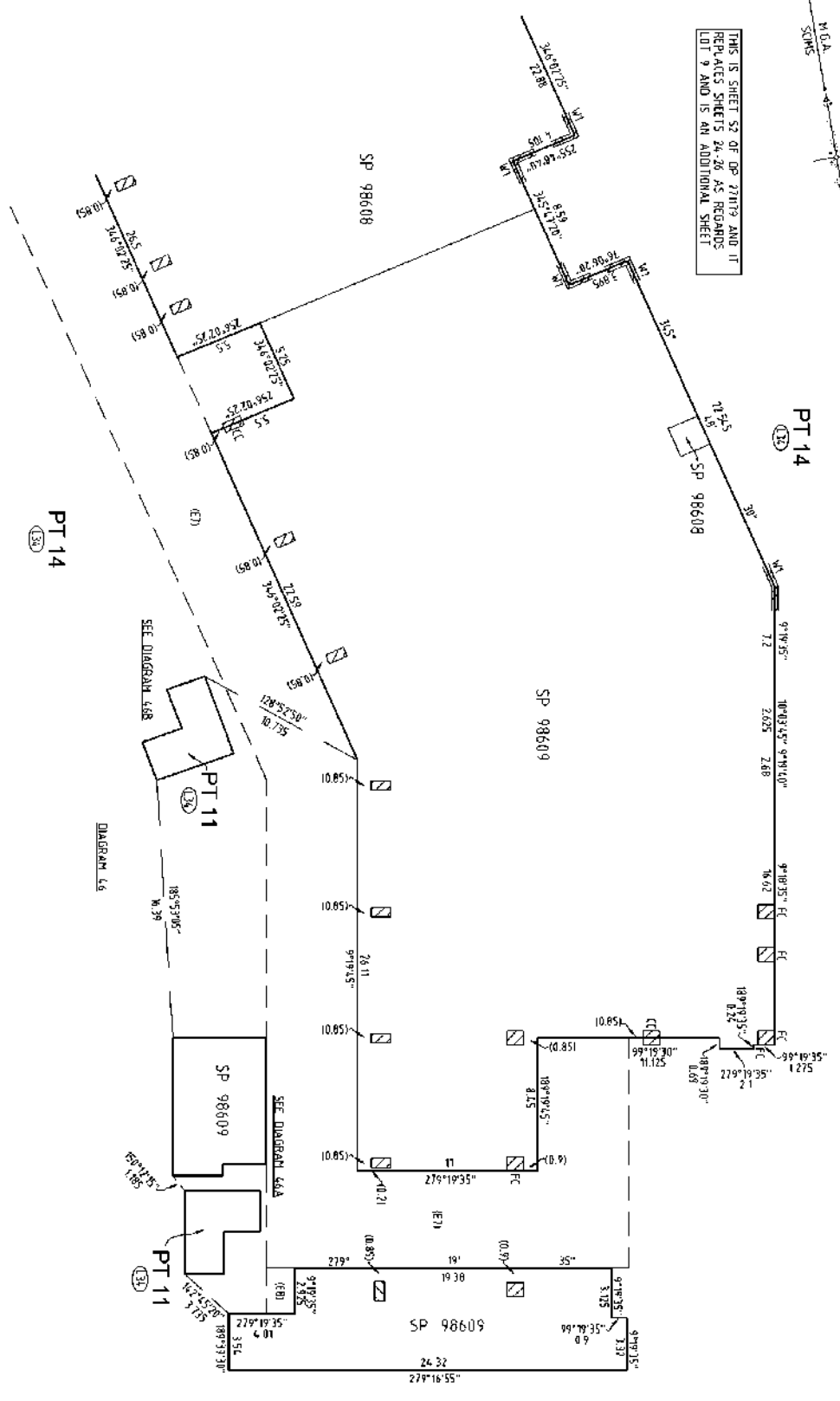
USE: CIVIC OR PARAPARKING
 Locality: WESTWORTH POINT
 Zoning: R20
 Height: 9.9m

Registered: 4 10 2019

DP 271179
 ADDITIONAL SHEET 50

DETAIL PLAN
(SHEET 7 OF 28 SHEETS)
BASEMENT LEVEL 3

THIS IS SHEET 52 OF DP 271179 AND IT REPLACES SHEETS 24-26 AS REGARDS LOT 9 AND IS AN ADDITIONAL SHEET

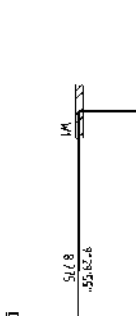


NOTES

- CC - DENOTES CENTRE OF COLUMN IS BOY
- FC - DENOTES FACE OF COLUMN IS BOY
- FW - DENOTES FACE OF WALL IS BOY
- W1 - DENOTES 0.955 WIDE WALL
- W2 - DENOTES 0.25 WIDE CONCRETE WALL

- DENOTES (CENTRE OF 0.2 WIDE CONCRETE WALL (UNLESS NOTED OTHERWISE) IS BOY

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRUTUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES



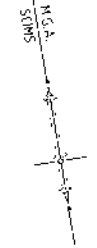
SURVEYOR	Name: JACOB OZIMKOWSKI
Date of Survey:	19/06/2019
Surveyor's Reference:	3173 0800E

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179
(1:1000)

LGA: CITY OF PARAKEETUA
Locality: WETWORTH POINT
Reduction Ratio: 1:200
Lengths are in metres

Registered
4.10.2019

DP 271179
ADDITIONAL SHEET 52



THIS IS SHEET 53 OF DP 271179 AND IT REPLACES SHEETS 24-26 AS REQUIRED BY LOT 9 AND 5 IN AN ADDITIONAL SHEET

DETAIL PLAN
(SHEET 8 OF 28 SHEETS)
BASEMENT LEVEL 3

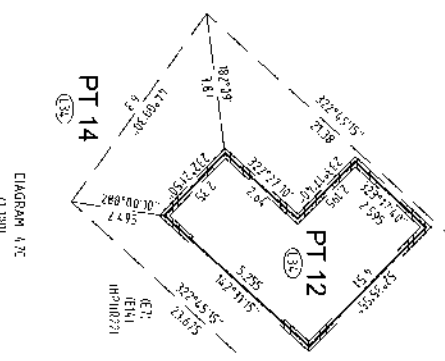
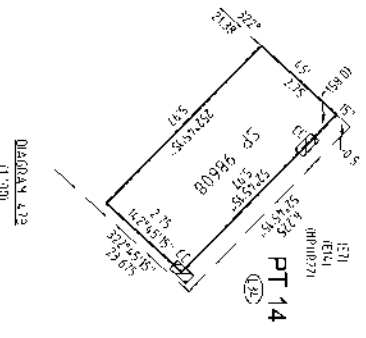
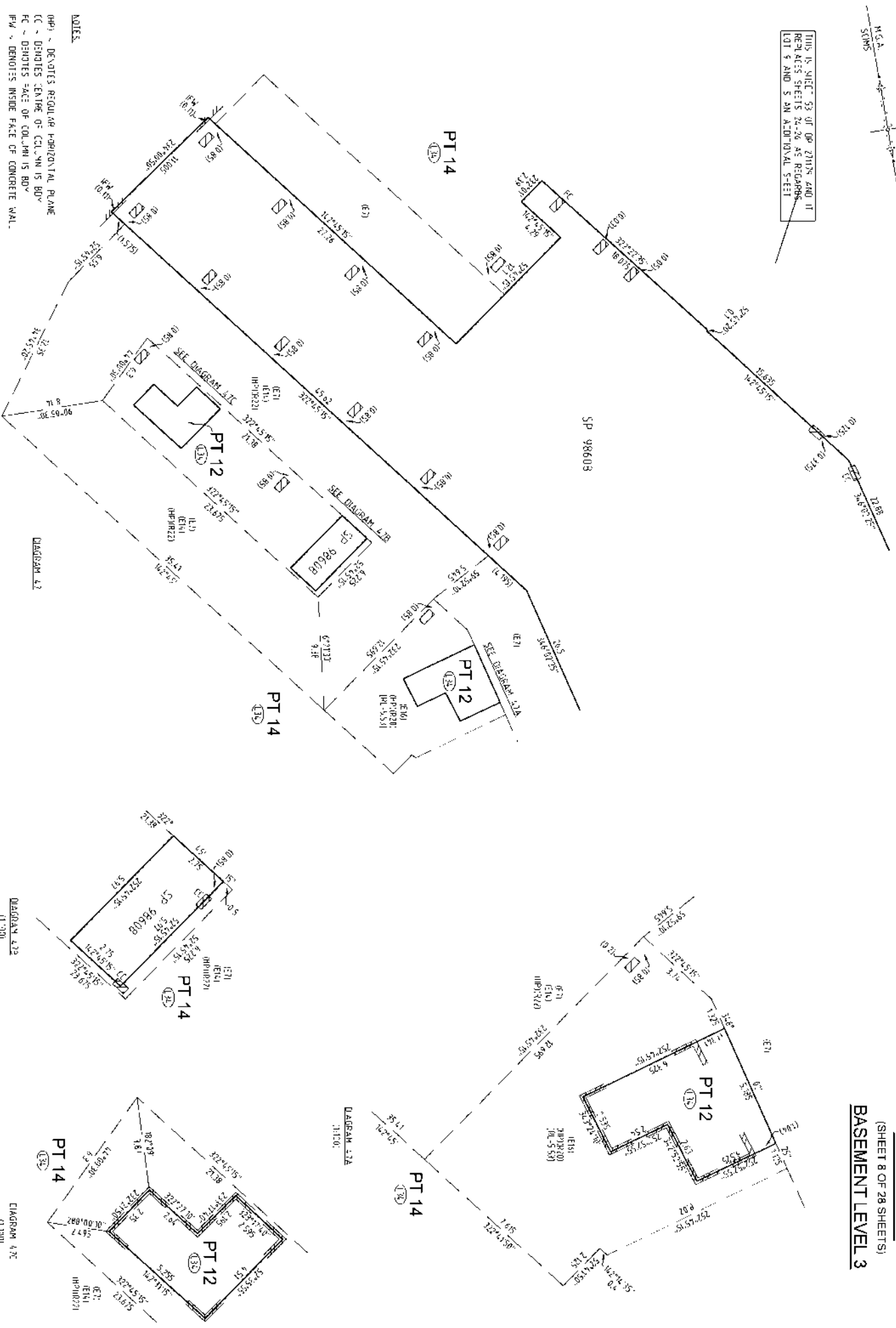


DIAGRAM L12
1:100

DIAGRAM L13A
1:100

NOTES

- HP - DENOTES REGULAR HORIZONTAL PLANE
- IC - DENOTES CENTRE OF COLUMN IS BOW
- FC - DENOTES FACE OF COLUMN IS BOW
- FM - DENOTES INSIDE FACE OF CONCRETE WALL
- HPM - DENOTES CENTRE OF 1.2 MIRE CONCRETE WALL IS BOW

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEY NO	1030
Name	JACEK DZ KOWSKI
Date of Survey	10-26-2019
Survey Reference	215262920

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

LGA	CITY OF PARADELPIA
Locality	WEST WORTH COURT
Reduction Ratio	1:200
Lengths are in metres	

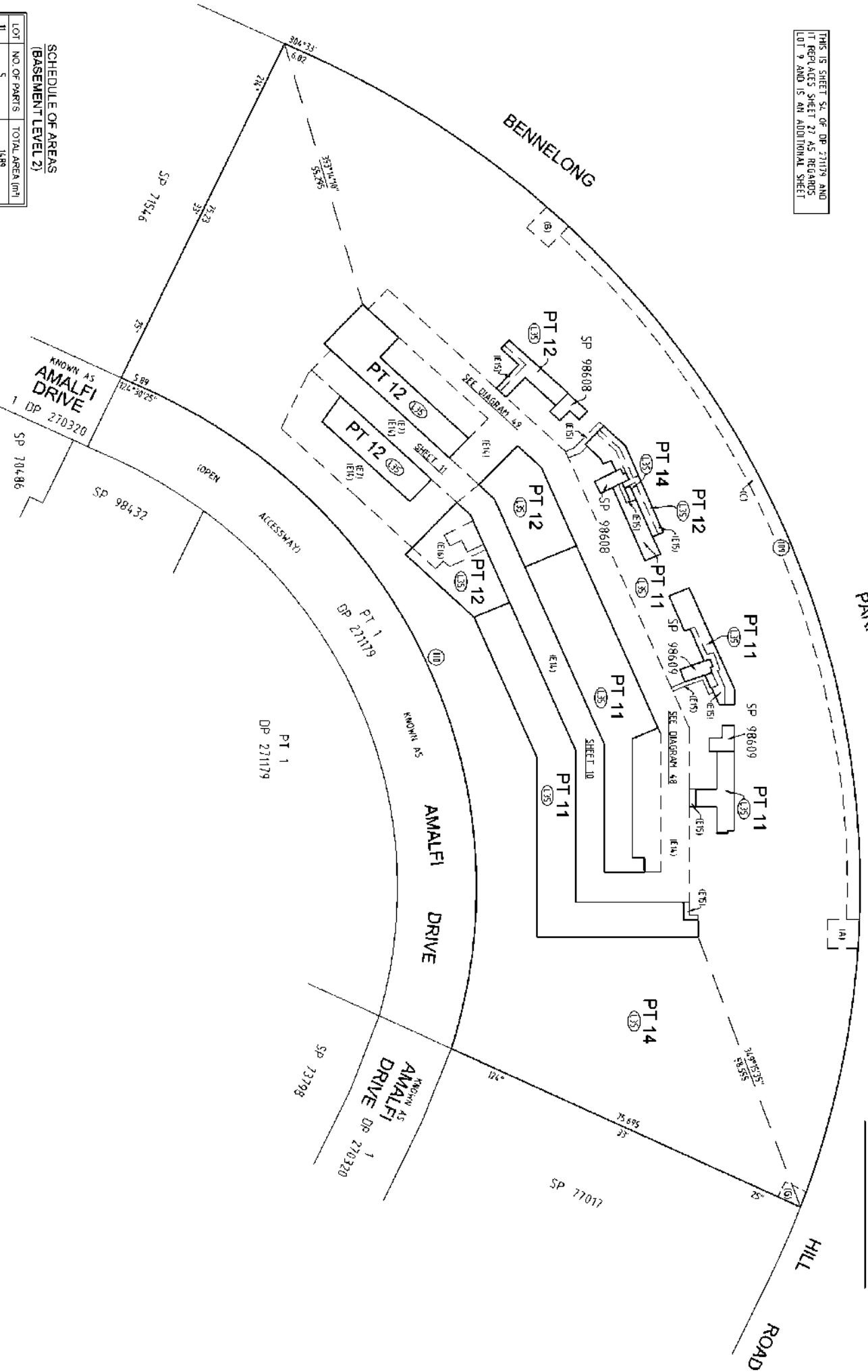
Registered
4 10 2019

DP 271179
ADDITIONAL SHEET 53



THIS IS SHEET 54 OF DP 271179 AND IT REPLACES SHEET 27 AS REGARDS LOT 9 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
(SHEET 9 OF 28 SHEETS)
BASEMENT LEVEL 2



SCHEDULE OF AREAS
(BASEMENT LEVEL 2)

LOT	NO. OF PARTS	TOTAL AREA (m ²)
11	5	14.99
12	6	1009.2
13	0	0
14	2	14.374

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

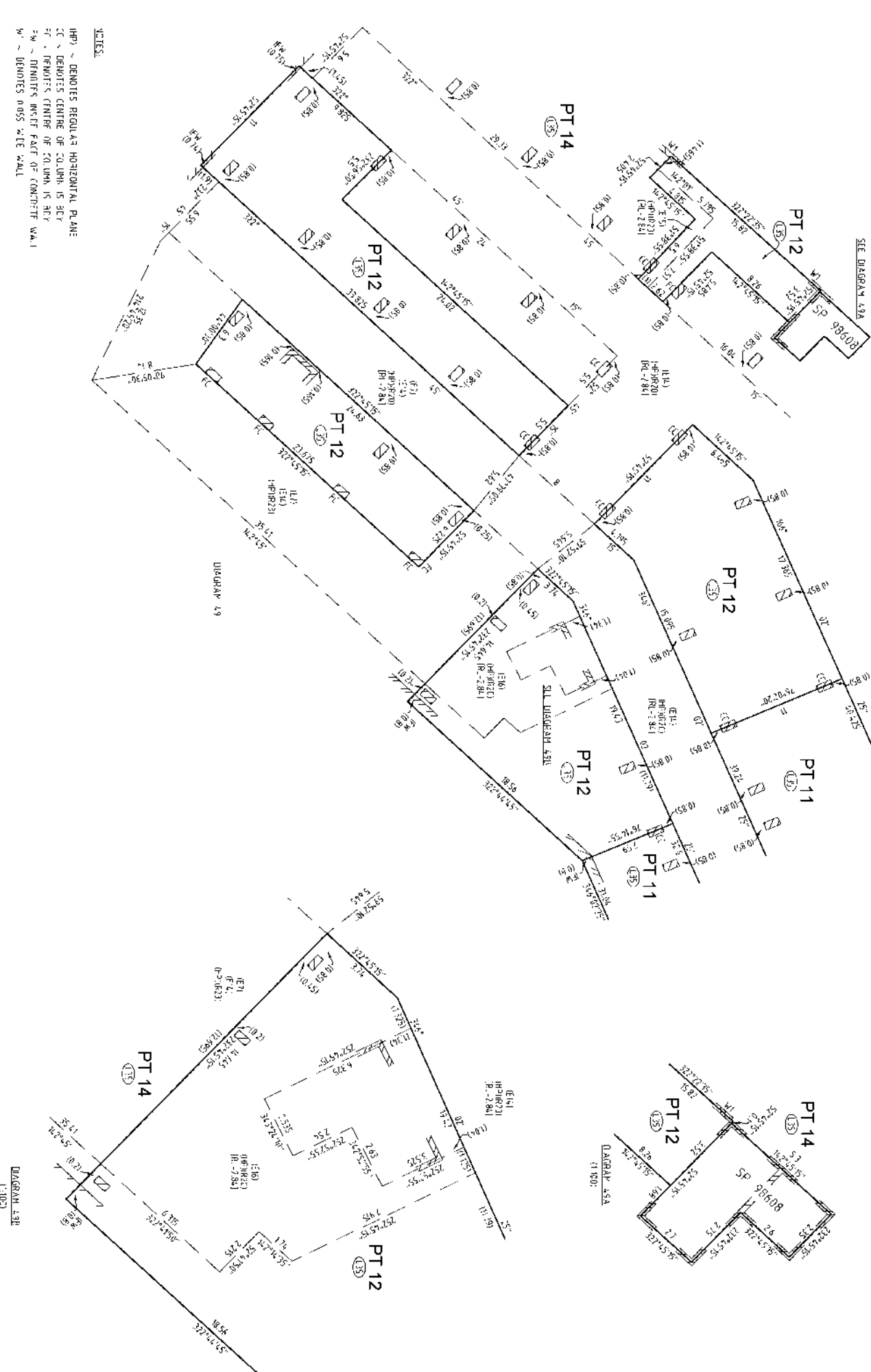
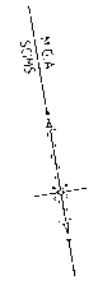
SURVEYOR
Name: JACOB OZKOWSKI
Date of Survey: 19/06/2019
Surveyor's Reference: 3173 0900E

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

LGA: CITY OF PARADELTA
Locality: WESTWORTH POINT
Reduction Ratio: 1: 500
Lengths are in metres

Registered
4.10.2019

DP 271179
ADDITIONAL SHEET 54



THIS IS SHEET 56 OF DP 271179 AND
 IT REPLACES SHEET 27 AS REGARDS
 LOT 9 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
 (SHEET 11 OF 28 SHEETS)
BASEMENT LEVEL 2

NOTES:

- HP - DENOTES REGULAR HORIZONTAL PLANE
- CC - DENOTES CENTRE OF COLUMN IS BEY
- FC - DENOTES CENTRE OF COLUMN IS BEY
- FW - DENOTES INSIDE FACE OF CONCRETE WALL
- W - DENOTES 1005 W/LE WALL

- DENOTES CENTRE OF 0.7 W/LE CONCRETE WALL
 UNLESS NOTED OTHERWISE IS BAY

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS
 AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR
 Name: JACEK OZKOWSKI
 Date of Survey: 3-26-2019
 Survey Reference: 31573 (68006)

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

USE: CIVIC-PARISHALLIA
 Locality: WESTWORTH POINT
 Zoning: R10
 Height: 9.0 m

Registered:
 4.10.2019

DP 271179
 ADDITIONAL SHEET 56

DIAGRAM 438
 1:100

DIAGRAM 439



DETAIL PLAN

(SHEET 12 OF 28 SHEETS)

BASEMENT LEVEL 2

THIS IS SHEET 57 OF DP 271179 AND IT REPLACES SHEET 27 AS BECAUSE LOT 9 AND 15 AN ADDITIONAL SHEET

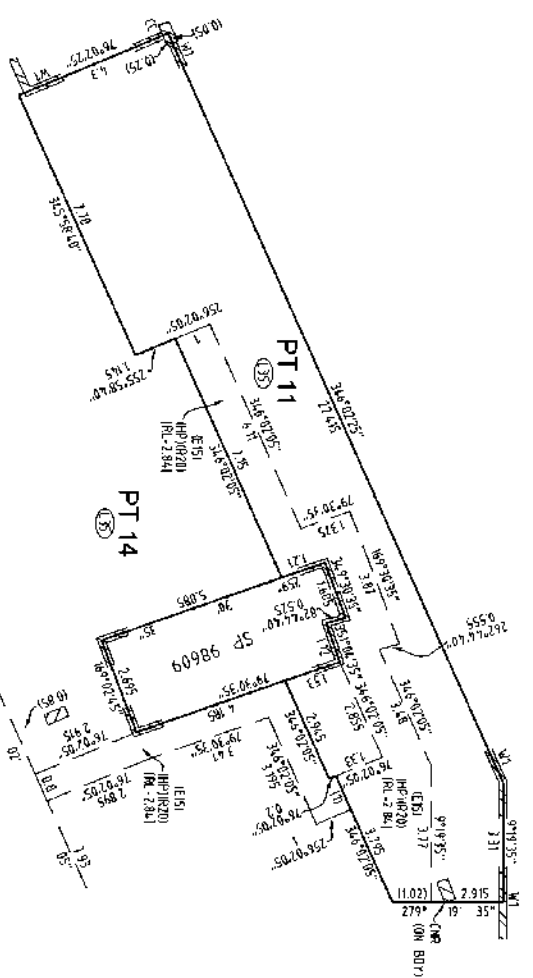
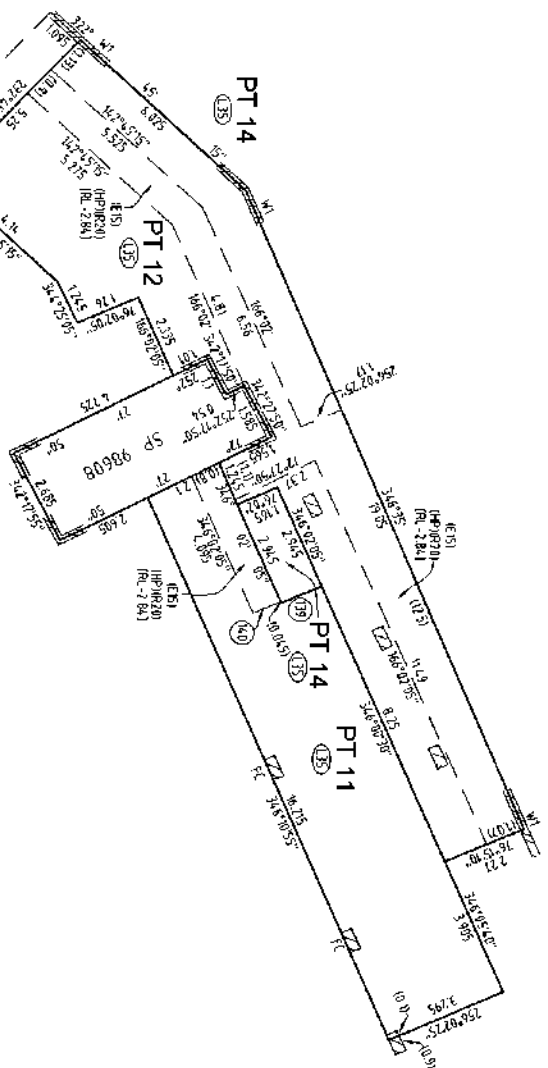


DIAGRAM 480



SURVEYOR	Name: JACEK OZKOWSKI Date of Survey: 19-06-2019 Surveyor's Reference: 3173 0930P
-----------------	--

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

LGA: CITY OF PARADELTA
 Locality: WESTBOROUGH POINT
 Reduction Ratio: 1:100
 Lengths are in metres

Registered
 4.10.2019

DP 271179
 ADDITIONAL SHEET 57

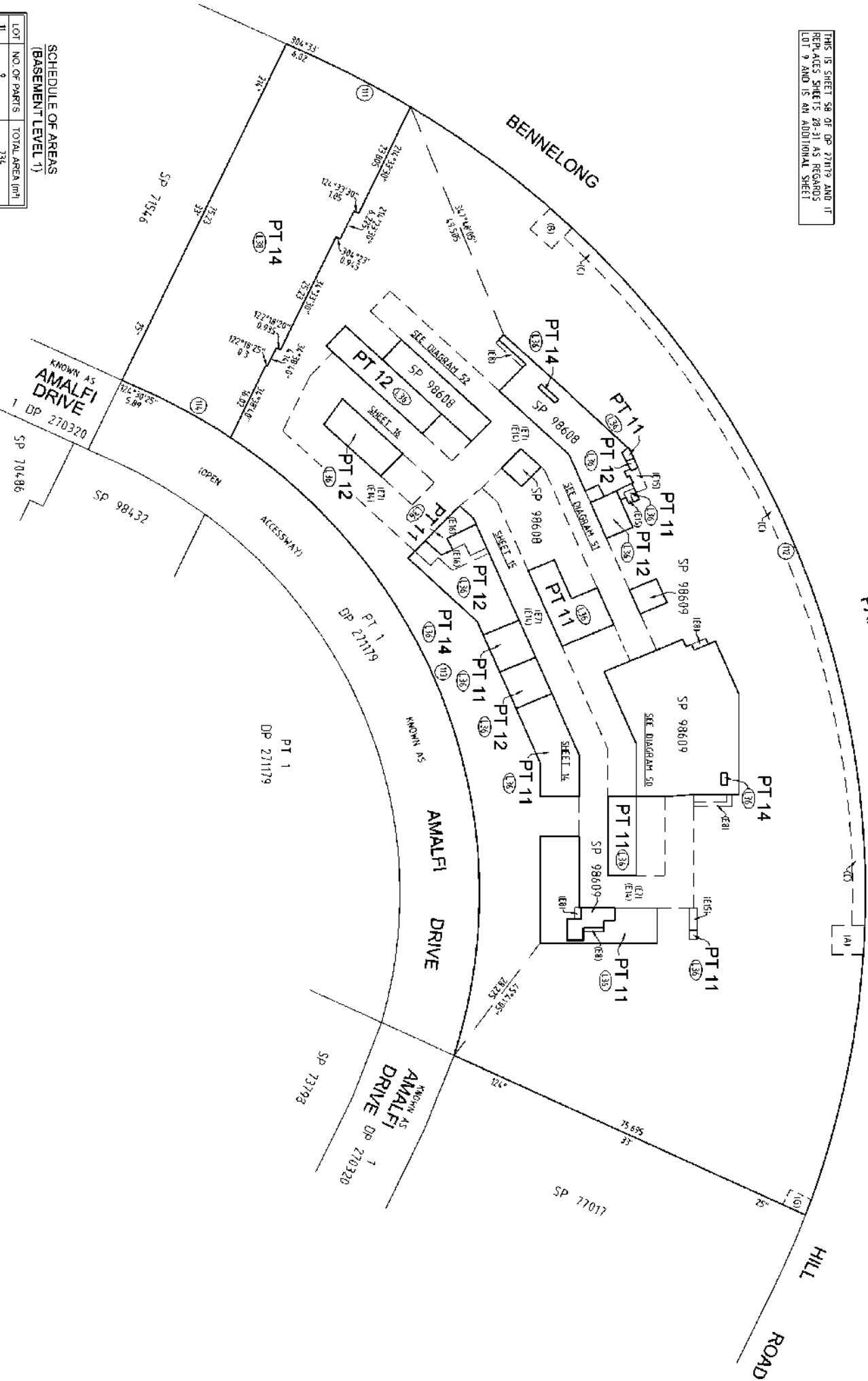
SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

- NOTES:**
- (HP) ~ DENOTES REGULAR HORIZONTAL PLANE
 - FC ~ DENOTES CENTRE OF COLUMN IS B.O.V
 - W1 ~ DENOTES DUSTY WIDE WALL
 - ~ DENOTES CENTRE OF 0.2 WIDE CONCRETE WALL UNLESS NOTED OTHERWISE IS B.O.V



THIS IS SHEET 13 OF DP 271179 AND IT REPLACES SHEETS 28-31 AS REGARDS LOT 9 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
 (SHEET 13 OF 28 SHEETS)
BASEMENT LEVEL 1



SCHEDULE OF AREAS
 (BASEMENT LEVEL 1)

LOT	NO. OF PARTS	TOTAL AREA (m ²)
11	9	134.1
12	6	567.7
13	0	0
14	7	14,812.8

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR
 Name: JACOB OZKOWSKI
 Date of Survey: 19/06/2019
 Surveyor's Reference: 3173 0900P

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

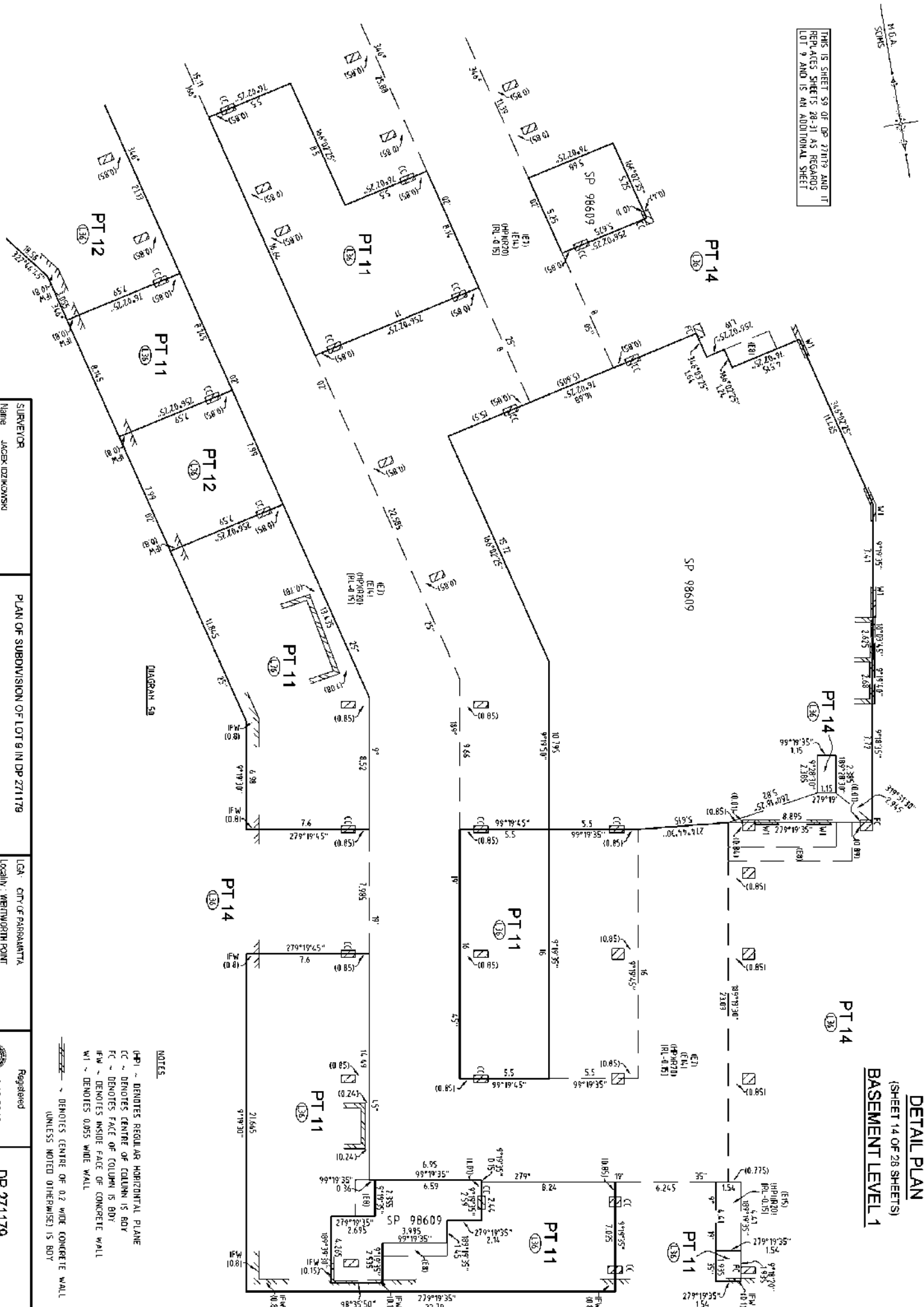
LGA: CITY OF PARADELTA
 Locality: WESTWORTH POINT
 Reduction Ratio: 1: 500
 Lengths are in metres

Registered
 4.10.2019

DP 271179
 ADDITIONAL SHEET 58



THIS IS SHEET 59 OF DP 271179 AND IT REPLACES SHEETS 28-31 AS REGARDS LOT 9 AND IS AN ADDITIONAL SHEET



DETAIL PLAN
(SHEET 14 OF 28 SHEETS)
BASEMENT LEVEL 1

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR
Name: JACEK OZKOWSKI
Date of Survey: 19/06/2019
Surveyor's Reference: 3173 0900P

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

LGA: CITY OF PARADELTA
Locality: WESTBOROUGH POINT
Reduction Ratio: 1:150
Lengths are in metres

Registered
4.10.2019

DP 271179
ADDITIONAL SHEET 59

- NOTES:**
- (HPI) ~ DENOTES REGULAR HORIZONTAL PLANE
 - CC ~ DENOTES CENTRE OF COLUMN IS BOY
 - FC ~ DENOTES FACE OF COLUMN IS BOY
 - FW ~ DENOTES INSIDE FACE OF CONCRETE WALL
 - W1 ~ DENOTES 0.055 WIDE WALL
 - DENOTES CENTRE OF 0.2 WIDE CONCRETE WALL (UNLESS NOTED OTHERWISE) IS BOY

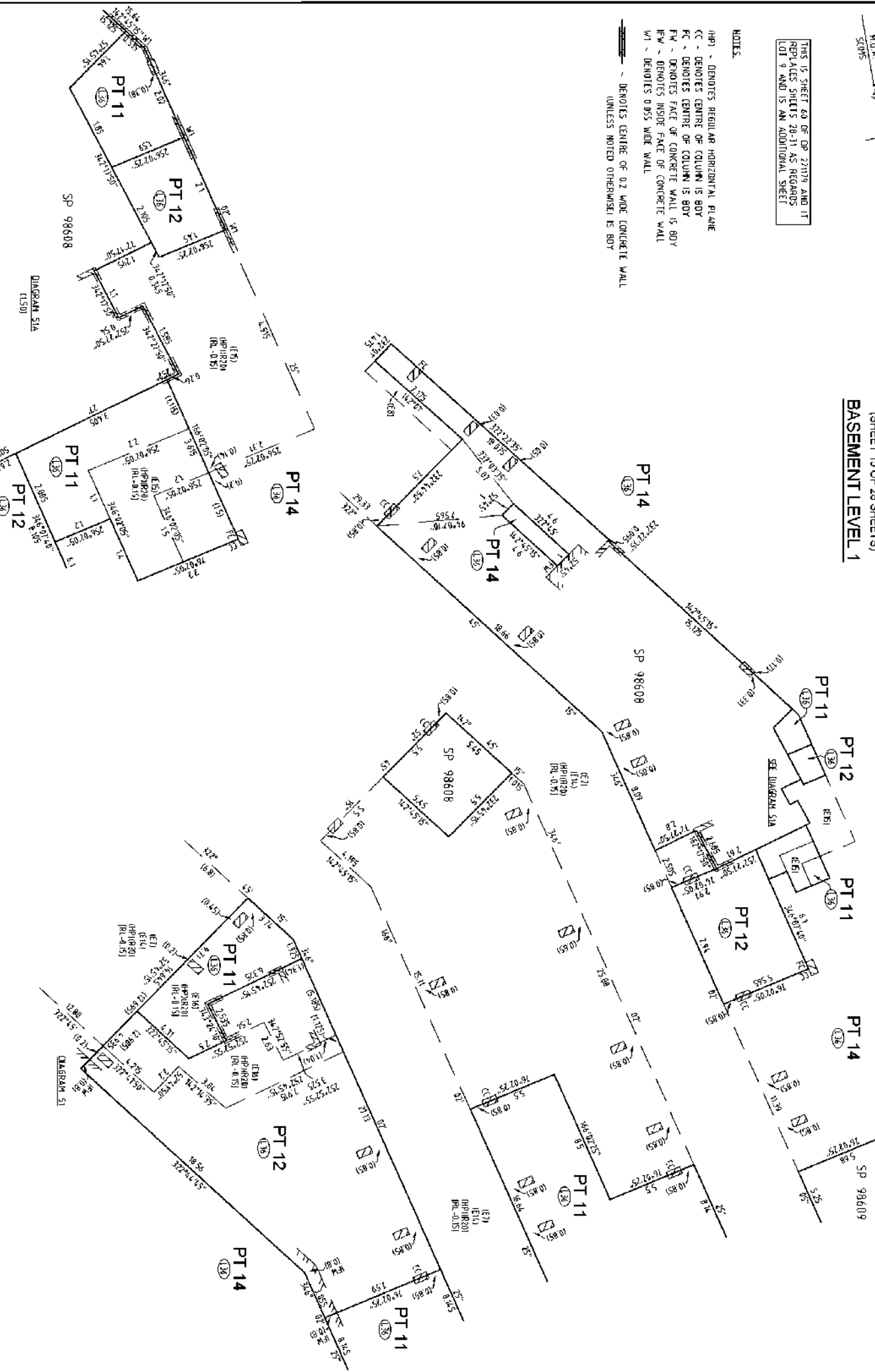


THIS IS SHEET 60 OF DP 271179 AND IT REPLACES SHEETS 28-31 AS REGARDS LOT 9 AND IS AN ADDITIONAL SHEET

NOTES:

- HPH - DENOTES REGULAR HORIZONTAL PLANE
- CC - DENOTES CENTRE OF COLUMN IS BODY
- FC - DENOTES CENTRE OF COLUMN IS BODY
- FW - DENOTES FACE OF CONCRETE WALL IS BODY
- FW - DENOTES INSIDE FACE OF CONCRETE WALL
- W1 - DENOTES 0.055 WIDE WALL
- DENOTES CENTRE OF 0.2 WIDE CONCRETE WALL
- UNLESS NOTED OTHERWISE IS BODY

DETAIL PLAN
(SHEET 15 OF 28 SHEETS)
BASEMENT LEVEL 1



SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

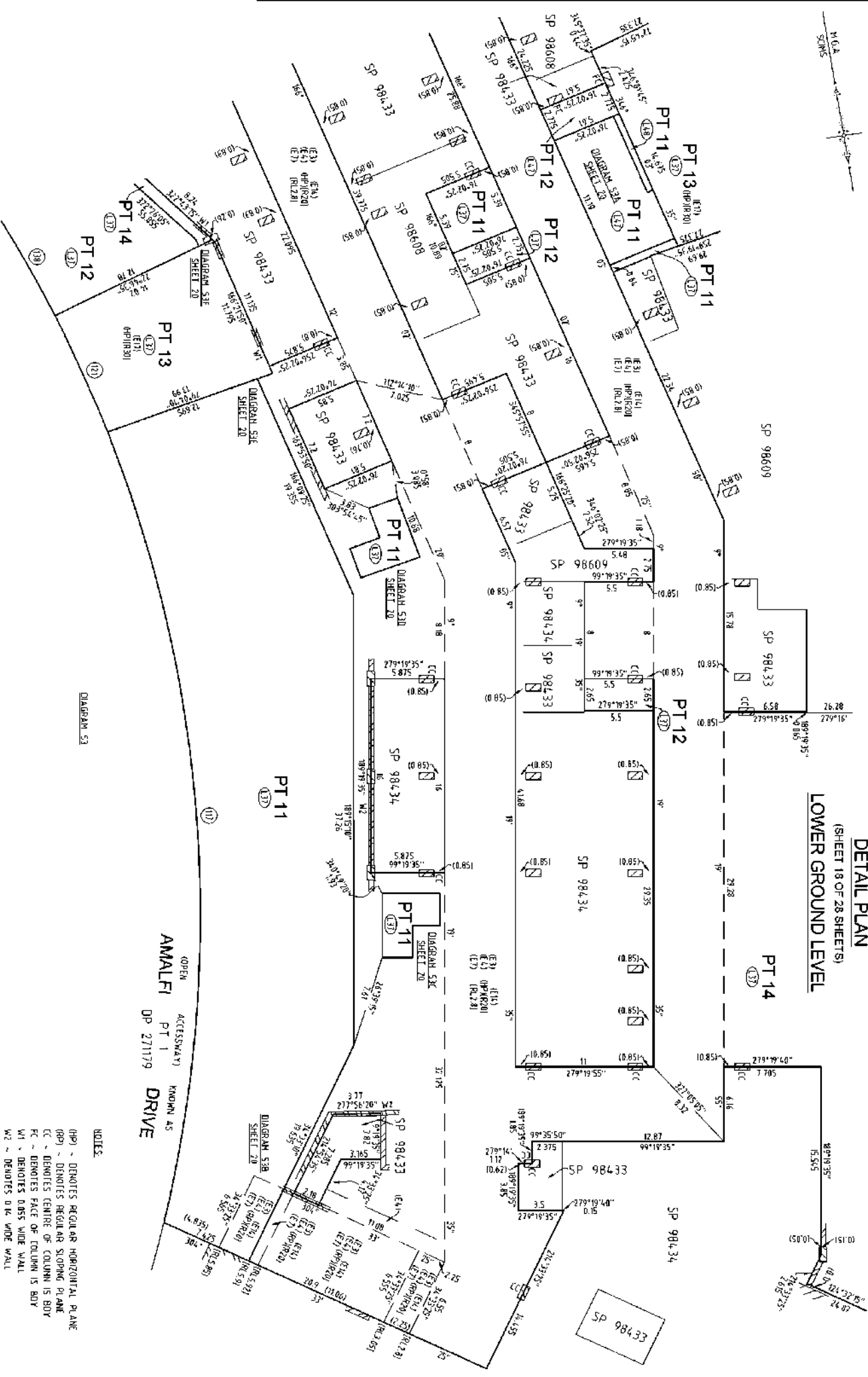
SURVEYOR
Name: JACEK IZAKOWSKI
Date of Survey: 18.08.2019
Surveyor's Reference: 3179 0390P

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179
--

IGA - CITY OF PARRAMATTA
Locally WITHIN THE POINT
Reduction Ratio 1: 150
Lengths are in metres



DP 271179
ADDITIONAL SHEET 60



THIS IS SHEET 63 OF DP 271179 AND IT REPLACES SHEETS 32-35 AS REGARDS LOT 9 AND IS AN ADDITIONAL SHEET

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR
 Name: JACEK DZIKOWSKI
 Date of Survey: 19-06-2019
 Surveyor's Reference: 3173 0380P

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

LGA: CITY OF PARABURNTA
Locality: WESTBOROUGH POINT
Reduction Ratio: 1: 200
 Lengths are in metres

Registered
 4.10.2019

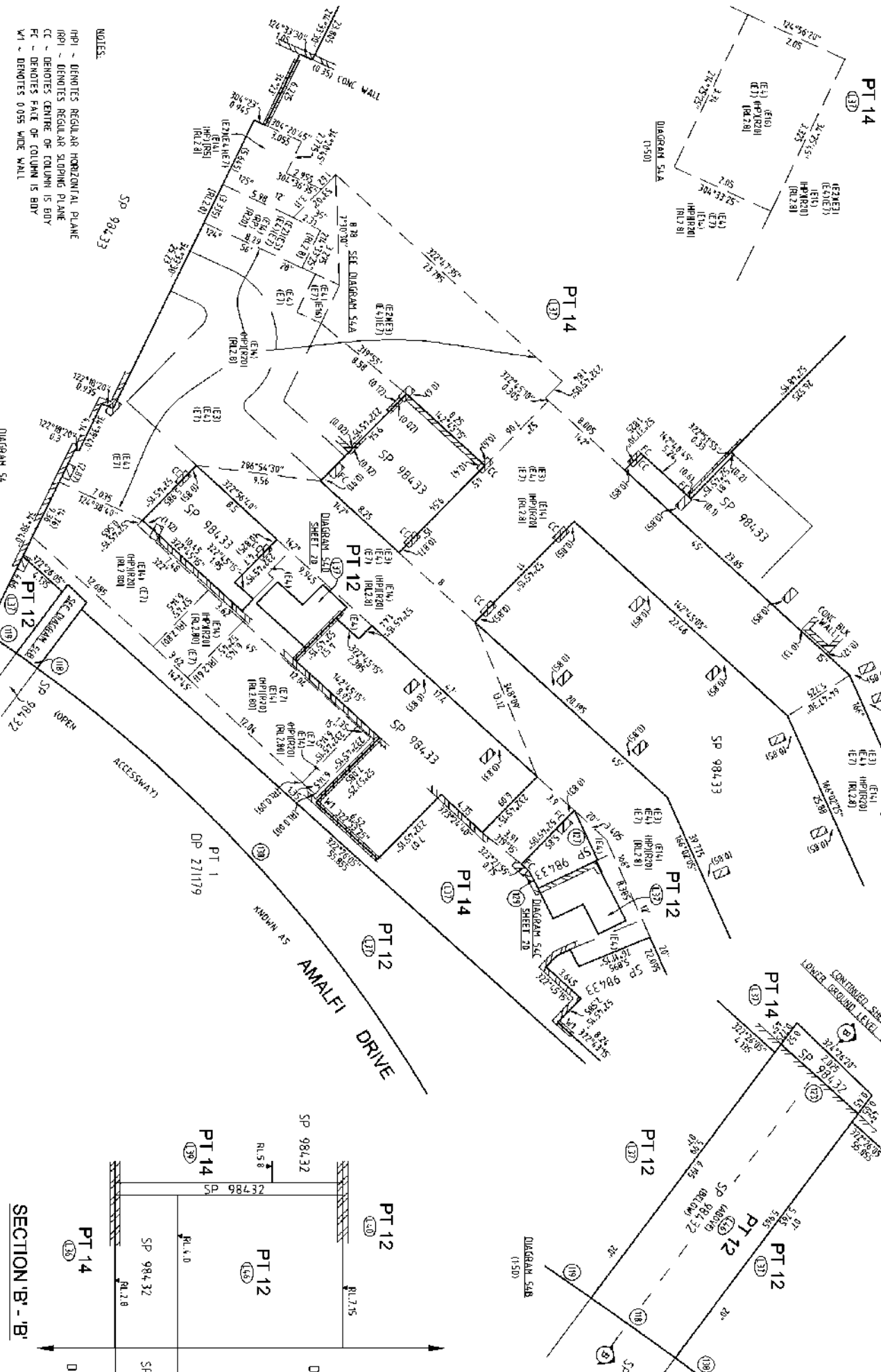
DP 271179
 ADDITIONAL SHEET 63

- NOTES:**
- (HP) - DENOTES REGULAR HORIZONTAL PLANE
 - (RP) - DENOTES REGULAR SLOPING PLANE
 - CC - DENOTES CENTRE OF COLUMN IS BOY
 - FC - DENOTES FACE OF COLUMN IS BOY
 - W1 - DENOTES DRESS WIDE WALL
 - W2 - DENOTES O.K. WIDE WALL
 - DENOTES CENTRE OF 0.2 WIDE CONCRETE WALL (UNLESS NOTED OTHERWISE) IS BOY
 - DENOTES FACE OF CONCRETE WALL IS BOY

WARNINGS: CREASING OR FOLDING WILL LEAD TO REJECTION

THIS IS SHEET 64 OF DP 271179 AND IT REPLACES SHEETS 32-35 AS FIGURES LOT 9 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
 (SHEET 19 OF 28 SHEETS)
LOWER GROUND LEVEL



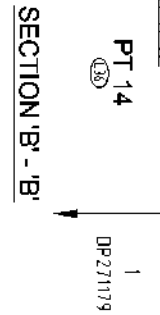
- NOTES:**
- HP1 - DENOTES REGULAR HORIZONTAL PLANE
 - HP2 - DENOTES REGULAR SLOPING PLANE
 - CC - DENOTES CENTRE OF COLUMN IS BOY
 - FC - DENOTES FACE OF COLUMN IS BOY
 - WT - DENOTES 0.055 WIDE WALL
 - ~ - DENOTES CENTRE OF 0.2 WIDE CONCRETE WALL
 - - DIMENSION NOTED OTHERWISE IS BOY
 - - DENOTES FACE OF CONCRETE WALL IS BOY

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

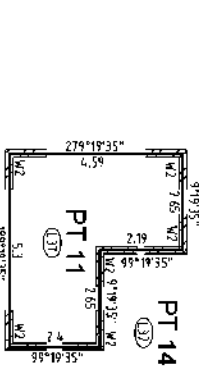
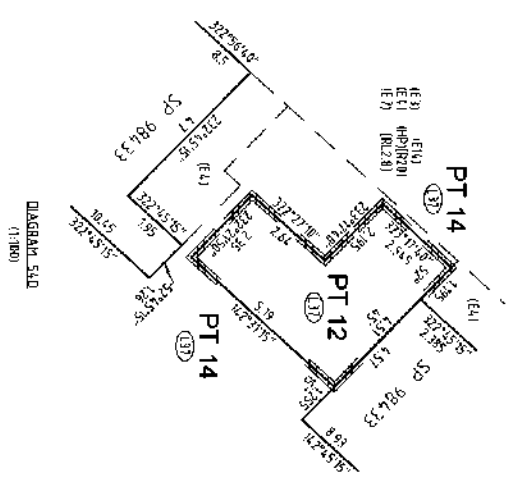
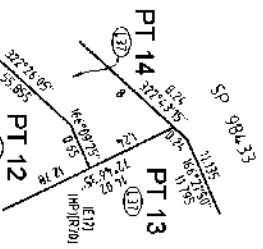
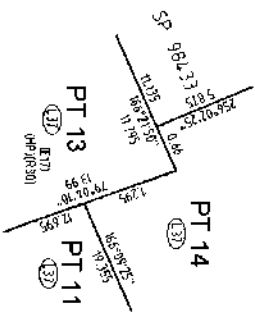
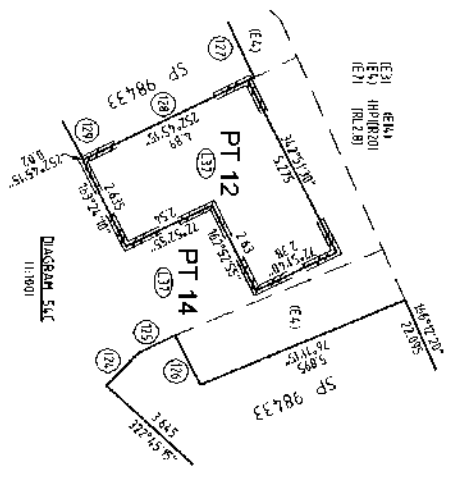
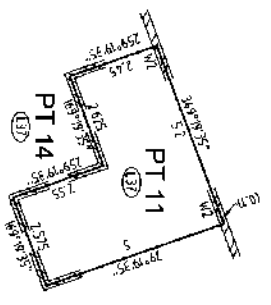
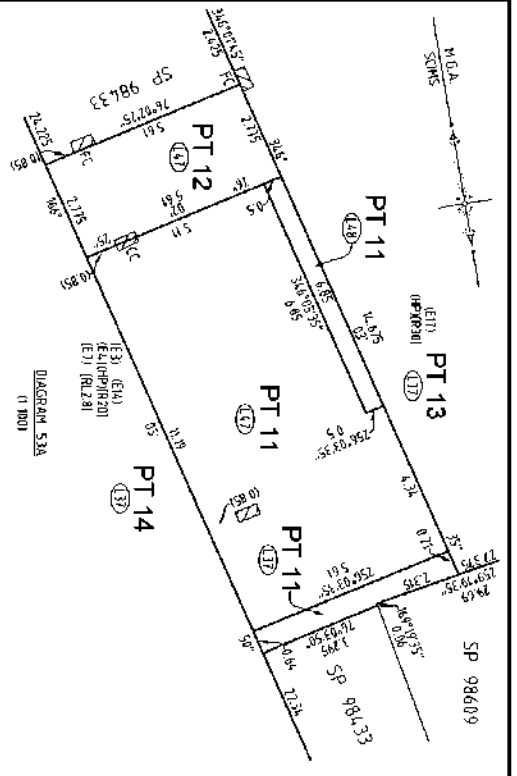
SURVEYOR	PLAN OF SUBDIVISION OF LOT 9 IN DP 271179
Name: JACEK DOKIOWSKI	
Date of Survey: 18-08-2019	
Surveyor's Reference: 31879 0090P	

LOCALITY	CITY OF PARARAMATTA
LOCALITY	WHITFOORTH POINT
REDUCTION RATIO	1:200
LENGTHS	are in metres

REGISTERED	4.10.2019
ADDITIONAL SHEET	DP 271179
ADDITIONAL SHEET	64



DETAIL PLAN
(SHEET 20 OF 28 SHEETS)
LOWER GROUND LEVEL



THIS IS SHEET 65 OF DP 271179 AND IT REPLACES SHEETS 32-35 AS REGARDS LOT 9 AND IS AN ADDITIONAL SHEET

- NOTES**
- HP) - DENOTES REGULAR HORIZONTAL PLANE
 - RP) - DENOTES REGULAR SLOPING PLANE
 - CC - DENOTES CENTER OF COLUMN IS BOY
 - FC - DENOTES FACE OF COLUMN IS BOY
 - W2 - DENOTES 0.25 WIDE CONCRETE WALL
 - DENOTES CENTRE OF 0.2 WIDE CONCRETE WALL (UNLESS NOTED OTHERWISE) IS BOY

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR

Name: JACOB OZKOWSKI
Date of Survey: 19/06/2019
Surveyor's Reference: 3173 0800E

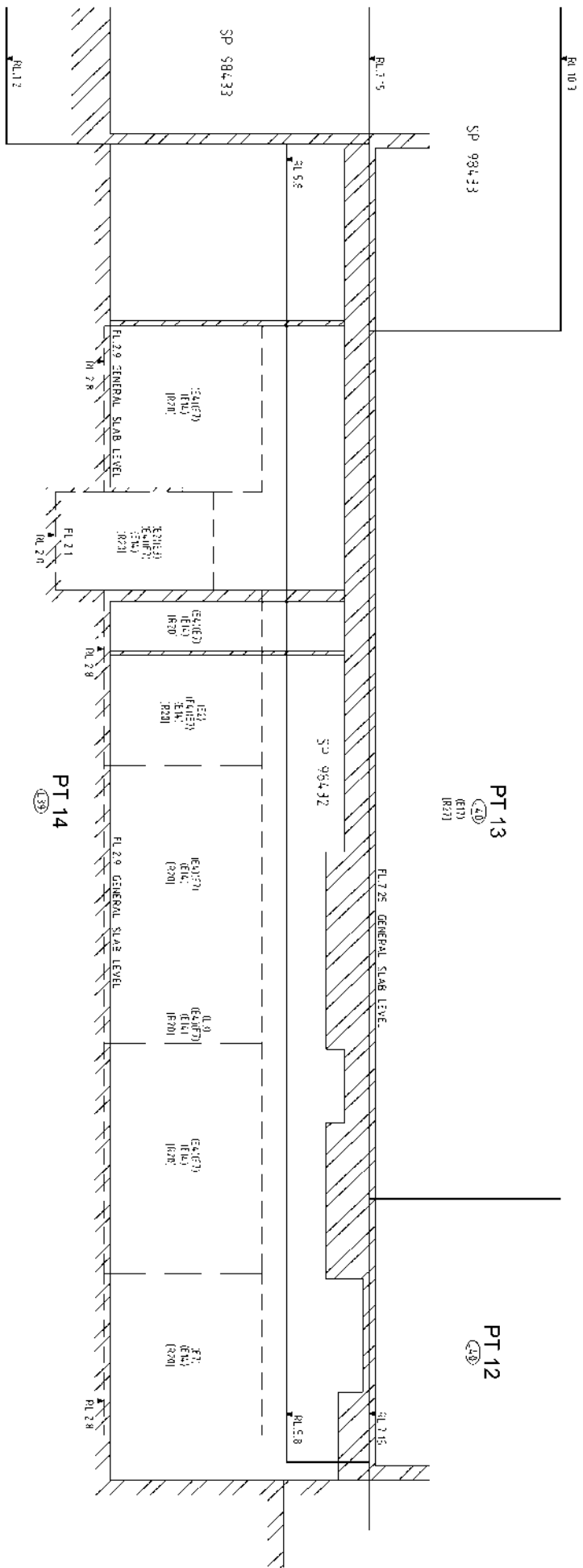
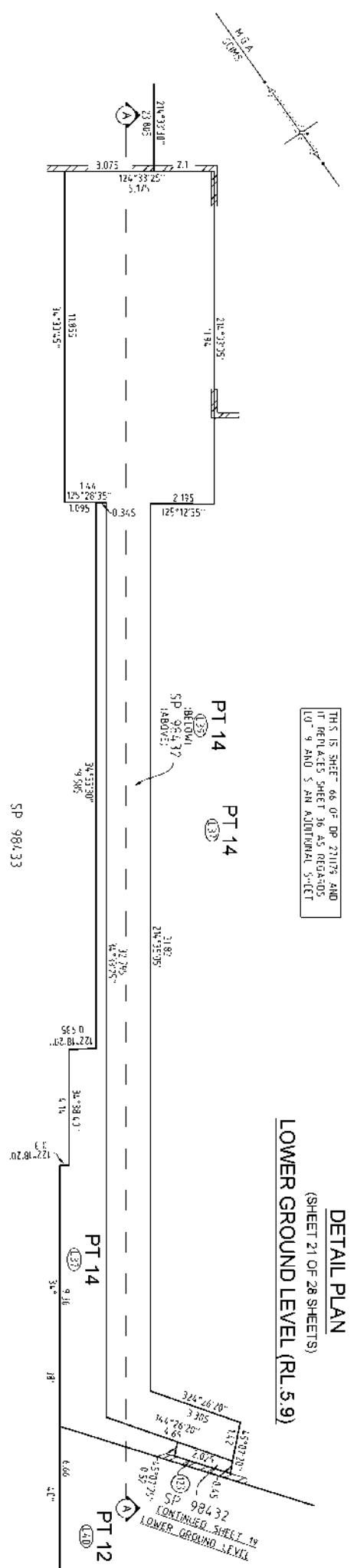
PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

LGA: CITY OF PARAHAKIA
Locality: WESTWORTH POINT
Production Ratio: 1:100
Lengths are in metres



DP 271179
ADDITIONAL SHEET 65

DETAIL PLAN
(SHEET 21 OF 28 SHEETS)
LOWER GROUND LEVEL (RL.5.9)



SECTION 'A-A'
HORIZ. SCALE: 1:50

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR
Name: JACEK DZIKOWSKI
Date of Survey: 3-26-2019
Survey Reference: 31573 (686)P

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179
HORIZ. SCALE: 1:50

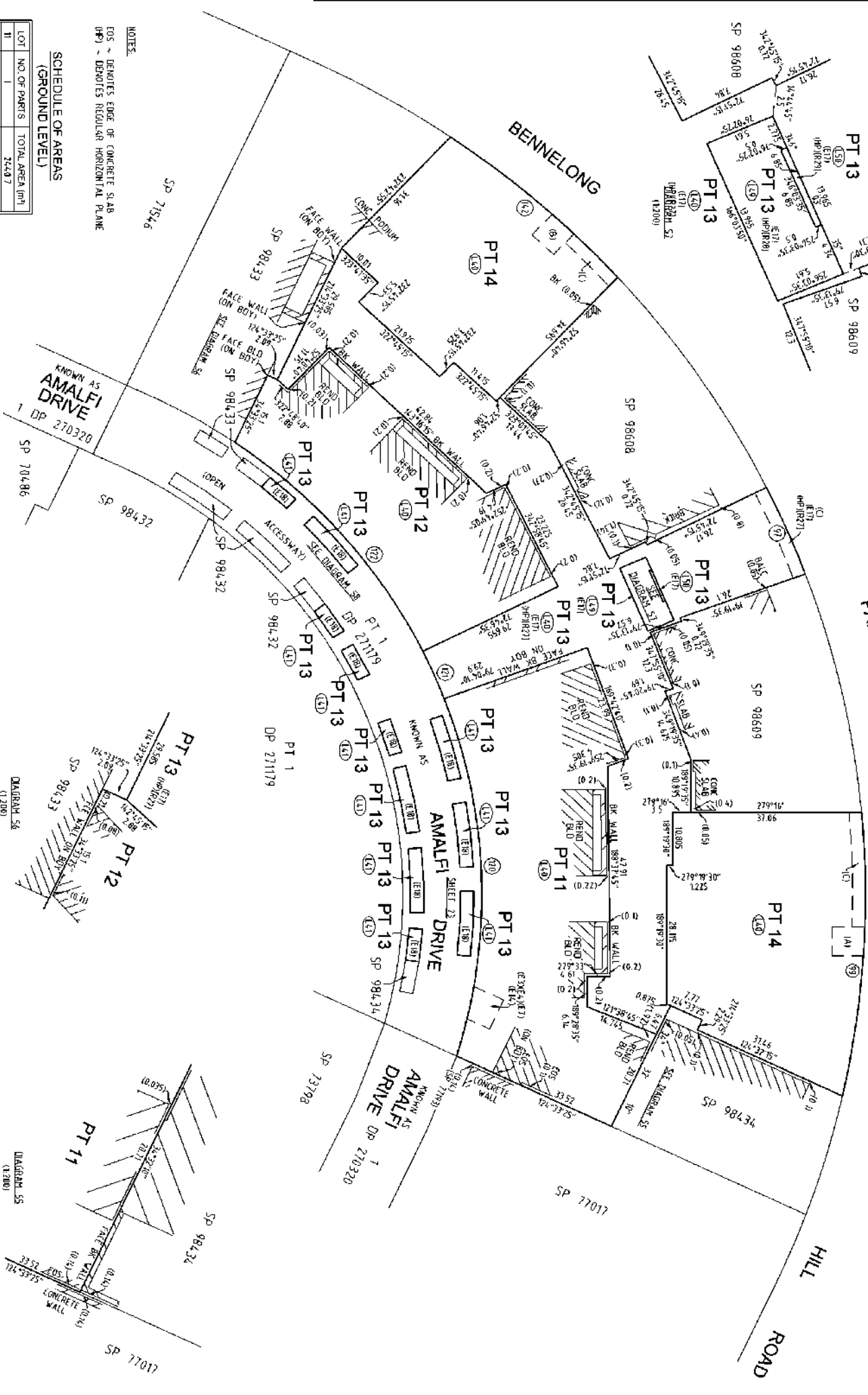
CSA - CIVIC ENGINEER
Locality: WESTWORTH POINT
Reactor Ratio: 1:100
Lengths in m unless otherwise noted

Registered
4.10.2019

DP 271179
ADDITIONAL SHEET 66

DETAIL PLAN
 (SHEET 22 OF 28 SHEETS)
GROUND LEVEL

[THIS IS SHEET 67 OF DP 271179 AND IT REPLACES SHEETS 37-38 AS REGARDS LOT 9 AND IS AN ADDITIONAL SHEET]



NOTES:
 FOS ~ DENOTES EDGE OF CONCRETE SLAB
 (HP) ~ DENOTES REGULAR HORIZONTAL PLANE

SCHEDULE OF AREAS
 (GROUND LEVEL)

LOT	NO. OF PARTS	TOTAL AREA (m ²)
11	1	3549.7
12	1	1726
13	16	3511.6
14	2	3651.6

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR
 Name: JACOB OZKOWSKI
 Date of Survey: 19/06/2019
 Surveyor's Reference: 3173 08006

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

LGA: CITY OF PARADELTA
 Locality: WENTWORTH POINT
 Reduction Ratio: 1: 500
 Lengths are in metres

Registered
 4.10.2019

DP 271179
 ADDITIONAL SHEET 67

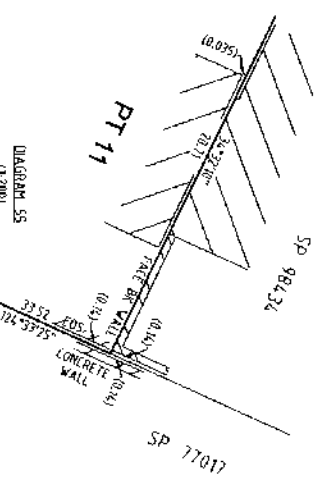


DIAGRAM 54
 (1:200)

DIAGRAM 55
 (1:200)



THIS IS SHEET 23 OF DP 271179 AND IT REPLACES SHEETS 37-38 AS REGARDS LOT 9 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
(SHEET 23 OF 28 SHEETS)
GROUND LEVEL

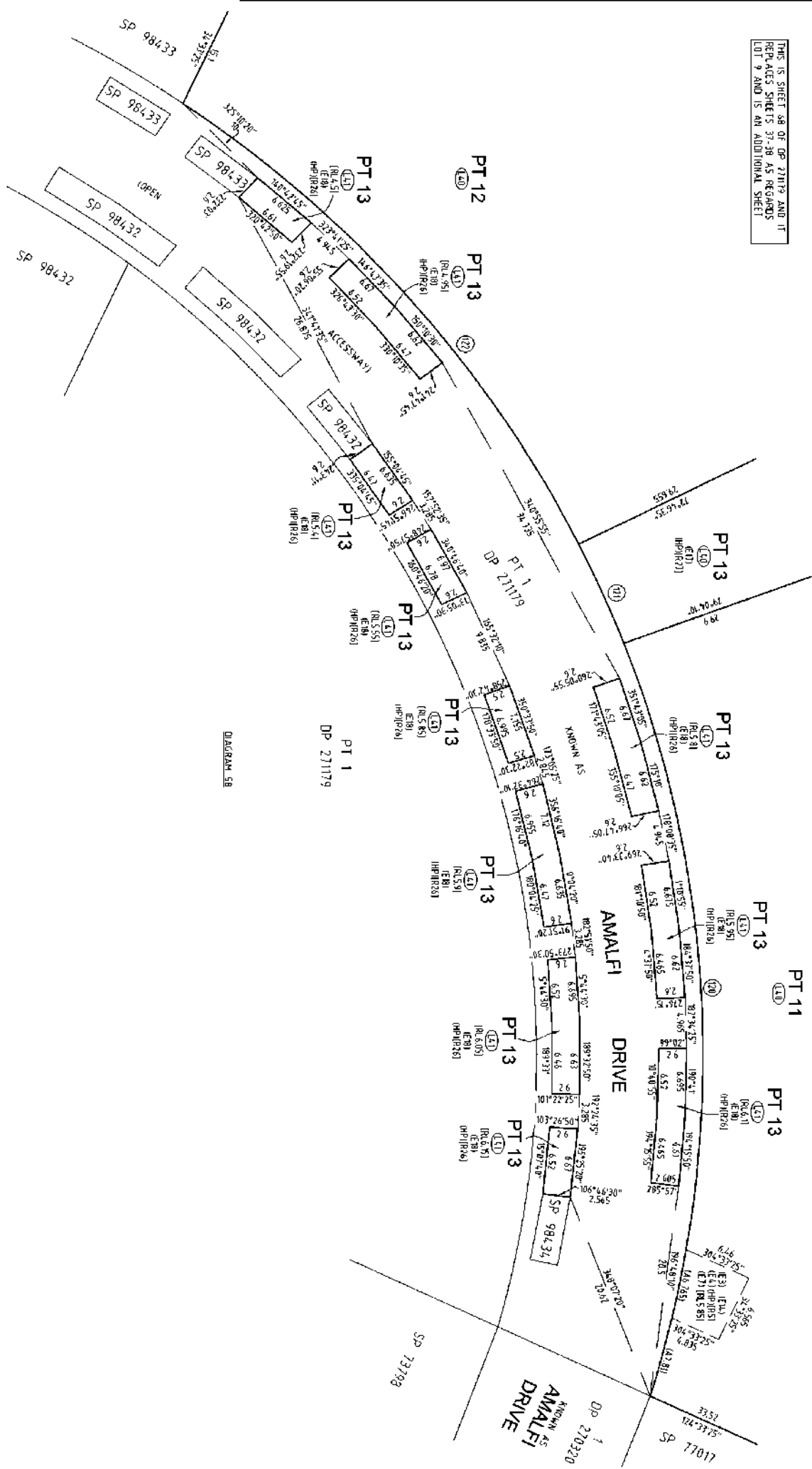


DIAGRAM 5B

NOTES:
HPP - DENOTES REGULAR HORIZONTAL PLANE

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR	Name: JACOB DZIMKOWSKI
Date of Survey	19/06/2019
Surveyor's Reference	3173 0800E

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

LGA: CITY OF PARADELTA
Locality: WESTWORTH POINT
Reduction Ratio: 1: 250
Lengths are in metres

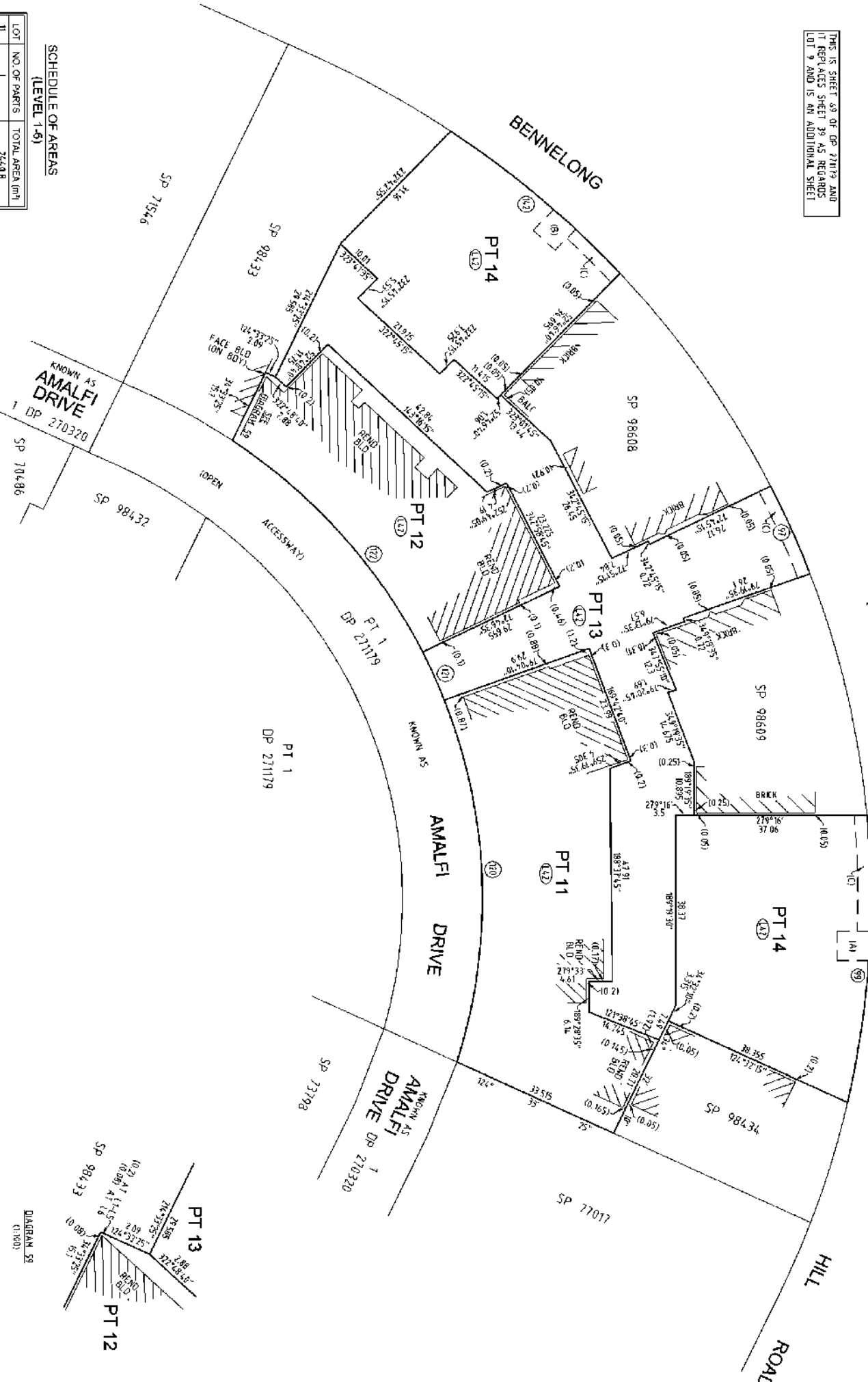
Registered
4.10.2019

DP 271179
ADDITIONAL SHEET 68



THIS IS SHEET 24 OF DP 271179 AND IT REPLACES SHEET 24 AS REGARDS LOT 9 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
(SHEET 24 OF 28 SHEETS)
LEVEL 1 - 6



SCHEDULE OF AREAS
(LEVEL 1-6)

LOT	NO. OF PARTS	TOTAL AREA (m ²)
11	1	354.8
12	1	172.6
13	1	375.2
14	2	343.3

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

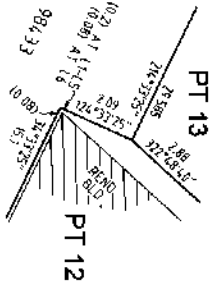
SURVEYOR
Name: JACOB OZIMOWSKI
Date of Survey: 19/06/2019
Surveyor's Reference: 3173 0800E

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

LGA: CITY OF PARADELTA
Locality: WESTWORTH POINT
Production Ratio: 1:500
Lengths are in metres

Registered
4.10.2019

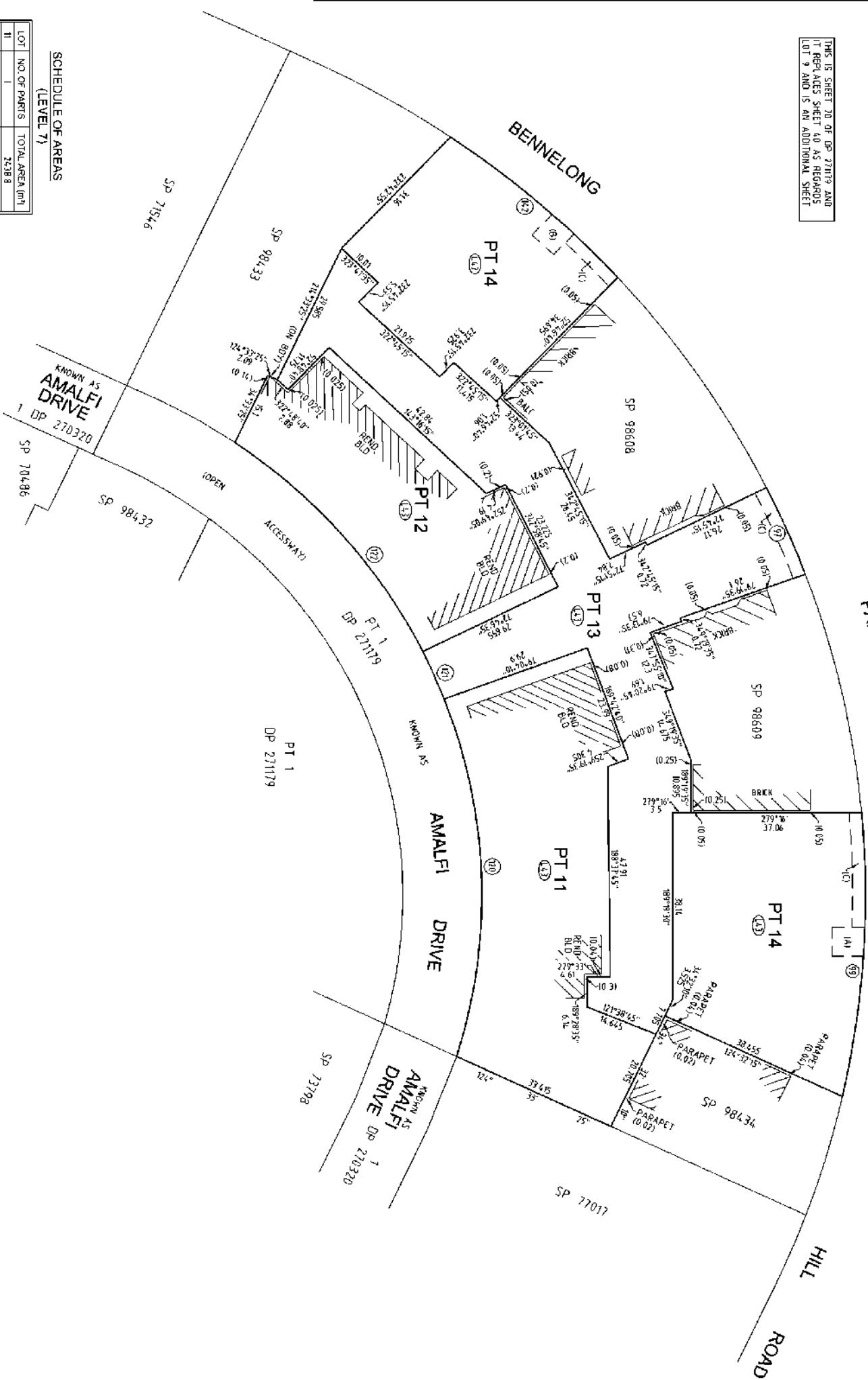
DP 271179
ADDITIONAL SHEET 69





THIS IS SHEET 20 OF DP 271179 AND IT REPLACES SHEET 40 AS REGARDS LOT 9 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
(SHEET 25 OF 28 SHEETS)
LEVEL 7



SCHEDULE OF AREAS
(LEVEL 7)

LOT	NO. OF PARTS	TOTAL AREA (m ²)
11	1	2538.8
12	1	1726
13	1	2752.1
14	2	3433

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR
Name: JACOB OZKOWSKI
Date of Survey: 19/06/2019
Surveyor's Reference: 3173 0900E

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

LGA: CITY OF PARADELTA
Locality: WESTWORTH POINT
Reduction Ratio: 1: 500
Lengths are in metres

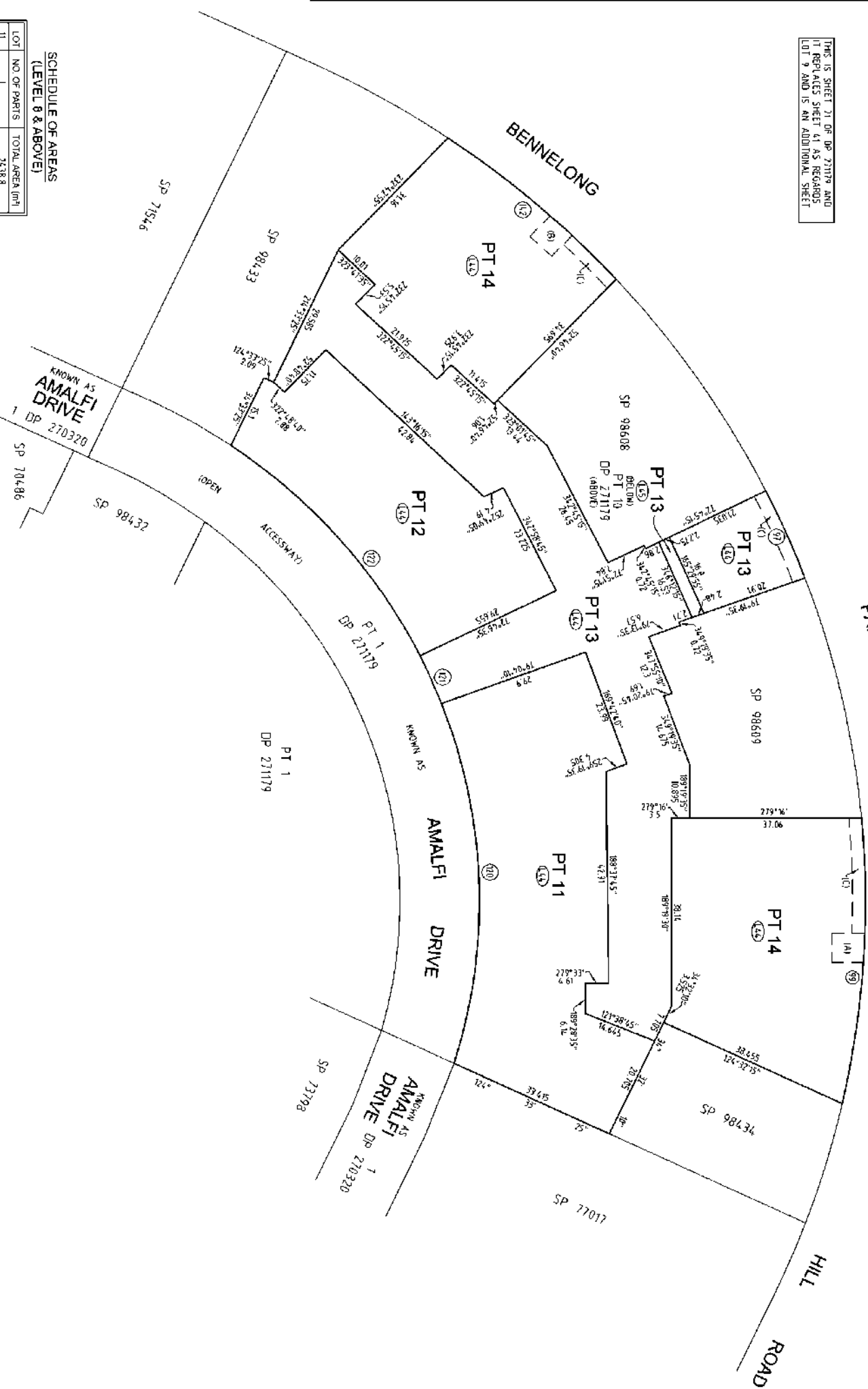
Registered
4.10.2019

DP 271179
ADDITIONAL SHEET 70

DETAIL PLAN
(SHEET 26 OF 28 SHEETS)
LEVEL 8 & ABOVE

N.G.A.
SOUND

THIS IS SHEET 21 OF DP 271179 AND IT REPLACES SHEET 41 AS REQUIRED. LOT 9 AND IS AN ADDITIONAL SHEET.



SCHEDULE OF AREAS
(LEVEL 8 & ABOVE)

LOT	NO OF PARTS	TOTAL AREA (m ²)
11	1	1538.8
12	1	1726.8
13	2	3212.7
14	2	3232.2

SEE SHEET 27 FOR EASEMENT DESCRIPTIONS, STRATUM STATEMENTS AND SCHEDULE OF SHORT AND CURVED LINES

SURVEYOR
Name: JACOB DZIKOMSKI
Date of Survey: 19-06-2019
Surveyor's Reference: 3173 0980P

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

LGA: CITY OF PARADELTA
Locality: WESTWORTHPOINT
Reduction Ratio: 1: 500
Lengths are in metres

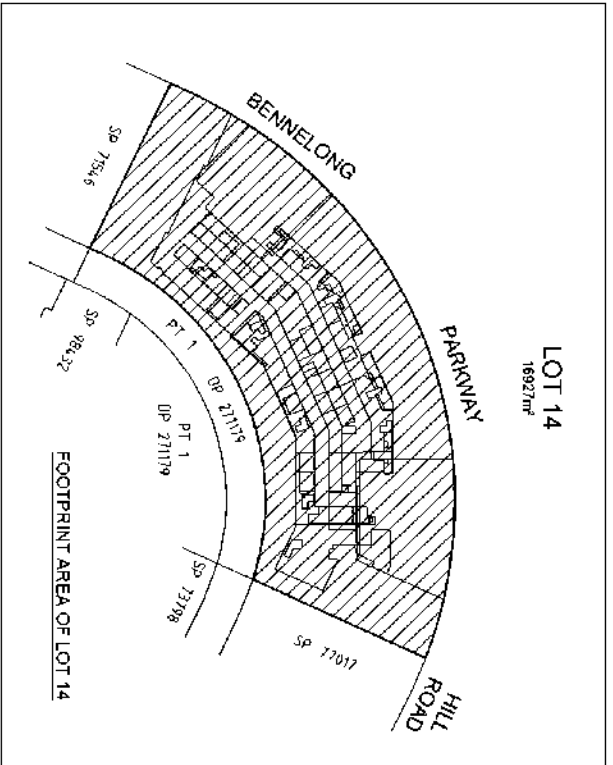
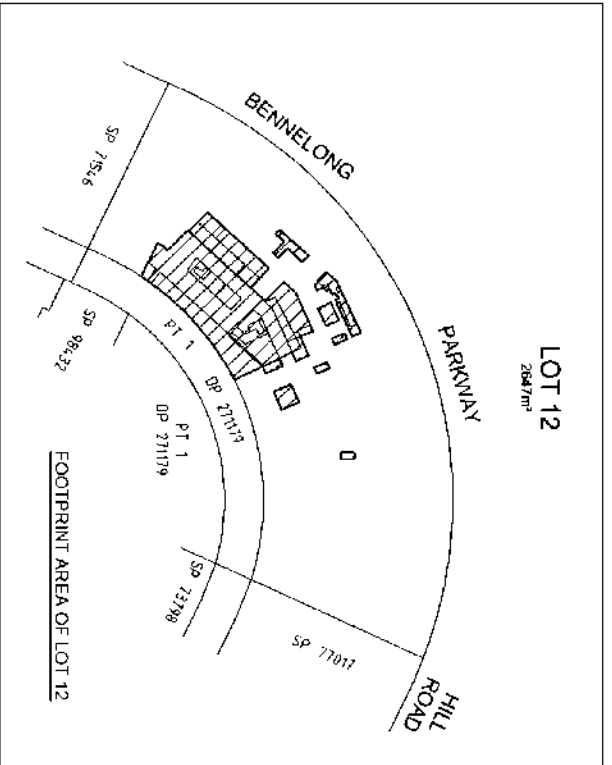
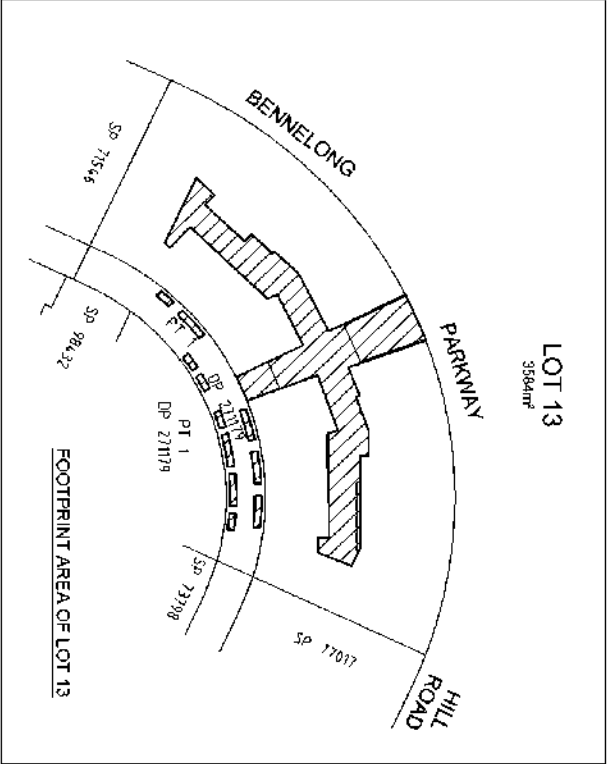
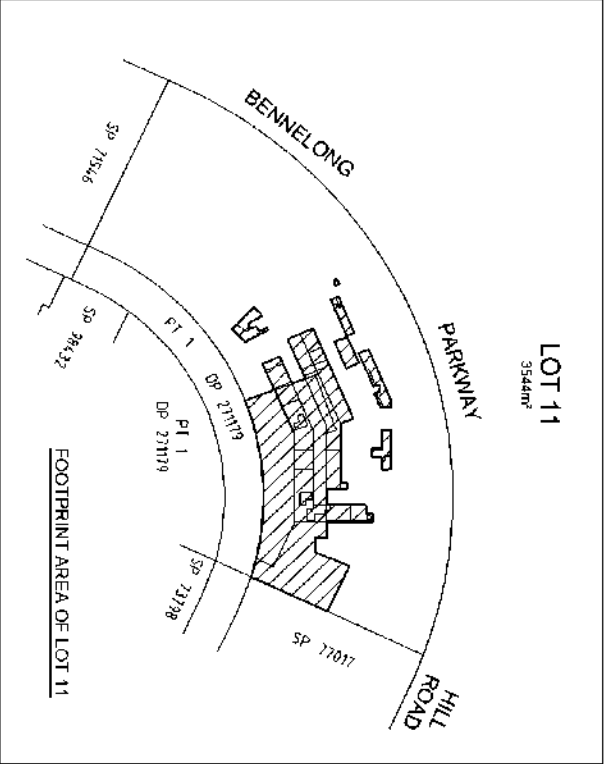
Registered
4.10.2019

DP 271179
ADDITIONAL SHEET 71



DETAIL PLAN
(SHEET 28 OF 28 SHEETS)
TOTAL LOT AREAS AND FOOTPRINT AREAS

THIS IS SHEET 28 OF DP 271179 AND IT REPLACES SHEET 45 AS REGARDS LOT 9 AND IS AN ADDITIONAL SHEET



SCHEDULE OF TOTAL AREAS

LOT	NO OF PARTS	TOTAL AREA (m ²)
11	32	14241.5
12	32	10728.6
13	20	12911.8
14	18	94225.6

SURVEYOR
Name: JACOB OZKOWSKI
Date of Survey: 19/06/2019
Surveyor's Reference: 3173 0800E

PLAN OF SUBDIVISION OF LOT 9 IN DP 271179

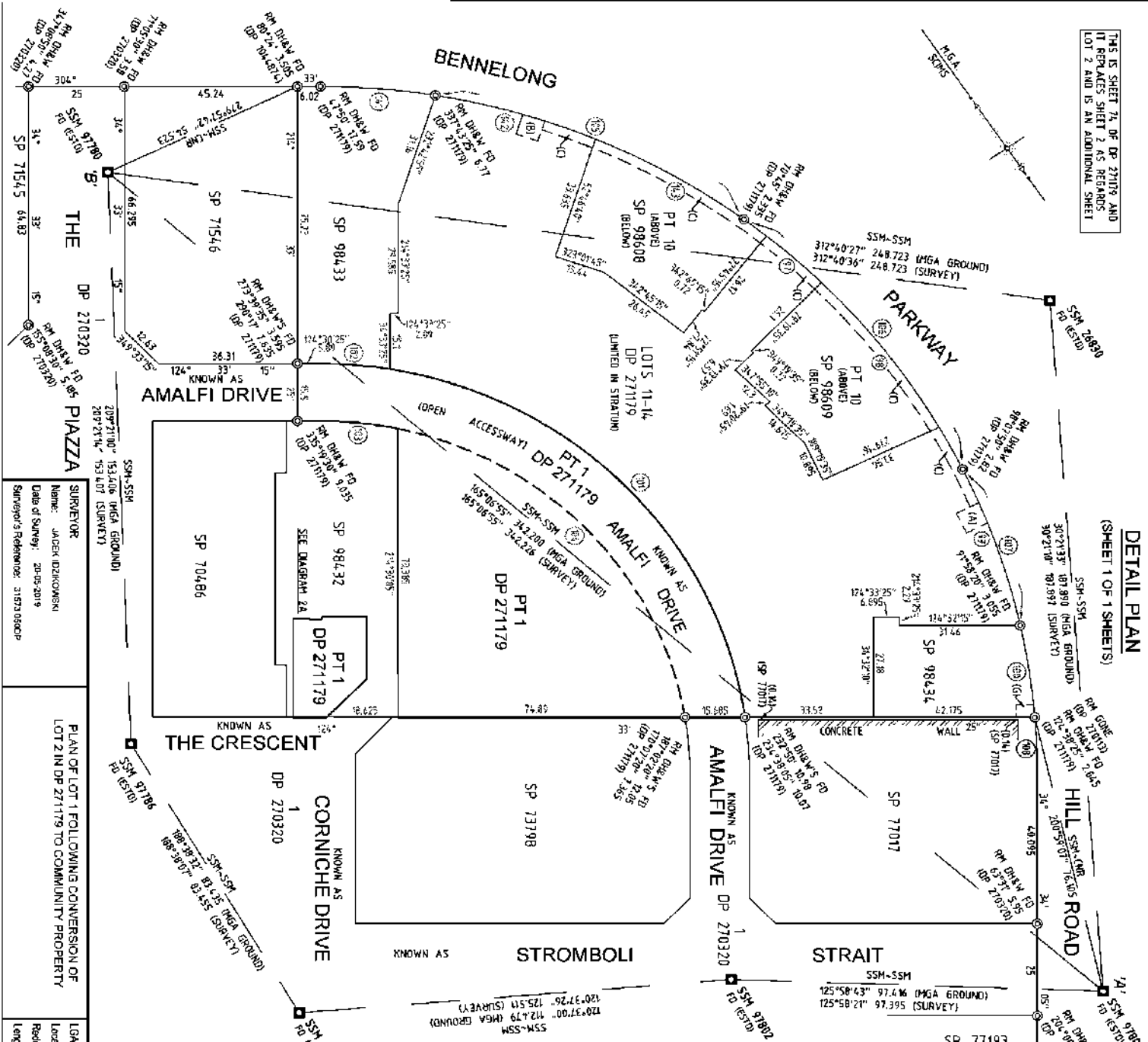
LGA: CITY OF PARADELTA
Locality: WESTWORTH POINT
Reduction Ratio: 1:1500
Lengths are in metres



DP 271179
ADDITIONAL SHEET 23

THIS IS SHEET 74 OF DP 271179 AND IT REPLACES SHEET 2 AS REGARDS LOT 2 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
(SHEET 1 OF 1 SHEETS)



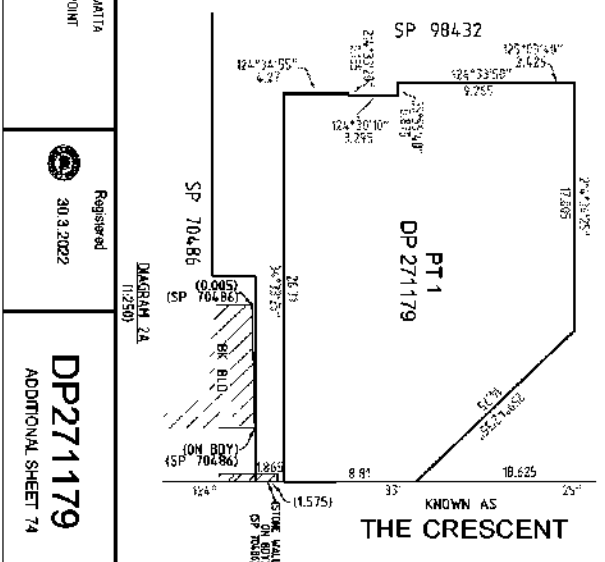
SURVEYOR
 Name: JADEA DZIKOWSKI
 Date of Survey: 20-05-2019
 Surveyor's Reference: 315730900P

PLAN OF LOT 1 FOLLOWING CONVERSION OF LOT 2 IN DP 271179 TO COMMUNITY PROPERTY

LGA: CITY OF PARRAMATTA
 Locality: WESTBOROUGH POINT
 Reduction Ratio: 1:750
 Lengths are in metres.

Registered
 30.9.2022

DP271179
 ADDITIONAL SHEET 74



- EXISTING EASEMENTS:**
- (A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (B) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (C) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (D) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (E) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (F) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (G) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (H) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (I) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (J) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (K) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (L) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (M) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (N) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (O) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (P) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (Q) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (R) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (S) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (T) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (U) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (V) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (W) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (X) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (Y) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 - (Z) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
97	345°56'00"	18.005	18.276	180.78
98	184°23'15"	4.875	4.3075	180.78
99	330°02'30"	57.605	58.1	180.78
100	28°44'35"	25.995	26.21	180.78
101	350°07'00"	182.375	184.635	111.925
102	304°01'00"	18.30	18.4	111.925
103	350°15'55"	20.475	20.475	96.425
104	350°43'55"	108.435	108.435	96.425
105	167°57'55"	87.36	88.17	180.78
106	75°26'55"	88.635	88.195	180.78
107	195°02'45"	45.01	45.82	180.78
108	327°02'50"	15.955	15.96	180.78
109	307°09'15"	30.065	30.12	180.78
110	320°05'55"	13.47	13.57	180.78
111	335°03'05"	51.8	51.965	180.78

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 97803	SSM 97802	-3.565	TRIANGULAR HEIGHTING
SSM 97801	SSM 97802	0.288	TRIANGULAR HEIGHTING
SSM 97781	SSM 97806	0.319	TRIANGULAR HEIGHTING
SSM 97786	SSM 97800	1.509	TRIANGULAR HEIGHTING
SSM 97780	SSM 28830	0.585	TRIANGULAR HEIGHTING
SSM 28830	SSM 97803	0.904	TRIANGULAR HEIGHTING

HEIGHT SCHEDULE

MARK	HT VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 28830	2.108	LC	L2	SSM DATUM VALIDATION	FOUND
SSM 97780	3.199	LC	L3	SSM DATUM VALIDATION	FOUND
SSM 97781	5.399	LC	L3	SSM DATUM VALIDATION	FOUND
SSM 97786	5.073	LC	L3	SSM DATUM VALIDATION	FOUND
SSM 97800	5.606	LC	L3	SSM DATUM VALIDATION	FOUND
SSM 97803	2.600	LC	L3	SSM DATUM VALIDATION	FOUND

COORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	PU	METHOD	STATE
SSM 28830	321.533,042	6254.927,248	B	N/A	SCANS	FOUND
SSM 97780	321.715,506	6254.758,909	C	N/A	SCANS	FOUND
SSM 97781	321.603,533	6254.975,707	C	0.02	SCANS	FOUND
SSM 97786	321.270,036	6254.892,622	C	N/A	SCANS	FOUND
SSM 97800	321.706,875	6255.032,393	C	N/A	SCANS	FOUND
SSM 97803	321.628,004	6255.089,622	C	N/A	SCANS	FOUND

DATE OF SCANS COORDINATES: 24-05-2019
 HEIGHT DATUM: GDA94
 COINTEGRATED SCALE FACTOR: 0.99998

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
144	345°25'00"	146.75	160.035	111.935
145	130°31'55"	20.415	20.455	96.435
146	350°42'55"	108.465	15.795	96.435

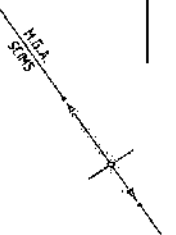
HILL ROAD

COMMUNITY PROPERTY PLAN
(COMMUNITY PROPERTY LOT ONLY)
(SHEET 1 OF 6 SHEETS)

BASEMENT LEVEL 1 & BELOW

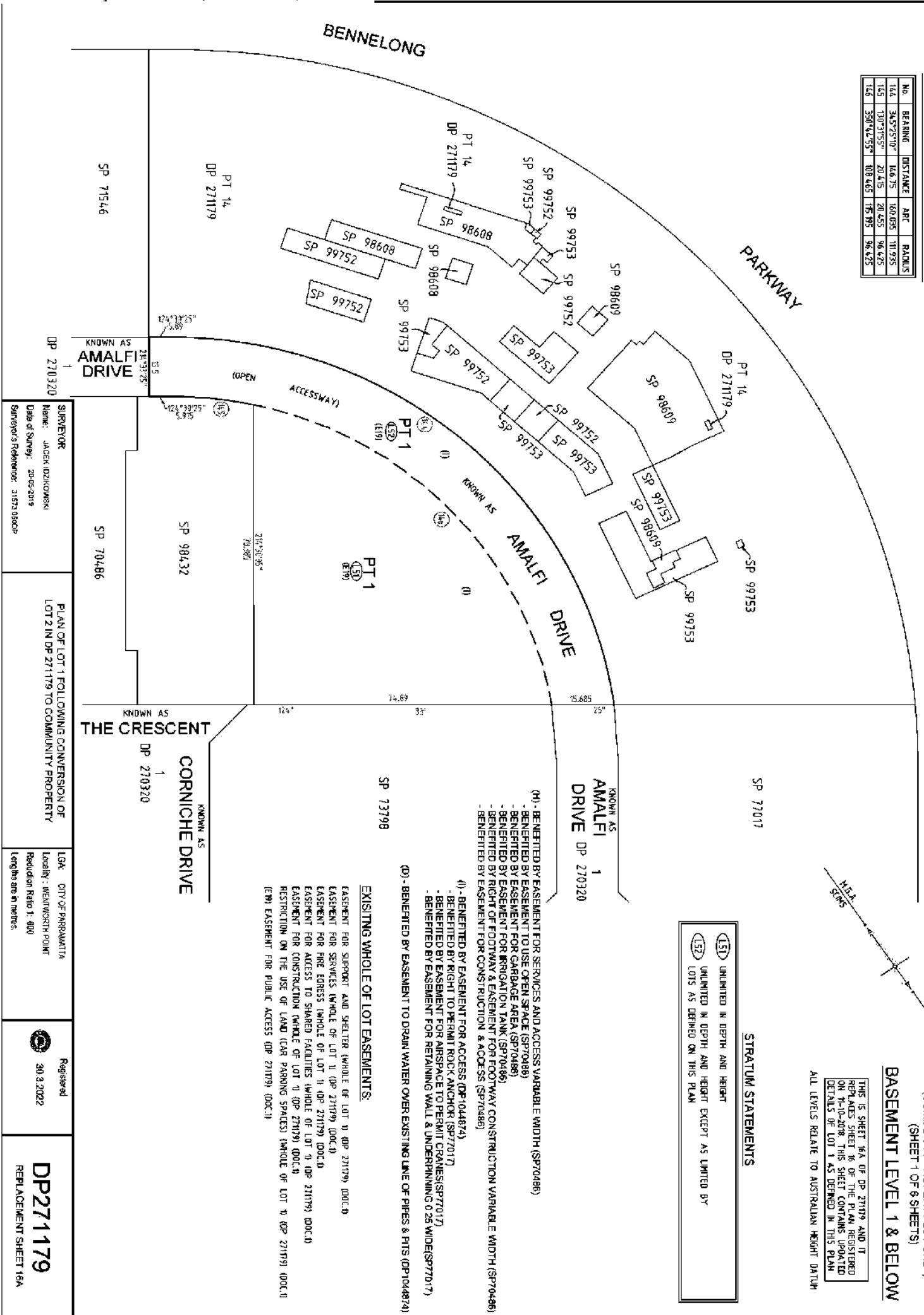
THIS IS SHEET 16A OF DP 271179 AND IT REPLACES SHEET 16 OF THE PLAN REGISTERED ON 11-10-2018. THIS SHEET CONTAINS UPDATED DETAILS OF LOT 1 AS DEFINED IN THIS PLAN.

ALL LEVELS RELATE TO AUSTRALIAN HEIGHT DATUM



STRATUM STATEMENTS

- (E17) UNLIMITED IN DEPTH AND HEIGHT
- (E17) UNLIMITED IN DEPTH AND HEIGHT EXCEPT AS LIMITED BY LOTS AS DEFINED ON THIS PLAN



SURVEYOR
Name: JACOB DZIKOWSKI
Date of Survey: 22-05-2019
Surveyor's Reference: 31573-0960P

PLAN OF LOT 1 FOLLOWING CONVERSION OF LOT 2 IN DP 271179 TO COMMUNITY PROPERTY

LGA: CITY OF PARISHAMATTA
Locality: WESTWORTH POINT
Reduction Ratio: 1: 400
Lengths are in metres.

Registered
30.9.2022

DP271179
REPLACEMENT SHEET 16A

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
144	345°25'10"	146.75	160.035	111.935
145	130°31'55"	20.415	20.455	96.425
146	350°42'55"	103.465	15.795	96.425

HILL ROAD

COMMUNITY PROPERTY PLAN
(COMMUNITY PROPERTY LOT ONLY)
(SHEET 2 OF 6 SHEETS)

LOWER GROUND LEVEL

THIS IS SHEET 17A OF DP 271179 AND IT REPLACES SHEET 17 OF THE PLAN REGISTERED ON 11-10-2018. THIS SHEET CONTAINS UPDATED DETAILS OF LOT 1 AS DEFINED IN THIS PLAN.

ALL LEVELS RELATE TO AUSTRALIAN HEIGHT DATUM

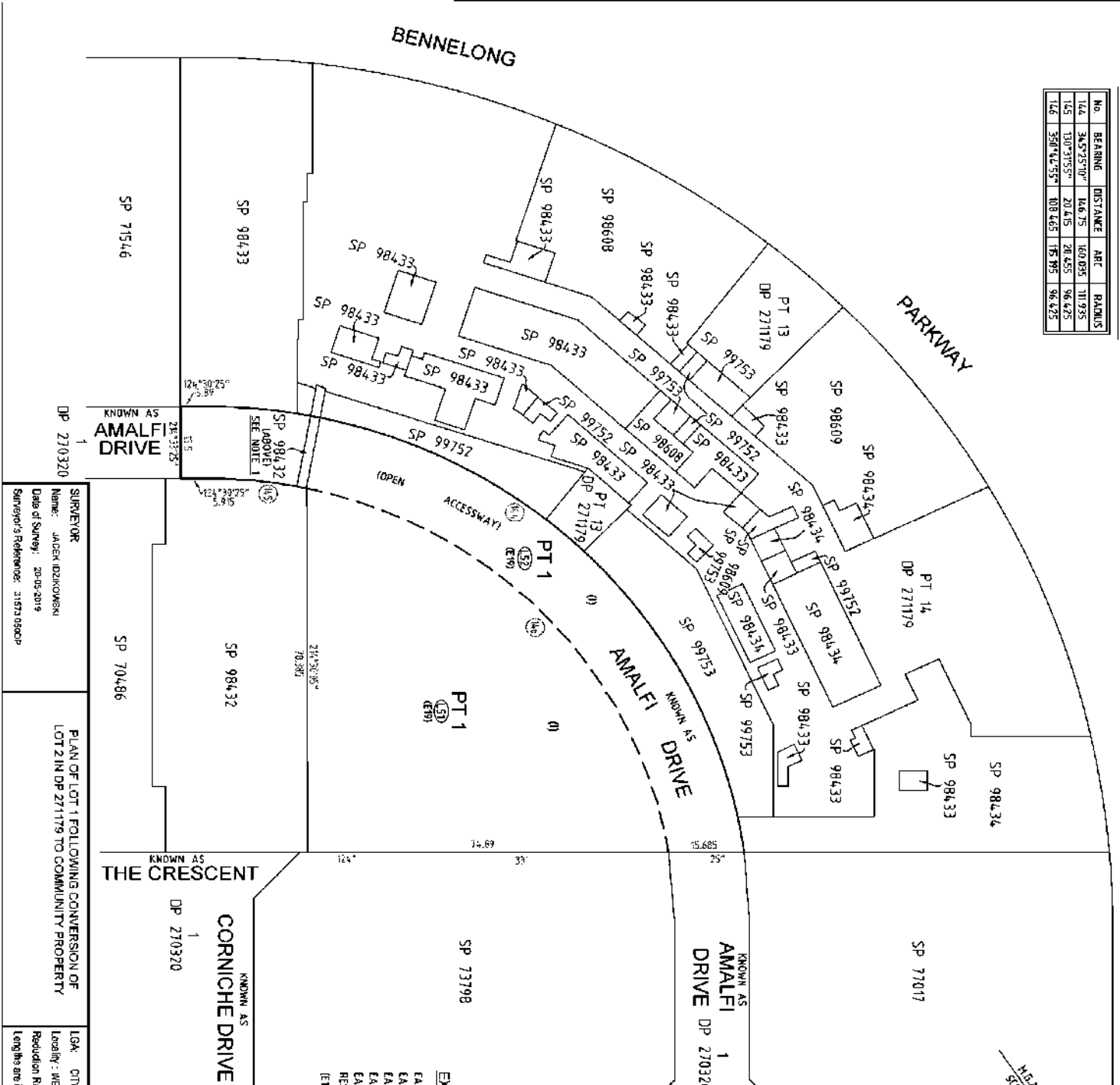
STRATUM STATEMENTS

- (L1) UNLIMITED IN DEPTH AND HEIGHT
- (L2) UNLIMITED IN DEPTH AND HEIGHT EXCEPT AS LIMITED BY LOTS AS DEFINED ON THIS PLAN

NOTE 1
COMMUNITY PROPERTY IS EXCLUSIVE OF THE PART LIMITED IN STRATUM TO DEPTH RL 2.8 AND HEIGHT RL 4.0 WHICH IS SP 98432

EXISTING WHOLE OF LOT EASEMENTS:

- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT 1) (DP 271179) (DOL.D)
- EASEMENT FOR SERVICES (WHOLE OF LOT 1) (DP 271179) (DOL.D)
- EASEMENT FOR FIRE EGRESS (WHOLE OF LOT 1) (DP 271179) (DOL.D)
- EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT 1) (DP 271179) (DOL.C)
- EASEMENT FOR CONSTRUCTION (WHOLE OF LOT 1) (DP 271179) (DOL.C)
- RESTRICTION ON THE USE OF LAND (CAR PARKING SPACES) (WHOLE OF LOT 1) (DP 271179) (DOL.C)
- (E19) EASEMENT FOR PUBLIC ACCESS (DP 271179) (DOL.C)



SURVEYOR
Name: JACOB DZIKOWSKI
Date of Survey: 22-05-2019
Surveyor's Reference: 3157309600

PLAN OF LOT 1 FOLLOWING CONVERSION OF LOT 2 IN DP 271179 TO COMMUNITY PROPERTY

LGA: CITY OF PARAMATTA
Locality: WESTBOROUGH POINT
Reduction Ratio: 1:400
Lengths are in metres.

Registered
30.9.2022

DP271179
REPLACEMENT SHEET 17A

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1.4	345°29'10"	14.675	80.035	111.935
1.5	130°31'55"	20.415	20.455	96.425
1.6	350°44'55"	108.465	115.895	96.425

**SCHEDULE OF AREAS
(GROUND LEVEL)**

LOT	NO OF PARTS	TOTAL AREA (M ²)
1	3	6598.9

HILL ROAD

**COMMUNITY PROPERTY PLAN
(COMMUNITY PROPERTY LOT ONLY)**

(SHEET 3 OF 6 SHEETS)

GROUND LEVEL

THIS IS SHEET 1A OF DP 271179 AND IT REPLACES SHEET 1B OF THE PLAN REGISTERED ON 11-10-2018. THIS SHEET CONTAINS UPDATED DETAILS OF LOT 1 AS DEFINED IN THIS PLAN.

ALL LEVELS RELATE TO AUSTRALIAN HEIGHT DATUM

STRATUM STATEMENTS

- (1S1) UNLIMITED IN DEPTH AND HEIGHT
- (1S2) UNLIMITED IN DEPTH AND HEIGHT EXCEPT AS LIMITED BY LOTS AS DEFINED ON THIS PLAN
- (1S3) LIMITED IN DEPTH TO RL.6.28 (0.1 BELOW GENERAL SLAB LEVEL OF GFI) AND LIMITED IN HEIGHT TO RL.0.36 (0.1 BELOW GENERAL SLAB LEVEL OF L2)

NOTE
COMMUNITY PROPERTY IS EXCLUSIVE OF THE PART LIMITED IN STRATUM TO DEPTH OF RLS SHOWN ON SHEETS 5 & 6 AND HEIGHT TO 3 ABOVE THOSE RLS

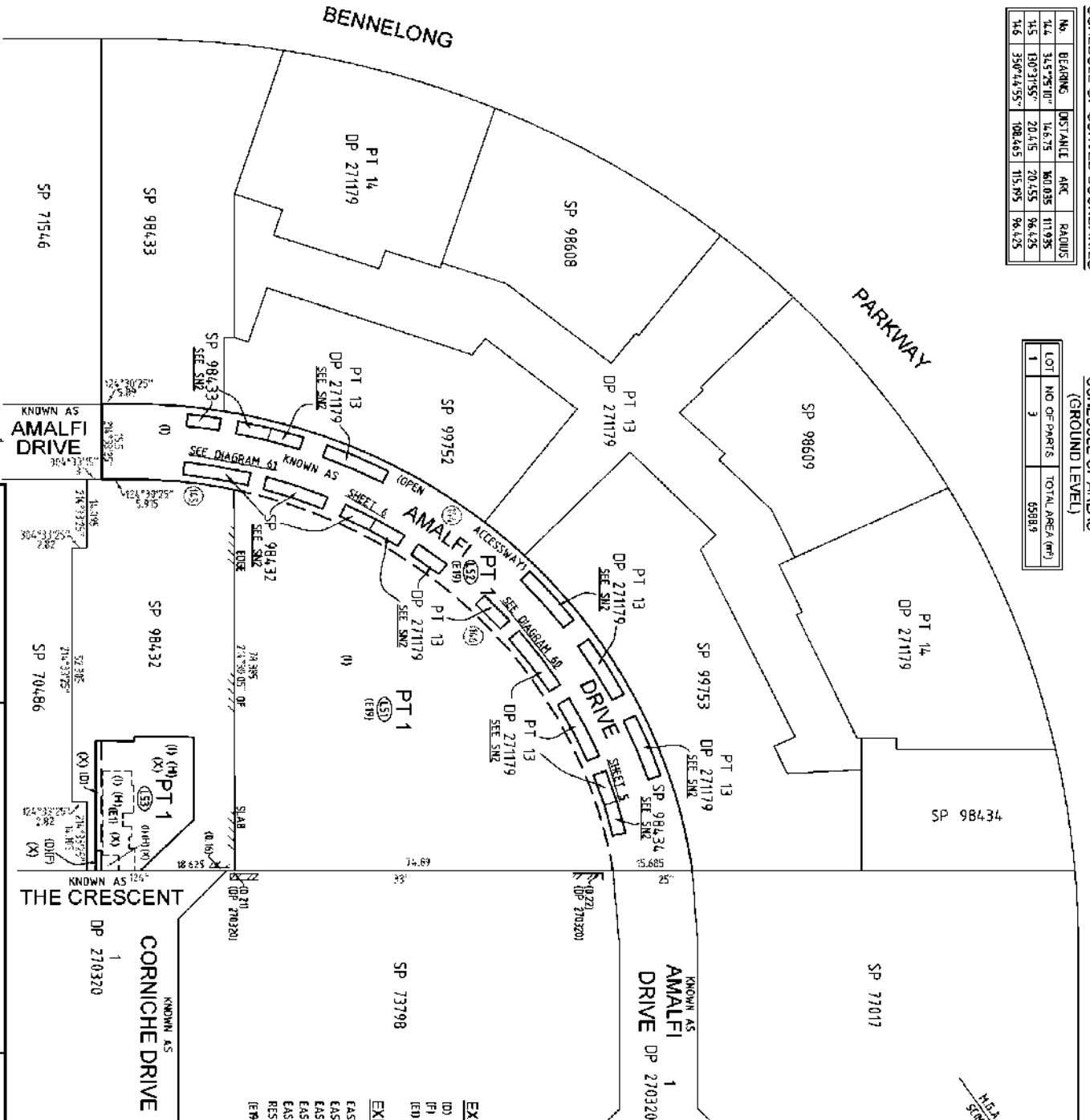
EXISTING EASEMENTS

- (1D) EASEMENT FOR ACCESS (DP 1044874)
- (1F) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 3 WIDE (DP 1059772)
- (1E) EASEMENT FOR USE AND ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1279047)

EXISTING WHOLE OF LOT EASEMENTS:

- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT 1) (DP 271179) (DOC.1)
- EASEMENT FOR SERVICES (WHOLE OF LOT 1) (DP 271179) (DOC.1)
- EASEMENT FOR FIRE EGRESS (WHOLE OF LOT 1) (DP 271179) (DOC.1)
- EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT 1) (DP 271179) (DOC.1)
- EASEMENT FOR CONSTRUCTION (WHOLE OF LOT 1) (DP 271179) (DOC.1)
- RESTRICTION ON THE USE OF LAND (CAR PARKING SPACES) (WHOLE OF LOT 1) (DP 271179) (DOC.1)
- (1E9) EASEMENT FOR PUBLIC ACCESS (DP 271179) (DOC.1)

- (X) - BENEFITED BY EASEMENT FOR USE OF LOADING DOCK VARIABLE WIDTH LIMITED IN STRATUM (DP271179) (DOC.1)
- BENEFITED BY EASEMENT FOR USE OF GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM (DP271179) (DOC.1)



SURVEYOR
Name: JACOB DZIKOWSKI
Date of Survey: 20-05-2019
Surveyor's Reference: 315730900P

PLAN OF LOT 1 FOLLOWING CONVERSION OF LOT 2 IN DP 271179 TO COMMUNITY PROPERTY

LGA: CITY OF PARLIAMATTA
Locality: WENTWORTH POINT
Reduction Ratio: 1:400
Lengths are in metres.

Registered
30.9.2022

DP271179
REPLACEMENT SHEET 18A

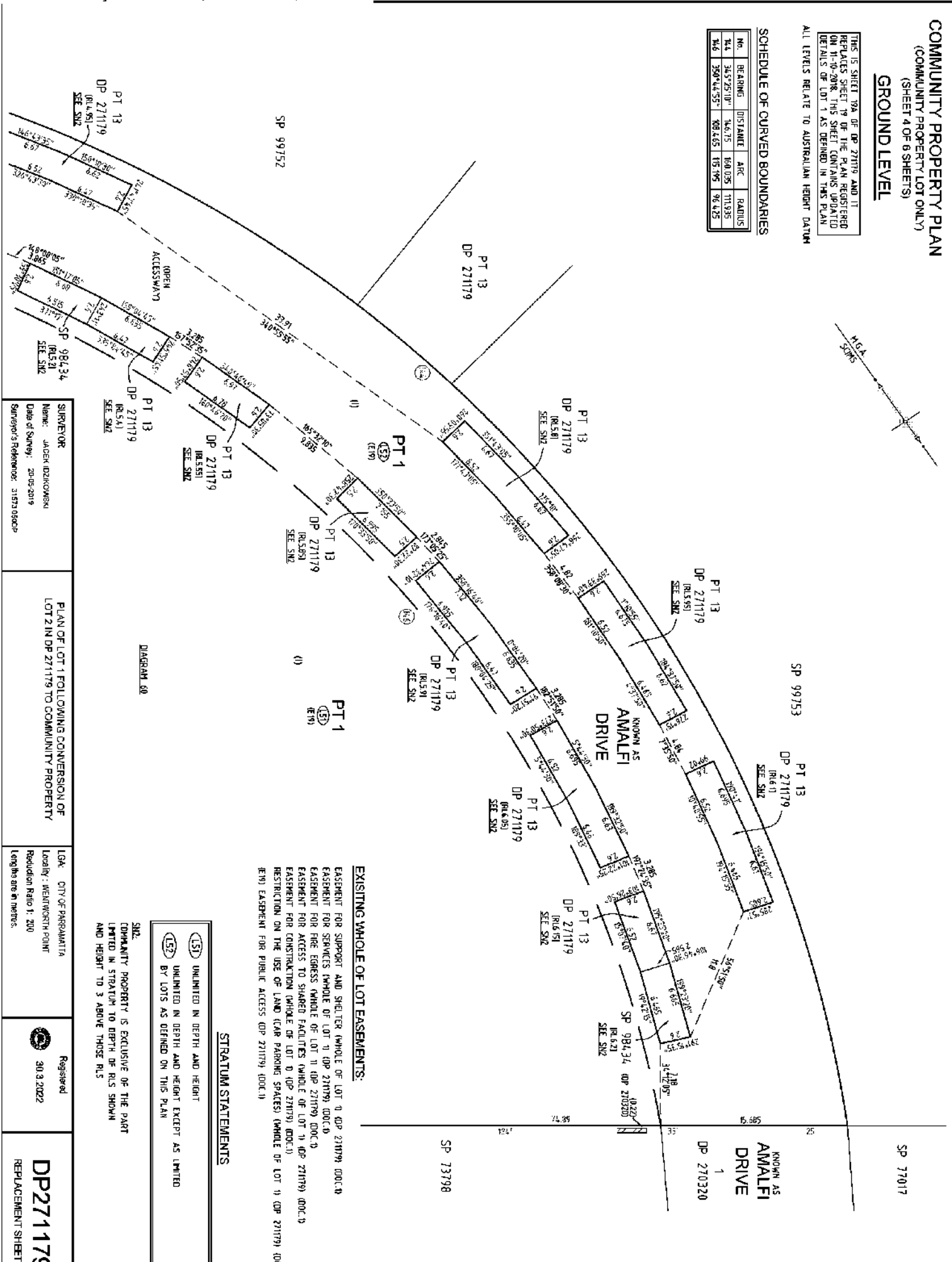
COMMUNITY PROPERTY PLAN
(COMMUNITY PROPERTY LOT ONLY)
(SHEET 4 OF 6 SHEETS)
GROUND LEVEL

THIS IS SHEET 19A OF DP 271179 AND IT REPLACES SHEET 19 OF THE PLAN REGISTERED ON 11-10-2018. THIS SHEET CONTAINS UPDATED DETAILS OF LOT 1 AS DEFINED IN THIS PLAN.

ALL LEVELS RELATE TO AUSTRALIAN HEIGHT DATUM

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1/4	345°25'10"	146.75	160.035	111.935
1/6	350°44'55"	108.455	115.195	96.425



SURVEYOR
Name: JADEK DZIKOWSKI
Date of Survey: 20-05-2019
Surveyor's Reference: 3157309800

PLAN OF LOT 1 FOLLOWING CONVERSION OF LOT 2 IN DP 271179 TO COMMUNITY PROPERTY

LGA: CITY OF PARAMATTA
Locality: WENTWORTH POINT
Reduction Ratio 1: 200
Lengths are in metres.

Registered
30.9.2022

DP271179
REPLACEMENT SHEET 19A

EXISTING WHOLE OF LOT EASEMENTS:

- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT 1) (DP 271179) (DOC.1)
- EASEMENT FOR SERVICES (WHOLE OF LOT 1) (DP 271179) (DOC.1)
- EASEMENT FOR FIRE TRENCH (WHOLE OF LOT 1) (DP 271179) (DOC.1)
- EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT 1) (DP 271179) (DOC.1)
- EASEMENT FOR CONSTRUCTION (WHOLE OF LOT 1) (DP 271179) (DOC.1)
- RESTRICTION ON THE USE OF LAND (CAR PARKING SPACES) (WHOLE OF LOT 1) (DP 271179) (DOC.1)
- (E19) EASEMENT FOR PUBLIC ACCESS (DP 271179) (DOC.1)

STRATUM STATEMENTS

- (L1) UNLIMITED IN DEPTH AND HEIGHT
- (L2) UNLIMITED IN DEPTH AND HEIGHT EXCEPT AS LIMITED BY LOTS AS DEFINED ON THIS PLAN

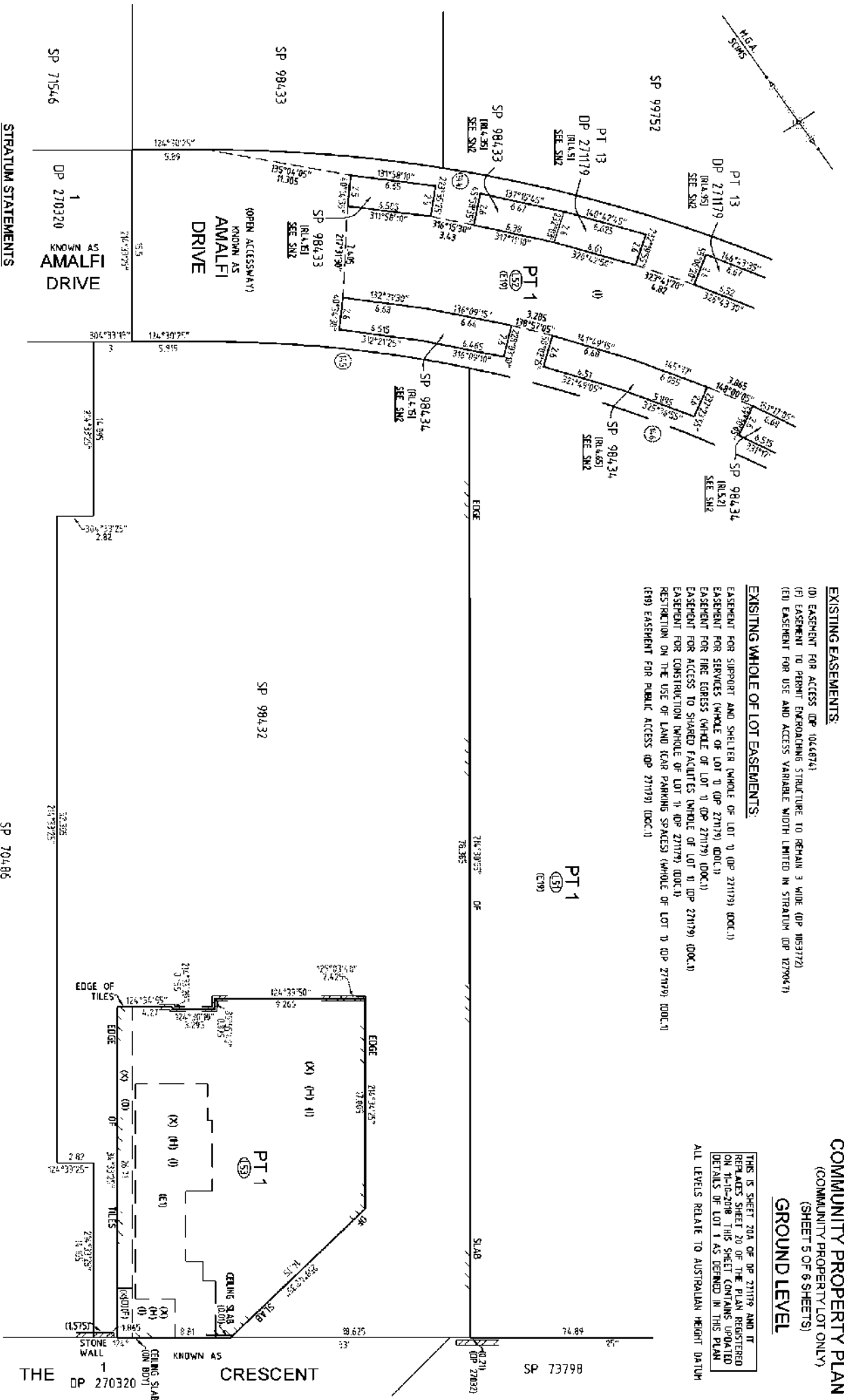
NOTE:
COMMUNITY PROPERTY IS EXCLUSIVE OF THE PART LIMITED IN STRATUM TO DEPTH OF RLS SHOWN AND HEIGHT TO 3 ABOVE THOSE RLS

DIAGRAM 50

COMMUNITY PROPERTY PLAN
(COMMUNITY PROPERTY LOT ONLY)
(SHEET 5 OF 6 SHEETS)
GROUND LEVEL

THIS IS SHEET 5 OF 6 OF DP 271179 AND IT REPLACES SHEET 20 OF THE PLAN REGISTERED ON 11-0-2018. THIS SHEET CONTAINS UPDATED DETAILS OF LOT 1 AS DEMAND IN THIS PLAN. ALL LEVELS RELATE TO AUSTRALIAN HEIGHT DATUM

- EXISTING EASEMENTS:**
- (D) EASEMENT FOR ACCESS (DP 1046874)
 - (E) EASEMENT FOR PERMIT EMPLOYING STRUCTURE TO REMAIN 3 WIDE (DP 1053772)
 - (F) EASEMENT FOR USE AND ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1279064)
- EXISTING WHOLE OF LOT EASEMENTS:**
- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT 1) (DP 271179) (DOC.1)
 - EASEMENT FOR SERVICES (WHOLE OF LOT 1) (DP 271179) (DOC.1)
 - EASEMENT FOR FIRE EGRESS (WHOLE OF LOT 1) (DP 271179) (DOC.1)
 - EASEMENT FOR SHARED FACILITIES (WHOLE OF LOT 1) (DP 271179) (DOC.1)
 - EASEMENT FOR CONSTRUCTION (WHOLE OF LOT 1) (DP 271179) (DOC.1)
 - EASEMENT FOR THE USE OF LAND (CAR PARKING SPACES) (WHOLE OF LOT 1) (DP 271179) (DOC.1)
 - (E19) EASEMENT FOR PUBLIC ACCESS (DP 271179) (DOC.1)



STRATUM STATEMENTS

- (L1) UNLIMITED IN DEPTH AND HEIGHT
- (L2) UNLIMITED IN DEPTH AND HEIGHT EXCEPT AS LIMITED BY LOTS AS DEMAND ON THIS PLAN
- (L3) LIMITED IN DEPTH TO RL 6.28 (0.1 BELOW GENERAL SLAB LEVEL OF GP) AND LIMITED IN HEIGHT TO RL 0.36 (0.1 BELOW GENERAL SLAB LEVEL OF L2)

NOTES:

--- DENOTES CENTRE OF 0.10 WIDE CONCRETE WALL IS BOT

DIAGRAM S1

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
144	345°25'10"	4.675	80.035	113.93
145	190°37'55"	20.415	204.957	96.625
146	350°14'55"	109.445	115.195	96.425

SURVEYOR
Name: JADEA DZIKOWSKI
Date of Survey: 20-05-2019
Surveyor's Reference: 3157010900P

PLAN OF LOT 1 FOLLOWING CONVERSION OF LOT 2 IN DP 271179 TO COMMUNITY PROPERTY

LGA: CITY OF PARAMATTA
Locality: WESTBOROUGH POINT
Reduction Ratio 1: 200
Lengths are in metres.

Registered
30.9.2022

DP271179
REPLACEMENT SHEET 50A

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC	RADIUS
144	345°25'10"	146.75	160.035	111.935
145	130°31'55"	20.415	20.455	96.435
146	350°44'55"	103.465	15.795	96.435

HILL ROAD

COMMUNITY PROPERTY PLAN
(COMMUNITY PROPERTY LOT ONLY)
(SHEET 6 OF SHEETS)

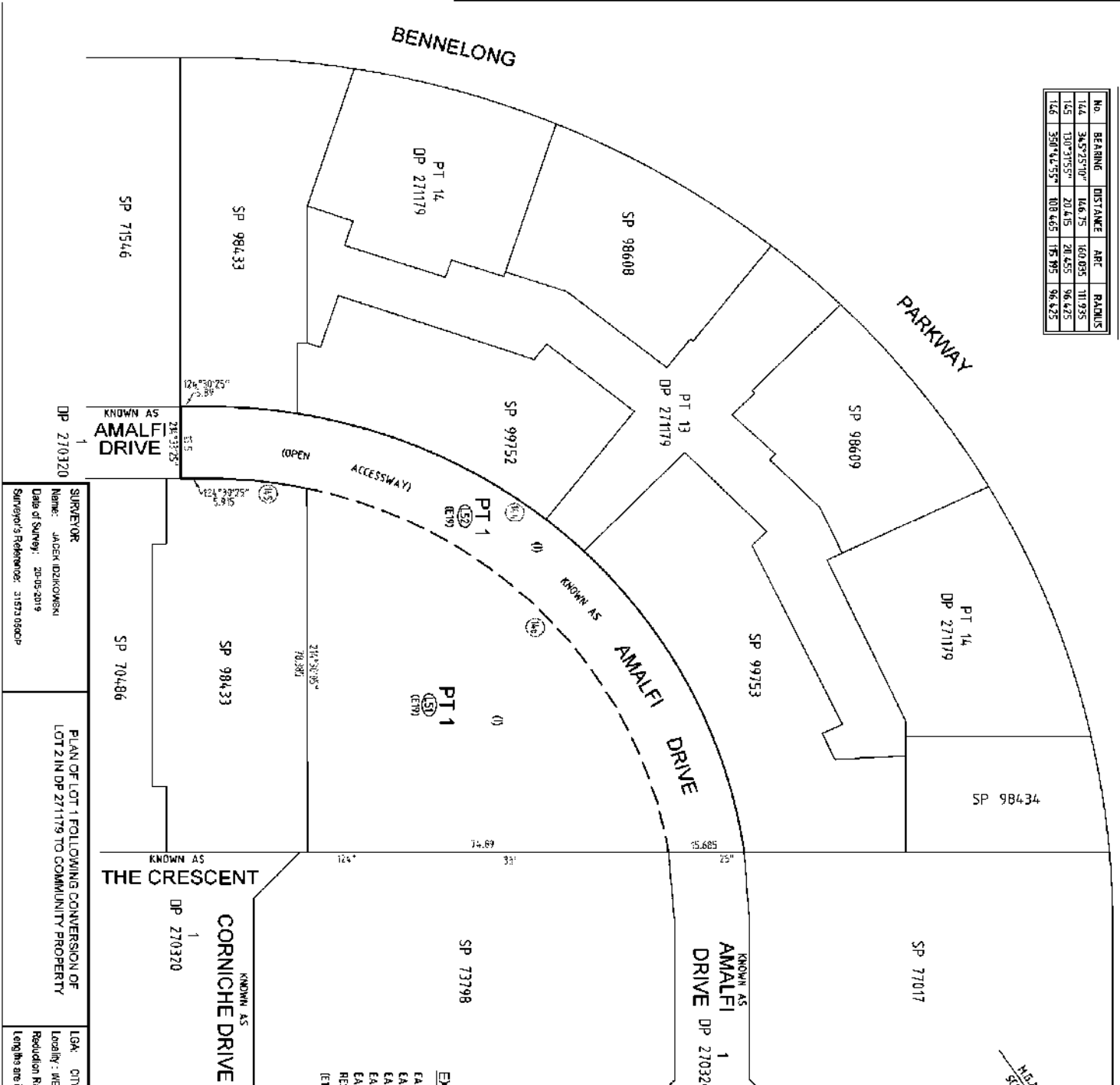
LEVEL 1 & ABOVE

THIS IS SHEET 21A OF DP 271179 AND IT REPLACES SHEET 21 OF THE PLAN REGISTERED ON 11-10-2018. THIS SHEET CONTAINS UPDATED DETAILS OF LOT 1 AS DEFINED IN THIS PLAN.

ALL LEVELS RELATE TO AUSTRALIAN HEIGHT DATUM

STRATUM STATEMENTS

- (L1) UNLIMITED IN DEPTH AND HEIGHT
- (L2) UNLIMITED IN DEPTH AND HEIGHT EXCEPT AS LIMITED BY LOTS AS DEFINED ON THIS PLAN



EXISTING WHOLE OF LOT EASEMENTS:

- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT 1) (DP 271179) (DOC.A)
- EASEMENT FOR SERVICES (WHOLE OF LOT 1) (DP 271179) (DOC.A)
- EASEMENT FOR FIRE EGRESS (WHOLE OF LOT 1) (DP 271179) (DOC.B)
- EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT 1) (DP 271179) (DOC.B)
- EASEMENT FOR CONSTRUCTION (WHOLE OF LOT 1) (DP 271179) (DOC.B)
- RESTRICTION ON THE USE OF LAND (CAR PARKING SPACES) (WHOLE OF LOT 1) (DP 271179) (DOC.B)
- (E2) EASEMENT FOR PUBLIC ACCESS (DP 271179) (DOC.B)


SURVEYOR
Name: JACOB DZIKOWSKI
Date of Survey: 20-05-2019
Survey's Reference: 3157309000

PLAN OF LOT 1 FOLLOWING CONVERSION OF LOT 2 IN DP 271179 TO COMMUNITY PROPERTY

LGA: CITY OF PARAMATTA
Locality: WESTBOROUGH POINT
Reduction Ratio: 1: 400
Lengths are in metres.

Registered
30.9.2022

DP271179
REPLACEMENT SHEET 21A


PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 9 sheet(s)
Registered:  11.10.2018 Title System: TORRENS	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP271179</div> (DOC.A)	
PLAN OF SUBDIVISION OF LOT 3 IN DP776611 AND LOT 22 IN DP1044874	LGA: CITY OF PARRAMATTA Locality: WENTWORTH POINT Parish: ST JOHN County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, Jacek Idzikowski of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>14/8/18</u> , or *(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 *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'A' - 'B' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature: <u>Jacek Idzikowski</u> Dated: <u>16/8/2018</u> Surveyor Identification No: 7255 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-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. DP776611 DP1044874 DP270320	<p style="text-align: center;">Subdivision Certificate</p> I, <u>CLAIRE STEPHENS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>[Signature]</u> Accreditation number: Consent Authority: <u>CITY OF PARRAMATTA COUNCIL</u> Date of endorsement: <u>25/09/2018</u> Subdivision Certificate number: <u>SC/179/2018</u> File number: *Strike through if inapplicable.	
Surveyor's Reference:31573-015DP PPN271179 [43384]	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6D (2016)(Community annexure) **WARNING: Creasing or folding will lead to rejection**

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 9 sheet(s)

Registered:  11.10.2018 Office Use Only

Office Use Only
DP271179
 (DOC.A)

PLAN OF SUBDIVISION OF LOT 3 IN DP776611 AND LOT 22 IN DP1044874

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

Subdivision Certificate number: SC/179/2018
 Date of endorsement: 25/09/2018

Name of Development (Optional)
 ONE THE WATERFRONT

Address for Service of Notices
 SARRAF STRATA
 PO BOX 520 HURSTVILLE NSW 1481

WARNING STATEMENT (Approved Form 7)
 This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 *Community Land Development Act 1989*.
 Any changes will be recorded in a replacement schedule.

VALUER'S CERTIFICATE (Approved Form 9)
 I, Danny Sukkar (API No. 68873)
 of Property Logic Com
 being a qualified valuer, as defined in the *Community Land Development Act 1989*, certify that;
 *(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on 22 August 2018.
 *(b) ~~The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on 22 August 2018 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.~~

UPDATE NOTE (Approved Form 8)
 This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on [^]

 * Strike through if inapplicable
 ^ Insert registration date of previous schedule

Signature: Danny Sukkar Dated: 22/08/2018
 * Strike through if inapplicable
 ^ Insert date of valuation


**SCHEDULE OF UNIT ENTITLEMENT
 INITIAL SCHEDULE OF UNIT ENTITLEMENT**

LOT NO	UE	SUBDIVISION
1	COMMUNITY PROPERTY	
2	386	
3	6443	SP98432
4	10098	SP98433
5	7132	SP98434
6	75941	
TOTAL	100000	

HISTORICAL FILE

SEE ADMINISTRATION SHEET 3 (DOC. B)

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 9 sheet(s)

11.10.2018 Office Use Only
 Registered: 

Office Use Only
DP271179
 (DOC.A)

PLAN OF SUBDIVISION OF LOT 3 IN DP776611
 AND LOT 22 IN DP1044874

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

Subdivision Certificate number: *SC/179/2018*
 Date of Endorsement: *25/09/2018*

STREET ADDRESS SCHEDULE


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1		AMALFI	DRIVE	Wentworth Point
2		AMALFI	DRIVE	Wentworth Point
3		AMALFI	DRIVE	Wentworth Point
4		BENNELONG	PARKWAY	Wentworth Point
5		BENNELONG	PARKWAY	Wentworth Point
6		BENNELONG	PARKWAY	Wentworth Point

NOTE: STREET NUMBERS ARE NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 31573 015DP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 9 sheet(s)

Office Use Only
Registered:  11.10.2018

PLAN OF SUBDIVISION OF LOT 3 IN DP776611
AND LOT 22 IN DP1044874

Office Use Only
DP271179
(DOC.A)

Subdivision Certificate number: *SC/179/2018*
Date of Endorsement: *25/09/2018*

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, IT IS INTENDED TO CREATE:

1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS)
2. EASEMENT FOR SERVICES (WHOLE OF LOTS)
3. EASEMENT FOR FIRE EGRESS (WHOLE OF LOTS)
4. EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS)
5. EASEMENT FOR CONSTRUCTION (WHOLE OF LOTS)
6. EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM (E2)
7. EASEMENT FOR USE (GARBAGE COLLECTION) VARIABLE WIDTH LIMITED IN STRATUM (E3)
8. RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (E4)
9. RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (E5)
10. RESTRICTION ON THE USE OF LAND (CAR PARKING SPACES)
11. EASEMENT FOR USE OF LOADING DOCK VARIABLE WIDTH LIMITED IN STRATUM (E6)
12. EASEMENT FOR PUBLIC ACCESS (WHOLE OF LOT)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 31573 015DP

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 9 sheet(s)



11.10.2018

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 3 IN DP776611
AND LOT 22 IN DP1044874

DP271179


(DOC.A)

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

Subdivision Certificate number: SC/179/2018
Date of Endorsement: 25/09/2018

- 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)
Wentworth Point 1 Pty Ltd)
ACN 605 294 844)
in accordance with Section 127)
of the Corporations Act)


.....
Signature of Director


.....
Signature of Director/secretary

Bital El-Cheikh
.....
NAME (please print)


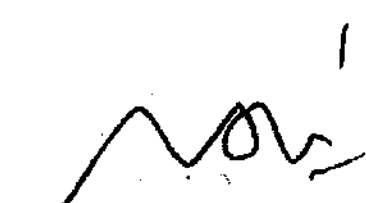
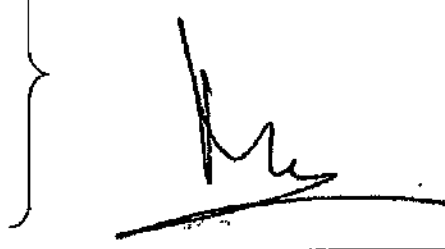
Sajah Hamroud
.....
NAME (please print)

If space is insufficient use additional annexure sheet




Surveyor's Reference: 31573 015DP

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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 6 of 9 sheet(s)
Registered:  11.10.2018	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 3 IN DP776611 AND LOT 22 IN DP1044874		DP271179 (DOC.A)
Subdivision Certificate number: <u>SC/179/2018</u>	<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 86B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Date of Endorsement: <u>25/09/2018</u>		
Mortgagee:		
<u>THP AUSTRALIA CAPITAL SDN BHD</u>		
The Common Seal of THP AUSTRALIA CAPITAL SDN BHD (Company No. 1077431-M) was hereunto duly affixed in the presence of:		
		
Director	Director/Secretary	
Name: <u>Aosaqli Othman</u>	Name: <u>Anuarifaei Mustapa</u>	
NRIC No. <u>540927-09-5007</u>	NRIC No. <u>731120-06-5693</u>	
Address: Level 20, Bangunan TH Seiborn, 153, Jalan Tun Razak, Kuala Lumpur, Malaysia		
Fax No: +603 2687 3322		
Attention: Anuarifaei Mustapa		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: <u>31573 015 DP</u>		


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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 7 of 9 sheet(s)	
Registered:  11.10.2018 Office Use Only	Office Use Only <h1>DP271179</h1> <p>(DOC.A)</p>
PLAN OF SUBDIVISION OF LOT 3 IN DP776611 AND LOT 22 IN DP1044874	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 number: <u>SC/179/2018</u> Date of Endorsement: <u>25/09/2018</u>	
Mortgagee:	
Signed sealed and delivered for and on behalf of Maybank Investment Bank Berhad by its duly authorised Attorney under Power of Attorney Book <u>4692</u> No <u>50</u>	
 _____ Signature of Witness	 _____ Signature of Attorney
<u>WONG KOK YEW</u> Full Name of Witness	<u>V. SARASWATHY A/P VARADARAJAN</u> Full Name of Attorney
<u>MAY BANK INVESTMENT BANK BERHAD</u> Address of Witness	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: <u>31573 015 DP</u>	

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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 8 of 9 sheet(s)	
Registered:  11.10.2018 Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 3 IN DP776611 AND LOT 22 IN DP1044874	DP271179 (DOC.A)
Subdivision Certificate number: <u>SC/179/2018</u> Date of Endorsement: <u>25/09/2018</u>	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.
<u>Mortgagee:</u> Executed by THP Treasury Pty Ltd ACN 814 610 463 in accordance with s127 of the Corporations Act 2001	
 Signature of Director	 Signature of Director/Secretary
<u>Rosali Otman</u> Name of Director	<u>Mohd Iqbal Mohd Ali</u> Name of Director/Secretary
If space is insufficient use additional annexure sheet	
Surveyor's Reference: <u>31573 0150P</u>	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 9 of 9 sheet(s)

Registered:  11.10.2018 Office Use Only

Office Use Only
DP271179
(DOC.A)

PLAN OF SUBDIVISION OF LOT 3 IN DP776611
AND LOT 22 IN DP1044874


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

Subdivision Certificate number: SC/179/2019
Date of Endorsement: 25/09/2018

- 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.

City or Parramatta Council by its authorised delegate pursuant to s377 Local Government Act 1993

Executed by City of Parramatta Council
In the presence of:


.....
Signature of authorised delegate

LAURE STEPHENS
.....
Name of authorised delegate

R/UNIT MGR - DBU
.....
Position of authorised delegate

I certify that I am an eligible witness and that
an authorised delegate of City of Parramatta
Council signed this dealing in my presence:

Kiva Cosentino
.....
Signature of witness

KIVA COSENTINO
.....
Name of witness

126 CHURCH ST PARRAMATTA
.....
Address of witness


Note: s117 of the Real Property Act 1900 requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

If space is insufficient use additional annexure sheet


Surveyor's Reference: 31573 015DP

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PLAN FORM 6D (2016)(Community annexure) WARNING: Greasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 10 sheet(s)
<p>Registered:  8.7.2019</p> <p>PLAN OF SUBDIVISION OF LOT 8 IN DP271179</p> <p>Subdivision Certificate number: <u>SC/75/2019</u></p> <p>Date of endorsement: <u>20/11/2019</u></p> <p>Name of Development (Optional)</p>	<p style="text-align: center; font-size: 24pt;">DP271179</p> <p style="text-align: right;">(DOC.B)</p> <p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A</p> <p style="text-align: center;">Address for Service of Notices</p>	
<p>WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Product or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.</p> <p>Any changes will be recorded in a replacement schedule.</p>	<p>VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I, <u>Danny Sukkar (API No. 68873)</u> of <u>Property Logic Pty Ltd</u> being a qualified valuer, as defined in the Community Land Development Act 1989, certify that:</p> <p>(a) The unit entitlements shown in the schedule hereunder are based upon valuations made by me on <u>29 May 2019</u></p> <p>(b) The unit entitlements shown in the schedule hereunder, for the new lots created by the subdivision, are based upon their market value of <u>29 May 2019</u>, being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.</p> <p>Signature: <u>[Signature]</u> Date: <u>29/05/19</u></p>	
<p>UPDATE NOTE (Approved Form 8)</p> <p>This document contains an updated/revised Schedule of Unit Entitlements and replaces the existing schedule registered on <u>8.7.2019</u></p> <p><small>* Strike through if inapplicable * Insert registration date of previous schedule</small></p>	<p><small>* Strike through if inapplicable * Insert date of valuation</small></p>	
<p>SCHEDULE OF UNIT ENTITLEMENT</p> <p style="font-size: 18pt;">SEE SHEET 3</p>		
<p><small>If space is insufficient use annexure sheet - Plan Form 6A</small></p>		
<p>Surveyor's Reference: <u>31573 027DP</u></p>		

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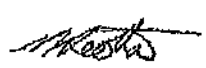
PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 10 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:  8.7.2019</p> <p>PLAN OF SUBDIVISION OF LOT 6 IN DP271179</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP271179</p> <p style="text-align: right;">(DOC.B)</p> <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 80(a) 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. 	
<p>Subdivision Certificate number: <u>SC/75/2019</u></p> <p>Date of Endorsement: <u>20/5/2019</u></p>		

INITIAL SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UNIT ENTITLEMENT	SUBDIVISION
1	Community Property	
2	386	
3	6443	SP 98432
4	10098	SP 98433
5	7132	SP 98434
6	Now Lots 7, 8, 9 & 10	See Additional Sheets 22- 45
7	12681	SP98608
8	12670	SP98609
9	50599	
10	1	
Total	100,000	


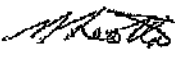
HISTORICAL FILE - SEE ADMINISTRATION SHEET 3 (DOC C)

If space is insufficient use additional annexure sheet





Surveyor's Reference: 31573 027DP









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PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 10 sheet(s)
Office Use Only		Office Use Only		
Registered:		DP271179		
8.7.2019		(DOC.B)		
PLAN OF SUBDIVISION OF LOT 6 IN DP271179		This sheet is for the provision of the following information as required:		
Subdivision Certificate number: <u>5475/2019</u>		<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 69B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 		
Date of Endorsement: <u>20/12/2019</u>				
SCHEDULE OF ADDRESS				
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
7		Bennelong	Parkway	WENTWORTH POINT
8		Bennelong	Parkway	WENTWORTH POINT
9		Bennelong	Parkway	WENTWORTH POINT
10		Bennelong	Parkway	WENTWORTH POINT
				
If space is insufficient use additional annexure sheet				
Surveyor's Reference: 31573 027DP				




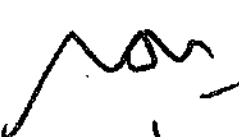

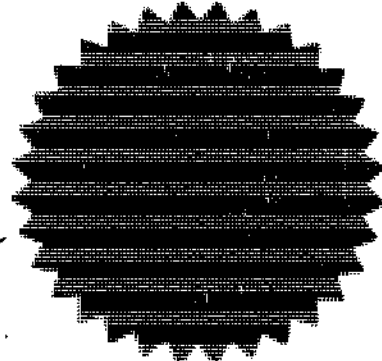
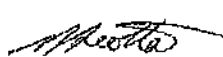
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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 10 sheet(s)	
Registered:  8.7.2019	Office Use Only
PLAN OF SUBDIVISION OF LOT 6 IN DP271179	Office Use Only
Subdivision Certificate number: SC/78/2019	DP271179 (DOC.B)
Date of Endorsement: 30/12/2019	
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(e) 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, IT IS INTENDED TO CREATE:	
<ol style="list-style-type: none">1 EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS)2 EASEMENT FOR SERVICES (WHOLE OF LOTS)3 EASEMENT FOR FIRE EGRESS (WHOLE OF LOTS)4 EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS)5 EASEMENT FOR CONSTRUCTION (WHOLE OF LOTS)6 RESTRICTION ON THE USE OF LAND (CAR PARKING SPACES) (WHOLE OF LOTS)7 RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (E7)8 RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (E8)9 EASEMENT TO USE LIFT VARIABLE WIDTH LIMITED IN STRATUM (E9)10 EASEMENT TO USE STAIRS VARIABLE WIDTH LIMITED IN STRATUM (E10)11 EASEMENT FOR ENCROACHMENT VARIABLE WIDTH LIMITED IN STRATUM (E11)12 RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (E12)13 EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E13)	
	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 31673 027DP	





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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 8 of 10 sheet(s)			
<div style="text-align: center;">  8.7.2019 Registered: </div> PLAN OF SUBDIVISION OF LOT 6 IN DP271179	Office Use Only <div style="font-size: 2em; font-weight: bold;">DP271179</div> (DOC.B) Office Use Only		
This sheet is for the provision of the following information as required:			
<ul style="list-style-type: none"> • A schedule of lots and addresses - Sec 60(a) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 89B Conveyancing Act 1919 • Signatures and seals - see 105D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 			
Subdivision Certificate number: <u>50/25/2019</u> Date of Endorsement: <u>30/5/2019</u>			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>EXECUTED by WENTWORTH POINT 1 PTY LTD ACN 606 294 844 in accordance with Section 127 of the Corporations Act</p> <p style="text-align: center;">  Signature of Director </p> <p style="text-align: center;"> <u>Sajah Hamoud</u> NAME (please print) </p> </td> <td style="width: 50%; vertical-align: top;"> <p style="text-align: center;">  Signature of Director/secretary </p> <p style="text-align: center;"> <u>Bilal El-Chritch</u> NAME (please print) </p> </td> </tr> </table>		<p>EXECUTED by WENTWORTH POINT 1 PTY LTD ACN 606 294 844 in accordance with Section 127 of the Corporations Act</p> <p style="text-align: center;">  Signature of Director </p> <p style="text-align: center;"> <u>Sajah Hamoud</u> NAME (please print) </p>	<p style="text-align: center;">  Signature of Director/secretary </p> <p style="text-align: center;"> <u>Bilal El-Chritch</u> NAME (please print) </p>
<p>EXECUTED by WENTWORTH POINT 1 PTY LTD ACN 606 294 844 in accordance with Section 127 of the Corporations Act</p> <p style="text-align: center;">  Signature of Director </p> <p style="text-align: center;"> <u>Sajah Hamoud</u> NAME (please print) </p>	<p style="text-align: center;">  Signature of Director/secretary </p> <p style="text-align: center;"> <u>Bilal El-Chritch</u> NAME (please print) </p>		
			
If space is insufficient use additional annexure sheet			
Surveyor's Reference: 31673 027DP			


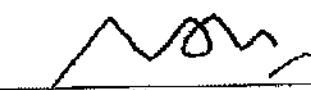


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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 7 of 10 sheet(s)	
Registered:  8.7.2019 PLAN OF SUBDIVISION OF LOT 6 IN DP271179	Office Use Only DP271179 (DOC.B)
Office Use Only This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(a) 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 1979• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Subdivision Certificate number: 30/75/2019 Date of Endorsement: 20/12/2019	
MORTGAGEE: <u>THP AUSTRALIA CAPITAL SDN BHD</u> The Common Seal of THP AUSTRALIA CAPITAL SDN BHD (Company No. 1077431-M) was hereunto duly affixed in the presence of:  Director Name: ROZATI OTHMAN NRIC No. 540927-09-5007  Director/Secretary Name: ANUARIPAEI MUSTAPA NRIC No. 731120-06-5693 Address: Level 20, Baangunan TH Selbom, 153, Jalan Tun Razak, Kuala Lumpur, Malaysia Fax No: +603 2687 3322 Attention: Anuarifaei Mustapa    COLOUR COPY SIGHTED IN NSW LRS  If space is insufficient use additional annexure sheet Surveyor's Reference: 31573 027DP	

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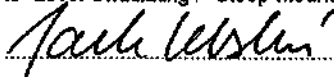

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 8 of 10 sheet(s)	
Office Use Only Registered:  8.7.2019 PLAN OF SUBDIVISION OF LOT 6 IN DP271179	Office Use Only <h1 style="text-align: center;">DP271179</h1> <p style="text-align: center;">(DOC.B)</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 80(e) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 196D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: <u>50/75/2019</u> Date of Endorsement: <u>30/15/2019</u>	
<p>MORTGAGEE:</p> <p>Signed sealed and delivered for and on behalf of Maybank Investment Bank Berhad By its duly authorised Attorney under Power of Attorney Book <u>4692</u> No <u>50</u></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">  _____ Signature of Witness <u>WONE KOK YEW</u> _____ Full Name of Witness </div> <div style="width: 45%;">  _____ Signature of Attorney <u>VISARASWATHY AID VARADARAJAN</u> _____ Full Name of Attorney </div> </div> <p style="margin-top: 20px;"><u>MAYBANK INVESTMENT BANK BERHAD</u> _____ Address of Witness</p> <div style="text-align: right; margin-top: 100px;">  </div> <p style="text-align: center; margin-top: 20px;">If space is insufficient use additional annexure sheet</p>	
Surveyor's Reference: 31573 027DP	

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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 9 of 10 sheet(s)	
 Registered: 8.7.2019	Office Use Only
PLAN OF SUBDIVISION OF LOT 6 IN DP271179	Office Use Only
DP271179	DP271179
	(DOC.B)
Subdivision Certificate number: <u>50/75/2019</u>	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.
Date of Endorsement: <u>30/5/2019</u>	
MORTGAGEE:	
Executed by THP Treasury Pty Ltd ACN 614 610 483 in accordance with s127 of the Corporations Act 2001	
 _____ Signature of Director	 _____ Signature of Director/Secretary
<u>ROSALI OTHMAN</u> _____ Name of Director	<u>MOKD FARUKLAK MOHD ALI</u> _____ Name of Director/Secretary
	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 31573 027DP	

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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 10 of 10 sheet(s)
<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: 8.7.2019</p> <p>PLAN OF SUBDIVISION OF LOT 6 IN DP271179</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <h1 style="margin: 0;">DP271179</h1> <p style="text-align: right; font-size: large; margin-top: 10px;">(DOC.B)</p>	
<p>Subdivision Certificate number: <u>SC/75/2019</u></p> <p>Date of Endorsement: <u>30/3/2019</u></p>	<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. 	
<p>City of Parramatta Council by its authorised delegate pursuant to s377 Local Government Act 1993</p> <p>Executed by City of Parramatta Council In the presence of:</p> <div style="margin-left: 200px;"> <p> Signature of authorised delegate</p> <p><u>MARK COSTA</u> Name of authorised delegate</p> <p><u>GROUP MANAGER - DEVELOPMENT & TRAFFIC</u> Position of authorised delegate</p> </div> <p>I certify that I am eligible witness and that an authorised delegate of City of Parramatta Council signed this dealing in my presence:</p> <div style="margin-left: 200px;"> <p> Signature of witness</p> <p><u>EVA COSENTINO</u> Name of witness</p> <p><u>126 CUNYALU ST PARRAMATTA</u> Address of witness</p> </div> <p style="font-size: small; margin-top: 20px;">Note: s117 of the Real Property Act 1900 requires that you must have known the signatory for more than 12 months or have signed identifying documentation.</p>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 31573 027DP		


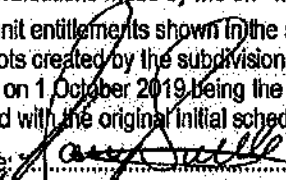
PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 9 sheet(s)
Registered:  4.10.2019 Title System: TORRENS	Office Use Only <h1 style="text-align: center;">DP271179</h1> Office Use Only (DOC.C)	
PLAN OF SUBDIVISION OF LOT 9 IN DP271179	LGA: CITY OF PARRAMATTA Locality: WENTWORTH POINT Parish: ST JOHN County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, JACEK IDZIKOWSKI of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 19/08/2019, or *(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 *(e) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'A' - 'B' Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature:  Dated: 10/09/2019 Surveyor Identification No: 7255 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-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. DP271179	<p style="text-align: center;">Subdivision Certificate</p> I, <u>CLAIRE STEPHENS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>CITY OF PARRAMATTA COUNCIL</u> Date of endorsement: <u>26.9.19</u> Subdivision Certificate number: <u>50/150/2019</u> File number: *Strike through if inapplicable.	
Surveyor's Reference: 31573 039DP [101917_5]	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

ePlan

PLAN FORM 6D (2016)(Community annexure) WARNING: Creasing or folding will lead to rejection

Sheet 2 of 9 sheet(s)

DEPOSITED PLAN ADMINISTRATION

<p style="text-align: right;">Office Use Only</p> <p>Registered:  4.10.2019</p> <p>PLAN OF SUBDIVISION OF LOT 9 IN DP271179</p> <p>Subdivision Certificate number: SC/150/2019</p> <p>Date of endorsement: 26.9.19</p> <p>Name of Development (Optional)</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em;">DP271179</p> <p style="text-align: right;">(DOC.C)</p> <p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A</p>
<p>WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i>.</p> <p>Any changes will be recorded in a replacement schedule.</p>	<p style="text-align: center;">Address for Service of Notices</p> <p style="font-size: 1.5em;">SARRAF STRATA PO BOX 520 HURSTVILLE NSW 1481</p>
<p>UPDATE NOTE (Approved Form 8)</p> <p>This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^</p> <p>.....</p> <p><small>* Strike through if inapplicable</small></p>	<p>VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I, Danny Sukkar (AAPI No.68873) of Property Logic.Com being a qualified valuer, as defined in the <i>Community Land Development Act 1989</i>, certify that;</p> <p>(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^</p> <p>(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on 1 October 2019 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.</p> <p>Signature:  Dated: 01/10/2019</p> <p><small>* Strike through if inapplicable</small></p> <p><small>* Insert date of valuation</small></p>


SCHEDULE OF UNIT ENTITLEMENT

SEE SHEET 3

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

Surveyor's Reference: 31573 039DP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 9 sheet(s)

Office Use Only
 Registered:  4.10.2019

PLAN OF SUBDIVISION OF LOT 9 IN
 DP271179

Office Use Only
DP271179
 (DOC.C)

Subdivision Certificate number: SC/150/2019
 Date of Endorsement: 26.9.19

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.


SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	SUBDIVISION
1	COMMUNITY PROPERTY	
2	386	
3	6443	SP98432
4	10098	SP98433
5	7132	SP98434
6	NOW LOTS 7, 8, 9 AND 10	SEE ADDITIONAL SHEETS 3-24
7	12681	SP98608
8	12670	SP98609
9	NOW LOTS 11, 12 AND 13	SEE ADDITIONAL SHEETS 46-73
10	1	
11	18900	SP99753
12	15369	SP99752
13	1	
14	16319	
TOTAL	100,000	

HISTORICAL FILE - SEE ADMINISTRATION SHEET (DOC. D)

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 9 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  4.10.2019</p> <p>PLAN OF SUBDIVISION OF LOT 9 IN DP271179</p> <p>Subdivision Certificate number: <u>SC/150/2019</u></p> <p>Date of Endorsement: <u>26.9.19</u></p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 24pt;">DP271179</p> <p style="text-align: right;">(DOC.C)</p> <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.
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LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
11	N/A	N/A	N/A	WENTWORTH POINT
12	N/A	N/A	N/A	WENTWORTH POINT
13	N/A	N/A	N/A	WENTWORTH POINT

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

1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS)
2. EASEMENT FOR SERVICES (WHOLE OF LOTS)
3. EASEMENT FOR FIRE EGRESS (WHOLE OF LOTS)
4. EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS)
5. EASEMENT FOR CONSTRUCTION (WHOLE OF LOTS)
6. RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (E14)
7. RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (E15)
8. EASEMENT FOR BICYCLE STORAGE VARIABLE WIDTH LIMITED IN STRATUM (E16)
9. EASEMENT FOR USE*(PODIUM) (E17)
10. EASEMENT FOR PUBLIC ACCESS AND PARKING VARIABLE WIDTH LIMITED IN STRATUM (E18)

* VARIABLE WIDTH LIMITED IN STRATUM JE
1/10/2019


If space is insufficient use additional annexure sheet



Surveyor's Reference: 31573 039DP

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 9 sheet(s)

Office Use Only
Registered:  4.10.2019

Office Use Only
DP271179
(DOC.C)


PLAN OF SUBDIVISION OF LOT 9 IN
DP271179

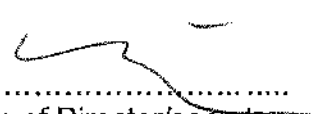
This sheet is for the provision of the following information as required:

Subdivision Certificate number: SC/130/2019
Date of Endorsement: 26.9.19

- 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)
WENTWORTH POINT 1 PTY LTD)
ACN 605 294 844)
in accordance with Section 127)
of the Corporations Act)


Signature of Director 
Bilal El-Cheikh
NAME (please print)

Signature of Director/secretary 
Sajid Hamood
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 31573 039DP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 9 sheet(s)

Office Use Only
Registered:  4.10.2019

PLAN OF SUBDIVISION OF LOT 9 IN
DP271179

Office Use Only
DP271179

(DOC.C)

Subdivision Certificate number: SC/150/2019
Date of Endorsement: 26.9.19

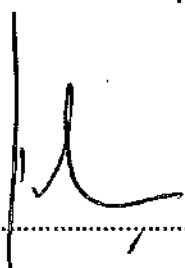
This sheet is for the provision of the following information as required:

- 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.

MORTGAGEE:

THP AUSTRALIA CAPITAL SDN BHD

The Common Seal of THP AUSTRALIA CAPITAL
SDN BHD (Company No. 1077431-M) was
hereunto duly affixed in the presence of:



Director

Name: **DAMANHURI MAHMUD**
NRIC No. **640519-08-6257**



Director/Secretary

Name: **ANUARIFAEI MUSTAPA**
NRIC.No. **731120-06-5693**

Address: Level 20, Bangunan TH Selborn, 153, Jalan Tun Razak, Kuala Lumpur, Malaysia


Fax No: +603 2687 3322

Attention: Anuarifaei Mustapa

If space is insufficient use additional annexure sheet

Surveyor's Reference: 31573 039DP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 7 of 9 sheet(s)

<p>Office Use Only</p> <p>Registered:  4.10.2019</p> <p>PLAN OF SUBDIVISION OF LOT 9 IN DP271179</p> <p>Subdivision Certificate number: <u>SC/150/2019</u></p> <p>Date of Endorsement: <u>26.9.19</u></p>	<p>Office Use Only</p> <p style="text-align: center;">DP271179</p> <p style="text-align: right;">(DOC.C)</p> <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.
--	--

MORTGAGEE:

Signed sealed and delivered for and on behalf of
Maybank Investment Bank Berhad
By its duly authorised Attorney under

Power of Attorney Book 4692 No 50



Signature of Witness

BUSAN CHIA

Full Name of Witness



Signature of Attorney

V. SARASWATHY

Full Name of Attorney


MAYBANK INVESTMENT BANK BERHAD 5938-H

Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 31573 039DP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 8 of 9 sheet(s)

Office Use Only
Registered:  4.10.2019

Office Use Only
DP271179
(DOC.C)

PLAN OF SUBDIVISION OF LOT 9 IN
DP271179

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

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


Subdivision Certificate number: SC/150/2019
Date of Endorsement: 26.9.19

MORTGAGEE:

Executed by THP Treasury Pty Ltd ACN 614 610 463
in accordance with s127 of the Corporations Act 2001


Signature of Director

MOHD FAZILLAH MOHD ALI
Name of Director


Signature of Director/Secretary


DAMANHURI MAHMUD
Name of Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 31573 039DP

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 9 of 9 sheet(s)

Registered:  4.10.2019 Office Use Only

Office Use Only
DP271179
(DOC.C)

PLAN OF SUBDIVISION OF LOT 9 IN
DP271179

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

Subdivision Certificate number: SC/150/2019
Date of Endorsement: 26.9.19

- 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.

CITY OF PARRAMATTA COUNCIL by its authorised delegate pursuant to s.377 Local Government Act 1993



(Signature of delegate)

CLAIRE STEPHENS

(Name of delegate)

POSITION: MGR-DA

I certify that I am an eligible witness and that the delegate signed in my presence

(Signature of Witness)

Eva Cosentino

(Name of Witness)

EVA COSENTINO

(Address of Witness)

126 CHUALY ST PARRAMATTA

Note: s117 of the Real Property Act 1900 requires that you must have known the signatory for more than 12 months or have signed identifying documentation.

If space is insufficient use additional annexure sheet




Surveyor's Reference: 31573 039DP

PLAN FORM 6 (2020)


WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 8 sheet(s)

<p>Registered:  30.3.2022</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p style="text-align: center;">DP271179</p> <p style="text-align: right;">(DOC.D)</p>
<p>PLAN OF LOT 1 FOLLOWING CONVERSION OF LOT 2 IN DP27119 TO COMMUNITY PROPERTY</p>	<p>LGA: CITY OF PARRAMATTA</p> <p>Locality: WENTWORTH POINT</p> <p>Parish: ST JOHN</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, JACEK IDZIKOWSKI of LTS LOCKLEY PO Box 564 St Leonards NSW 1590 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The and shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 20-05-2019....., 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 and shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'A' - 'B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous.</p> <p>Signature:  Dated: 14/02/2022..</p> <p>Surveyor Identification No: 7255 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</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: DP271179</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>MARK LEOTTA</u> *Authorised Person* General Manager/Registered Geolite, 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>Registration number:</p> <p>Consent Authority: <u>CITY OF PARRAMATTA COUNCIL</u></p> <p>Date of endorsement: <u>11/2/2022</u></p> <p>Subdivision Certificate number: <u>SC21/2022</u></p> <p>File number:</p> <p>*Strike through if inapplicable.</p> <p>Electronic Signature of me, Mark Leotta, affixed by me, or at my direction on 11/2/2022</p>
<p>Surveyor's Reference: 31573 050DP [169813_12]</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 8 sheet(s)

Office Use Only
 Registered:  30.3.2022

Office Use Only
DP271179
 (DOC.D)

PLAN OF LOT 1 FOLLOWING CONVERSION OF LOT 2 IN DP27119 TO COMMUNITY PROPERTY


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

Subdivision Certificate number: SC/1/2022.....
 Date of Endorsement: 11/2/2022

- 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.

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	SUBDIVISION
1	COMMUNITY PROPERTY	
2	CONVERTED TO LOT 1	SEE SHEETS 16A - 21A
3	6468	SP98432
4	10137	SP98433
5	7160	SP98434
6	NOW LOTS 7, 8, 9 AND 10	SEE ADDITIONAL SHEETS 3-24
7	12730	SP98608
8	12719	SP98609
9	NOW LOTS 11, 12 AND 13	SEE ADDITIONAL SHEETS 46-73
10	1	
11	18975	SP99753
12	15425	SP99752
13	1	
14	16384	
TOTAL	100,000	




Electronic Signature of me, Mark Leotta, affixed by me, or at my direction on 11/2/2022

If space is insufficient use additional annexure sheet

Surveyor's Reference: 31573 050DP [169813_12]

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 8 sheet(s)

Office Use Only
Registered:  30.3.2022

Office Use Only
DP271179
(DOC.D)

PLAN OF LOT 1 FOLLOWING CONVERSION OF LOT 2 IN DP27119 TO COMMUNITY PROPERTY

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

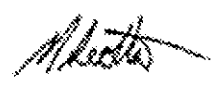
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate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

Subdivision Certificate number: SC/1/2022.....
Date of Endorsement: 11/2/2022

**Approved Form 8
COMMUNITY LAND DEVELOPMENT ACT
UPDATE NOTE TO SCHEDULE OF UNIT ENTITLEMENT**

This document contains an *updated/*revised Schedule of Unit Entitlement which replaces the existing schedule registered on ^ 4-10-2019.....

* Strike ou: if in applicable
^ Insert date




Electronic Signature of me, Mark Leotta, affixed by me, or at my direction on 11/2/2022

If space is insufficient use additional annexure sheet

Surveyor's Reference: 31573 050DP [169813_12]

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 8 sheet(s)

Office Use Only

Registered:  30.3.2022

PLAN OF LOT 1 FOLLOWING CONVERSION OF LOT 2 IN DP271179 TO COMMUNITY PROPERTY

Subdivision Certificate number: SC/1/2022.....

Date of Endorsement: 11/2/2022

Office Use Only

DP271179

(DOC.D)

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

- A schedule of lots and addresses - See 60(c) SS/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.

Approved Form 20
COMMUNITY LAND DEVELOPMENT ACT
CERTIFICATE OF CONSENT AUTHORITY IN RESPECT OF A CONVERSION OR SEVERANCE

The Consent Authority being ~~The Council of~~ CITY OF PARRAMATTA COUNCIL gives consent to;

~~(a) The conversion of lots ^ ... 2, ... in DP... 271179, to association property as shown on the plan herewith.~~
~~(b) The severance of lots ^ in DP from the Community or Precinct Scheme.~~

The consent authority is satisfied that the above action is not inconsistent with the conditions of any development consent and that any Development Contract has been amended accordingly.

Dated: 11/2/2022

Application No. SC/1/2022

Authorised Officer MARK LEOTTA

Signature: 

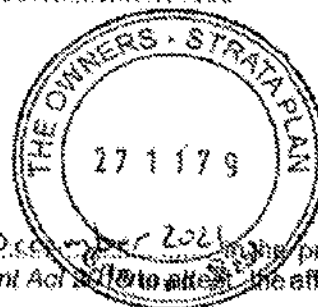
GROUP MANAGER DEVELOPMENT AND TRAFFIC SERVICES

Authorised Officer as Delegate of City of Parramatta Council Pursuant to Section 378 of Local Government Act 1993

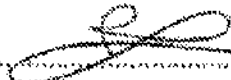
^{*} Drive through if applicable
[#] In respect of consent of council or consent authority
[^] Lot and lot number


Electronic Signature of me, Mark Leotta, affixed by me, or at my direction on 11/2/2022

Approved Form 23
Attestation



The seal of The Owners - Strata Plan No DP 271179 was affixed on 20 December 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.


Signatures:  Name: PATRICK SIANO Authority: STRATA MANAGER


 Electronic Signature of me, Mark Leotta, affixed by me, or at my direction on 11/2/2022

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 8 sheet(s)

Office Use Only

Registered:  30.3.2022

PLAN OF LOT 1 FOLLOWING CONVERSION OF LOT 2 IN DP27119 TO COMMUNITY PROPERTY

Subdivision Certificate number: SC11/2022.....

Date of Endorsement: 11/2/2022

Office Use Only

DP271179

(DOC.D)

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

- A schedule of lots and addresses - See 60(c) SS/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.

**Approved Form 21
 COMMUNITY LAND DEVELOPMENT ACT**


**CERTIFICATE OF ASSOCIATION
 CONSENTING TO DOCUMENTS AFFECTING THE SCHEME**

The ~~Community/Strata/Neighbourhood~~ Association Deposited Plan No. 271179, certifies that on 20 December 2022 it passed a unanimous resolution consenting to the:
CONVERSION OF LOT 2 DP 271179 TO ASSOCIATION PROPERTY
 (insert description of document - see below)
 (Add common seal of association and attestation as provided in Approved Form 18)



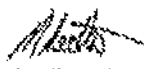
**Approved Form 23
 Attestation**

The seal of The Owners - Strata Plan No. 271179 was affixed on 20 December 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:  Name: PATRICK CARR Authority: STRATA MANAGER


Signature: Name: Authority:

* Insert appropriate date


 Electronic Signature of me, Mark Loffa,
 affixed by me, or at my direction on
 11/2/2022

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 8 sheet(s)

Office Use Only
 Registered:  30.3.2022

Office Use Only
DP271179
 (DOC.D)

PLAN OF LOT 1 FOLLOWING CONVERSION OF LOT 2 IN DP27119 TO COMMUNITY PROPERTY

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

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

Subdivision Certificate number: SC/1/2022.....
 Date of Endorsement: 11/2/2022

Approved Form 22
 COMMUNITY LAND DEVELOPMENT ACT

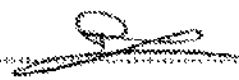
The *Community*/Precinct*/Neighbourhood Association Deposited Plan No. 271179 certifies that on 20 December 2021 it passed a unanimous resolution agreeing to the schedule of unit entitlements shown in the document here with

(Add common seal of association and attestation as provided in Approved Form 16)
 * Strike out if inapplicable
 † Insert date of resolution



Approved Form 23
 Attestation

The seal of The Owners - Strata Plan No DP 271179 was affixed on 20 December 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: Yorrick Sano Authority: Strata manager

Signature: Name: Authority:


* insert appropriate date




Electronic Signature of me,
 Mark Leotta, affixed by me, or
 at my direction on 11/2/2022

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 7 of 8 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  30.3.2022</p> <p>PLAN OF LOT 1 FOLLOWING CONVERSION OF LOT 2 IN DP27119 TO COMMUNITY PROPERTY</p> <p>Subdivision Certificate number: <u>SC/1/2022</u></p> <p>Date of Endorsement: <u>11/2/2022</u></p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center;">DP271179</p> <p style="text-align: right;">(DOC.D)</p> <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) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
--	--

EXECUTED for and on behalf of
WENTWORTH POINT 1 PTY LTD
ACN 605 294 844 by its duly
constituted attorney under Power of
Attorney dated 17 September 2021
Registered Book 4781 No. 43 in the
presence of:


.....
Signature of witness

Michael Robinson
.....
Name of witness

Lv 14, 264-278 George Street
.....
Address of witness Sydney NSW 2000



.....
Signature of attorney
Andrew John Buchanan



Electronic Signature of me, Mark
Leotta, affixed by me, or at my
direction on 11/2/2022


If space is insufficient use additional annexure sheet

Surveyor's Reference: 31573 050DP [169813_11]

PLAN FORM 6CC

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of 8 sheet(s)

Registered:  30.3.2022 Office Use Only

Office Use Only

PLAN OF LOT 1 FOLLOWING CONVERSION
OF LOT 2 IN DP271179 TO COMMUNITY
PROPERTY

DP271179

(DOC.D)

Subdivision Certificate number: SC/1/2022
Date of Endorsement: 11/2/2022

This sheet is for the provision of a certificate of currency where the plan
herewith was not lodged within 2 years of the completion of the survey
as shown in the survey certificate.

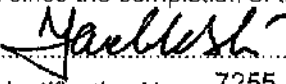
See clause 31 *Conveyancing (General) Regulation 2018*

Certificate of Currency

I, JACEK IDZIKOWSKI
of LTS LOCKLEY PO BOX 564 ST LEONARDS NSW 1590

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that, from the date of the completion
of the survey shown on the survey certificate:

- (a) there are no changes to the boundaries of the land to which the survey relates (the *subject land*), and the definition of those boundaries in the plan of survey remains consistent with surrounding plans, or if not, the plan of survey has been updated;
- (b) 2 or more of the permanent survey marks used in the survey remain in place, or if not, the plan of survey has been updated;
- (c) all reference marks placed in respect of the survey remain in place, or if not, the reference marks have been replaced and the plan of survey has been updated; and
- (d) there has been no change to the occupations and other improvements relevant to the boundaries of the subject land since the completion of the survey, or if not, the plan of survey has been updated.

Signature:  Date: 14-02-2022
Surveyor Identification No.: 7255

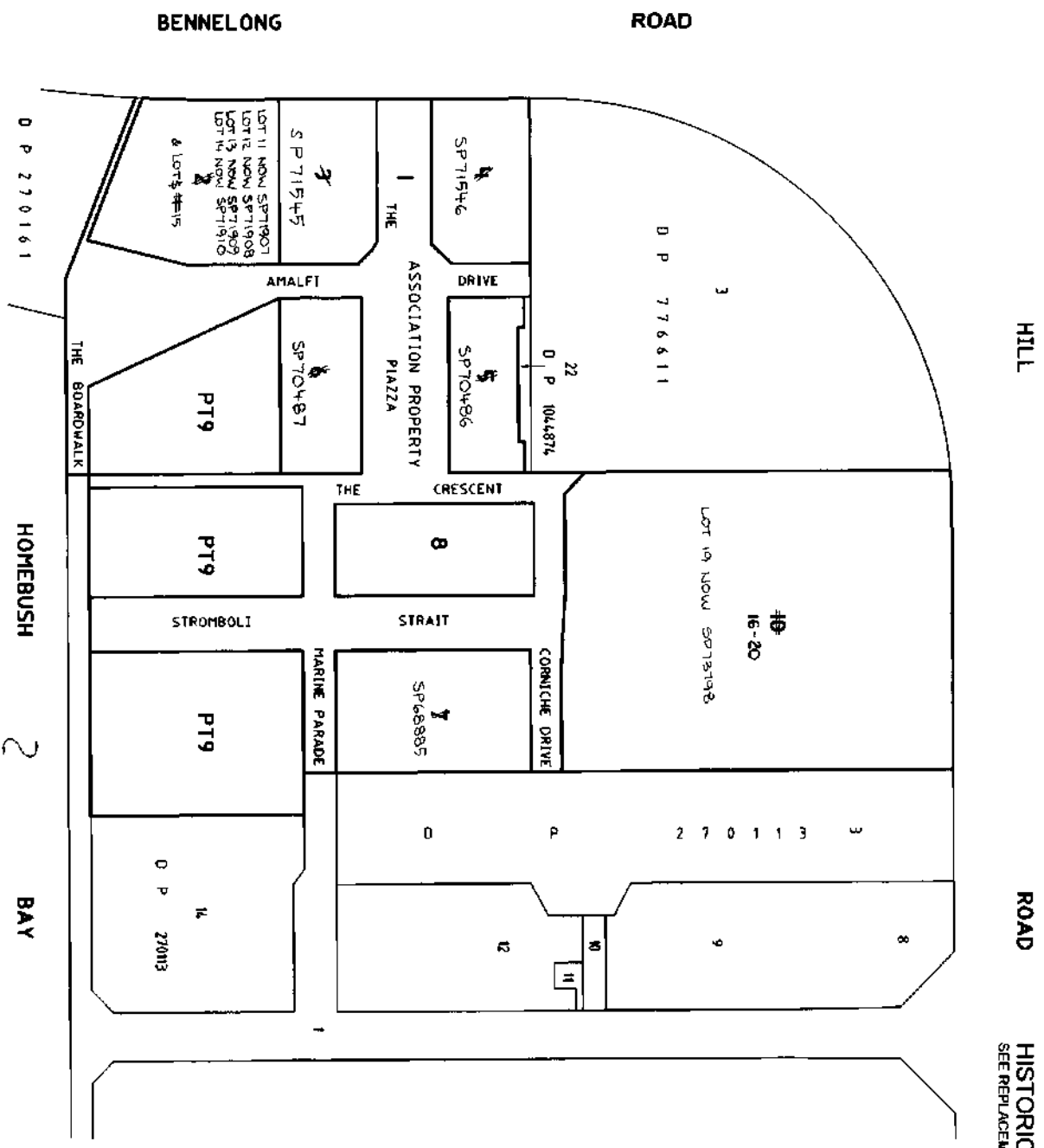
Surveyor's Reference:

NAME OF DEVELOPMENT, IF ANY
 THE WATERFRONT PRECINCT

ADDRESS FOR SERVICE OF NOTICE
 25 BENNELONG ROAD
 HOMEBUSH BAY

DP270320

LOCATION DIAGRAM
 R.R. 1:1500
HISTORICAL FILE
 SEE REPLACEMENT SHEET 1A



REGISTERED 8/11/2002

THIS SHEET IS BEING CONTINUALLY RE-PRINTED TO SHOW THE LATEST INFORMATION. FOR DETAILS OF SUCH UP-DATES AND APPROVAL AND REPLACEMENT SHEETS ABOVE SEE SCHEDULE BELOW.

APPROVAL No. 225/04/01
 DATE 22.10.2002
 SUBDIVISION/GENERAL-MANAGER/ASSOCIATED-AGENTS
 SIGNATURE: D.F. O'Leary
 DATE 30-1-2000

SCHEDULE OF CHANGES TO THE SCHEME

LOT No.	DETAILS	SHEET No.
3	SP 71545 (LOTS 1-80 & CP)	2
4	SP 71546	
5	SP 70486	
6	SP 70487	
7	SP 68885	
2	SUBDIVIDED INTO LOTS 11-15	5-12
11	SP 71907	
12	SP 71908	
13	SP 71909	
14	SP 71910	
19	BOUNDARY ADJUSTMENT SUBDIVIDED INTO LOTS 16, 20 SP 75798	3A, 13-14, 15

SEE REPLACEMENT SHEET 1A

SURVEYOR'S REFERENCE: H330/CP/WPH(E)



NAME OF DEVELOPMENT, IF ANY
 THE WATERFRONT PRECINCT

ADDRESS FOR SERVICE OF NOTICE
 25 BENNELONG ROAD
 HOMEBUSH BAY

LOCATION DIAGRAM
 R.R. 11500

FOR REFERENCE TO ADDITIONAL SHEETS SEE SCHEDULE BELOW

REGISTERED 02 12 2004

THIS SHEET IS BEING CONTINUALLY UP-DATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME. FOR DETAILS OF SUCH UP-DATES AND ADDITIONAL AND REPLACEMENT SHEETS ADD SEE SCHEDULE BELOW.

APPROVAL No. SC114-4-01

DATE: 11 OCT 2004

SURVEYOR'S SIGNATURE: *David White*

DATE: 30-7-2004

SCHEDULE OF CHANGES TO THE SCHEME

LOT NO.	DETAILS	SHEET NO.
3	CO TOWERS (Lots 1-6 & 20)	2
4	SP TOWER	
5	SP TOWER	
6	SP TOWER	
7	SP TOWER	
2	Subdivided into lots 11-15	5-12
11	SP TOWER	
12	SP TOWER	
13	SP TOWER	
14	SP TOWER	
19	Boundary adjustment	24, 13-14
10	Subdivided into lots 16-20	15
19	Lot 20 converted to association property	20, 16
16	SP TOWER	
8	Subdivided into lots 21 & 22	17-20
17	SP TOWER	
9	Subdivided into lots 23-24	21
24	SP TOWER	
22	Subdivided into lots 25-26	22-24

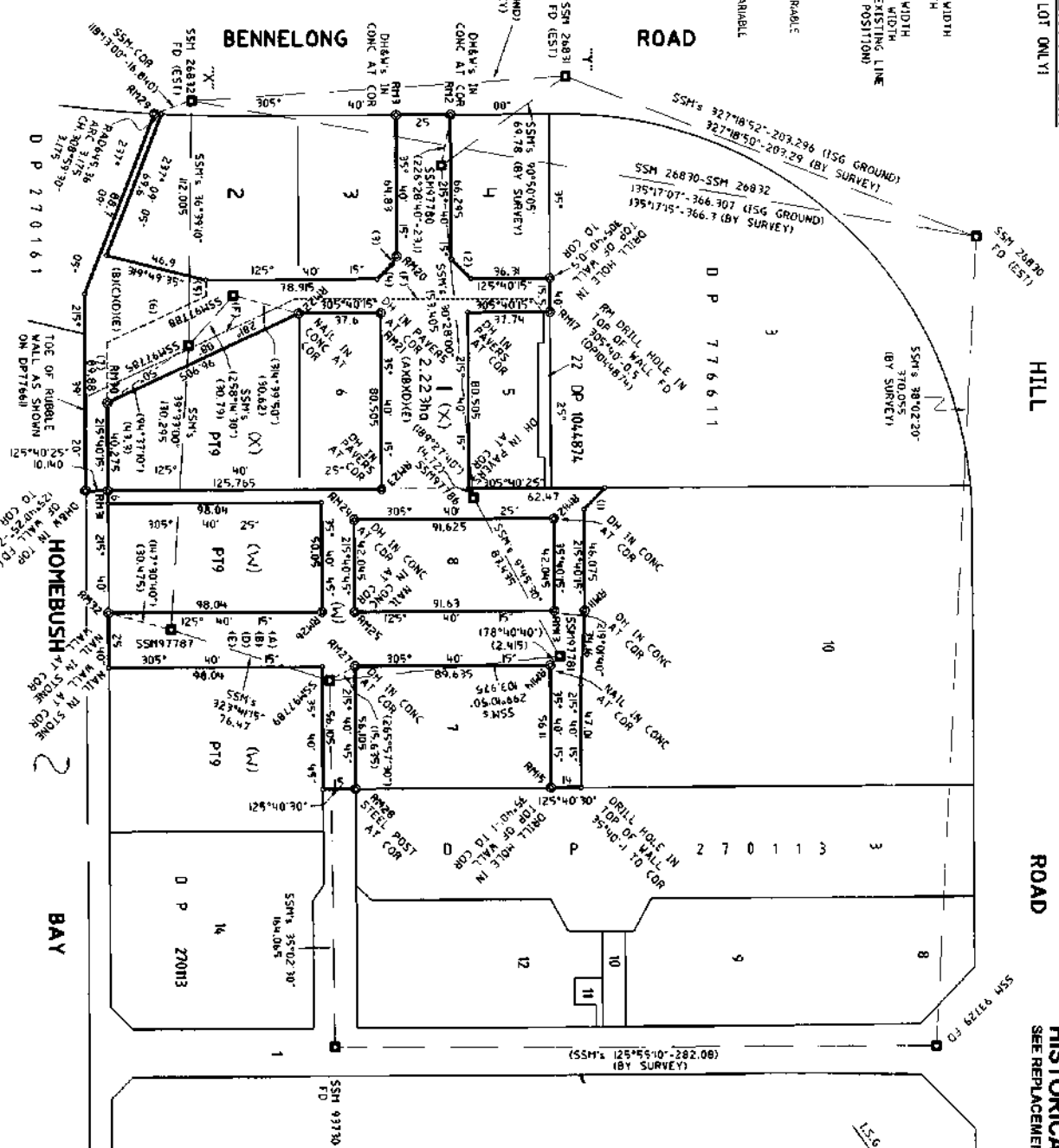
ASSOCIATION PROPERTY PLAN
 (ASSOCIATION PROPERTY LOT ONLY)

- (A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (B) RIGHT OF FOOTWAY VARIABLE WIDTH
- (C) RIGHT TO USE AS A PARK
- (D) RIGHT TO DRAIN WATER VARIABLE WIDTH
- (E) EASEMENT FOR SERVICES VARIABLE WIDTH
- (F) EASEMENT FOR DRAIN WATER OVER EXISTING LINE
- (G) LINES AND PITS (APPROXIMATE POSITION) (DP 104874)

- (W) REFERRED BY DP28877
- (X) EASEMENT FOR SERVICES VAR WIDTH
- (Y) RIGHT OF FOOTWAY (A) VAR WIDTH
- (Z) RIGHT OF CARRIAGEWAY Z VAR WIDTH
- (AA) EASEMENT TO DRAIN WATER VAR WIDTH
- (AB) RIGHT OF FOOTWAY (B) VAR WIDTH
- (AC) RIGHT OF CARRIAGEWAY ZB VAR WIDTH
- (AD) EASEMENT FOR SERVICES VAR WIDTH
- (AE) RIGHT OF CARRIAGEWAY ZB VAR WIDTH
- (AF) EASEMENT FOR ACCESS

SCHEDULE OF SHORT LINES

LN	BEARING	DIST
1	259°30'51.7"	1.832
2	110°40'15.1"	1.832
3	90°40'15.1"	5.600
4	187°30'00.0"	4.735
5	107°00'50.0"	108.885
6	35°40'00.0"	152.700



SURVEY PRACTICE REGULATION 1996 (CLAUSE 32(2))

MARK	I.S.G. CO-ORDINATES	ZONE	ACC
SSM28870	308701.80	1257186.794	540
SSM28871	308671.81	1257186.794	540
SSM28872	308751.63	1257187.468	540
SSM28873	308751.63	1257187.468	540
SSM28874	308751.63	1257187.468	540
SSM28875	308751.63	1257187.468	540
SSM28876	308751.63	1257187.468	540
SSM28877	308751.63	1257187.468	540
SSM28878	308751.63	1257187.468	540
SSM28879	308751.63	1257187.468	540
SSM28880	308751.63	1257187.468	540
SSM28881	308751.63	1257187.468	540
SSM28882	308751.63	1257187.468	540
SSM28883	308751.63	1257187.468	540
SSM28884	308751.63	1257187.468	540
SSM28885	308751.63	1257187.468	540
SSM28886	308751.63	1257187.468	540
SSM28887	308751.63	1257187.468	540
SSM28888	308751.63	1257187.468	540
SSM28889	308751.63	1257187.468	540
SSM28890	308751.63	1257187.468	540
SSM28891	308751.63	1257187.468	540
SSM28892	308751.63	1257187.468	540
SSM28893	308751.63	1257187.468	540
SSM28894	308751.63	1257187.468	540
SSM28895	308751.63	1257187.468	540
SSM28896	308751.63	1257187.468	540
SSM28897	308751.63	1257187.468	540
SSM28898	308751.63	1257187.468	540
SSM28899	308751.63	1257187.468	540
SSM28900	308751.63	1257187.468	540

SCHEDULE OF REFERENCE MARKS

NO.	BEARING	DIST.	DESCRIPTION	NO.	BEARING	DIST.	DESCRIPTION
1	124°42'30"	3.58	DH&W	21	308°47'40"	4.36813745	DH&W
2	138°16'50"	4.21	DH&W	22	310°22'20"	5.398481005	DH&W
3	148°16'50"	4.21	DH&W	23	148°04'30"	2.9175	DH&W
4	124°42'30"	6.34	DH&W	24	25°49'20"	0.76580149	DH&W
5	124°42'30"	6.34	DH&W	25	25°49'20"	0.76580149	DH&W
6	124°42'30"	6.34	DH&W	26	25°49'20"	0.76580149	DH&W
7	124°42'30"	6.34	DH&W	27	25°49'20"	0.76580149	DH&W
8	124°42'30"	6.34	DH&W	28	25°49'20"	0.76580149	DH&W
9	124°42'30"	6.34	DH&W	29	25°49'20"	0.76580149	DH&W
10	124°42'30"	6.34	DH&W	30	25°49'20"	0.76580149	DH&W
11	124°42'30"	6.34	DH&W	31	25°49'20"	0.76580149	DH&W
12	124°42'30"	6.34	DH&W	32	25°49'20"	0.76580149	DH&W
13	124°42'30"	6.34	DH&W	33	25°49'20"	0.76580149	DH&W
14	124°42'30"	6.34	DH&W	34	25°49'20"	0.76580149	DH&W
15	124°42'30"	6.34	DH&W	35	25°49'20"	0.76580149	DH&W
16	124°42'30"	6.34	DH&W	36	25°49'20"	0.76580149	DH&W
17	124°42'30"	6.34	DH&W	37	25°49'20"	0.76580149	DH&W
18	124°42'30"	6.34	DH&W	38	25°49'20"	0.76580149	DH&W
19	124°42'30"	6.34	DH&W	39	25°49'20"	0.76580149	DH&W
20	124°42'30"	6.34	DH&W	40	25°49'20"	0.76580149	DH&W

PLAN DRAWING ONLY TO APPEAR IN THIS SPACE

HISTORICAL FILE
 SEE REPLACEMENT SHEET 3A

DP270320

Registered: 1.11.2009

Registered: 30.3.2000

DP270320

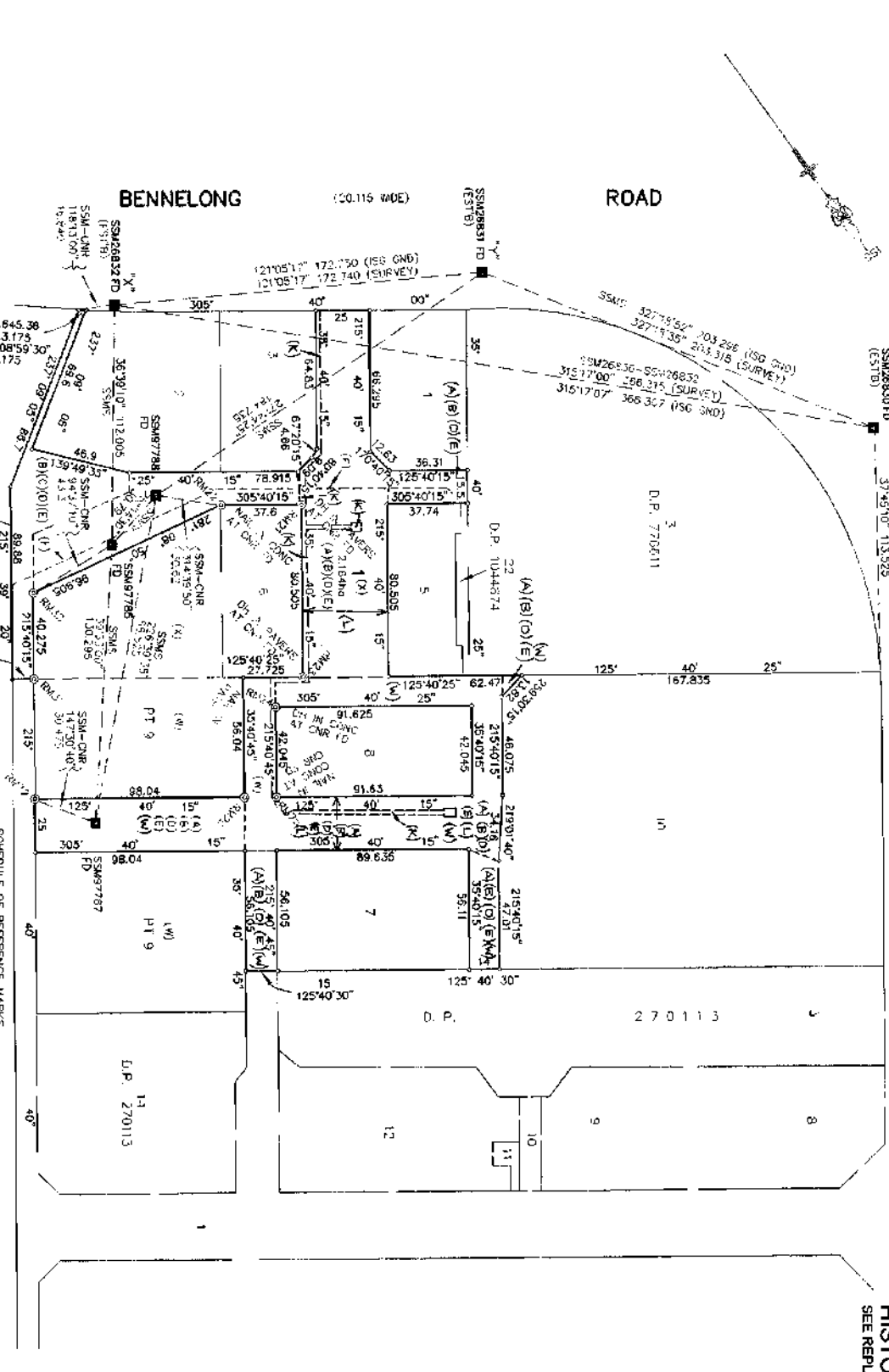
Registered: 1.11.2009
 Registered: 30.3.2000
 DP270320

Reduction Ratio: 1:1500

- (W) BENEFITED BY D.P.0144874
 EXISTENT FOR ACCESS
- (X) BENEFITED BY D.P.0144874
 EXISTENT FOR ACCESS
- (A) RIGHT OF FOOTWAY (A) VARIABLE WIDTH
 (B) RIGHT OF FOOTWAY (B) VARIABLE WIDTH
 (C) RIGHT OF FOOTWAY (C) VARIABLE WIDTH
 (D) RIGHT OF FOOTWAY (D) VARIABLE WIDTH
 (E) RIGHT OF FOOTWAY (E) VARIABLE WIDTH
 (F) RIGHT OF FOOTWAY (F) VARIABLE WIDTH
 (G) RIGHT OF FOOTWAY (G) VARIABLE WIDTH
 (H) RIGHT OF FOOTWAY (H) VARIABLE WIDTH
 (I) RIGHT OF FOOTWAY (I) VARIABLE WIDTH
 (J) RIGHT OF FOOTWAY (J) VARIABLE WIDTH
 (K) RIGHT OF FOOTWAY (K) VARIABLE WIDTH
 (L) RIGHT OF FOOTWAY (L) VARIABLE WIDTH
 (M) RIGHT OF FOOTWAY (M) VARIABLE WIDTH
 (N) RIGHT OF FOOTWAY (N) VARIABLE WIDTH
 (O) RIGHT OF FOOTWAY (O) VARIABLE WIDTH
 (P) RIGHT OF FOOTWAY (P) VARIABLE WIDTH
 (Q) RIGHT OF FOOTWAY (Q) VARIABLE WIDTH
 (R) RIGHT OF FOOTWAY (R) VARIABLE WIDTH
 (S) RIGHT OF FOOTWAY (S) VARIABLE WIDTH
 (T) RIGHT OF FOOTWAY (T) VARIABLE WIDTH
 (U) RIGHT OF FOOTWAY (U) VARIABLE WIDTH
 (V) RIGHT OF FOOTWAY (V) VARIABLE WIDTH
 (W) RIGHT OF FOOTWAY (W) VARIABLE WIDTH
 (X) RIGHT OF FOOTWAY (X) VARIABLE WIDTH
 (Y) RIGHT OF FOOTWAY (Y) VARIABLE WIDTH
 (Z) RIGHT OF FOOTWAY (Z) VARIABLE WIDTH

- (A) RIGHT OF FOOTWAY (A) VARIABLE WIDTH (D.P.270320)
 (B) RIGHT OF FOOTWAY (B) VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (C) RIGHT TO USE AS A PARK (D.P.270320)
 (D) RIGHT TO DRAIN WATER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (E) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (F) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (G) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (H) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (I) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (J) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (K) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (L) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (M) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (N) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (O) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (P) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (Q) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (R) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (S) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (T) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (U) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (V) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (W) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (X) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (Y) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)
 (Z) EASEMENT FOR SEWER VARIABLE WIDTH (D.P.270320) (WHOLE LOT)

- (K) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE
 4 WIDE AND VARIABLE WIDTH (K) (D.P.1055643)
 (L) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (L)
 (D.P.1055643)
 EASEMENT FOR CONSTRUCTION AND MAINTENANCE
 OF COMMUNICATIONS CABLE WIDE AS STYTTVS AFFECTS
 THE WHOLE OF LOT 1
 ROAD



SCHEDULE OF REFERENCE MARKS

NO.	BEARING	DISTANCE	DESCRIPTION
1	155°10'00"	5.535 & 15.915	DH & WS FIDOP 2703201
2	155°10'00"	4.565 & 13.85	DH & WS FIDOP 2703201
3	102°02'00"	5.17 & 12.11	DH & WS FIDOP 2703201
4	155°10'00"	8.525	DH & WS FIDOP 2703201 OTHER RM GONE
5	147°07'30"	3.505	RM & WS FIDOP 2703201 OTHER RM GONE
6	211°27'00"	10.915 & 21.94	DH & WS FIDOP 2703201 OTHER RM GONE
7	257°47'00"	0.765 & 11.99	DH & WS FIDOP 2703201
8	217°47'30"	27.52	DH & WS FIDOP 2703201
9	180°55'30"	22.645	DH & WS FIDOP 2703201 OTHER RM GONE

STARTING REGULATION 2001 CLAUSE 23(2)

MARK	ISG	MASS	CC	ORIGINAL	ZONE	CLASS	WIDTH
SSM268320	106	501	921	1255	135	755	B
SSM268321	306	611	706	1254	555	005	B
SSM268322	306	759	691	1254	676	465	B

PLAN

NO.	BEARING	DISTANCE	DESCRIPTION
1	155°10'00"	5.535 & 15.915	DH & WS FIDOP 2703201
2	155°10'00"	4.565 & 13.85	DH & WS FIDOP 2703201
3	102°02'00"	5.17 & 12.11	DH & WS FIDOP 2703201
4	155°10'00"	8.525	DH & WS FIDOP 2703201 OTHER RM GONE
5	147°07'30"	3.505	RM & WS FIDOP 2703201 OTHER RM GONE
6	211°27'00"	10.915 & 21.94	DH & WS FIDOP 2703201 OTHER RM GONE
7	257°47'00"	0.765 & 11.99	DH & WS FIDOP 2703201
8	217°47'30"	27.52	DH & WS FIDOP 2703201
9	180°55'30"	22.645	DH & WS FIDOP 2703201 OTHER RM GONE

SCHEDULE OF REFERENCE MARKS

NO.	BEARING	DISTANCE	DESCRIPTION
1	155°10'00"	5.535 & 15.915	DH & WS FIDOP 2703201
2	155°10'00"	4.565 & 13.85	DH & WS FIDOP 2703201
3	102°02'00"	5.17 & 12.11	DH & WS FIDOP 2703201
4	155°10'00"	8.525	DH & WS FIDOP 2703201 OTHER RM GONE
5	147°07'30"	3.505	RM & WS FIDOP 2703201 OTHER RM GONE
6	211°27'00"	10.915 & 21.94	DH & WS FIDOP 2703201 OTHER RM GONE
7	257°47'00"	0.765 & 11.99	DH & WS FIDOP 2703201
8	217°47'30"	27.52	DH & WS FIDOP 2703201
9	180°55'30"	22.645	DH & WS FIDOP 2703201 OTHER RM GONE

HISTORICAL FILE
 SEE REPLACEMENT SHEET 38

COMMUNITY BOUNDARY ADJUSTMENT PLAN
DP270320
 SHEET 3A

Registered: **29-10-2004**

This is sheet **X3** of my plan of **3** acres
 dated **4-11-03**

OFFICE USE ONLY

THIS SHEET CONTAINS UP DATE
 BOUNDARY INFORMATION
 SHEET 2 OF THE PLAN REGISTERED
 ON 1-11-2010

Scale: 1:500

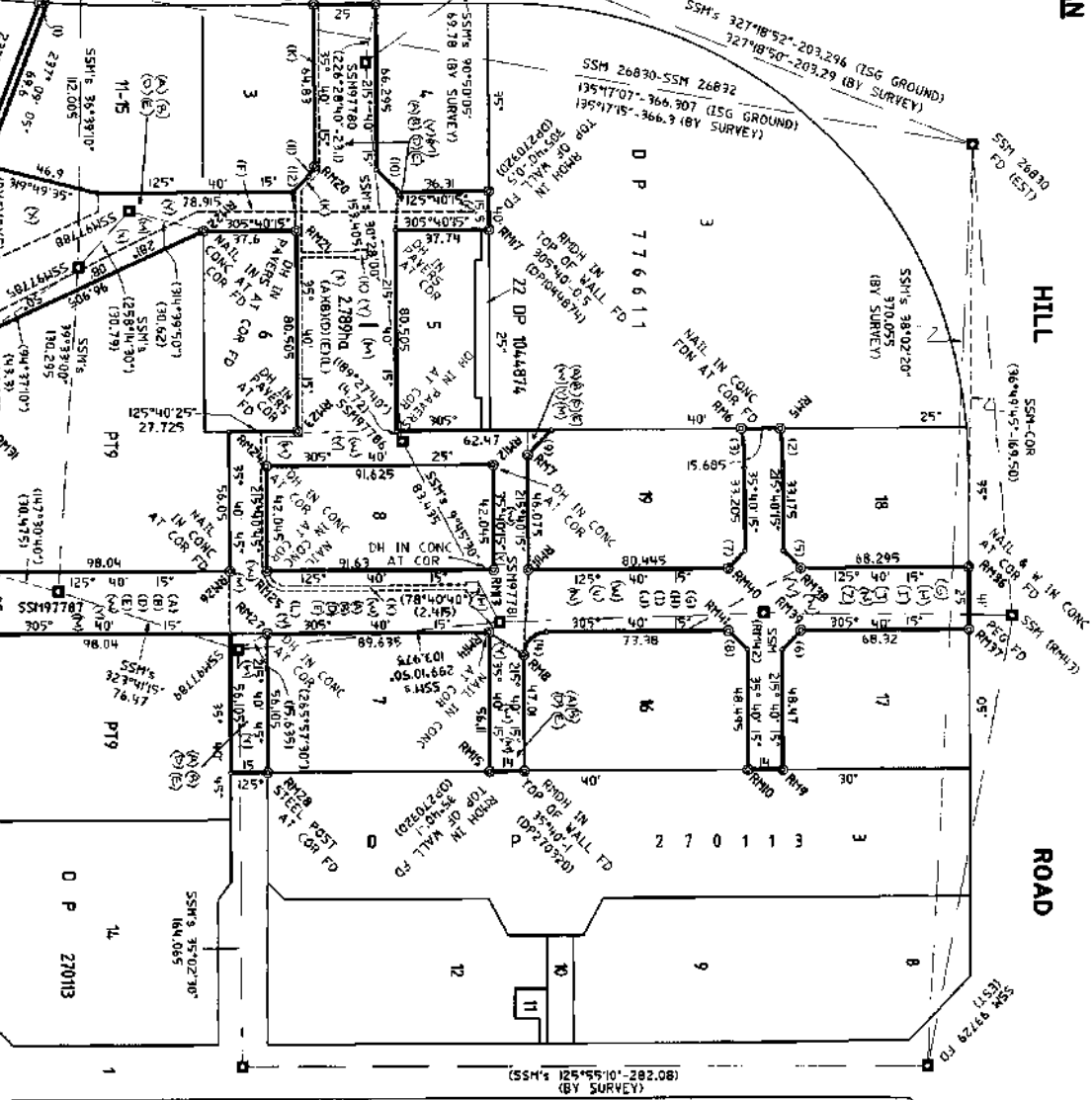
ASSOCIATION PROPERTY PLAN
 (ASSOCIATION PROPERTY LOT ONLY)

SCHEDULE OF CURVED LINES

No.	BEARING	CHORD	ARC	RAADIUS
1	308°59'30"	31.75	31.75	645.36
2	219°24'50"	15.87	15.865	111.94
3	301°55'00"	15.985	16.005	106.44
4	260°40'15"	12.87	14.295	9.1

- (A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (B) RIGHT OF FOOTWAY VARIABLE WIDTH (DP270320)
- (C) RIGHT TO USE AS A PARK (DP270320)
- (D) RIGHT TO DRAIN WATER VARIABLE WIDTH (DP270320)
- (E) EASEMENT FOR SERVICES OVER EXISTING LINE OF PIPES AND PITS (APPROXIMATE POSITION (DP049874))
- (F) RIGHT OF FOOTWAY VARIABLE WIDTH (DP270320)
- (G) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (H) EASEMENT FOR DRAIN WATER VARIABLE WIDTH (DP270320)
- (I) EASEMENT FOR SERVICES VARIABLE WIDTH (DP270320)
- (J) EASEMENT FOR ELECTRICAL PURPOSES
- (K) 2 WIDE, 4 CARRIAGEWAY VARIABLE WIDTH (DP055431)
- (L) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP055431)
- (M) EASEMENT FOR ACCESS
- (N) POSITIVE COVENANT WIDE DP270320
- (O) EASEMENT FOR SUPPORT OF A BRIDGE STRUCTURE 1.5WIDE (AA) (DOC 2)
- (P) NOT AFFECTED BY EXCEPTIOF INCURALS (S141 P.W. ACT 1912)
- (Q) BENEFITED BY DP288177
- (R) RIGHT OF FOOTWAY VARIABLE WIDTH (DP270320)
- (S) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (T) EASEMENT FOR SERVICES VARIABLE WIDTH (C)
- (U) RIGHT OF CARRIAGEWAY 22 WIDE AND VARIABLE (D)
- (V) RIGHT OF FOOTWAY VARIABLE WIDTH (F)
- (W) RIGHT OF FOOTWAY VARIABLE WIDTH (F)
- (X) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (G)
- (Y) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (G)
- (Z) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (G)

- (AA) BENEFITED BY DP288177
- (AB) RIGHT OF FOOTWAY VARIABLE WIDTH (DP270320)
- (AC) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AD) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AE) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AF) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AG) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AH) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AI) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AJ) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AK) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AL) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AM) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AN) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AO) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AP) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AQ) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AR) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AS) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AT) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AU) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AV) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AW) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AX) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AY) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)
- (AZ) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP270320)



SCHEDULE OF SHORT LINES

No.	BEARING	DIST.
1	126°00'00"	1.00
2	126°00'00"	1.00
3	126°00'00"	1.00
4	126°00'00"	1.00
5	126°00'00"	1.00
6	126°00'00"	1.00
7	126°00'00"	1.00
8	126°00'00"	1.00
9	126°00'00"	1.00
10	126°00'00"	1.00
11	126°00'00"	1.00

SURVEYING ACT 2002

MARK	1:5.6. CO-ORDINATES	ZONE	ACC
SSM26830	306500.981	125°56' 56.1	3
SSM26831	306475.691	125°56' 56.1	3
SSM26832	306450.401	125°56' 56.1	3
SSM26833	306425.111	125°56' 56.1	3
SSM26834	306400.821	125°56' 56.1	3
SSM26835	306375.531	125°56' 56.1	3
SSM26836	306350.241	125°56' 56.1	3
SSM26837	306324.951	125°56' 56.1	3
SSM26838	306300.661	125°56' 56.1	3
SSM26839	306275.371	125°56' 56.1	3
SSM26840	306250.081	125°56' 56.1	3

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DIST.	DESCRIPTION	No.	BEARING	DIST.	DESCRIPTION
1	126°00'00"	1.00	SSM 26830	1	126°00'00"	1.00	SSM 26830
2	126°00'00"	1.00	SSM 26831	2	126°00'00"	1.00	SSM 26831
3	126°00'00"	1.00	SSM 26832	3	126°00'00"	1.00	SSM 26832
4	126°00'00"	1.00	SSM 26833	4	126°00'00"	1.00	SSM 26833
5	126°00'00"	1.00	SSM 26834	5	126°00'00"	1.00	SSM 26834
6	126°00'00"	1.00	SSM 26835	6	126°00'00"	1.00	SSM 26835
7	126°00'00"	1.00	SSM 26836	7	126°00'00"	1.00	SSM 26836
8	126°00'00"	1.00	SSM 26837	8	126°00'00"	1.00	SSM 26837
9	126°00'00"	1.00	SSM 26838	9	126°00'00"	1.00	SSM 26838
10	126°00'00"	1.00	SSM 26839	10	126°00'00"	1.00	SSM 26839
11	126°00'00"	1.00	SSM 26840	11	126°00'00"	1.00	SSM 26840

THE PLACEMENT OF REFERENCE AND PERMANENT MARKS SHOWN AS R198 TO R199 IN LOT 1 HAS BEEN DEFERRED IN ACCORDANCE WITH CLAUSE 6(6) OF THE SURVEYS (PRACTICE) REGULATIONS 1996, WHEN PLACED, THE NATURE AND POSITION OF THE REFERENCE AND PERMANENT MARKS WILL BE SHOWN IN A SEPARATE SHEET REFERRED TO IN THIS PLAN.

(M) BENEFITED BY EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE ASSOCIATED EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE

(N) BENEFITED BY EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE ASSOCIATED EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE

(O) BENEFITED BY EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE ASSOCIATED EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE

(P) BENEFITED BY EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE ASSOCIATED EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE

(Q) BENEFITED BY EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE ASSOCIATED EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE

(R) BENEFITED BY EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE ASSOCIATED EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE

(S) BENEFITED BY EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE ASSOCIATED EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE

(T) BENEFITED BY EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE ASSOCIATED EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE

(U) BENEFITED BY EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE ASSOCIATED EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE

(V) BENEFITED BY EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE ASSOCIATED EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE

(W) BENEFITED BY EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE ASSOCIATED EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE

(X) BENEFITED BY EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE ASSOCIATED EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE

(Y) BENEFITED BY EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE ASSOCIATED EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE

(Z) BENEFITED BY EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE ASSOCIATED EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE

FOR DETAILS OF DEFERRED MARKING, REFER TO R198 TO R199 SEE ADDITIONAL SHEET *6

THIS SHEET CONTAINS UPDATED DETAILS OF LOT 1 AND REPLACES SHEET 38 OF THE PLAN REGISTERED 28/10/2004

Reduction Ratio: 1:1500

DP270320 REPLACEMENT SHEET 38

Registered: GIP 02 2 2004

11 OCT 2004

Office Use Only

HISTORICAL FILE
 SEE REPLACEMENT SHEET 4A

UNIT ENTITLEMENT SCHEDULE

LOT No.	UNIT ENTITLEMENT ASSOCIATION PROPERTY	SUBDIVISION
2	1132	
3	798	SP71245
4	772	
5	282	
6	218	
7	437	
8	116	
9	3072	
10	236	
AGGREGATE		10000

DP270320

Registered: 11.11.2002

This is issued in full of any plan in a volume number 30-3-2000

D. Faizal

Survey registered under the Surveyors Act 1918
 This is issued in full of any plan in a volume number 30-3-2000
 at 11.11.2002

[Signature]

General Manager

For any other information contact the Registrar-General at 1111 Macquarie Street, Sydney, NSW 2000

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME. SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 4A, 4B OF 4C ETC AS THE CIRCUMSTANCES REQUIRE.

BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT, I HEREBY CERTIFY THAT THE UNIT ENTITLEMENTS SHOWN ON THIS SHEET ARE BASED UPON VALUATIONS MADE BY ME ON
 DATE: 30/10/2002

[Signature]

Reduction Ratio: 1:

PLAN DRAWING ONLY TO APPEAR IN THIS SPACE

SYDNEY'S REFERENC 4330/CP/WP(C)

HISTORICAL FILE
SEE REPLACEMENT SHEET 4C

OFFICE USE ONLY
DP270320 REPLACEMENT SHEET 4B

Registered: 29-10-2004

This is sheet 2 of the plan in 2 sheets dated 19-7-2004.

D. Forster

Surveyor registered under the Surveying Act 2002

This is sheet 2 of the plan of 2 sheets covered by the conditions of the SCA 14-4-04 dated 11 OCT 2004

M. J. Blake

Surveyor-Engineer

For use when sheet is presented to a Valuer for Plan Sheet 2

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 4A OF THE PLAN REGISTERED ON 1-11-2002.

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 90 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 4B, 4C OR 4D ETC AS THE CIRCUMSTANCES REQUIRE.

INITIAL SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	SUBDIVISION
1	ASSOCIATION PROPERTY	
2	NOW LOTS 11-15	SEE ADDITIONAL SHEETS 5 TO 11
3	798	S. P. 71545
4	772	S. P. 71546
5	287	S. P. 71548
6	270	S. P. 71547
7	937	S. P. 68885
8	116	
9	3972	
10	NOW LOTS 16-20	SEE ADDITIONAL SHEET 15
11	95	S. P. 71907
12	606	S. P. 71908
13	17	S. P. 71909
14	249	S. P. 71910
15	1	
16	473	
17	792	
18	726	GP 71793
19	395	
20	0	PROPOSED CONVERSION
AGGREGATE	10000	

1. *Robert Fischer*
OF *Landstar Pty Ltd*
BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE NEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AS AT 19/12/2004
AT 19/12/2004
BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE ORIGINAL SCHEDULE.

SIGNATURE: *Robert Fischer*
DATE: 20/12/2004

Production Note: 1.

HISTORICAL FILE
SEE REPLACEMENT SHEET 4D

INITIAL SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	SUBDIVISION
1	ASSOCIATION PROPERTY	
2	NOW LOTS 6 TO 15	SEE ADDITIONAL SHEETS 5 TO 8
3	798	S P 78948
4	772	S P 79446
5	287	S P 79484
6	270	S P 79487
7	437	S P 88895
8	405	
9	3072	
10	NOW LOTS 16 TO 20	SEE ADDITIONAL SHEET 9
11	92	S P 79907
12	546	S P 79808
13	19	S P 79809
14	249	S P 79910
15		
16	439	
17	792	
18	726	
19	345	
20	CONVERTED TO ASSOCIATION PROPERTY SEE PLAN NO. H92650	
AGGREGATE	10000	

Registered: 02/12/2004
This is sheet 3 of the plan of 4 sheets
dated 30-7-2004

DFairlie

This is sheet 3 of the plan of 4 sheets
dated 30-7-2004
of 11 OCT 2004

Robert A. G. G. G.

For any other space a replacement is not provided on this sheet 3

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 4A OF THE PLAN REGISTERED ON 30/07/2004.

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 90 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 4A, 4B OR 4C ETC AS THE CIRCUMSTANCES REQUIRE.

NOTES TO THE PLAN: This plan is subject to the provisions of the Community Development Act 1989 and the provisions of the Community Development Act 1989. The common seal of Community Association DP 79808 was laid official on 18/07/2004.

The common seal of Community Association DP 79808 was laid official on 18/07/2004.

RECEIVED book in the presence of *RECEIVED* authorised by section 8 of the Community Land Development Act 1989 to attest the original schedule.



1. *RECEIVED*
OF Landholders
BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE NEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS.

AT: *18/07/2004*
BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE ORIGINAL SCHEDULE.

SIGNATURE: *[Signature]*
DATE: *18/07/2004*

HISTORICAL FILE
SEE REPLACEMENT SHEET 4E

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	ASSOCIATION PROPERTY NOW LOTS 11 TO 15	SEE ADDITIONAL SHEETS 9 TO 11
2	298	S.P. 71545
3	772	S.P. 71546
4	282	S.P. 70486
5	270	S.P. 70487
6	437	S.P. 68885
7		SEE ADDITIONAL SHEETS 17-20
8		SEE ADDITIONAL SHEETS 17-20
9	2872	
10	NOW LOTS 16 TO 20	SEE ADDITIONAL SHEET 15
11	65	S.P. 71907
12	666	S.P. 71908
13	131	S.P. 71909
14	249	S.P. 71910
15	1	
16	433	S.P. 75645
17	292	S.P. 77489
18	726	
19	365	S.P. 73708
20	CONVERTED TO ASSOCIATION PROPERTY	SEE A840050
21	48	
22	88	
TOTAL	10000	

OFFICE USE ONLY
 D/P 270320 REPLACEMENT SHEET 4D
 Registered: 22-6-2006
 This is sheet 5 of my plan in 5 sheets dated 7-2-2006

SEE SIGNATURES FORM 1
 number registered under Surveys Act 2002
 This is sheet 5 of the plan in 5 sheets dated 7-2-2006 in STA 5-5-2006
 drawn by my surveyor in STA 5-5-2006 at 2-06-2006

SEE SIGNATURES FORM 1
 For use where space is insufficient in any panel on plan Form 2
 This SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME.
 SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 4E, 4F OR 4G ETC AS THE CIRCUMSTANCES REQUIRE.
 THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 4C OF THE PLAN REGISTERED ON 2-12-2004

1. STEPHEN JOHN BARROW
 BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975, CERTIFIES THAT THE UNIT ENTITLEMENTS FOR THE NEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS
 AT 30-10-2002
 BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE ORIGINAL SCHEDULE.
 SIGNATURE: SEE SIGNATURES FORM 1
 DATE: 2-05-2006
 Reaction Ratio 1:
 SURVEYORS REFERENCE 25323/280030P

Plan Drawing only to appear in this space

DP270320 REPLACEMENT SHEET No

Registered: 6-7-2006

The 3 part 2 of my plan is 3 sheets dated 19-7-2004

Storage registered under the Survey Act 2002

This is part 2 of the 2nd of 3 sheets created by my subdivision No. SC 9/2006 of

For use where there is no replacement in any part of the plan

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 4F, 4G OR 4H ETC AS THE CIRCUMSTANCES REQUIRE.

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 4D OF THE PLAN REGISTERED ON 22-6-2006

COMMUNITY ASSOCIATION DP No. 270320 CERTIFIES THAT IT HAS, BY THE PROVISIONS OF THE COMMUNITY MANAGEMENT ACT 1989, AGREED TO GIVE PROPOSED UNIT ENTITLEMENT AND TO THE PROPOSED AGGREGATE UNIT ENTITLEMENT SHOWN IN THE SCHEDULE ID WHICH THIS CERTIFICATE IS ENGROSSED.

THE COMMON SEAL OF COMMUNITY ASSOCIATION DP No. 270320 WAS HERETO AFFIXED ON 23/07/2006

IN THE PRESENCE OF *Richard J. ...*

THE COMMON SEAL OF COMMUNITY ASSOCIATION DP No. 270320 WAS HERETO AFFIXED ON 23/07/2006

THE COMMON SEAL OF COMMUNITY ASSOCIATION DP No. 270320 WAS HERETO AFFIXED ON 23/07/2006

VALUERS CERTIFICATE

1. *Stephen John ...*

BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975, I CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE NEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 19/07/2006 BEING THE DATE OF THE VALUERS CERTIFICATE LODGED WITH THE ORIGINAL SCHEDULE.

SIGNATURE: *Stephen John ...*

DATE: 12/07/2006

INITIAL SCHEDULE OF UNIT ENTITLEMENT

HISTORICAL FILE
SEE ADMINISTRATION SHEET 3 (DOC B)

LOT No.	UNIT ENTITLEMENT	SUBDIVISION
1	ASSOCIATION PROPERTY	
2	NOW LOTS 1-15	SEE ADDITIONAL SHEETS 5 TO 11
3	798	S P 71545
4	772	S P 71546
5	287	S P 70985
6	210	S P 70987
7	437	S P 58885
8	NOW LOTS 21 & 22	SEE ADDITIONAL SHEETS 17 TO 20
9	NOW LOTS 23 & 24	SEE ADDITIONAL SHEET 21
10	NOW LOTS 4-20	SEE ADDITIONAL SHEET 15
11	85	S P 71807
12	666	S P 71808
13	131	S P 71809
14	249	S P 71800
15	1	
16	693	S P 75645
17	792	S P 74197
18	726	S P 77817
19	365	S P 73798
20	*	SEE ADDITIONAL SHEET 12
21	42, 68	
22	44, 68	
23	220	
24	1661	
AGGREGATE	10000	

* CONVERTED TO ASSOCIATION PROPERTY

PLAN FORM 3 to be used in conjunction with Plan Form 2

Plan Drawing only to appear in this space

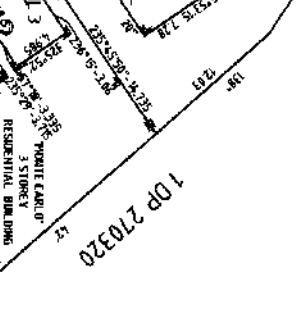
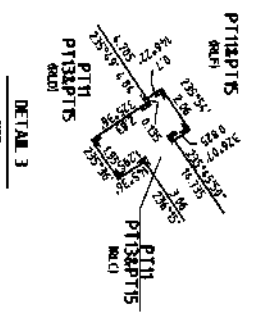
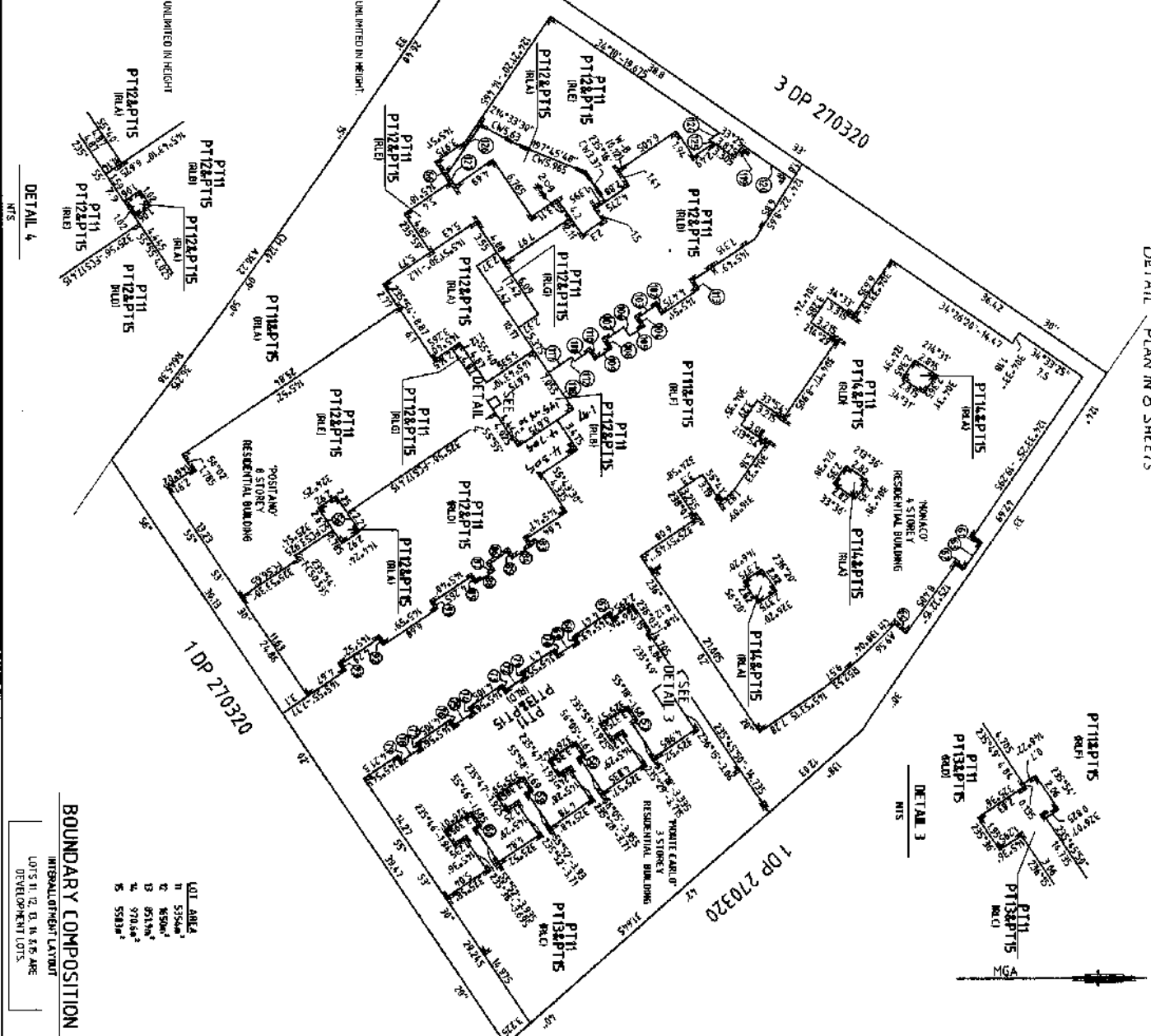
DETAIL PLAN IN 3 SHEETS

TABLE OF SHORT LINES & CURVES			
NO.	BEARING	DELT	TYPE
56	55° 40'	4.68	FW
57	147° 18'	0.72	FW
58	146° 05'	0.72	FW
59	145° 29'	0.695	FW
60	145° 36'	0.8	FW
61	145° 33'	1.09	FW
62	210° 28'	0.95	FW
63	172° 41'	3.32	FW
64	227° 41'	2.53	FW
65	238° 05'	0.65	FW
66	185° 48'	0.645	FW
67	235° 38'	0.65	FW
68	145° 55'	2.08	FW
69	238° 55'	0.645	FW
70	55° 43'	0.64	FW
71	56° 28'	0.638	FW
72	145° 31'	0.65	FW
73	55° 53'	0.63	FW
74	145° 53'	2.32	FW
75	146° 49'	0.83	FW
76	146° 49'	2.1	FW
77	55° 45'	0.82	FW

LEGEND
 ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO
 SECTION 20 UNLESS OTHERWISE STATED

ALL BEARINGS AND DISTANCES ARE FACE OF WALL
 UNLESS OTHERWISE STATED
 (A) CURVE OF WALL
 (B) FACE OF WALL
 (C) FACE OF CONCRETE SLAB
 SEE SHEETS 3 - 7 FOR BOUNDARY AND EASEMENT DIAGRAMS
 SEE SHEET 8 FOR EASEMENT DESCRIPTION.

SECTIONAL DEFINITIONS (ALL LEVELS ARE ON A.D.M.):
 (R1A1) IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 39.
 (R1A2) IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 30.
 (R1A3) IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 20.5.
 (R1A4) IS UNLIMITED IN DEPTH TO RL 20.5 & RL 30 AS PER THE PLANS AND SECTION AND UNLIMITED IN HEIGHT.
 (R1A5) IS UNLIMITED IN DEPTH TO RL 20.5 & RL 30 AS PER THE PLANS AND SECTION AND UNLIMITED IN HEIGHT.
 (R1A6) IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO RL 4.37.
 (R1A7) IS UNLIMITED IN DEPTH TO RL 4.37 AND IS LIMITED IN HEIGHT TO RL 7.27.
 (R1A8) IS UNLIMITED IN DEPTH TO RL 7.27 AND IS LIMITED IN HEIGHT TO RL 30.
 (R1A9) IS UNLIMITED IN DEPTH TO RL 7.27 AND IS LIMITED IN HEIGHT TO RL 20.5.
 (R1A10) IS UNLIMITED IN DEPTH TO RL 20.5 & RL 30 AS PER THE PLANS AND SECTION AND UNLIMITED IN HEIGHT.
 (R1A11) IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 5.97.
 (R1A12) IS LIMITED IN DEPTH TO RL 5.97 AND LIMITED IN HEIGHT TO RL 20.5.
 (R1A13) IS LIMITED IN DEPTH TO RL 5.97 AND UNLIMITED IN HEIGHT.
 (R1A14) IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 20.5.
 (R1A15) IS UNLIMITED IN DEPTH TO RL 20.5 AND UNLIMITED IN HEIGHT.
 (R1A16) IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO RL 4.37.
 (R1A17) IS LIMITED IN DEPTH TO RL 4.37 AND IS LIMITED IN HEIGHT TO RL 20.5.
 (R1A18) IS UNLIMITED IN DEPTH TO RL 4.37 AND IS LIMITED IN HEIGHT TO RL 30.
 (R1A19) IS UNLIMITED IN DEPTH TO RL 30 AND UNLIMITED IN HEIGHT.
 (R1A20) IS UNLIMITED IN DEPTH TO RL 30 AND UNLIMITED IN HEIGHT.
 (R1A21) IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO RL 20.5.
 (R1A22) IS LIMITED IN DEPTH TO RL 20.5 AND UNLIMITED IN HEIGHT.
 (R1A23) IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO RL 4.37.
 (R1A24) IS LIMITED IN DEPTH TO RL 4.37 AND IS LIMITED IN HEIGHT TO RL 30.
 (R1A25) IS UNLIMITED IN DEPTH TO RL 30 AND UNLIMITED IN HEIGHT.
 (R1A26) IS UNLIMITED IN DEPTH TO RL 30 AND UNLIMITED IN HEIGHT.
 (R1A27) IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO RL 20.5.
 (R1A28) IS LIMITED IN DEPTH TO RL 20.5 AND UNLIMITED IN HEIGHT.
 (R1A29) IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO RL 4.37.
 (R1A30) IS LIMITED IN DEPTH TO RL 4.37 AND IS LIMITED IN HEIGHT TO RL 30.
 (R1A31) IS UNLIMITED IN DEPTH TO RL 30 AND UNLIMITED IN HEIGHT.
 (R1A32) IS UNLIMITED IN DEPTH TO RL 30 AND UNLIMITED IN HEIGHT.
 (R1A33) IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO RL 20.5.
 (R1A34) IS LIMITED IN DEPTH TO RL 20.5 AND UNLIMITED IN HEIGHT.
 (R1A35) IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO RL 4.37.
 (R1A36) IS LIMITED IN DEPTH TO RL 4.37 AND IS LIMITED IN HEIGHT TO RL 30.
 (R1A37) IS UNLIMITED IN DEPTH TO RL 30 AND UNLIMITED IN HEIGHT.
 (R1A38) IS UNLIMITED IN DEPTH TO RL 30 AND UNLIMITED IN HEIGHT.
 (R1A39) IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO RL 20.5.
 (R1A40) IS LIMITED IN DEPTH TO RL 20.5 AND UNLIMITED IN HEIGHT.
 (R1A41) IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO RL 4.37.
 (R1A42) IS LIMITED IN DEPTH TO RL 4.37 AND IS LIMITED IN HEIGHT TO RL 30.
 (R1A43) IS UNLIMITED IN DEPTH TO RL 30 AND UNLIMITED IN HEIGHT.
 (R1A44) IS UNLIMITED IN DEPTH TO RL 30 AND UNLIMITED IN HEIGHT.
 (R1A45) IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO RL 20.5.
 (R1A46) IS LIMITED IN DEPTH TO RL 20.5 AND UNLIMITED IN HEIGHT.
 (R1A47) IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO RL 4.37.
 (R1A48) IS LIMITED IN DEPTH TO RL 4.37 AND IS LIMITED IN HEIGHT TO RL 30.
 (R1A49) IS UNLIMITED IN DEPTH TO RL 30 AND UNLIMITED IN HEIGHT.
 (R1A50) IS UNLIMITED IN DEPTH TO RL 30 AND UNLIMITED IN HEIGHT.



BOUNDARY COMPOSITION
 METERS
 LOT 11 11.12 13.14 8.6 ARE
 DEVELOPMENT LOTS
 LOT 12 11.12 13.14 8.6 ARE
 DEVELOPMENT LOTS
 LOT 13 11.12 13.14 8.6 ARE
 DEVELOPMENT LOTS
 LOT 14 11.12 13.14 8.6 ARE
 DEVELOPMENT LOTS
 LOT 15 11.12 13.14 8.6 ARE
 DEVELOPMENT LOTS

ADDITIONAL SHEET 6
 DP270320

Registered: 19-7-2004
 3000 Mawla 2007
 20.5.2007

Approved From 5:
 Approved From 6:
 Approved From 7:
 Approved From 8:
 Approved From 9:
 Approved From 10:
 Approved From 11:
 Approved From 12:
 Approved From 13:
 Approved From 14:
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 Approved From 100:

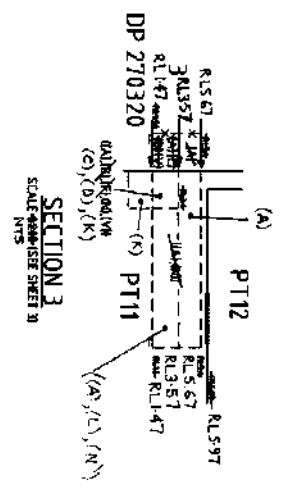
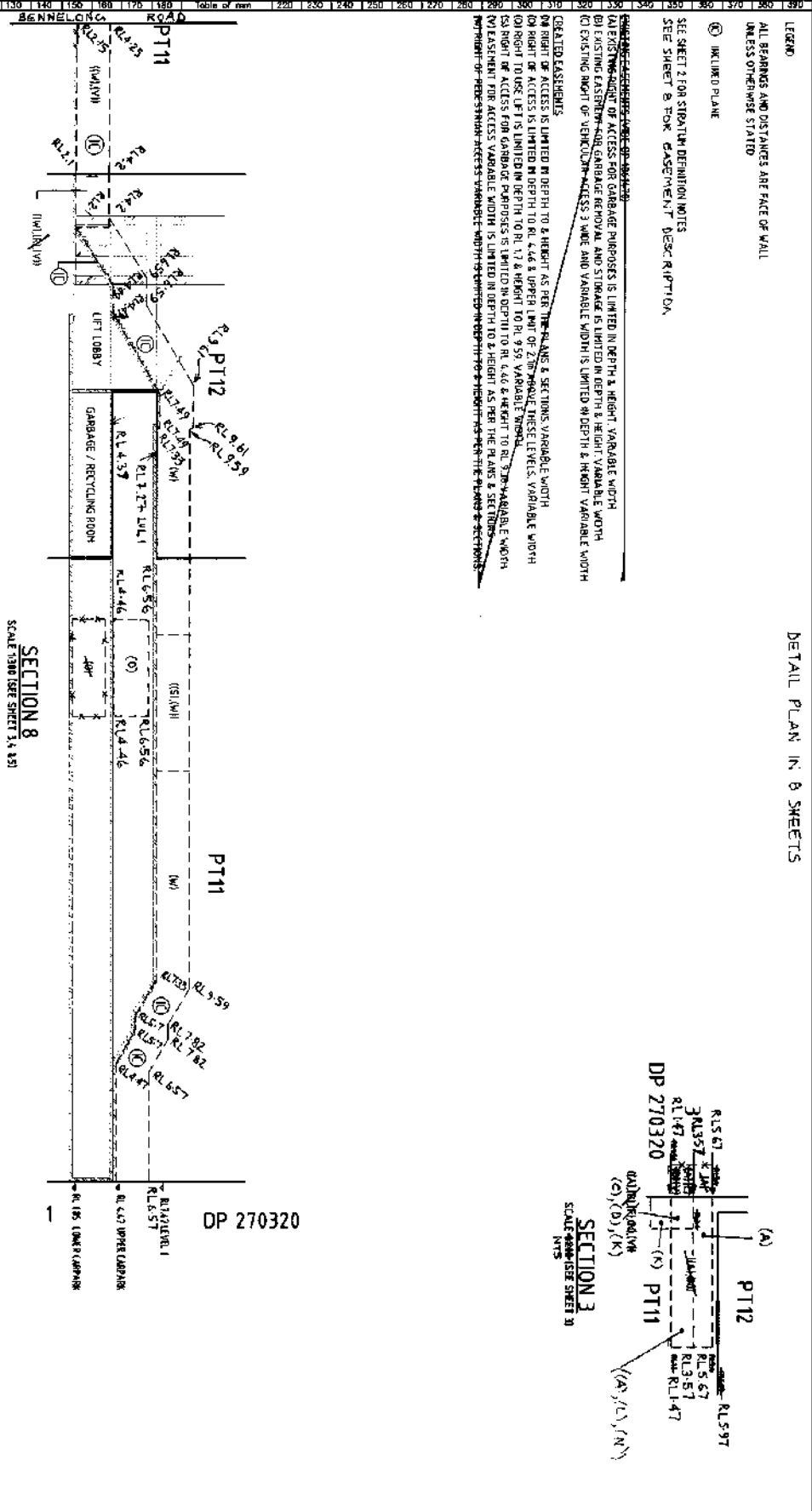
NOTE: EASEMENTS 11-15 AND 24-25 ARE CHURCH DEPTH AND HEIGHT APPLICABLE TO THE WHOLE OF LOTS 11-14.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

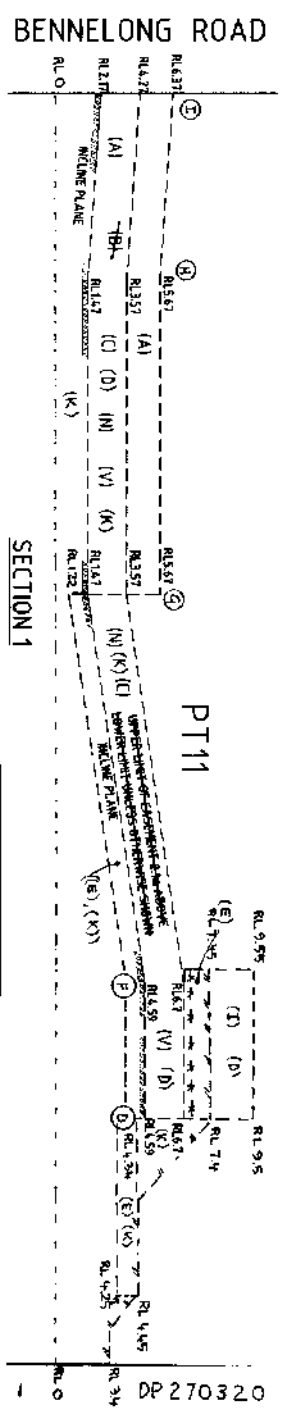
PLAN FORM 3 to be used in conjunction with Plan Form 2
 Plan Drawing only to appear in this space
 DETAIL PLAN IN 8 SHEETS

- LEGEND
- ALL BEARINGS AND DISTANCES ARE FACE OF WALL UNLESS OTHERWISE STATED
 - ⊙ INCLINED PLANE
 - SEE SHEET 2 FOR STATION DEFINITION NOTES
 - SEE SHEET 8 FOR CASEMENT DESCR: R(PT) DA

- CREATED EASEMENTS
- (A) RIGHT OF ACCESS FOR GARABAGE PURPOSES IS LIMITED IN DEPTH & HEIGHT VARIABLE WIDTH
 - (B) EXISTING EASTERN-SIDE GARABAGE REMOVAL AND STORAGE IS LIMITED IN DEPTH & HEIGHT VARIABLE WIDTH
 - (C) EXISTING RIGHT OF VEHICULAR ACCESS 3 MERE AND VARIABLE WIDTH IS LIMITED IN DEPTH & HEIGHT VARIABLE WIDTH
- CREATED EASEMENTS
- (D) RIGHT OF ACCESS IS LIMITED IN DEPTH TO RL 4.46 & HEIGHT AS PER THE PLANS & SECTIONS VARIABLE WIDTH
 - (E) RIGHT OF ACCESS IS LIMITED IN DEPTH TO RL 4.46 & HEIGHT TO RL 9.59 VARIABLE WIDTH
 - (F) RIGHT OF ACCESS FOR GARABAGE PURPOSES IS LIMITED IN DEPTH TO RL 4.46 & HEIGHT TO RL 9.59 VARIABLE WIDTH
 - (G) RIGHT OF ACCESS FOR GARABAGE PURPOSES IS LIMITED IN DEPTH TO RL 4.46 & HEIGHT AS PER THE PLANS & SECTIONS VARIABLE WIDTH
 - (H) RIGHT OF ACCESS FOR GARABAGE PURPOSES IS LIMITED IN DEPTH TO RL 4.46 & HEIGHT AS PER THE PLANS & SECTIONS VARIABLE WIDTH



SECTION 8
 SCALE 1:300 (SEE SHEET 3 & 8)



SECTION 1
 ON COMMON BOUNDARY PT11 & LOT 3 DP 270320
 SCALE 1:300 (SEE SHEET 3 & 8)
 N.T.S.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ADDITIONAL SHEET 10
 DP270320

Registered: # 23-7-2004
 This is sheet 10 of my plan of 9 sheets
 dated 20-5-2009
 David Munn
 Surveyor registered under Surveying Act 2002

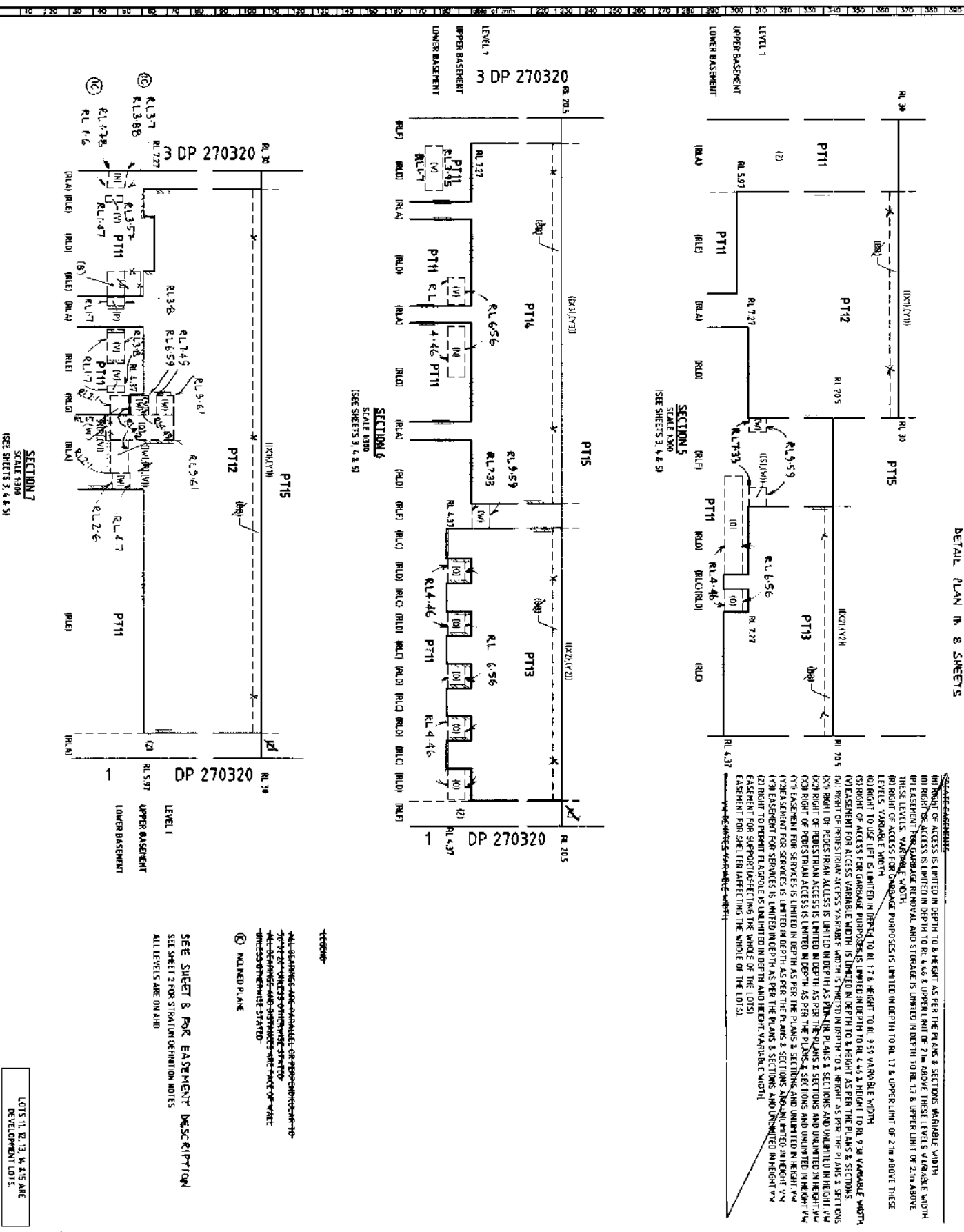
Approved:
 Registered Professional Surveyor/Engineer/Geomatics Engineer
 For and where shown is sufficient in any plan or form Form 2

Approved:
 Registered Professional Surveyor/Engineer/Geomatics Engineer
 This is sheet 10 of my plan of 9 sheets
 dated 20-5-2009
 David Munn
 Surveyor registered under Surveying Act 2002

Recreation Policy 1 200

PLAN FORM 3 To be used in conjunction with Plan Form 2
 Plan Drawing only to appear in this space

DETAIL PLAN IN 8 SHEETS



SECTION 5
 SCALE 1:300
 (SEE SHEETS 3, 4 & 5)

SECTION 7
 SCALE 1:300
 (SEE SHEETS 3, 4 & 5)

SEE SHEET 8 FOR EASEMENT DESCRIPTION
 SEE SHEET 2 FOR STRAIGHT DEFINITION NOTES
 ALL LEVELS ARE ON AHD

LOTS 11, 12, 13, 14 & 15 ARE
 DEVELOPMENT LOTS.

ADDITIONAL SHEET 11
 DP270320

Registered: 11/23/2004

3000 MARCH 2004

20-5-2009

20-5-2009

20-5-2009

20-5-2009

20-5-2009

20-5-2009

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20-5-2009

20-5-2009

The common seal of the OWNERS CORPORATION SWANSEA TRAM 2015 was
affixed hereto in the presence of a person authorized by
Section 228 of the Strata Schemes Management Act 2015
to attest the filing of this form.
Signature of witness TRUDIE BEIGHT
Name of witness TRUDIE BEIGHT
Date 06/09/19



The common seal of the OWNERS CORPORATION SWANSEA TRAM 2015 was
affixed hereto in the presence of a person authorized by
Section 228 of the Strata Schemes Management Act 2015
to attest the filing of this form.
Signature of witness TRUDIE BEIGHT
Name of witness TRUDIE BEIGHT
Date 06/09/19



FOR SIGNATURES AND SEALS ONLY

COMMITTY BOARD ADJUSTMENT PLAN
DP270320
SHEET 2

Registered: 29-10-2004

This is sheet 2 of my plan in 3 sheets
dated 4-11-03

Survey registered under survey act 1929

J. Moyce
Survey registered under survey act 1929

This is sheet 2 of the plan of 3
sheets covered by my certificate No. 21

General Manager/Authorized Person

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

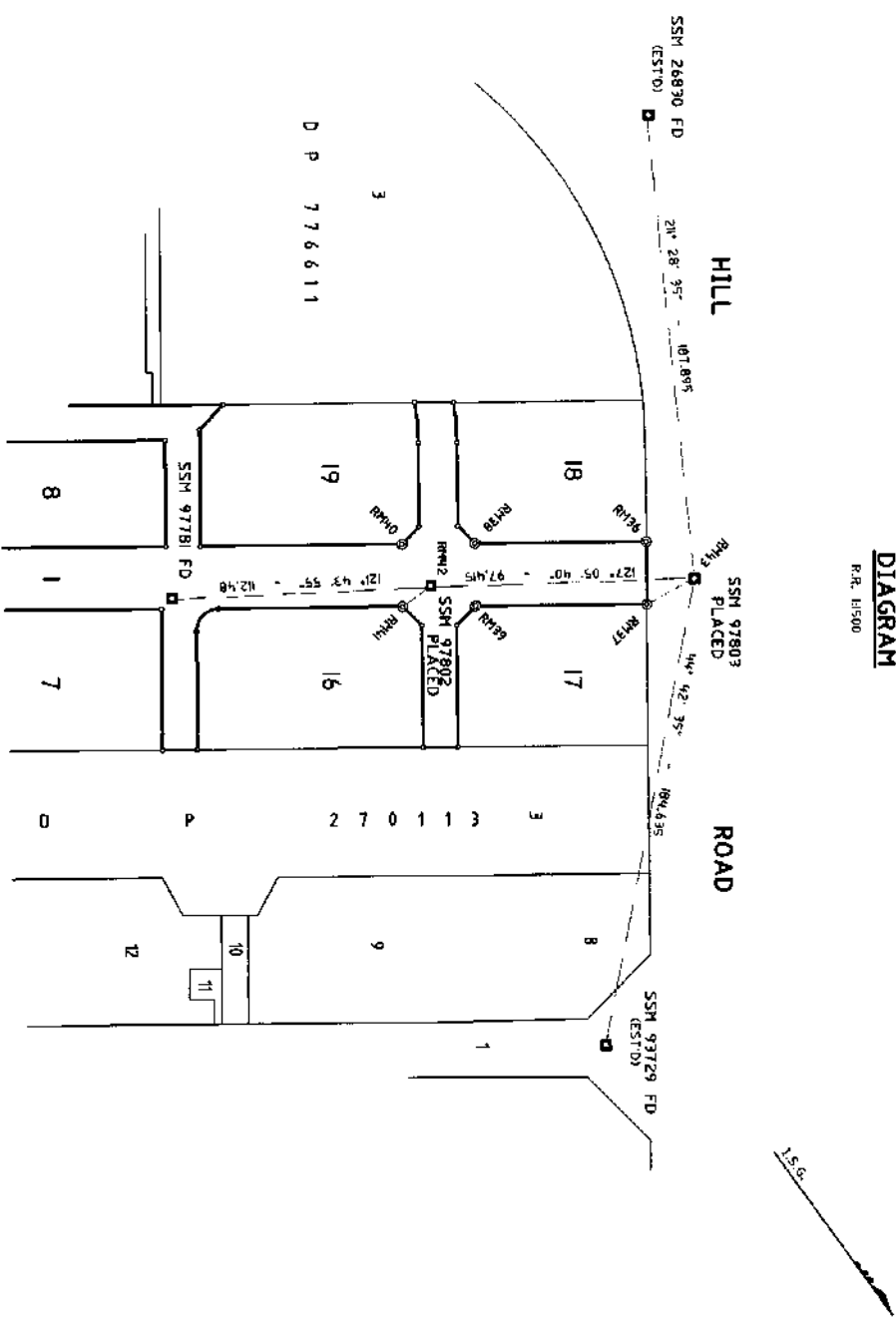
THIS IS SHEET 2 OF DP 270320 AND IS FOR SIGNATURES AND SEALS ONLY AND IS AN ADDITIONAL SHEET

Reduction Ratio: 1:1

SURVEYORS REFERENCE: 23323/273720P

DEFERRED WARNING NOTICE TO RMAAS ONLY
FOR ADDITIONAL SURVEY INFORMATION
SEE REPLACEMENT SHEET 98

DIAGRAM
P.R. 11500



SCHEDULE OF REFERENCE MARKS

No.	BEARING	DIST.	DESCRIPTION
36	177°42'30"	5.78	D.H.W. FD. (DP270320) NOW GONE
35	64°39'00"	5.95	D.H.W. FD. (DP270320) NOW GONE
34	58°59'20"	6.55	D.H.W. FD. (DP270320) NOW GONE
33	208°01'20"	16.25	D.H.W. FD. (DP270320) NOW GONE
32	215°47'20"	4.95	D.H.W. FD. (DP270320) NOW GONE
31	215°33'50"	6.23	D.H.W. FD. (DP270320) NOW GONE
30	55°38'00"	5.545	D.H.W. FD. (DP270320) NOW GONE
29	92°02'00"	18.805	D.H.W. FD. (DP270320) NOW GONE
13	103°17'00"	18.575	SSM 97802

DP 270320 ADDITIONAL SHEET 18
Registered: CFC/CA 2/2004
This is sheet 18 of my plan in 4 sheets dated 20-7-2004

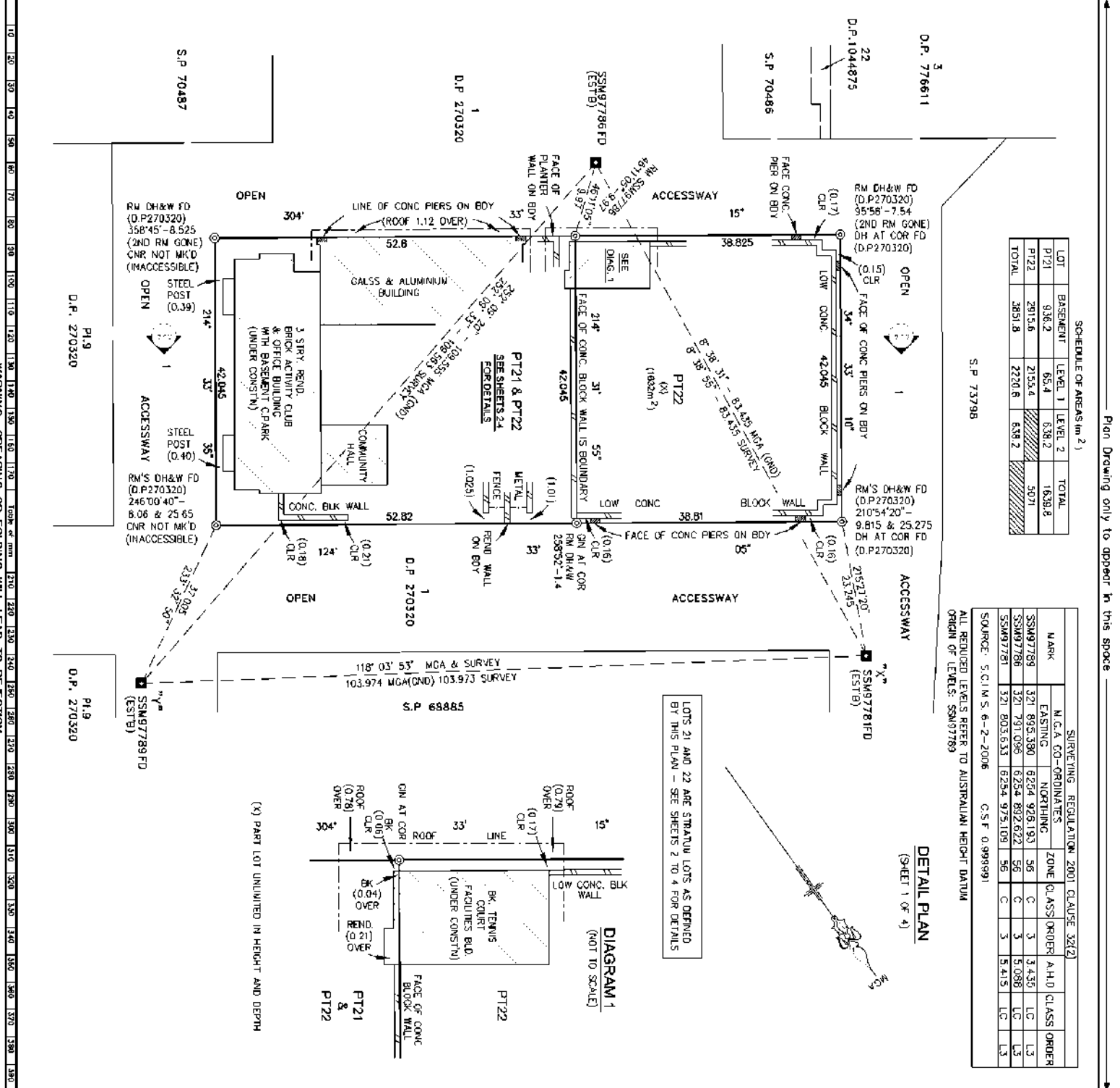
Surveyor registered under the Surveyors Act 2002
This is sheet 18 of my plan in 4 sheets dated 20-7-2004
Drawn and checked by my certificate No. of

Survey Manager
Executed in accordance with the direction of my office. My services are limited by its direction and accuracy. My own care is directed by the Surveyor.
Surveyor: Bob Boyd
Surveying: Bob Boyd

Production Ratio 1: 1500
SUPERVISOR'S REFERENCE
1:330/C.P./M.P./E
DN 18/04/03

FOR SIGNATURES,
SEALS AND
CERTIFICATES
SEE SIGNATURES FORM

Department of Land Approval
 (Authorised Officer) approving this plan certifies that the proposed development complies with the provisions of the Environmental Planning and Assessment Act 1979 and the Environmental Planning and Assessment Regulation 2008 in relation to the development.
 (Insert subdivision or lot number)
 Subdivision Certificate
 No. ...
 Date of issue ...
 The plan is to be lodged electronically in the Land and Environment Information System (LEIS) and a copy of the plan will be available for inspection at the Registrar-General's Office.
 The plan is to be lodged electronically in the Land and Environment Information System (LEIS) and a copy of the plan will be available for inspection at the Registrar-General's Office.
 The plan is to be lodged electronically in the Land and Environment Information System (LEIS) and a copy of the plan will be available for inspection at the Registrar-General's Office.



SCHEDULE OF AREAS (m²)

LOT	BASEMENT	LEVEL 1	LEVEL 2	TOTAL
PT21	936.2	65.4	638.2	1639.8
PT22	2915.6	2155.4	3071	8142.0
TOTAL	3851.8	2220.8	638.2	6710.8

SUBDIVISION REGULATIONS 2001 CLAUSE 32(2)

MARK	N.C.A. CO-ORDINATES	ZONE	CLASS	ORDER	A.H.D.	CLASS ORDER
SSM97789	321 895 330	6204	925.193	36	C	3, 4, 35
SSM97786	321 791 086	6254	892.622	56	C	3, 5, 098
SSM97781	321 803 633	6254	975.109	56	C	3, 5, 415

SOURCE: S.C.I.M.S. 6-2-2008 G.S.F. 0.9998991

ALL REDUCED LEVELS REFER TO AUSTRALIAN HEIGHT DATUM
 ORIGIN OF LEVELS: SSM97789

OFFICE USE ONLY

D.P. 270320
 ADDITIONAL SHEET 17

Registered: 22-6-2008
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: L0062-63
 User Plan: DP270320

PLAN OF SUBDIVISION OF LOT 8 IN D.P.270320

Lengths are in metres, Reduction Ratio 1: 400

Localities: HOMEBUSH BAY
 Parish: ST. JOHN
 County: CUMBERLAND

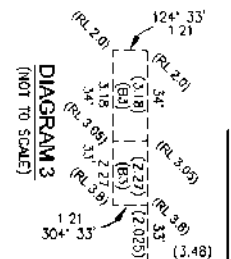
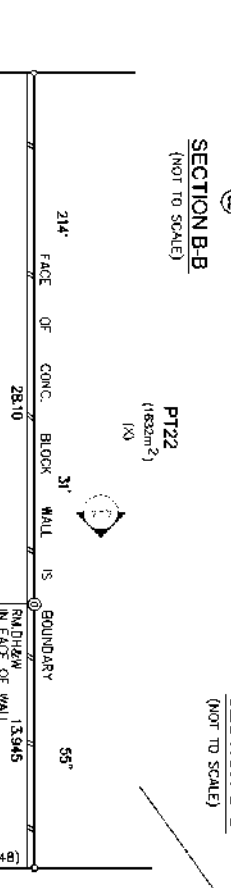
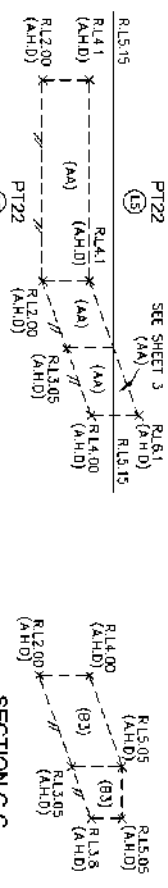
This is sheet 1 of my plan n. 5 sheets
 (Delete if applicable)

Survey Certificate Survey Register 208
 1. JCKER DZKOSKI (027255)
 2. JCKER DZKOSKI (027255)
 3. JCKER DZKOSKI (027255)
 4. JCKER DZKOSKI (027255)
 5. JCKER DZKOSKI (027255)
 6. JCKER DZKOSKI (027255)
 7. JCKER DZKOSKI (027255)
 8. JCKER DZKOSKI (027255)
 9. JCKER DZKOSKI (027255)
 10. JCKER DZKOSKI (027255)

Plans used in preparation of survey/commutation: D.P.270320

Panel for use ONLY for statements of intention to dedicate public roads to create public reserves, open spaces, easements, restrictions on the use of land or for other purposes, in accordance with the provisions of the Environmental Planning and Assessment Act 1979, AS AMENDED. IT IS INTENDED TO CREATE:
 1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS)
 2. EASEMENT FOR SERVICES (WHOLE OF LOTS)
 3. EASEMENT TO USE LIFT LIMITED IN HEIGHT AND DEPTH (A)
 4. RIGHT OF CARBONARYWAY LIMITED IN HEIGHT AND DEPTH (AA)
 5. RIGHT OF FOOTWAY 1.2, 1.5 AND VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH (C)
 6. EASEMENT TO USE FIRE STAIRS 1,21 WIDE LIMITED IN HEIGHT AND DEPTH (B1)
 CONTINUED TO SHEET 2

THIS IS SHEET 17 OF D.P.270320 AND IT REPLACES SHEET 2 AS REGARDS LOTS 8 AND 15. AN ADDITIONAL SHEET



DETAIL PLAN
(SHEET 2 OF 4)

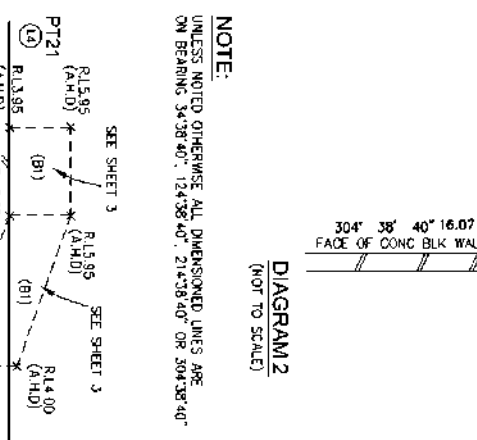
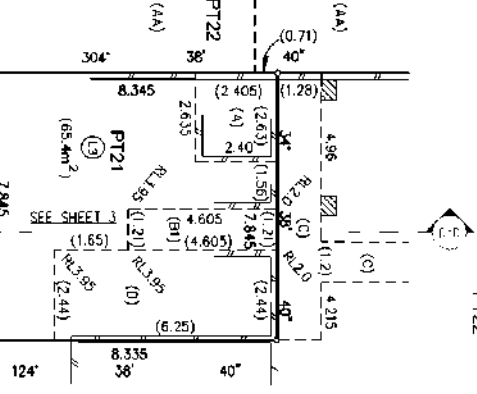
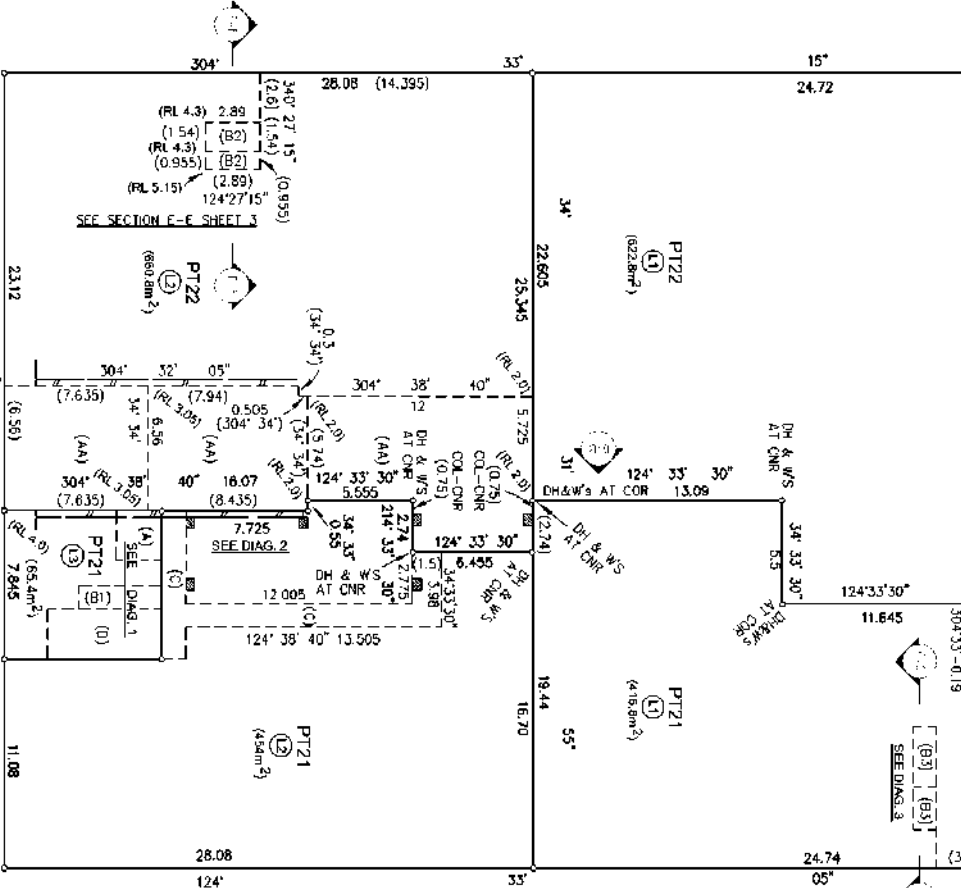
BASEMENT

LOT 21 IS A STRATUM LOT LIMITED IN HEIGHT AND DEPTH BY LEVELS ON AUSTRALIAN HEIGHT DATUM (AHD) AS DENOTED HEREUNDER:

- (1) LIMITED IN HEIGHT TO RL 5.05 AND UNLIMITED IN DEPTH.
- (2) LIMITED IN HEIGHT TO RL 5.15 AND UNLIMITED IN DEPTH.
- (3) LIMITED IN HEIGHT TO RL 3.95 AND UNLIMITED IN DEPTH.

LOT 22 IS A STRATUM LOT LIMITED IN HEIGHT AND DEPTH BY LEVELS ON AUSTRALIAN HEIGHT DATUM (AHD) AS DENOTED HEREUNDER:

- (1) LIMITED IN HEIGHT TO RL 5.15 AND UNLIMITED IN DEPTH.
- (2) LIMITED IN HEIGHT TO RL 5.15 AND UNLIMITED IN DEPTH.



- (A) EASEMENT TO USE LIFT LIMITED IN HEIGHT TO RL 7.35 (AHD) AND DEPTH TO RL 2.00(AHD)
- (AA) RIGHT OF CARRIAGEWAY LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL AND INCLINED PLANES BY R.L.S SHOWN THUS (RL) IN SECTION B-B (SEE ALSO SHEET 3)
- (BB) EASEMENT TO USE FIRE STAIRS 1.21 WIDE LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL AND INCLINED PLANES BY R.L.S SHOWN THUS (RL) IN SECTION D-D
- (CC) EASEMENT TO USE FIRE STAIRS 1.21 WIDE LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL AND INCLINED PLANES BY R.L.S SHOWN THUS (RL) IN SECTION C-C
- (C) RIGHT OF FOOTWAY 1.2, 1.5 AND VARIABLE WIDTH LIMITED IN HEIGHT TO RL 5.15 AND UNLIMITED IN DEPTH TO RL 2.0 (AHD)
- (D) EASEMENT FOR STORAGE 2.44 WIDE LIMITED IN HEIGHT TO RL 3.8 AND IN DEPTH TO RL 2.00 (AHD)
- (E) EASEMENT TO USE FIRE STAIRS 2.89 WIDE LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL AND INCLINED PLANES BY R.L.S SHOWN THUS (RL) IN SECTION E-E ON SHEET 3

--- DENOTES EASEMENT CENTRELINE OF WALL
 - - - DENOTES FACE OF COLUMN
 - - - DENOTES FACE OF WALL IS BOUNDARY
 (X) PART LOT UNLIMITED IN HEIGHT AND DEPTH

NOTE:
 UNLESS NOTED OTHERWISE ALL DIMENSIONED LINES ARE ON BEARING 34°38'40", 124°38'40", 214°38'40" OR 304°38'40"

D.P 270320 ADDITIONAL SHEET 18

Registered 22-6-2006

This is sheet 2 of my plan in 5 sheets dated 7-02-2006

SEE SIGNATURES FORM

Surveyor registered under Surveyors Act 2002

This is sheet 2 of my plan in 5 sheets dated 7-02-2006

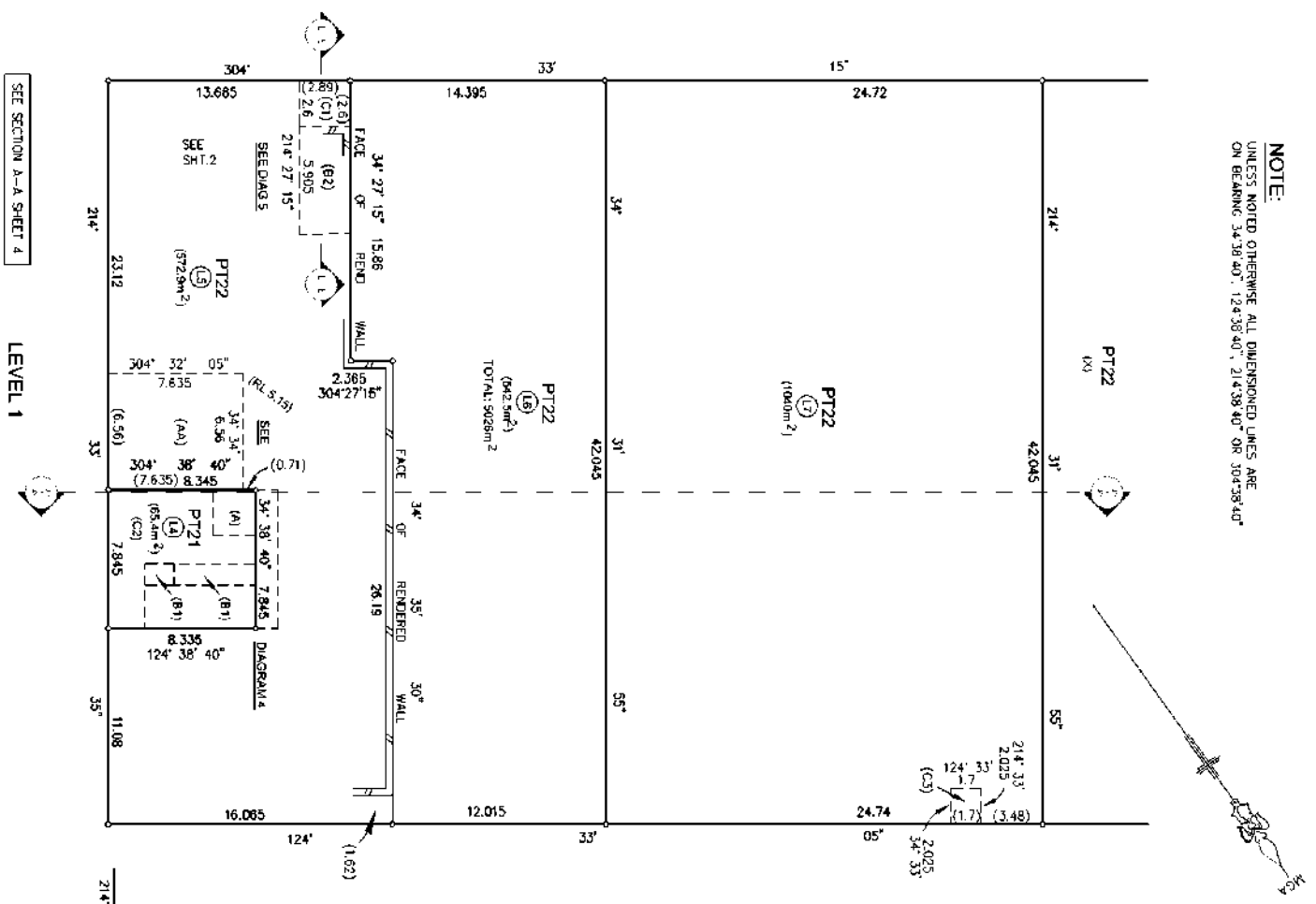
SEE SIGNATURES FORM

Surveyor registered under Surveyors Act 2002

For use where space is insufficient in my plan on this form 2

- CONTINUED FROM SHEET 1
7. EASEMENT TO USE FIRE STAIRS 2.89 WIDE LIMITED IN HEIGHT AND DEPTH (B3)
 8. EASEMENT TO USE FIRE STAIRS 1.21 WIDE LIMITED IN HEIGHT AND DEPTH (B3)
 9. RIGHT OF FOOTWAY 2.89 WIDE (C1)
 10. RIGHT OF FOOTWAY VARIABLE WIDTH (C2)
 11. RIGHT OF FOOTWAY 1.7 WIDE (C3)
 12. RIGHT OF FOOTWAY 1.27 WIDE (C4)
 13. EASEMENT FOR STORAGE 2.44 WIDE LIMITED IN HEIGHT AND DEPTH (D)
 14. EASEMENT OVER ASPHALT TO PERMIT CRANES (AFFECTING THE WHOLE OF THE LOTS)
 15. RESTRICTION ON USE

NOTE:
 UNLESS NOTED OTHERWISE ALL DIMENSIONED LINES ARE ON BEARING 34°38'40", 124°38'40", 214°38'40" OR 104°38'40"

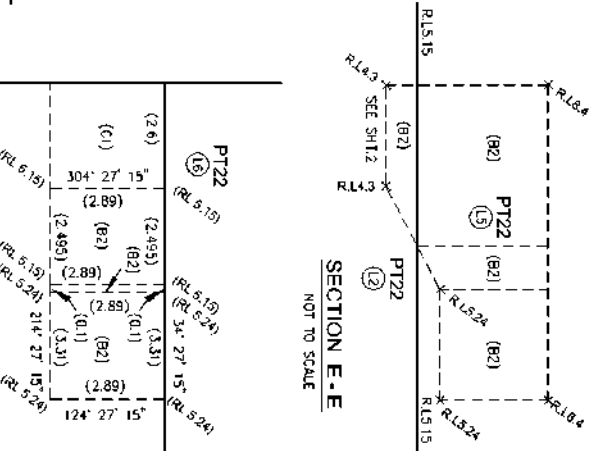
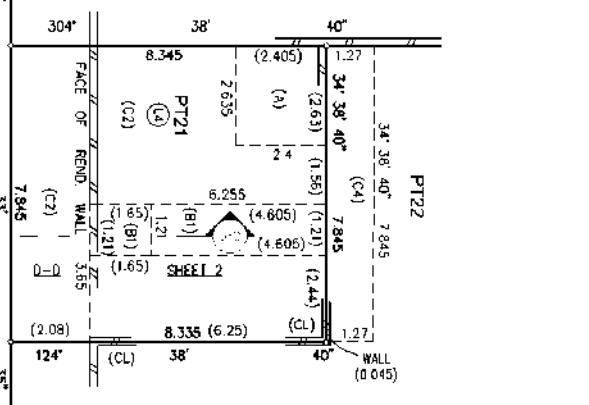


LEVEL 1

LOT 21 IS A STRATA LOT LIMITED IN HEIGHT AND DEPTH BY LEVELS ON AUSTRALIAN HEIGHT DATUM (AHD) AS DENOTED HEREUNDER:

- (1) LIMITED IN HEIGHT TO RL 8.4 AND LIMITED IN DEPTH TO RL 3.95.
- (2) LIMITED IN HEIGHT AND DEPTH BY LEVELS ON AUSTRALIAN HEIGHT DATUM (AHD) AS DENOTED HEREUNDER:
- (3) LIMITED IN HEIGHT TO RL 8.4 AND LIMITED IN DEPTH TO RL 5.15
- (4) UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 5.15
- (5) UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 5.05

- (AA) RIGHT OF CARRIAGEWAY LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL AND INCLINED PLANES BY RLS SHOWN THUS (RL) IN SECTION B-B ON SHEET 2 AND DEPTH TO RL2.00(A.H.D)
 - (A) EASTMENT TO USE LIFT LIMITED IN HEIGHT TO RL7.35(A.H.D)
 - (B1) EASEMENT TO USE FIRE STAIRS 1.21 WIDE LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL INCLINED PLANES BY RLS SHOWN THUS (RL) IN SECTION D-D ON SHEET 2
 - (C1) RIGHT OF FOOTWAY 2.89 WIDE
 - (C2) RIGHT OF FOOTWAY VARIABLE WIDTH
 - (C3) RIGHT OF FOOTWAY 1.27 WIDE
 - (C4) RIGHT OF FOOTWAY 1.27 WIDE LIMITED IN HEIGHT TO RL 7.35 AND LIMITED IN DEPTH TO RL 5.25
 - (B2) EASEMENT TO USE FIRE STAIRS 2.89 WIDE LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL AND INCLINED PLANES BY RLS SHOWN THUS (RL) IN SECTION E-E (SEE ALSO SH-2)
 - (Y) PART LOT UNLIMITED IN HEIGHT AND DEPTH
 - (DL) DENOTES BOUNDARY CENTRELINE OF WALL
- DENOTES FACE OF WALL IS BOUNDARY



DETAIL PLAN
(SHEET 3 OF 4)

OFFICE USE ONLY

D.P 270320 ADDITIONAL SHEET 19

Registered: 22-6-2006

This is sheet 3 of my plan in 3 sheets dated 7-02-2006

REGISTERED SIGNATURES FORM

Stamp required under Survey Act 2002

This is sheet 3 of the job of 5 sheets covered by my certificate No. SGA 5-3-2006 of 2-06-2006

SEE SIGNATURES FORM

For use where space is insufficient in my plan on plan form 2

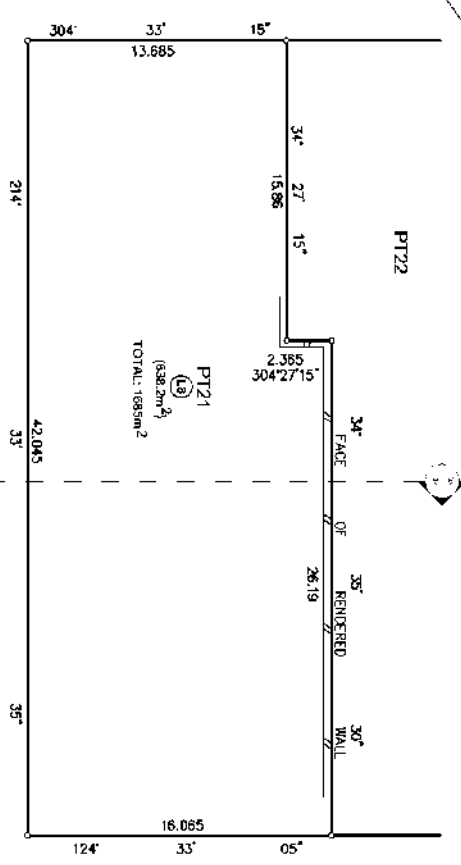
Production Ratio 1: 200

THIS IS SHEET 19 OF D.P.270320 AND IT REPLACES SHEET 2 AS REGARDS LOT 8 AND IS AN ADDITIONAL SHEET

SHEET WORKS REFERENCE 21323/280030P

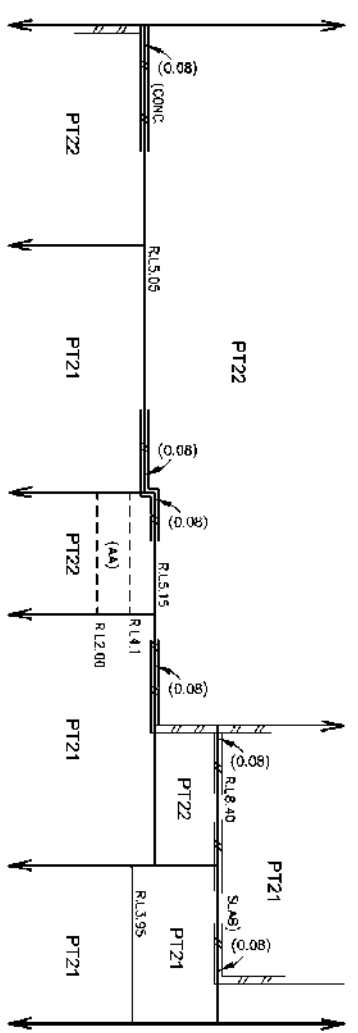
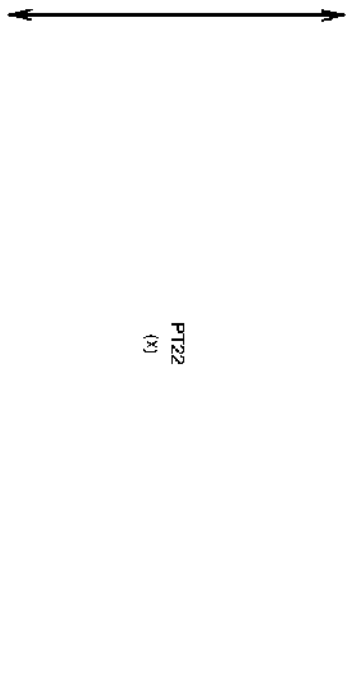
DETAIL PLAN
 (SHEET 4 OF 4)
 LEVEL 2 AND ABOVE

NOTE:
 UNLESS NOTED OTHERWISE ALL DIMENSIONED LINES ARE
 ON BEARING 34°38'40", 124°38'40", 214°38'40" OR 304°38'40"



LEVEL 2
 LOT 21 IS A STRATUM LOT LIMITED IN HEIGHT AND DEPTH BY LEVELS
 ON AUSTRALIAN HEIGHT DATUM (AHD) AS DENOTED HEREUNDER:
 (8) UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 8.4 (AHD)

(X) PART LOT UNLIMITED IN HEIGHT AND DEPTH
 (AA) RIGHT OF CARRIAGEWAY LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL
 AND INCLINED PLANES BY R.L.'S SHOWN THUS (R.L.) IN SECTION B-B ON SHEET 2



SECTION A - A

VERT 1:200
 HORZ 1:200

Plan Drawing only to appear in this space

D.P 270320 ADDITIONAL SHEET 20

Registered 22-6-2006

This is sheet 4 of my plan in 5 sheets dated 7-02-2006

"SEE SIGNATURES FORM"
 surveyor registered under Surveyors Act 2002
 This is sheet 4 of the plan of 5 sheets covered by my certificate to SCA 5-5-2006 of 2-06-2006

"SEE SIGNATURES FORM"
 City of Mangrove/Swiftwater Project
 For use where space is insufficient in any panel on plan Form 2

THIS IS SHEET 20 OF D.P 270320 AND IT REPLACES SHEET 2 AS REWARDS LOT 8 AND IS AN ADDITIONAL SHEET

Reduction Ratio 1:200

SURVEYORS REFERENCE 23231/28003BP

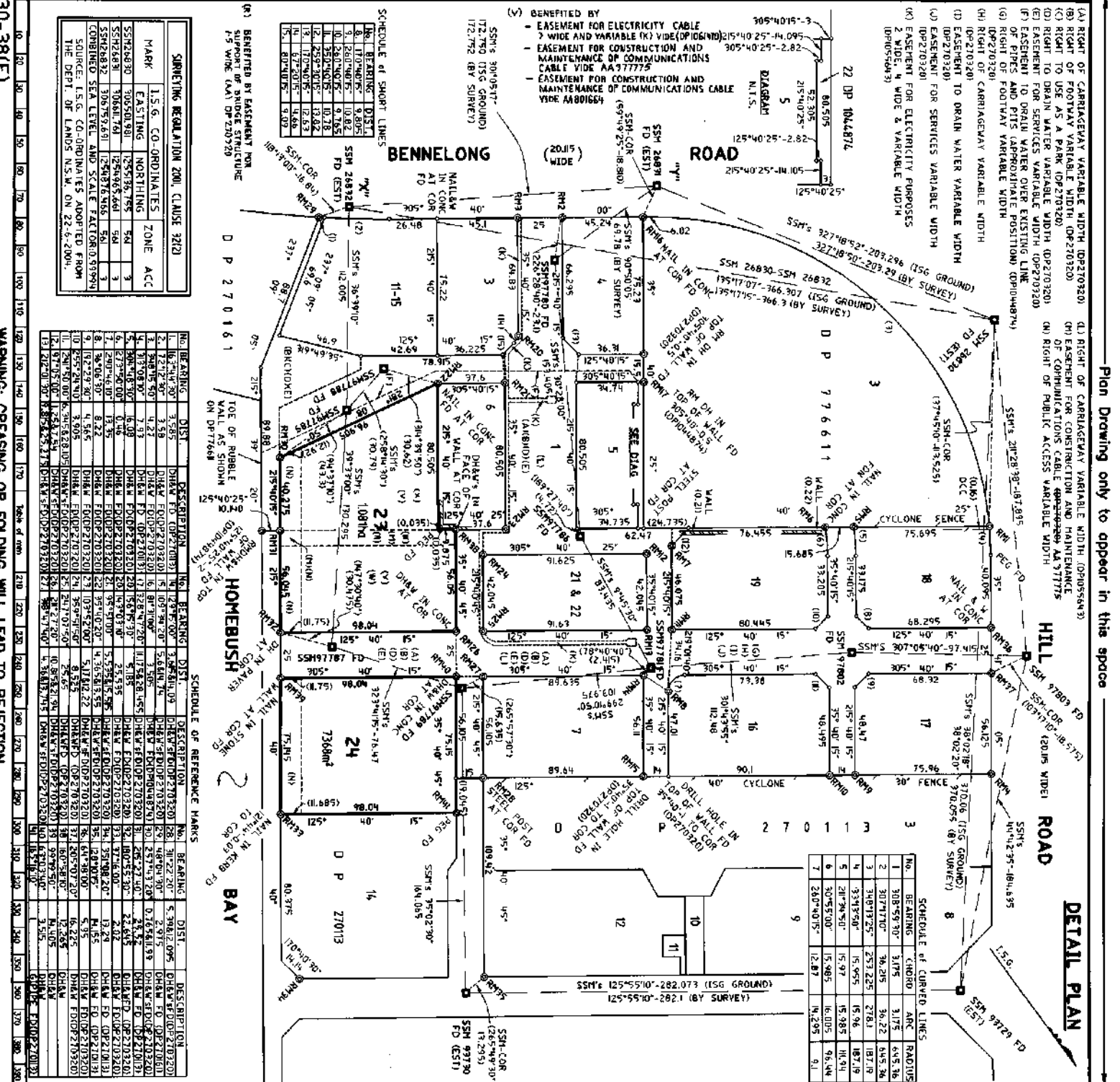
PLAN FORM 2

SIGNATURE AND SEALS ONLY.

Proposed on ground of third parties...
 (W) BENEFITED BY DP266577
 - EASEMENT FOR SERVICES VARIABLE WIDTH (C)
 - RIGHT OF FOOTWAY (A) VARIABLE WIDTH
 - RIGHT OF CARRIAGEWAY 22 WIDE AND VARIABLE (D)
 - EASEMENT TO DRAIN WATER VARIABLE WIDTH (E)
 - RIGHT OF FOOTWAY (E) VARIABLE WIDTH
 - RIGHT OF FOOTWAY (F) VARIABLE WIDTH
 - RIGHT OF CARRIAGEWAY 20 WIDE AND VARIABLE (G)
 (X) BENEFITED BY DP1044874
 - EASEMENT FOR ACCESS

Department of Lands Approval
 Subdivision Certificate
 (1) Right of Carriageway Variable Width (DP270320)
 (2) Right of Footway Variable Width (DP270320)
 (3) Right to Use as a Park (DP270320)
 (4) Right to Drain Water Variable Width (DP270320)
 (5) EASEMENT FOR SERVICES VARIABLE WIDTH (DP270320)
 (6) EASEMENT TO DRAIN WATER OVER EXISTING LINE
 (7) RIGHT OF FOOTWAY VARIABLE WIDTH
 (8) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
 (9) EASEMENT TO DRAIN WATER VARIABLE WIDTH
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 (100) EASEMENT FOR SERVICES VARIABLE WIDTH

Subdivision Certificate
 (1) Right of Carriageway Variable Width (DP270320)
 (2) Right of Footway Variable Width (DP270320)
 (3) Right to Use as a Park (DP270320)
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 (100) EASEMENT FOR SERVICES VARIABLE WIDTH



PLAN OF SUBDIVISION OF LOT 9 IN DP 270320.

LOCALITY: AUBURN, HOME BUSH BAY, ST. JOHN, CUMBERLAND.

REGISTERED: DP 270320.

DATE: 6-7-2006.

REGISTERED: P. SEE CERTIFICATE.

THE SYSTEM: TORRENS.

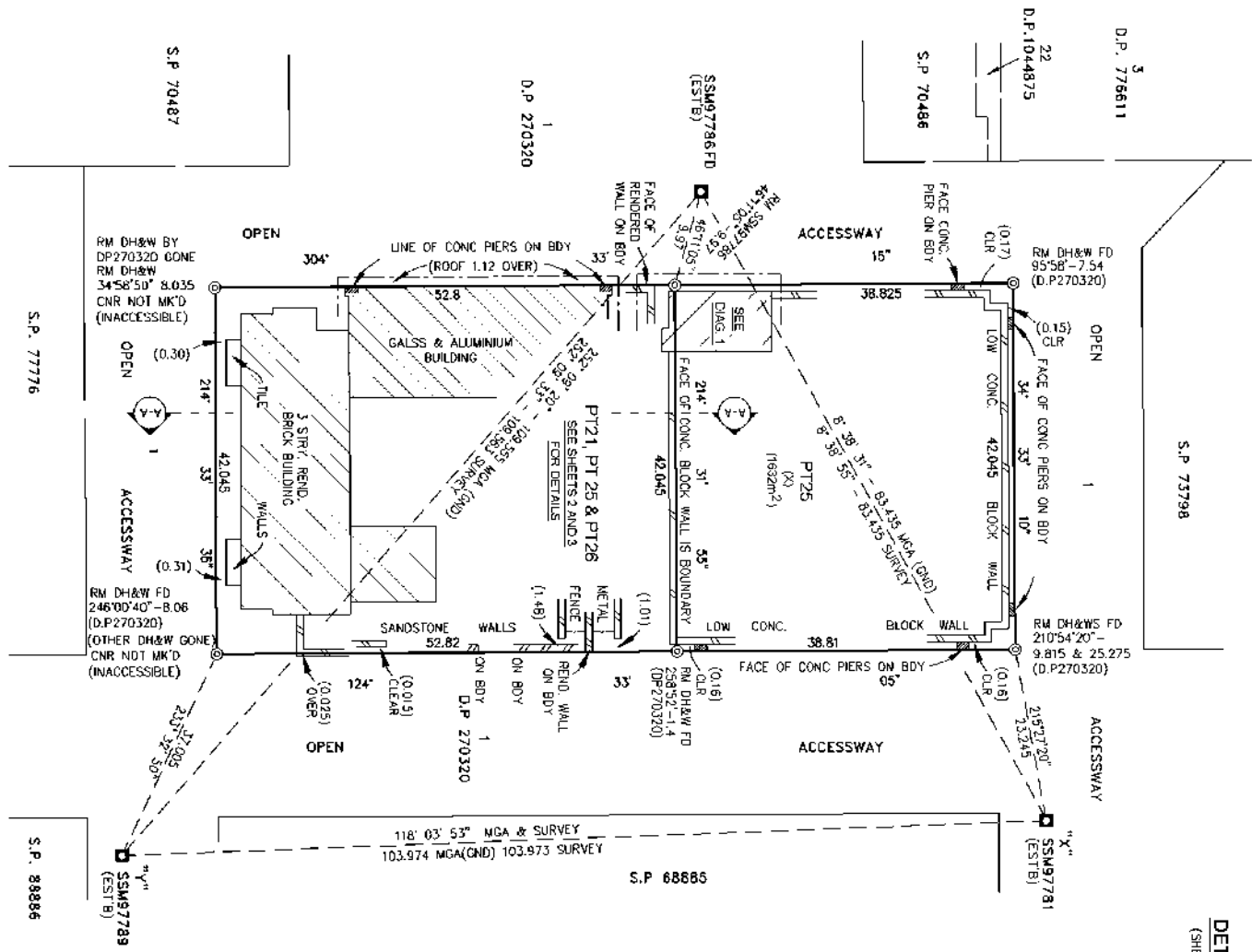
PROPOSED SUBDIVISION: U0082-67.

PLAN NO.: DP 270320.

PLAN OF SUBDIVISION OF LOT 9 IN DP 270320.

THIS IS SHEET 2 OF DP 270320 AND IT REPLACES SHEET 13 AS ADDITIONAL SHEET.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



DETAIL PLAN
(SHEET 1 OF 3)

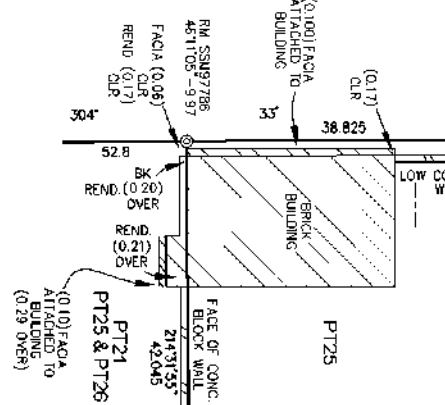
- LOT 25 IS A STRATA LOT LIMITED IN HEIGHT AND DEPTH BY LEVELS ON AUSTRALIAN HEIGHT DATUM (AHD) AS DENOTED HEREUNDER:
- (1) LIMITED IN HEIGHT TO RL 5.05 AND UNLIMITED IN DEPTH.
 - (2) LIMITED IN HEIGHT TO RL 5.15 AND UNLIMITED IN DEPTH.
 - (3) LIMITED IN HEIGHT TO RL 8.4 AND LIMITED IN DEPTH TO RL 5.15
 - (4) UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 5.15
 - (5) UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 5.05
 - (6) UNLIMITED IN HEIGHT AND UNLIMITED IN DEPTH.
 - (7) UNLIMITED IN HEIGHT AND UNLIMITED IN DEPTH TO RL 5.05

LOT 26 IS A STRATA LOT LIMITED IN HEIGHT BY LEVELS ON AUSTRALIAN HEIGHT DATUM (AHD) AS DENOTED HEREUNDER:

- (1) LIMITED IN HEIGHT TO RL 5.05 AND UNLIMITED IN DEPTH.

SCHEDULE OF AREAS (m ²)				
LOT	BASEMENT	LEVEL 2	LEVEL 3	TOTAL
PT25	2844.59	2155.4	—	4999.9
PT26	71.7	—	—	71.7

DIAGRAM 1
(NOT TO SCALE)

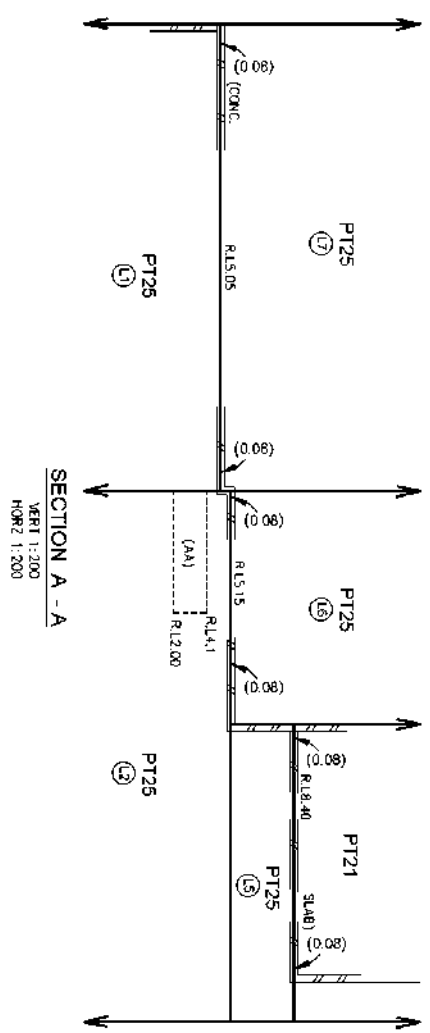


Surveying and Spatial Information Regulation 2006 - CLAUSE 36(1)(D) & 6(12)

MARK	MGA CO-ORDINATES - ZONE 56	EASTING	NORTHING	CLASS	ORDER	METHOD	SOURCE
SSM97781	321 803 833	6254 975 709	C	3	—	—	SCMS
SSM97786	321 791 096	6254 892 822	C	3	—	—	SCMS
SSM97789	321 895 380	6254 926 193	C	3	—	—	SCMS

SOURCE: S.C.I.M.S. 28.05.2014
COMBINED SCALE FACTOR 0.999891

SECTION A - A
VERT 1:200
HORIZ 1:200



Surveyor: MICHAEL RODERICK-LOCKLEY
 Date of Survey: 28/09/2014
 Surveyor's Reference: 23333-409920P

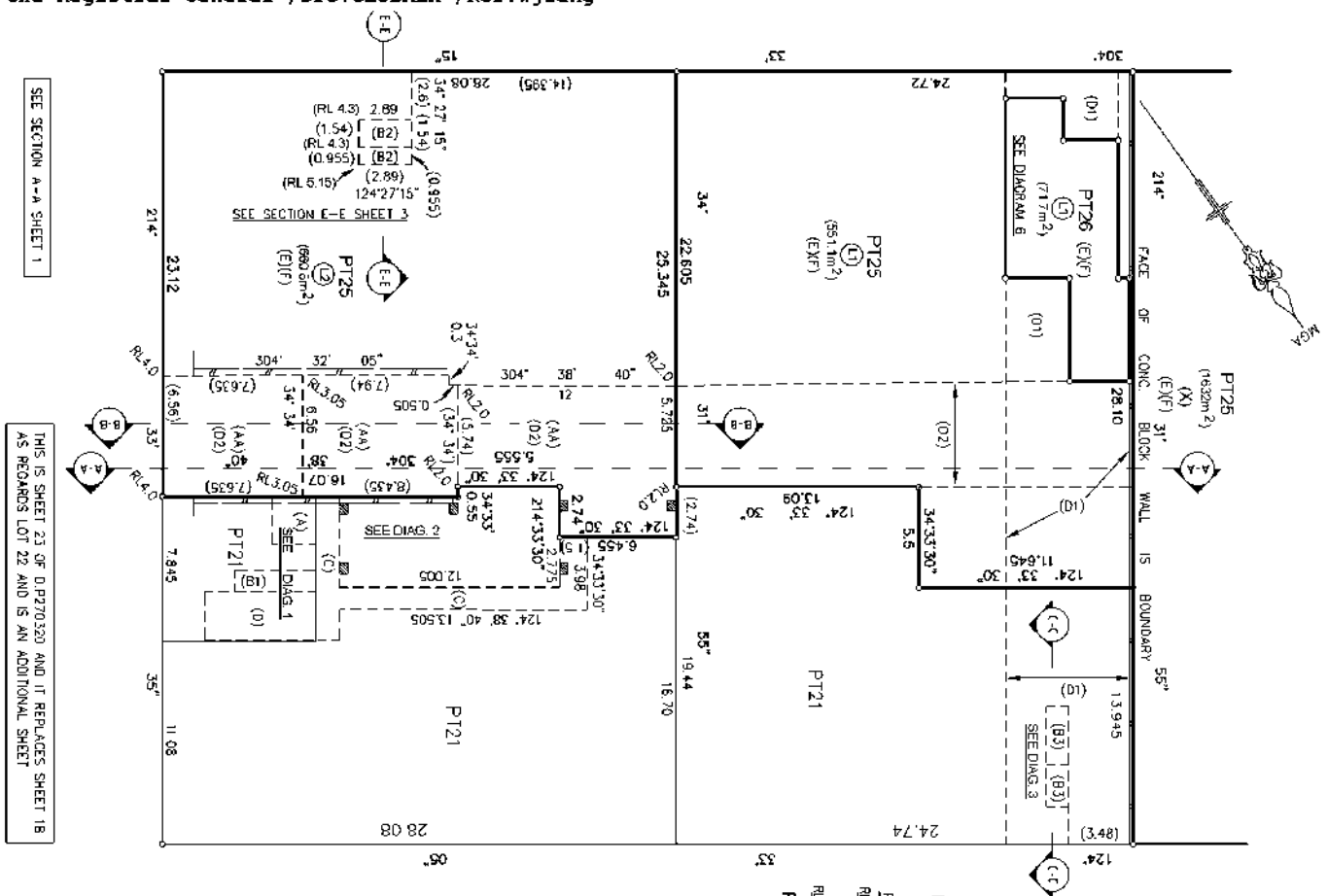
PLAN OF SUBDIVISION OF LOT 22 IN DP270320 AND EASEMENT OVER LOT 21 IN DP270320

LGA: ALBURNI
 Locality: HOMEBUSH BAY
 Subdivision No: 38/2014
 Lengths are in metres. Reduction Ratio: 1:400

Registered 28 10 2015

DP270320
 ADDITIONAL SHEET 22

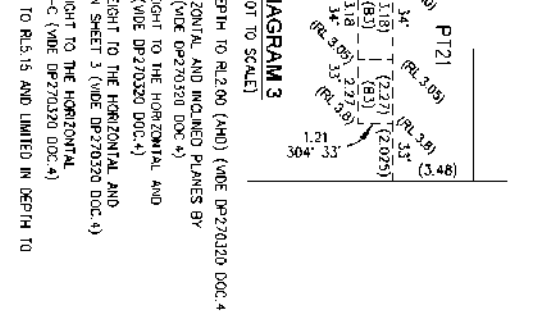
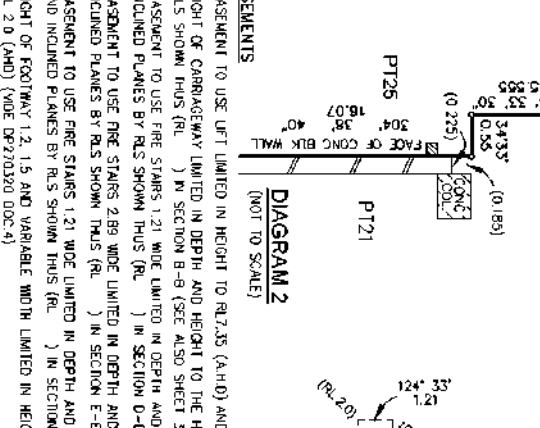
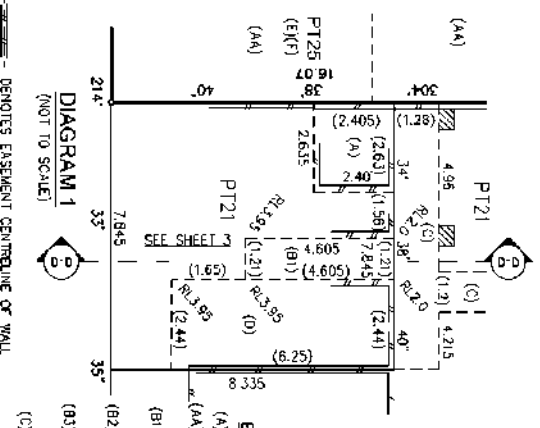
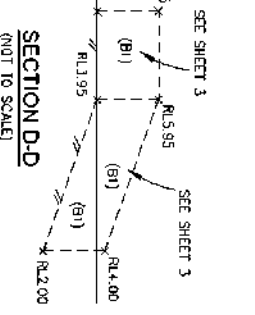
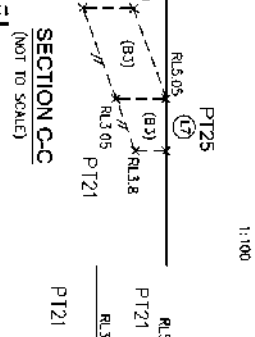
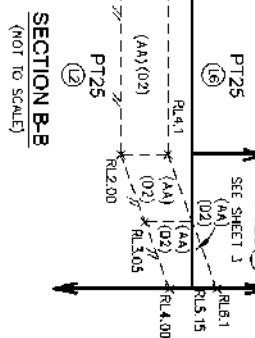
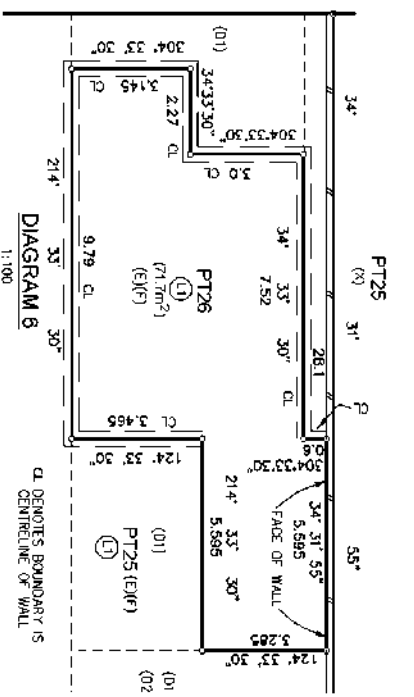
THIS IS SHEET 22 OF 0.9270320 AND IT REPLACES SHEET 17 AS REGARDS LOT 22 AND IS AN ADDITIONAL SHEET



DETAIL PLAN
(SHEET 2 OF 3)

BASEMENT

LOT 25 IS A STRATUM LOT LIMITED IN HEIGHT AND DEPTH BY LEVELS ON AUSTRALIAN HEIGHT DATUM (AHD) AS DENOTED HEREUNDER:
 (1) LIMITED IN HEIGHT TO RL 5.05 AND UNLIMITED IN DEPTH;
 (2) LIMITED IN HEIGHT TO RL 5.15 AND UNLIMITED IN DEPTH;
 (3) UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 5.05
 LOT 26 IS A STRATUM LOT LIMITED IN HEIGHT AND DEPTH BY LEVELS ON AUSTRALIAN HEIGHT DATUM (AHD) AS DENOTED HEREUNDER:
 (1) UNLIMITED IN HEIGHT TO RL 5.05 AND UNLIMITED IN DEPTH.



- EASEMENTS**
- (A) EASEMENT TO USE LEFT LIMITED IN HEIGHT TO RL 7.35 (AHD) AND DEPTH TO RL 2.00 (AHD) (WIDE DP270320 DOC 4 RL 2.0 (AHD) (WIDE DP270320 DOC 4)
 - (AA) RIGHT OF CARPARKWAY LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL AND INCLINED PLANES BY RL 5 SHOWN THUS (RL) IN SECTION B-B (SEE ALSO SHEET 3) (WIDE DP270320 DOC 4)
 - (B) EASEMENT TO USE FIRE STAIRS 1.21 WIDE LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL AND INCLINED PLANES BY RL 5 SHOWN THUS (RL) IN SECTION D-D (WIDE DP270320 DOC 4)
 - (B1) EASEMENT TO USE FIRE STAIRS 2.89 WIDE LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL AND INCLINED PLANES BY RL 5 SHOWN THUS (RL) IN SECTION E-E ON SHEET 3 (WIDE DP270320 DOC 4)
 - (B2) EASEMENT TO USE FIRE STAIRS 1.21 WIDE LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL AND INCLINED PLANES BY RL 5 SHOWN THUS (RL) IN SECTION C-C (WIDE DP270320 DOC 4)
 - (C) RIGHT OF FOOTWAY 1.2, 1.5 AND VARIABLE WIDTH LIMITED IN HEIGHT TO RL 5.15 AND UNLIMITED IN DEPTH TO RL 2.0 (AHD) (WIDE DP270320 DOC 4)
 - (D) EASEMENT FOR STORAGE 2.44 WIDE LIMITED IN HEIGHT TO RL 3.8 AND IN DEPTH TO RL 2.00 (AHD) (WIDE DP270320 DOC 4)
 - (E) EASEMENT FOR SERVICES VARIABLE WIDTH UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 5.05 (WIDE DP270320 DOC 4)
 - (F) RIGHT OF CARPARKWAY VARIABLE WIDTH LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL AND INCLINED PLANES BY RL 5 SHOWN THUS (RL) IN SECTION B-B
 - (G) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS) (WIDE DP270320 DOC 4)
 - (H) EASEMENT FOR SERVICES (WHOLE OF LOTS) (WIDE DP270320 DOC 4)
 - (X) PART LOT UNLIMITED IN HEIGHT AND DEPTH

- LEGEND**
- DENOTES EASEMENT CENTRELINE OF WALL
 - - - DENOTES FACE OF COLUMN
 - (X) PART LOT UNLIMITED IN HEIGHT AND DEPTH
 - DENOTES FACE OF WALL IS BOUNDARY

SEE SECTION A-A SHEET 1

THIS IS SHEET 23 OF DP270320 AND IT REPLACES SHEET 18 AS REGARDS LOT 22 AND IS AN ADDITIONAL SHEET

NOTE:
UNLESS NOTED OTHERWISE ALL DIMENSIONED LINES ARE ON BEARING 34°38'40", 124°38'40", 214°38'40" OR 304°38'40"

Surveyor: MICHAEL RODERICK-LOOKLEY
 Date of Survey: 28/09/2014
 Surveyor's Reference: 2333-409920P

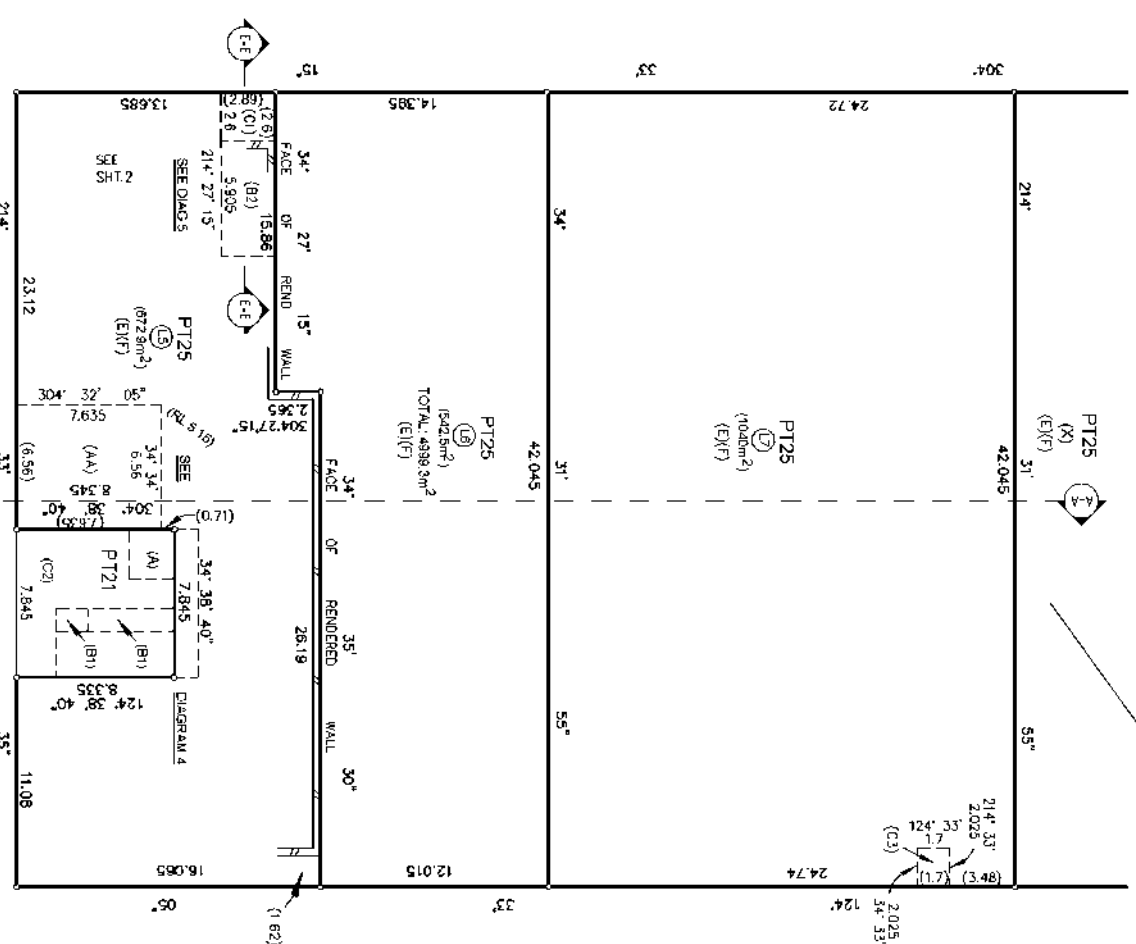
PLAN OF SUBDIVISION OF LOT 22 IN DP270320 AND EASEMENT OVER LOT 21 IN DP270320

LGA: ALBURNI
 Locality: HOMERUSH BAY
 Subdivision No: 382014
 Lengths are in metres. Reduction Ratio: 1:200

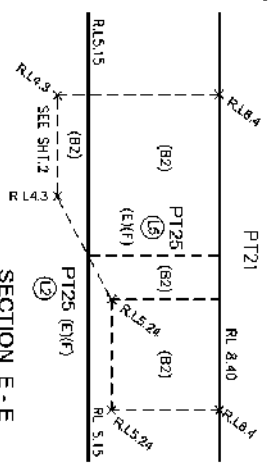


Registered 28.10.2015
DP270320
 ADDITIONAL SHEET 23

DETAIL PLAN
 (SHEET 3 OF 3)
LEVEL 1



SECTION E-E
 NOT TO SCALE



LEVEL 1

LOT 25 IS A STRATUM LOT LIMITED IN HEIGHT AND DEPTH BY LEVELS ON AUSTRALIAN HEIGHT DATUM (AHD) AS DENOTED HEREUNDER:
 (1) LIMITED IN HEIGHT TO RL 5.15 AND UNLIMITED IN DEPTH.
 (2) UNLIMITED IN HEIGHT TO RL 8.4 AND UNLIMITED IN DEPTH TO RL 5.15
 (3) UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 5.15
 (4) UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 5.05

- (AA) RIGHT OF CARRIAGEWAY LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL AND INCLINED PLANES BY RLS SHOWN THUS (RL) IN SECTION B-B ON SHEET 2 (WIDE DP270320 DOC 4)
 - (A) EASEMENT TO USE LEFT LIMITED IN HEIGHT TO RL 7.35 (AHD) AND DEPTH TO RL 2.00 (AHD) (WIDE DP270320 DOC 4)
 - (B) EASEMENT TO USE FIRE STAIRS 1.21 WIDE LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL AND INCLINED PLANES BY RLS SHOWN THUS (RL) IN SECTION D-D ON SHEET 2 (WIDE DP270320 DOC 4)
 - (C) RIGHT OF FOOTWAY 2.89 WIDE (WIDE DP270320 DOC 4)
 - (C1) RIGHT OF FOOTWAY VARIABLE WIDTH (WIDE DP270320 DOC 4)
 - (C2) RIGHT OF FOOTWAY VARIABLE WIDTH (WIDE DP270320 DOC 4)
 - (C3) RIGHT OF FOOTWAY 1.7 WIDE (WIDE DP270320 DOC 4)
 - (C4) RIGHT OF FOOTWAY 1.27 WIDE LIMITED IN HEIGHT TO RL 7.35 AND LIMITED IN DEPTH TO RL 5.25 (WIDE DP270320 DOC 4)
 - (B2) EASEMENT TO USE FIRE STAIRS 2.89 WIDE LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL AND INCLINED PLANES BY RLS SHOWN THUS (RL) IN SECTION E-E (SEE ALSO SH1:2)
 - (E) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS) (WIDE DP270320 DOC 4)
 - (F) EASEMENT FOR SERVICES (WHOLE OF LOTS) (WIDE DP270320 DOC 4)
 - (X) PART LOT UNLIMITED IN HEIGHT AND DEPTH
 - (Y) UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 5.15
 - (Z) UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 5.05
- DENOTES FACE OF WALL IS BOUNDARY (WIDE DP270320)

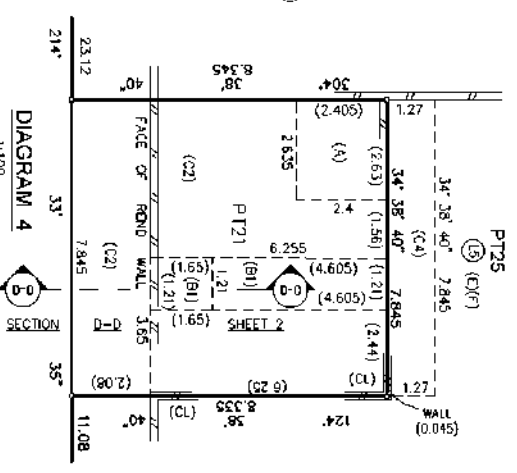
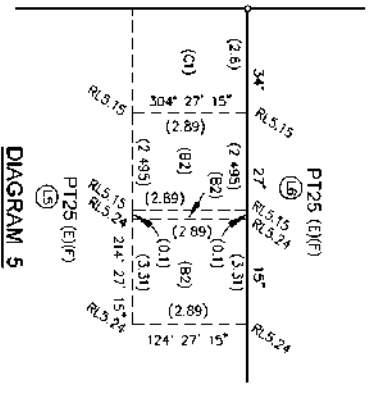


DIAGRAM 5
 NOT TO SCALE



THIS IS SHEET 24 OF DP270320 AND IT REPLACES SHEET 19 AS REGARDS LOT 22 AND IS AN ADDITIONAL SHEET

SEE SECTION A-A SHEET 1

NOTE:
 UNLESS NOTED OTHERWISE ALL DIMENSIONED LINES ARE ON BEARING 34°38'40", 124°58'40", 214°58'40" OR 304°38'40"

Surveyor: MICHAEL RODERICK-LOOKLEY
 Date of Survey: 28/09/2014
 Surveyor's Reference: 23333-409920P

PLAN OF SUBDIVISION OF LOT 22 IN DP270320 AND EASEMENT OVER LOT 21 IN DP270320

LGA: ALBURNI
 Locality: HOMEBUSH BAY
 Subdivision No: 38/2014
 Lengths are in metres. Reduction Ratio: 1:200

Registered
 28.10.2015

DP270320
 ADDITIONAL SHEET 24

PLAN FORM 6

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 8 IN DP270320

DP270320

Registered:



22.6.2006

Surveying Regulation, 2001

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create public reserves and drainage reserves.

I, JACEK IDZIKOWSKI of LOCKLEY LAND TITLE SOLUTIONS a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2001 and was completed on: 7/02/2006

The survey relates to .LOTS 21 and 22 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *Jacek Idzikowski* Dated: 24.03.2006
Surveyor registered under the Surveying Act, 2002

Datum Line: "X-Y"
Type: ~~Urban/Rural~~

BOS INTERNATIONAL (AUSTRALIA) LTD by its Attorney

[Signature]
Signature

Michael Davidson
Name and Title (please print):
Director Structures
Property Finance

EXECUTED BY BOS INTERNATIONAL (AUSTRALIA) LTD ABN 23 056 501 250 by its duly constituted Attorney under Power of Attorney Book 4467 No.58 for NSW dated 19 July 2005 who has no notice of revocation of such Power of Attorney in the presence of:

[Signature]
Name (please print):
WALLACE JAMES FINNIE

Executed by PAYCE PROPERTIES PTY LTD in accordance with s.127 of the CORPORATIONS ACT 2001:

[Signature]
BRIAN BOYD
DIRECTOR

[Signature]
STEPHEN WAINWRIGHT
SECRETARY

Crown Lands NSW/Western Lands Office Approval

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

Subdivision Certificate

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

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

[Signature]
* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Minister for Planning
Date of Endorsement: 2 June 2006
Accreditation no:,
Subdivision Certificate no: SCA 5-3-2006
File no: 9042379-1

* Delete whichever is inapplicable.

Use PLAN FORM 6A for additional certificates, signatures and seals

* OFFICE USE ONLY

PLAN FORM 6A

CERTIFICATES, SIGNATURES AND SEALS

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION LOT 8 IN DP270320

DP270320

Registered:



22.6.2006

Subdivision Certificate No:

SCA 5-3-2006

Date of Endorsement:

2nd June 2006

I, Stephen John Barrow being a valuer registered under the Registration Act, 1975, certifies that the Unit Entitlements for the new lots created by the Subdivision are based upon market values of such lots.

At ~~5th April 2006~~ 30-10-2002

Being the date of the Valuer's Certificate lodged with the original schedule.

Signature

Date 2nd May 2006

* OFFICE USE ONLY


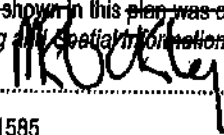
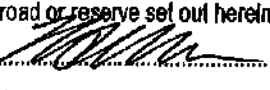
PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Registered:  28.10.2015 Office Use Only Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <h1 style="text-align: center;">DP270320</h1> (DOC.B)
PLAN OF SUBDIVISION OF LOT 22 IN DP270320 AND EASEMENT OVER LOT 21 IN DP270320	LGA: AUBURN Locality: WENTWORTH POINT Parish: ST JOHN County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	<h3 style="text-align: center;">Survey Certificate</h3> I, MICHAEL RODERICK LOCKLEY of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on <u>28-5-2014</u> *(b) The part of the land shown in the plan ("being" excluding) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>. Signature:  Dated: 28-05-2014 Surveyor ID: 1585 Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating /*Steep-Mountainous. *Strike through if Inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
<h3 style="text-align: center;">Subdivision Certificate</h3> I, <u>KARL OKORN</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>AUBURN CITY COUNCIL</u> Date of endorsement: <u>5/2/2015</u> Subdivision Certificate number: <u>38/2014</u> File number: <u>DA 100/2014</u> *Strike through if Inapplicable.	Plans used in the preparation of survey/compilation: DP270320 If space is Insufficient continue on PLAN FORM 6A
Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A Surveyor's Reference: 23323-40892DP


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Registered:  28.10.2015 Office Use Only

PLAN OF SUBDIVISION OF LOT 22 IN
 DP270320 AND EASEMENT OVER LOT 21 IN
 DP270320

Office Use Only
DP270320
 (DOC.B)

Subdivision Certificate number:38/2014.....
 Date of Endorsement:5/2/2015.....

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:
SERVICES UNLIMITED LIMITED *esm*
 1. EASEMENT FOR ~~SERVICES~~ VARIABLE WIDTH ~~LIMITED~~ IN DEPTH AND HEIGHT (D1)
 2. RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH AND HEIGHT (D2)

~~STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE~~ *esm*

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
25				WENTWORTH POINT
26				WENTWORTH POINT

esm AMENDMENTS MADE BY
 CHRISTOPHER JOHN MOYCE,
 REGISTERED SURVEYOR 7/9/2015

If space is insufficient use additional annexure sheet


Surveyor's Reference: 23323-40892DP

es

PLAN FORM 6D (2012)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:  28.10.2015 Office Use Only

PLAN OF SUBDIVISION OF LOT 22 IN DP270320 AND EASEMENT OVER LOT 21 IN DP270320

Office Use Only

DP270320
(DOC.B)

Subdivision Certificate number: 38/2014
 Date of endorsement: 5/2/2015

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

Name of Development (Optional)

Address for Service of Notices

WARNING STATEMENT (Approved Form 7)
 This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 *Community Land Development Act 1989*.
 Any changes will be recorded in a replacement schedule.

VALUER'S CERTIFICATE (Approved Form 9)
 I, ROBERT WILSON
 of SYDNEY
 being a Valuer registered under the *Valuers Registration Act 1975*, certify that:
 (a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on 10 OCTOBER 2014
 (b) ~~The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^ being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.~~
 Signature: ROBERT WILSON Dated: 13 OCTOBER 2014
 * Strike through if inapplicable
 ^ Insert date of valuation

UPDATE NOTE (Approved Form 8)
 This document contains an "updated"/revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^
 ^ Strike through if inapplicable
 ^ Insert registration date of previous schedule

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1.	ASSOCIATION PROPERTY		16.	433	SP75645
2.	NOW LOTS 11 TO 15	SEE ADDITIONAL SHEETS 6-11	17.	792	SP77199
3.	796	SP71545	18.	726	SP77017
4.	772	SP71546	19.	365	SP73796
5.	287	SP70486	20.	CONVERTED TO ASSOCIATION PROPERTY	SEE AB49050
6.	270	SP70487	21.	48	22
7.	787 437	SP68885	22.	(8) NO 25-26 NOW LOTS	SEE ADDITIONAL SHEETS 21, 24
8.	NOW LOTS 21 & 22	SEE ADD. SHEETS 17-20	23.	221 2211	
9.	2872 NOW LOTS 23+24	SEE ADDITIONAL SHT. 21	24.	1661	
10.	NOW LOTS 16-20	SEE ADD. SHEET 16	25.	67	
11.	85	SP71907	26.	1	
12.	668	SP71908	TOTAL	48866 10,000	
13.	131	SP71909			
14.	249	SP71910			
15.	1				

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

Surveyor's Reference: 23323-40892DP

2


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Registered:  28.10.2015

Office Use Only

Office Use Only

DP270320

(DOC.B)

PLAN OF SUBDIVISION OF LOT 22 IN
DP270320 AND EASEMENT OVER LOT 21 IN
DP270320

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

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

Subdivision Certificate number: 38/2014

Date of Endorsement: 5/2/2015

EXECUTED by)
SH HOMEBUSH PULSE PTY LTD)
ACN 138 545 427)
in accordance with Section 127)
of the Corporations Act)



Signature of Director

Toru Abe

NAME (please print)



Signature of Director/secretary

Kohji Fukano

NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23323-40892DP




PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:  28.10.2015
Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 22 IN
DP270320 AND EASEMENT OVER LOT 21 IN
DP270320


DP270320

(DOC.B)

Subdivision Certificate number: 38/2014
Date of Endorsement: 5/2/2015

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

Signed by **MICHAEL CHRISTOPHER POWER**


sign (signatory)

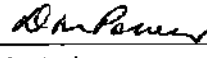

sign (witness)

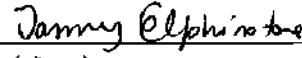
the witness states that he or she is not a party and was present when the signatory signed

TAMMY ELPHINSTONE
full name (witness)

363 MONTAGUE ROAD, WEST END Q 4101
address (witness)

Signed by **DENISE MARGARET POWER**


sign (signatory)



sign (witness)

the witness states that he or she is not a party and was present when the signatory signed

TAMMY ELPHINSTONE
full name (witness)

363 MONTAGUE ROAD, WEST END Q 4101
address (witness)

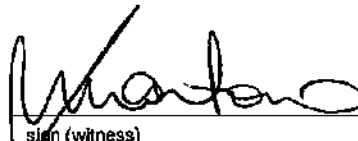
Signed by **BANK OF QUEENSLAND LIMITED ABN 32 009 656 740** by its attorney under power of attorney book 4346 no 621


sign (attorney)

the attorney states that he or she has no notice of termination or suspension of the power

Graham Porter

full name (attorney)


sign (witness)

the witness states that he or she is not a party and was present when the attorney signed

Lana Montoro

full name (witness)

level 6, 100 Skyring Terrace, NEWSTEAD, QLD, 4006
address (witness)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23323-40892DP

PLAN FORM 2

Plan Drawing only to appear in this space

OFFICE USE ONLY

SIGNATURE AND SEALS ONLY.
 EXECUTED BY PAYCE PROPERTIES PTY LIMITED
 LIMITED ACU 008 644 611 by the
 authorised persons below in accordance
 with s.127 of Corporations Act 2001:

[Signature]
 M. MORCIAN
 SECRETARY

[Signature]
 B. BOYD
 DIRECTOR

EXECUTED BY LINEMARK PTY LIMITED
 ACN 008 371 999 by the authorised
 persons whose signatures appear
 below in accordance with s.127(1)
 of Corporations Act 2001:

[Signature]
 R. L. KIM
 DIRECTOR

[Signature]
 S. E. CHAPMAN
 SECRETARY

SIGNED SEALED AND DELIVERED for an on behalf
 of EnergyAustralia by Grant Kenneth Greenle-Smith
 its duly constituted Attorney pursuant to Power of
 Attorney registered Book 4368 No. 61

[Signature]
 Attorney

[Signature]
 Witness

WHO CERTIFIES THAT THEY ARE A
 LEVEL II ATTORNEY PURSUANT
 TO POWER OF ATTORNEY BOOK
 4368 NO. 61 OF WHICH THEY HAVE
 RECEIVED NO NOTICE OF
 REVOCATION
 I HAVE BEEN PRESENT BY
 THE SAID ATTORNEY WHO IS
 PERSONALLY KNOWN TO ME

[Signature]
 WITNESS

[Signature]
 44/1/4 HOSSTOULDS
 56 FITT ST
 SYDNEY NSW

Crown Lands Office Approval

LAND APPROVAL

Authorised Officer

Land District:

Field Book:

Pages:

Subdivision Certificate

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

..... set out therein

.....

Authorised Person/General Manager/Accredited Certifier

Consent Authority

Date of Endorsement

Accreditation No.

Subdivision Certificate No.

File No.

Note:

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

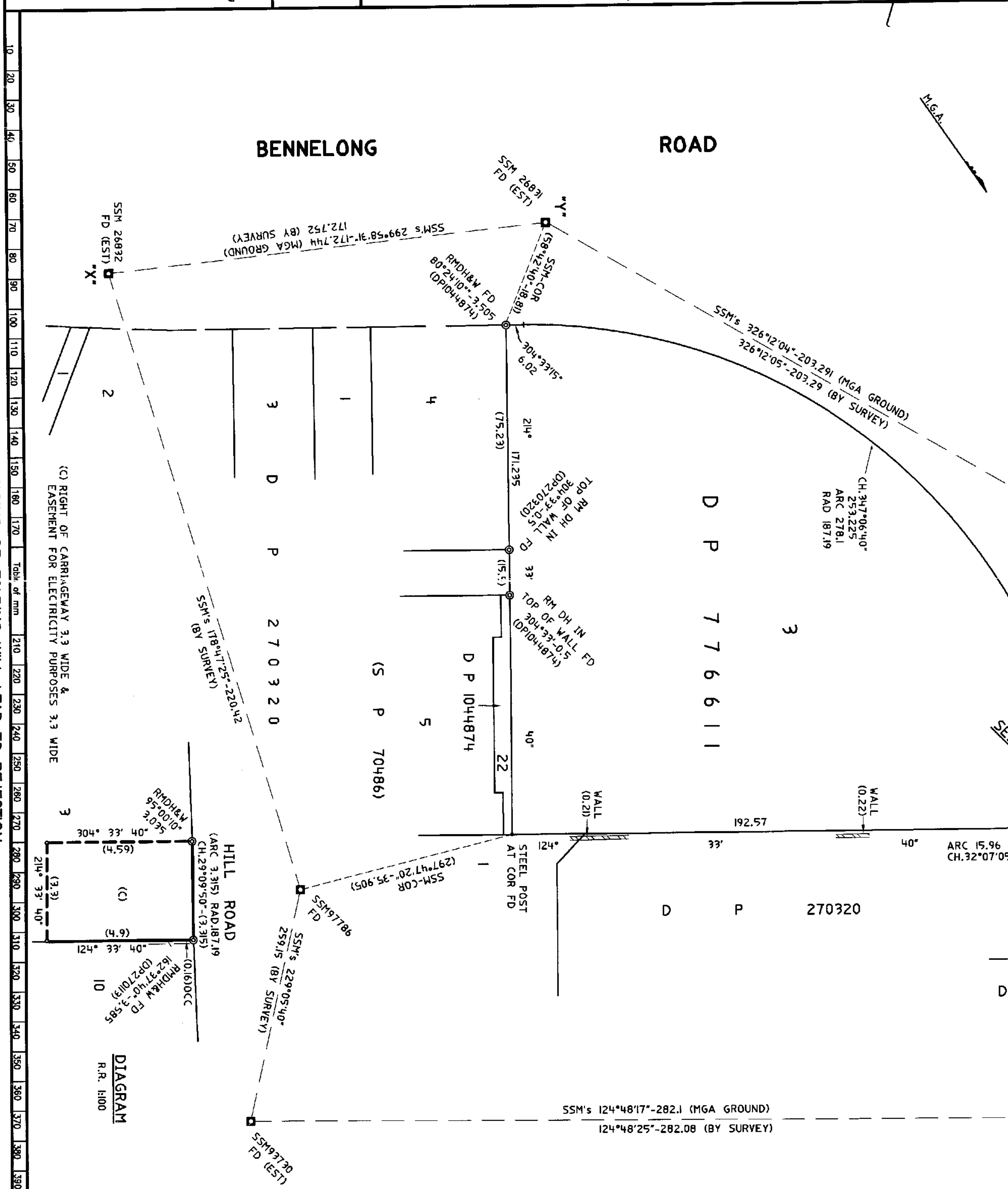
*Delete whichever is inapplicable

SURVEYOR'S REFERENCE 4330-28(A)

THE SURVEY (GEOCENTRIC DATUM OF AUSTRALIA) ACT 1999

MARK	M.G.A. CO-ORDINATES	ZONE	CLASS	ACC
	EASTING	NORTHING		
SSM26830	326 933.042	6254927.498	561	B 2
SSM26831	326 946.127	6254758.566	561	B 2
SSM26832	327 95.764	6254672.259	561	B 2
SSM9729	327 95.919	6254223.343	561	B 2
SSM9730	327 96.945	6255062.327	561	B 2

COMBINED SEA LEVEL AND SCALE FACTOR: 0.9999992
 SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM N.S.W. L.I.C. ON 25-2-2004.



Registered 1-6-2005

Title System: TORRENS

Purpose: EASEMENT

Ref Map: U0062-63#

Last Plan: DP776611

PLAN OF EASEMENTS
 WITHIN LOT 3 IN
 DP 776611.

LEG A AUBURN

Suburb/Landuse: HOMEBUSH BAY

Parish: ST. JOHN

County: CUMBERLAND

This is sheet 1 of my plan in sheets

Surveyors (Practice) Regulation 2001

DAVID WALLACE FAIRLIE
 PRACTICE
 P.O. BOX 519, SUTHERLAND, NSW 2232

The survey was made to ...

Datum Line: "X" - "Y"

Plane used in preparation of survey/easements: DP 270113, 270320, 776611, 1044874.

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

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

1. RIGHT OF CARRIAGEWAY 3.3 WIDE
2. EASEMENT FOR ELECTRICITY PURPOSES 3.3 WIDE

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  10.07.2018

Title System: TORRENS

Purpose: EASEMENT

DP1243504

PLAN OF EASEMENTS AFFECTING LOT 3
IN DP 776611

LGA: CITY OF PARRAMATTA

Locality: WENTWORTH POINT

Parish: ST JOHN

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Survey Certificate

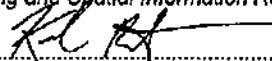
I, **KARL ROBERTSON**

of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that

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

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

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

Signature:  Dated: 23/3/17

Surveyor ID: 7835

Datum Line:

Type: *Urban/*Rural

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

*Strike through if inapplicable.

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

Subdivision Certificate

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

Signature:

Accreditation number:

Consent/Authority:

Date of Endorsement:

Subdivision Certificate no:

File number:

*Strike through if inapplicable

STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.

Plans used in the preparation of survey/compilation

DP 776611

If space is insufficient continue on PLAN FORM 6A

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

SURVEYORS REFERENCE: 163577

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

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

Registered:  10.07.2018

Office Use Only

Office Use Only

PLAN OF EASEMENT AFFECTING LOT 3 ON
DP776611 IN

DP1243504

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

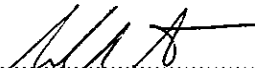
Subdivision Certificate number:

Date of Endorsement:

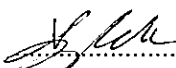
PURSANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. EASEMENT FOR ELECTRICITY & OTHER PURPOSES (6m WIDE)
2. EASEMENT FOR ELECTRICITY & OTHER PURPOSES (6m WIDE)
3. EASEMENT FOR ELECTRICITY & OTHER PURPOSES (2.5m WIDE)

Signed sealed and delivered for and on)
behalf of Alpha Distribution Ministerial)
Holding Corporation: 67 505 337 385)



) Signature of Agent for Michael Pratt, NSW
) Treasury Secretary (NSW Treasurer's
) delegate under delegation dated
) 24 November 2015), on behalf of Alpha
) Distribution Ministerial Holding
) Corporation



Signature of Witness

Richard Dent

Name of Agent in full

KEVIN PEK

Name of Witness in full

52 Martin Place, Sydney NSW 2000
If space is insufficient use additional annexure sheet


Surveyor's Reference: 163577

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

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

Office Use Only
Registered:  10.07.2018

PLAN OF EASEMENT AFFECTING LOT 3 ON
DP776611 IN

Office Use Only

DP1243504

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

Subdivision Certificate number:

Date of Endorsement:

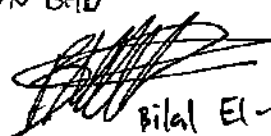
EXECUTION BY WENTWORTH POINT 1 PTY LTD AS OWNER:


ACN: 605 294 844

Sole Director: Bilal El-Cheikh *

- THP Australia Capital SDN BHD

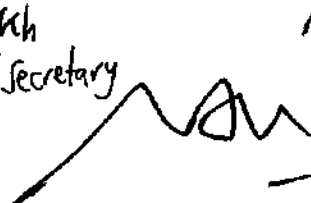
ACN: 080 028 155


Bilal El-Cheikh
Sole Director/Secretary


Sole Director/Secretary

THP Treasury
pty Ltd
ACN: 080 028 155

DATO' ROSZALI OTHMAN


Sole Director/Secretary

Mortgagee:
Maybank Investment Bank Berhad
ACN: N/A



V.SARASWATHY
Managing Director
Regional Head, Debt Markets
Maybank Investment Bank Berhad

If space is insufficient use additional annexure sheet

Surveyor's Reference: 163577

COORDINATE SCHEDULE

MARK	MGA CO-ORDINATES	CLASS	PU	METHOD	STATE
SSM 97780	321 716.364	6254 760.355	C	N/A	SCMS FOUND
SSM 97786	321 791.555	6254 894.067	C	N/A	SCMS FOUND
SSM 97803	321 628.463	6255 091.067	C	N/A	SCMS FOUND

DATE OF SCMS COORDINATES: 24-07-2020 MGA ZONE: 56
 COMBINED SCALE FACTOR: 0.999988 MGA DATUM: GDA20

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	HEIGHT DATUM VALIDATION	STATE
SSM 97780	3.509	LC	SCMS ADOPTED	FOUND
SSM 97786	5.073	LC	SCMS-DATUM VALIDATION	FOUND
SSM 97803	2.040	LC	SCMS-DATUM VALIDATION	FOUND

DATE OF SCMS AHD VALUES: 11-03-2020 HEIGHT DATUM: AHD71

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 97780	SSM 97786	1.564	TRIGONOMETRIC HEIGHTING
SSM 97786	SSM 97803	-3.033	TRIGONOMETRIC HEIGHTING
SSM 97803	SSM 97780	1.469	TRIGONOMETRIC HEIGHTING

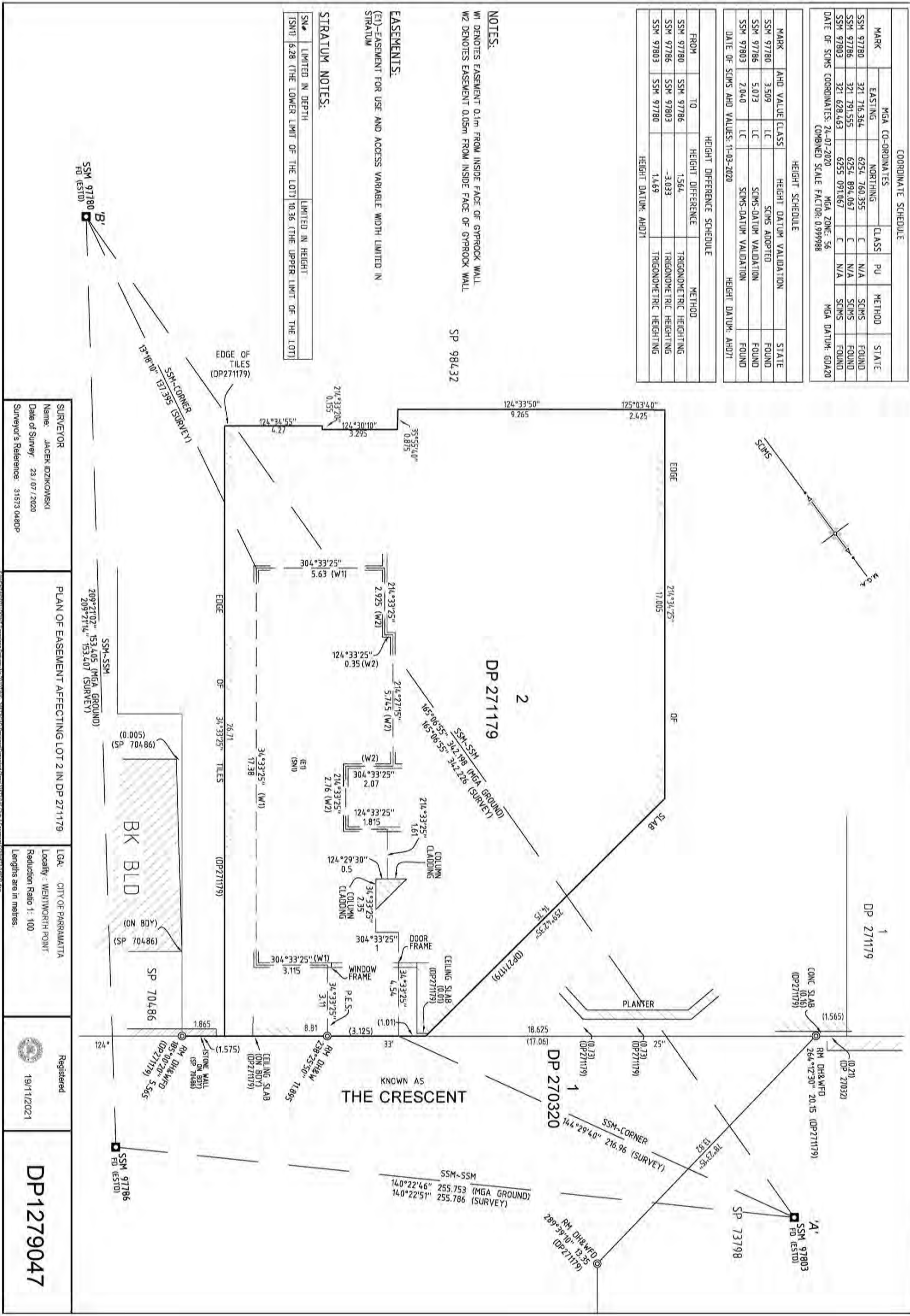
HEIGHT DATUM: AHD71

NOTES:
 W1 DENOTES EASEMENT 0.1m FROM INSIDE FACE OF GYPROCK WALL
 W2 DENOTES EASEMENT 0.05m FROM INSIDE FACE OF GYPROCK WALL

EASEMENTS:
 (E1) - EASEMENT FOR USE AND ACCESS VARIABLE WIDTH LIMITED IN STRATUM

STRATUM NOTES:

SN#	LIMITED IN DEPTH [SM1]	LIMITED IN HEIGHT
6.28	(THE LOWER LIMIT OF THE LOT)	10.36 (THE UPPER LIMIT OF THE LOT)



SURVEYOR
 Name: JACEK IDZIKOWSKI
 Date of Survey: 28/07/2020
 Surveyor's Reference: 31573 0480P

PLAN OF EASEMENT AFFECTING LOT 2 IN DP 271179

LGA: CITY OF PARRAMATTA
 Locality: WENTWORTH POINT
 Reduction Ratio 1: 100
 Lengths are in metres.

Registered
 19/11/2021

DP1279047

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  19/11/2021</p> <p>Title System: TORRENS</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1279047</h1>
<p>PLAN OF EASEMENT AFFECTING LOT 2 IN DP 271179</p>	<p>LGA: CITY OF PARRAMATTA</p> <p>Locality: WENTWORTH POINT</p> <p>Parish: ST JOHN</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, JACEK IDZIKOWSKI of LTS LOCKLEY Locked Bag 5 GORDON NSW 2072 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 23/08/2020, 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: 'A' – 'B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 29-07-2020.....</p> <p>Surveyor Identification No: 7255 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</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. DP271179</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Registered Certifier, 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>Registration number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>
<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>
<p>Surveyor's Reference: 31573 048DP [152536_2]</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)



19/11/2021

Office Use Only

Office Use Only

Registered:

**PLAN OF EASEMENT AFFECTING LOT 2 IN
DP 271179**

DP1279047

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, IT IS INTENDED TO CREATE:

1. EASEMENT FOR USE AND ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E1)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 31573 048DP [152536_2]

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



19/11/2021

Office Use Only

Office Use Only

Registered:

PLAN OF EASEMENT AFFECTING LOT 2 IN
DP 271179

DP1279047

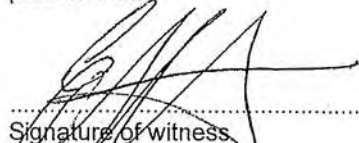
This sheet is for the provision of the following information as required:

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

Subdivision Certificate number:

Date of Endorsement:

EXECUTED for and on behalf of
WENTWORTH POINT 1 PTY LTD
ACN 605 294 844 by its duly
constituted attorney under Power of
Attorney dated 17 September 2021
Registered Book 4791 No. 43 in the
presence of:


.....
Signature of witness

EVAN GIBBS
.....
Name of witness
Suite 41.02, Level 41
2 PARK STREET
SYDNEY NSW 2000
.....
Address of witness

.....
Signature of attorney
Nigel Lawrence Farquhar

If space is insufficient use additional annexure sheet

Surveyor's Reference: 31573 048DP [152536_2]

PLAN FORM 2

Plan Drawing only to appear in this space

OFFICE USE ONLY

SIGNATURE AND SEALS ONLY.

EXECUTED on behalf
of PAYCE PROPERTIES
PTY LIMITED in
accordance with s127
of the Corporations Act

[Signature]
Director

[Signature]
Secretary

WITNESSES
[Signature]
16 Pitt St
Sydney NSW
David Prosser

REGISTERED SURVEYOR
MARION MATCOO CONSULTANT

SURVEY PRACTICE REGULATION 1990: CLAUSE 32(2)			
MARK	I.S.G. CO-ORDINATES	ZONE	ACC
SSM26830	306501.981	1255196.755	561 3
SSM26831	306611.761	1254965.661	561 3
SSM26832	306759.691	1254876.466	561 3

COMBINED SEA LEVEL AND SCALE FACTOR: 0.99994
SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM N.S.W. L.I.C. ON 30-3-2000

- (A) EASEMENT TO PERMIT ENCRoACHING STRUCTURE TO REMAIN 1 WIDE
- (B) EASEMENT TO PERMIT ENCRoACHING STRUCTURE TO REMAIN 3 WIDE
- (F) EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES AND PITS (APPROXIMATE POSITION) (DP 1044874)
- (G) EASEMENT FOR ACCESS (DP 1044874)

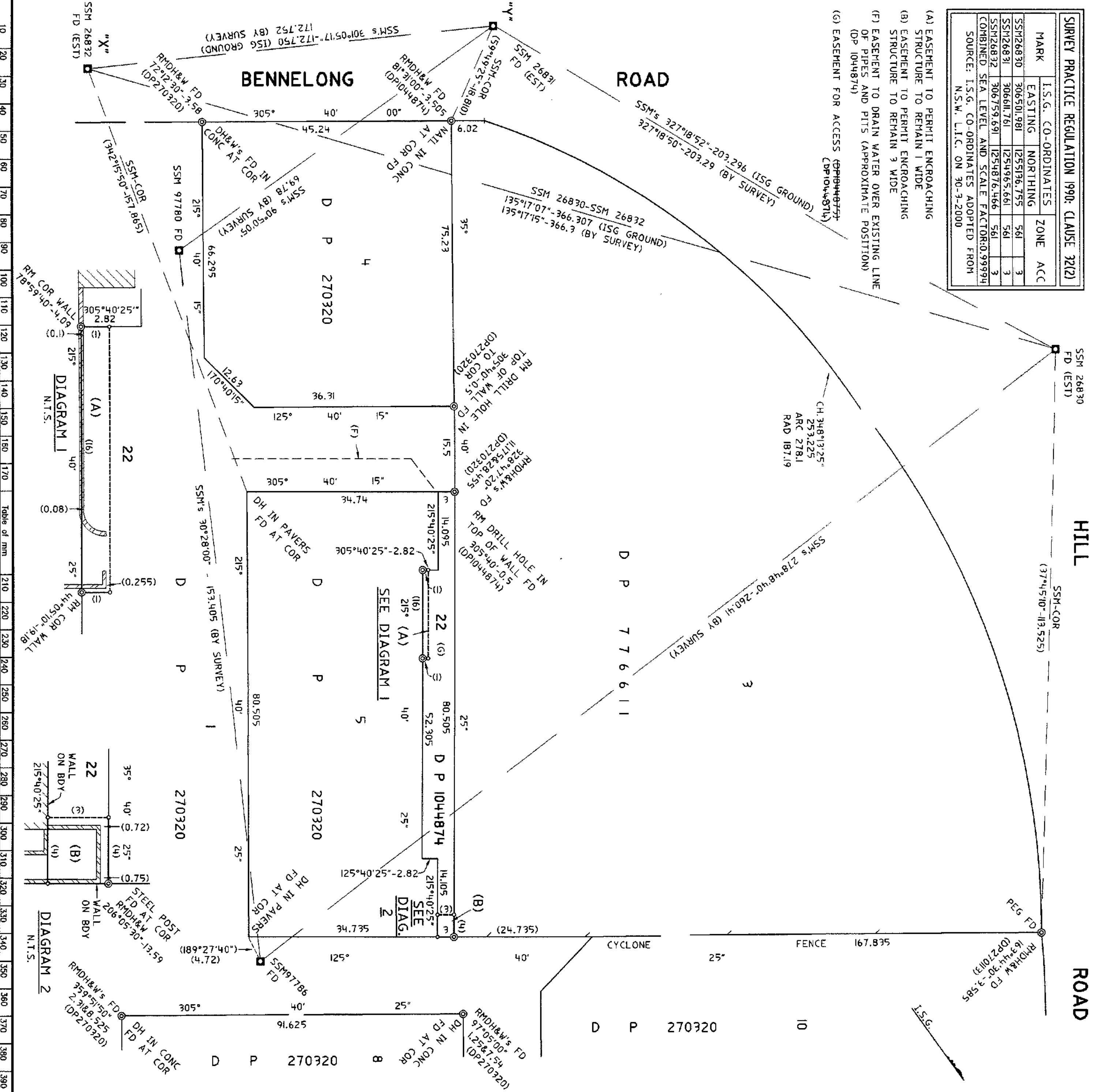
Crown Lands Office Approval
Authorised Officer
Land District
Paper No.
Field Book

Subdivision Certificate
certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed
alter the subdivision or new road
set out therein

Authorised Person/General Manager/Accredited Certifier
Title of Endorsement
Registration No.
Subdivision Certificate No.
e No.

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

*Delete whichever is inapplicable

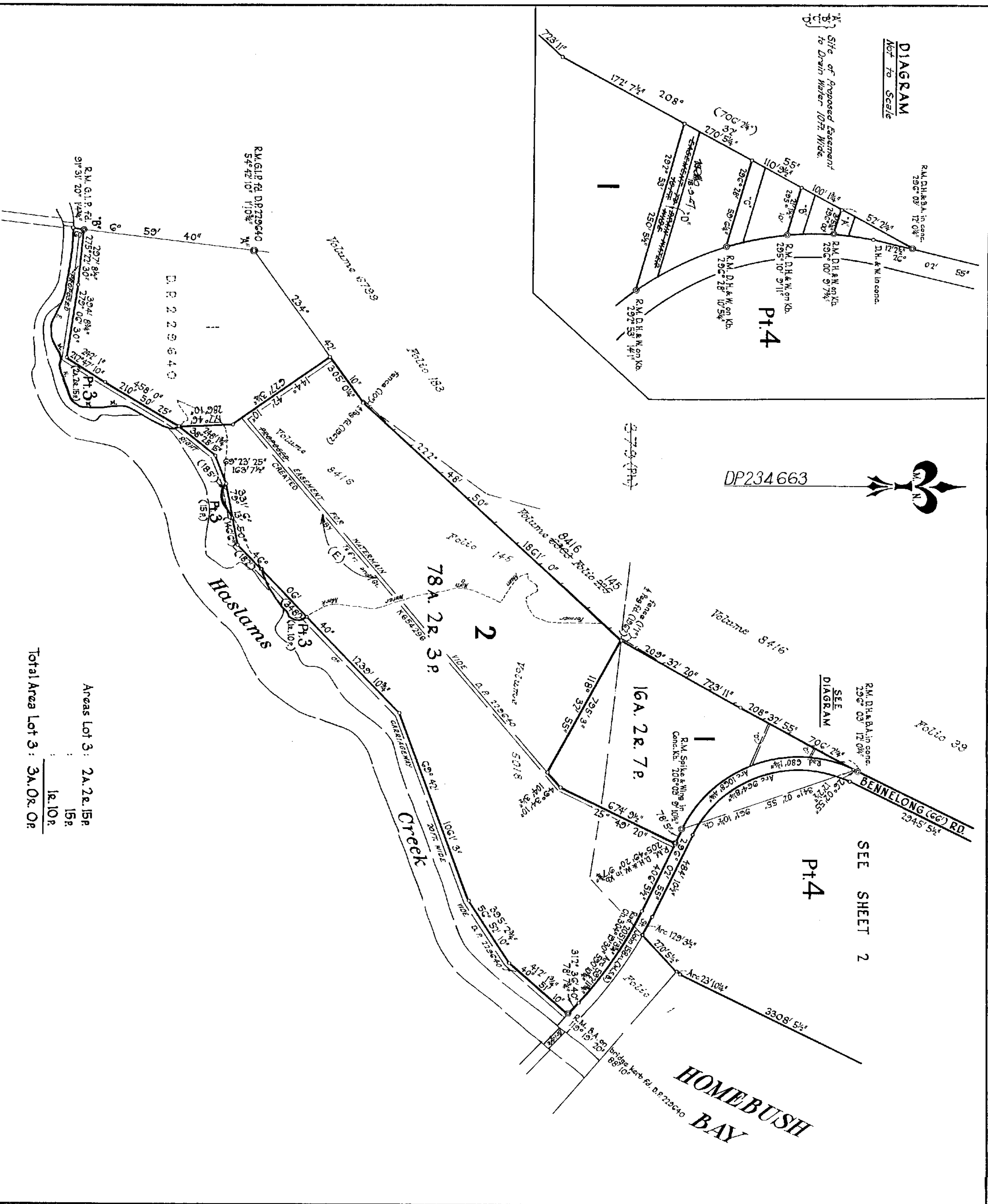


<p>Registered CA 1. 8. 2003</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p> <p>Ref Map: U 0052-63</p> <p>Last Plan: DP1044874</p>	<p>DP1053772</p> <p>PLAN OF EASEMENTS WITHIN LOT 22 IN DP 1044874.</p>	<p>Lengths are in metres. Reduction Ratio: 1: 500</p> <p>LGA: AUBURN</p> <p>Suburb/Locality: HOMEBUSH BAY</p> <p>Parish: ST. JOHN</p> <p>County: CUMBERLAND</p>	<p>This is sheet 1 of my plan in sheets</p> <p>DAVID WALLACE FAIRLIE REGISTERED SURVEYOR 1. 8. 2003 of BONGARILLA, SULLIVAN ISLAND, N.S.W. a surveyor registered under the Surveyors Act 1928 to certify that the survey represented in this plan complies with the Surveyors Act 1928 and was completed on 31.3.2000.</p> <p>(Signature) <i>[Signature]</i> D. Fairlie Surveyor registered under the Surveyors Act 1928 Date: 31.3.2000 Type: Urban / Other</p> <p>Plans used in preparation of survey/development: DP 270320, 1044874.</p>	<p>PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.</p> <p>PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE: 1. EASEMENT TO PERMIT ENCRoACHING STRUCTURE TO REMAIN 1 WIDE (A) 2. EASEMENT TO PERMIT ENCRoACHING STRUCTURE TO REMAIN 3 WIDE (B)</p>
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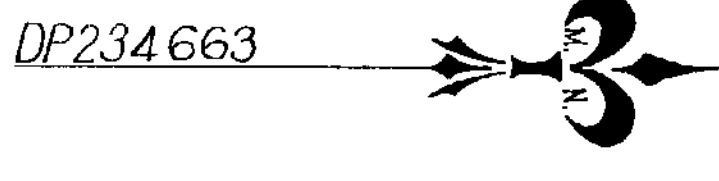
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE 4330-9(A)

WARNING: Plan Drawing only to appear in this space.



Areas Lot 3: 2A.2R.15R
 15R
 1E.10R
 Total Area Lot 3: 3A.0R.0R



Plan Form 3-10 to be used where it is intended to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

DP234663

Registered: 29 Feb 1997

Title System: Torrens

Purpose: Subdivision

Ref. Map: Lidcombe (old) Sht. 2

Last Plan Lidcombe (old) Sht. 2

PLAN OF

subdivision of part of the lands
 comprised in Certificates of Title
 Volume 5018 Folio 1 and
 Volume 8416 Folio 145.

Scale: 400 feet to an inch

Municipality: Auburn

Locality: Homebush Bay

Parish: St. John

County: Cumberland

William Dennis Moore

of Sydney

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1933, and was completed on 12/11/1996.

Signature: [Signature]

Surveyor registered under Surveyors Act, 1929, as amended. Datum: Line of Azimuth.

Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user. (Signatures and Seals to appear in panel provided.)

It is intended to create easements pursuant to Sec 88A of the Conveyancing Act, 1919 as amended in easement to Drain

Watermain 1077.10' wide to show easement.

10/11/1996

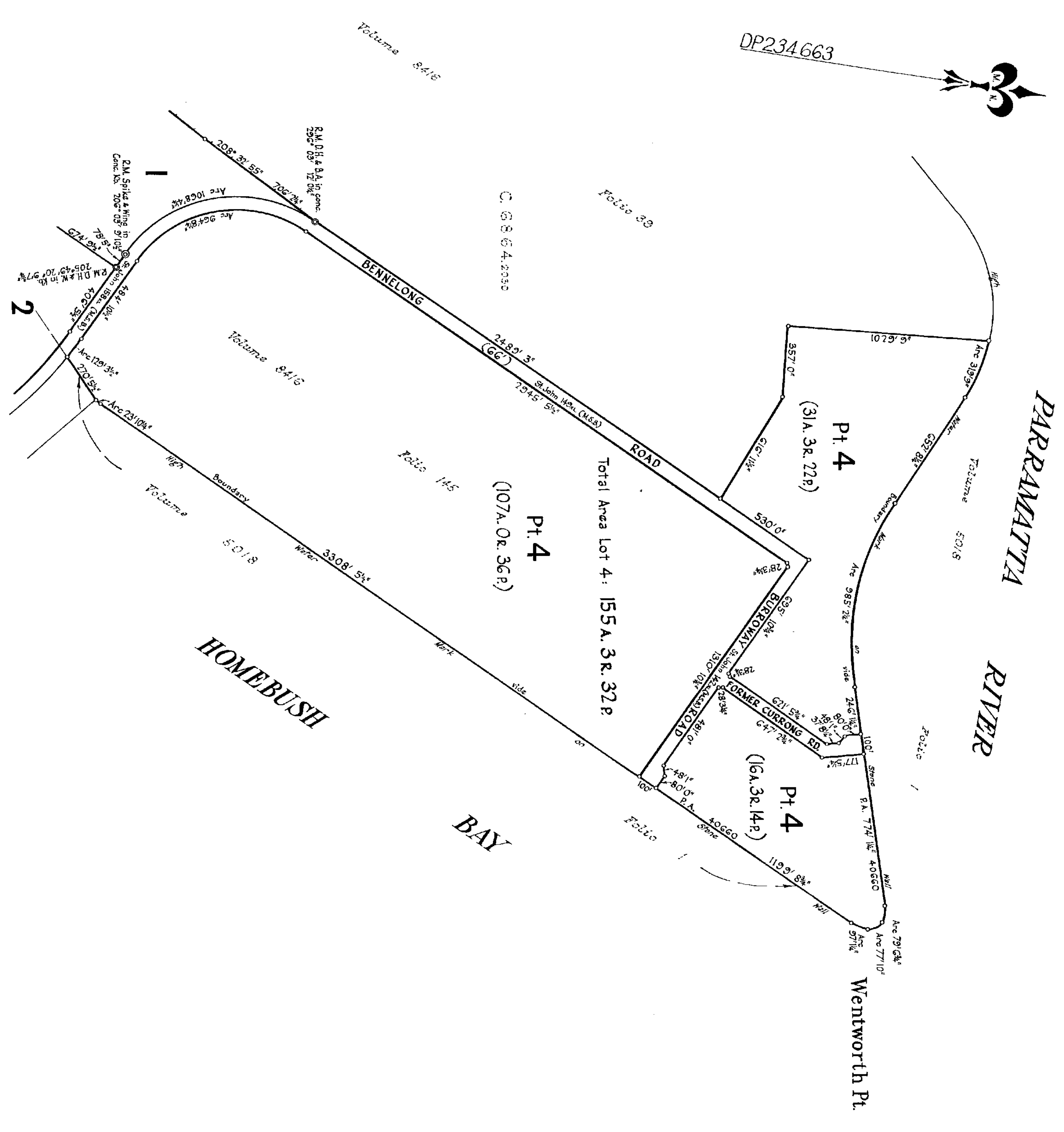
Drawn by: [Signature]
 Examined: M.A. [Signature]
 Officer-in-Charge, Survey Draftsman
 (The Maritime Services Board of NSW)
 Field Books: 2175/2180, 310/311
 Calc. Book: 0/57-58 Plot No. 58/156.

* Strike out either (1) or (2). † Insert date of survey.

WARNING: Plan Drawing only to appear in this space.

Form No. 4 - To be used in conjunction with Forms 2 or 3.

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION.



DP234663

DP234663

Registered: 24th November 1967

This is Sheet 2 of my plan in 2.
 Sheets dated 24th November 1966.

Surveyor registered under Surveyors Act, 1928, as amended:

This is Sheet of the plan of
 Sheets covered by my Certificate No.

..... of
 Council Clerk.

Scale: 400 ft. to an inch

SUPERIOR REFERENCE R.P.639 SHEET 2

Registered: **DP 234663** *2*
 Title System: **Topographic**
 Purpose: **Subdivision**
 Ref. Map: **Lidcombe (old) Sht 2**
 Last Plan: **Lidcombe (old) Sht 2**

PLAN OF
subdivision of part of the lands comprised in Certificates of Title Volume 5018 folio 1 and Volume 8416 folio 445
 Scale: 400 Feet to an inch

Man. ~~Shire~~ **Auburn**
 Locality: **Homobush Bay**
 Parish: **St. John**
 County: **Cumberland**

L. **William Denis Moore**
 of **Sydney**
 a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Regulations, 1933, and was completed on **27-11-1986**.

Signature: *W.D. Moore* **27-11-86**
 Surveyor registered under Surveyors Act, 1929, as amended, within the State of New South Wales.

Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user. (Signatures and Seals to appear in panel provided.)

It is intended to create easements for the Sec 88a of the Conveyancing Act 1919 as amended in favour of the Drainage Board. Also to create easements for the Drainage Board.
W.D. Moore **27-11-86**

Drawn by: *[Signature]*
 Examined: *[Signature]*
 Officer-in-Charge, Survey Division
 (The Maritime Services Board of NSW)
 Field Books: 2173a-2173d
 Civic Book: 0179-98 For the S.D.L.B.G.

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SIGNATURES AND SEALS ONLY.

I hereby certify that—
 (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
 (b) the requirements of section 348 of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended,
 have been complied with by the applicant in relation to the proposed *[insert "new road" or "subdivision" set out herein]*.

Subdivision No.
 Date:

(Signature)
 Council Clerk.

* NOTE:—This part of certificate to be deleted where the application is only for the opening of a new road or where the land to be subdivided is wholly outside the area of operation of the Metropolitan Water Sewerage and Drainage Board.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 234663	SH 1/2	FEET INCHES	METRES
100	10 1/2	10 1/2	3.11
101	10 3/4	10 3/4	3.17
102	11	11	3.35
103	11 1/4	11 1/4	3.41
104	11 1/2	11 1/2	3.48
105	11 3/4	11 3/4	3.54
106	12	12	3.66
107	12 1/4	12 1/4	3.72
108	12 1/2	12 1/2	3.78
109	12 3/4	12 3/4	3.84
110	13	13	3.96
111	13 1/4	13 1/4	4.02
112	13 1/2	13 1/2	4.08
113	13 3/4	13 3/4	4.14
114	14	14	4.26
115	14 1/4	14 1/4	4.32
116	14 1/2	14 1/2	4.38
117	14 3/4	14 3/4	4.44
118	15	15	4.56
119	15 1/4	15 1/4	4.62
120	15 1/2	15 1/2	4.68
121	15 3/4	15 3/4	4.74
122	16	16	4.86
123	16 1/4	16 1/4	4.92
124	16 1/2	16 1/2	4.98
125	16 3/4	16 3/4	5.04
126	17	17	5.16
127	17 1/4	17 1/4	5.22
128	17 1/2	17 1/2	5.28
129	17 3/4	17 3/4	5.34
130	18	18	5.46
131	18 1/4	18 1/4	5.52
132	18 1/2	18 1/2	5.58
133	18 3/4	18 3/4	5.64
134	19	19	5.76
135	19 1/4	19 1/4	5.82
136	19 1/2	19 1/2	5.88
137	19 3/4	19 3/4	5.94
138	20	20	6.06
139	20 1/4	20 1/4	6.12
140	20 1/2	20 1/2	6.18
141	20 3/4	20 3/4	6.24
142	21	21	6.36
143	21 1/4	21 1/4	6.42
144	21 1/2	21 1/2	6.48
145	21 3/4	21 3/4	6.54
146	22	22	6.66
147	22 1/4	22 1/4	6.72
148	22 1/2	22 1/2	6.78
149	22 3/4	22 3/4	6.84
150	23	23	6.96
151	23 1/4	23 1/4	7.02
152	23 1/2	23 1/2	7.08
153	23 3/4	23 3/4	7.14
154	24	24	7.26
155	24 1/4	24 1/4	7.32
156	24 1/2	24 1/2	7.38
157	24 3/4	24 3/4	7.44
158	25	25	7.56
159	25 1/4	25 1/4	7.62
160	25 1/2	25 1/2	7.68
161	25 3/4	25 3/4	7.74
162	26	26	7.86
163	26 1/4	26 1/4	7.92
164	26 1/2	26 1/2	7.98
165	26 3/4	26 3/4	8.04
166	27	27	8.16
167	27 1/4	27 1/4	8.22
168	27 1/2	27 1/2	8.28
169	27 3/4	27 3/4	8.34
170	28	28	8.46
171	28 1/4	28 1/4	8.52
172	28 1/2	28 1/2	8.58
173	28 3/4	28 3/4	8.64
174	29	29	8.76
175	29 1/4	29 1/4	8.82
176	29 1/2	29 1/2	8.88
177	29 3/4	29 3/4	8.94
178	30	30	9.06
179	30 1/4	30 1/4	9.12
180	30 1/2	30 1/2	9.18
181	30 3/4	30 3/4	9.24
182	31	31	9.36
183	31 1/4	31 1/4	9.42
184	31 1/2	31 1/2	9.48
185	31 3/4	31 3/4	9.54
186	32	32	9.66
187	32 1/4	32 1/4	9.72
188	32 1/2	32 1/2	9.78
189	32 3/4	32 3/4	9.84
190	33	33	9.96
191	33 1/4	33 1/4	10.02
192	33 1/2	33 1/2	10.08
193	33 3/4	33 3/4	10.14
194	34	34	10.26
195	34 1/4	34 1/4	10.32
196	34 1/2	34 1/2	10.38
197	34 3/4	34 3/4	10.44
198	35	35	10.56
199	35 1/4	35 1/4	10.62
200	35 1/2	35 1/2	10.68
201	35 3/4	35 3/4	10.74
202	36	36	10.86
203	36 1/4	36 1/4	10.92
204	36 1/2	36 1/2	10.98
205	36 3/4	36 3/4	11.04
206	37	37	11.16
207	37 1/4	37 1/4	11.22
208	37 1/2	37 1/2	11.28
209	37 3/4	37 3/4	11.34
210	38	38	11.46
211	38 1/4	38 1/4	11.52
212	38 1/2	38 1/2	11.58
213	38 3/4	38 3/4	11.64
214	39	39	11.76
215	39 1/4	39 1/4	11.82
216	39 1/2	39 1/2	11.88
217	39 3/4	39 3/4	11.94
218	40	40	12.06
219	40 1/4	40 1/4	12.12
220	40 1/2	40 1/2	12.18
221	40 3/4	40 3/4	12.24
222	41	41	12.36
223	41 1/4	41 1/4	12.42
224	41 1/2	41 1/2	12.48
225	41 3/4	41 3/4	12.54
226	42	42	12.66
227	42 1/4	42 1/4	12.72
228	42 1/2	42 1/2	12.78
229	42 3/4	42 3/4	12.84
230	43	43	12.96
231	43 1/4	43 1/4	13.02
232	43 1/2	43 1/2	13.08
233	43 3/4	43 3/4	13.14
234	44	44	13.26
235	44 1/4	44 1/4	13.32
236	44 1/2	44 1/2	13.38
237	44 3/4	44 3/4	13.44
238	45	45	13.56
239	45 1/4	45 1/4	13.62
240	45 1/2	45 1/2	13.68
241	45 3/4	45 3/4	13.74
242	46	46	13.86
243	46 1/4	46 1/4	13.92
244	46 1/2	46 1/2	13.98
245	46 3/4	46 3/4	14.04
246	47	47	14.16
247	47 1/4	47 1/4	14.22
248	47 1/2	47 1/2	14.28
249	47 3/4	47 3/4	14.34
250	48	48	14.46
251	48 1/4	48 1/4	14.52
252	48 1/2	48 1/2	14.58
253	48 3/4	48 3/4	14.64
254	49	49	14.76
255	49 1/4	49 1/4	14.82
256	49 1/2	49 1/2	14.88
257	49 3/4	49 3/4	14.94
258	50	50	15.06
259	50 1/4	50 1/4	15.12
260	50 1/2	50 1/2	15.18
261	50 3/4	50 3/4	15.24
262	51	51	15.36
263	51 1/4	51 1/4	15.42
264	51 1/2	51 1/2	15.48
265	51 3/4	51 3/4	15.54
266	52	52	15.66
267	52 1/4	52 1/4	15.72
268	52 1/2	52 1/2	15.78
269	52 3/4	52 3/4	15.84
270	53	53	15.96
271	53 1/4	53 1/4	16.02
272	53 1/2	53 1/2	16.08
273	53 3/4	53 3/4	16.14
274	54	54	16.26
275	54 1/4	54 1/4	16.32
276	54 1/2	54 1/2	16.38
277	54 3/4	54 3/4	16.44
278	55	55	16.56
279	55 1/4	55 1/4	16.62
280	55 1/2	55 1/2	16.68
281	55 3/4	55 3/4	16.74
282	56	56	16.86
283	56 1/4	56 1/4	16.92
284	56 1/2	56 1/2	16.98
285	56 3/4	56 3/4	17.04
286	57	57	17.16
287	57 1/4	57 1/4	17.22
288	57 1/2	57 1/2	17.28
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292	58 1/2	58 1/2	17.58
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295	59 1/4	59 1/4	17.82
296	59 1/2	59 1/2	17.88
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299	60 1/4	60 1/4	18.12
300	60 1/2	60 1/2	18.18
301	60 3/4	60 3/4	18.24
302	61	61	18.36
303	61 1/4	61 1/4	18.42
304	61 1/2	61 1/2	18.48
305	61 3/4	61 3/4	18.54
306	62	62	18.66
307	62 1/4	62 1/4	18.72
308	62 1/2	62 1/2	18.78
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310	63	63	18.96
311	63 1/4	63 1/4	19.02
312	63 1/2	63 1/2	19.08
313	63 3/4	63 3/4	19.14
314	64	64	19.26
315	64 1/4	64 1/4	19.32
316	64 1/2	64 1/2	19.38
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318	65	65	19.56
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322	66	66	19.86
323	66 1/4	66 1/4	19.92
324	66 1/2	66 1/2	19.98
325	66 3/4	66 3/4	20.04
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331	68 1/4	68 1/4	20.52
332	68 1/2	68 1/2	20.58
333	68 3/4	68 3/4	20.64
334	69	69	20.76
335	69 1/4	69 1/4	20.82
336	69 1/2	69 1/2	20.88
337	69 3/4	69 3/4	20.94
338	70	70	21.06
339	70 1/4	70 1/4	21.12
340	70 1/2	70 1/2	21.18
341	70 3/4	70 3/4	21.24
342	71	71	21.36
343	71 1/4	71 1/4	21.42
344	71 1/2	71 1/2	21.48
345	71 3/4	71 3/4	21.54
346	72	72	21.66
347	72 1/4	72 1/4	21.72
348	72 1/2	72 1/2	21.78
349	72 3/4	72 3/4	21.84
350	73	73	21.96
351	73 1/4	73 1/4	22.02
352	73 1/2	73 1/2	22.08
353	73 3/4	73 3/4	22.14
354	74	74	22.26
355	74 1/4	74 1/4	22.32
356	74 1/2	74 1/2	22.38
357	74 3/4	74 3/4	22.44
358	75	75	22.56
359	75 1/4	75 1/4	22.62
360	75 1/2	75 1/2	22.68
361	75 3/4	75 3/4	

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 (DOC.1)

Lengths are in metres:

(Sheet 1 of 15 sheets)

DP271179

Plan of Subdivision of Lot 3 in
 DP776611 and Lot 22 in DP 1044874
 covered by Subdivision Certificate
 no. *SC/179/2018* dated *25/09/18*

**Full name and address
 of the owner of the Land**

Wentworth Point 1 Pty Ltd
 ACN 605 294 844
 127 Fairford Road
 Padstow NSW 2211

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 support and shelter (whole of lots)	1 2 3 4 5 6	2,3,4,5,6 1,3,4,5,6 1,2,4,5,6 1,2,3,5,6 1,2,3,4,6 1,2,3,4,5
2	Easement for services (whole of lots)	1 2 3 4 5 6	2,3,4,5,6 1,3,4,5,6 1,2,4,5,6 1,2,3,5,6 1,2,3,4,6 1,2,3,4,5
3	Easement for Fire Egress (whole of lots)	1 2 3 4 5 6	2,3,4,5,6 1,3,4,5,6 1,2,4,5,6 1,2,3,5,6 1,2,3,4,6 1,2,3,4,5



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 Authorised Delegate
 City of Parramatta Council

Plan:

(Sheet 2 of 15 sheets)

DP271179

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:
4	Easement for access to shared facilities (whole of lots)	1 2 3 4 5 6	2,3,4,5,6 1,3,4,5,6 1,2,4,5,6 1,2,3,5,6 1,2,3,4,6 1,2,3,4,5
5	Easement for construction (whole of lots)	1 2 3 4 5 6	2,3,4,5,6 1,3,4,5,6 1,2,4,5,6 1,2,3,5,6 1,2,3,4,6 1,2,3,4,5
6	Easement for Garbage Collection variable width Limited in Stratum (E2)	4 6	City of Parramatta Council
7	Easement for use (garbage collection) variable width Limited in Stratum (E3)	4 5 6	2,3,5,6 2,3,4,6 2,3,4,5
8	Right of way variable width Limited in Stratum (E4)	4 5 6	2,3,5,6,1 2,3,4,6,1 2,3,4,5,1
9	Right of way variable width Limited in Stratum (E5)	3	1,2,4,5,6
10	Restriction on the Use of Land (Car parking Spaces)	1, 2, 3, 4, 5, 6	City of Parramatta Council
11	Easement for Use of Loading Dock variable width Limited in Stratum (E6)	4	2, 3, 5, 6
12	Easement for Public Access (whole of lot)	1	1/270320, City of Parramatta Council

Part 2 (Terms)

1. Easement for support and shelter (whole of lots) numbered one on the plan

- 1.1 The Burdened Owner grants the Benefited Owner a full, free and unimpeded right to have each and every part of any building or structure within the Benefited Lot supported, upheld and maintained vertically and

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 Authorised Delegate
 City of Parramatta Council

ePlan (DOC.1)

Plan:

(Sheet 3 of 15 sheets)

DP271179

horizontally by the soil of (where applicable) and each structure on, the Burdened Lot or any part of it which is capable of affording support.

- 1.2 The Burdened Owner grants the Benefited Owner the right of shelter:
 - (a) by all such other parts of any building or structure on the Burdened Lot as are capable of affording shelter; and
 - (b) of all such other parts of any building or structure on the Benefited Lot as are capable of being sheltered by the building or structure on the Burdened Lot.
- 1.3 The Benefited Owner must not do or allow to be done anything to damage or interfere with the support and shelter granted by the Burdened Lot.
- 1.4 In this easement, **structure** includes piles, floors, steps and staircases, brick walls, the ends of flooring boards, joists, bearers, columns, iron, steel, timber, reinforced concrete and other materials already inserted and or used in the structure of any part of any building or structure on the Benefited Lot.

2. Easement for services (whole of lots) numbered two on the plan

- 2.1 The Benefited Owner may:
 - (a) pass Services through, over and under the Burdened Lot, including along or through a pipe or conduit (whether existing or new), relating to a Service that is from time to time within or reasonably required to pass through the Burdened Lot;
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Burdened Lot, and
 - (ii) taking anything on to the lot Burdened Lot burdened, and
 - (iii) carrying out work, such as repairing or replacing the Services or inspecting, constructing, cleaning, placing, repairing, maintaining, renewing or replacing pipes, poles, wires, cables, conduits, structures and equipment.
- 2.2 In exercising those powers, the Benefited Owner must:
 - (a) provide the Burdened Owner with at least 7 days' written notice of its intention to exercise its rights under this easement, except in the case of an emergency when no notice is required;
 - (b) ensure all work is done properly;
 - (c) cause as little inconvenience as is practicable to the Burdened Owner and any occupier of the Burdened Lot;



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Authorised Delegate
City of Parramatta Council

Plan:

(Sheet 4 of 15 sheets)

DP271179

- (d) cause as little damage as is practicable to the Burdened Lot and any improvement on it;
 - (e) restore the Burdened Lot as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.
- 2.3 Ancillary to the grant of this easement, the Burdened Owner grants to the Benefited Owner an easement for the support of those Services.
- 2.4 For the purposes of this easement, **Services** includes supply of water, gas, electricity, telephone, internet and television and discharge of sewage, sullage, other fluid wastes and stormwater.
- 3. Easement for fire egress (whole of lots) numbered three on the plan**
 - 3.1 The Benefited Owner has the right, in an emergency, consistent with the rights of other persons having the same or similar rights, to:
 - (a) pass across those parts of the Burdened Lot capable of being used for that purpose, including fire stairs and passages, in order to exit the Benefited Lot; and
 - (b) use any emergency equipment located on the Burdened Lot.
 - 3.2 In exercising rights under this easement, the Benefited Owner must:
 - (a) cause as little inconvenience as is practicable to the Burdened Owner and any occupier of the Burdened Lot;
 - (b) only use emergency equipment for the purpose for which it was intended; and
 - (c) cause as little damage as is practicable to the Burdened Lot and any improvement on it.
- 4. Easement for access to shared facilities (whole of lots) numbered four on the plan**
 - 4.1 The Benefited Owner has the right to:
 - (a) access and use Shared Facilities as reasonably required; and
 - (b) access the Burdened Lot for the purpose of using Shared Facilities.
 - 4.2 In exercising rights under this easement, the Benefited Owner must:
 - (a) cause as little inconvenience as is practicable to the Burdened Owner and any occupier of the Burdened Lot;
 - (b) only use a Shared Facility for the purpose for which it was intended; and


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Authorised Delegate
City of Parramatta Council

Plan:

(Sheet 5 of 15 sheets)

DP271179

- (c) cause as little damage as is practicable to the Burdened Lot and any improvement on it.

4.3 For the purposes of this easement, **Shared Facilities** means any facilities located on any part of the Lot Burdened used by or to benefit a Benefited Owner or the Benefited Lot.

5. Easement for construction (whole of lots) numbered five on the plan

5.1 The Benefited Owner may:

- (a) use the Burdened Lot for the purpose of carrying out all necessary construction on the Benefited Lot, which cannot otherwise reasonably be carried out without such access;
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Burdened Lot;
 - (ii) taking anything onto the Burdened Lot; and
 - (iii) creating access from the Benefited Lot to any part of the Burdened Lot, in accordance with any approval; and

5.2 In exercising those powers, the Benefited Owner must:

- (a) provide the Burdened Owner with at least 7 days' written notice of its intention to exercise its rights under this easement, except in the case of an emergency when no notice is required;
- (b) ensure all work is done properly and carried out as quickly as possible;
- (c) cause as little inconvenience as is practicable to the Burdened Owner and any occupier of the Burdened Lot;
- (d) cause as little damage as is practicable to the Burdened Lot and any improvement on it;
- (e) restore the Burdened Lot as nearly as is practicable to its former condition; and
- (f) make good any collateral damage.

5.3 Without in any way limiting clause 5.1, the right of the Benefited Owner to do the following is included in this easement:

- (a) install ground anchors under the Burdened Lot;
- (b) swing a crane over any part of the Burdened Lot, with or without a load;



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Authorised Delegate
City of Parramatta Council

Plan:

(Sheet 6 of 15 sheets)

DP271179

- (c) install scaffolding on or over any part of the Burdened Lot reasonably required;
- (d) make noise at times and within limits permitted by Council; and
- (e) create dust which reasonably results from the development of the Benefited Lot.

5.4 All rights and obligations under this easement will be extinguished without notice in respect of a Benefited Lot on the day that is 3 months after the day that the last final occupation certificate is issued by the relevant authority for the entire On The Waterfront development.

5.5 The Benefited Owner and the Burdened Owner both agree to sign all documents and do all things necessary to give effect to clause 5.4 so that this easement can be removed from the folio of the Burdened Lot upon demand by the Burdened Owner. Each party will pay its own costs in connection with all documents in connection with this clause, and the Burdened Owner will pay any registration or lodgment fees.

6. Easement for garbage collection variable width limited in stratum (E2) numbered six on the plan

6.1 The Burdened Owner must allow Council, its servants and agents to enter upon the Burdened Lot and to operate vehicles and other equipment for the purpose of garbage and recycling collection, and to collect that garbage and recycling.

6.2 In the absence of negligence on the part of Council, its servants or agents, Council will not be liable for any damage caused to the Burdened Lot by reason of the operation of vehicles and other equipment for the purpose of garbage and recycling collection.

6.3 Name of authority empowered to vary, modify or release the easement numbered 6 is on the Plan is City of Parramatta Council.

7. Easement for use (garbage collection) variable width Limited in Stratum (E3) numbered seven on the plan

7.1 The Benefited Owner has an unrestricted right:

- (a) to go, pass and repass on foot, with wheelchairs or other disabled aids including assistance animals, but excluding other vehicles, over the easement area to place common household rubbish and recyclable materials in the garbage receptacles located in the easement area; and
- (b) to inspect the easement area,

subject to:
- (c) the Benefited Owner only using the easement for lawful purposes;



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Authorised Delegate
City of Parramatta Council

ePlan (DOC.1)

Plan:

(Sheet 7 of 15 sheets)

DP271179

- (d) the Benefited Owner not unreasonably interfering with the enjoyment of the Burdened Lot; and
- (e) the Benefited Owner restoring the Burdened Lot as near as practical to its original condition if there is any damage or disturbance caused to it.

8. Right of way variable width Limited in Stratum (E4) numbered eight on the plan

Full and free right for the Benefited Owner, and every person authorised by the Benefited Owner, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the Benefited Lot.

9. Right of way variable width Limited in Stratum (E5) numbered nine on the plan

Full and free right for the Benefited Owner, and every person authorised by the Benefited Owner, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the Benefited Lot.

10. Restriction on the Use of Land (Car Parking Spaces) numbered ten on the plan

10.1 The on site car parking spaces, exclusive of service and visitor spaces, are not to be used by those other than the occupant or tenant of the subject building. Any occupant, tenant, lessee or registered proprietor of the development site or part thereof shall not enter into an agreement to lease, licence or transfer ownership of any car parking spaces to those other than an occupant, tenant or lessee in the building.

10.2 Name of authority empowered to vary, modify or release Restriction on the Use of Land numbered 10 on the Plan is City of Parramatta Council

11. Easement for Use of Loading Dock variable width and limited in stratum (E6) numbered eleven on the plan

11.1 The Benefited Owner has an unrestricted right, consistent with the rights of other persons having the same or similar rights, to use the Loading Dock to unload or transport furniture, large objects or deliveries to or from a lot, subject to the conditions of this instrument and any SMS of a strata scheme of which the Benefited Owner is a member, provided that the Benefited Owner must:

- (a) cause as little disturbance and inconvenience as practicable to the Burdened Owner or any other person authorised to use a Loading Dock;
- (b) take all reasonable precautions to ensure no damage is caused to the Loading Dock or any other part of the Burdened Lot;



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Authorised Delegate
City of Parramatta Council

Plan:

(Sheet 8 of 15 sheets)

DP271179

- (c) not allow vehicles to stand in a Loading Dock for longer than is reasonably necessary for the unloading of delivered items and collection of items;
- (d) leave the Loading Dock in a neat, tidy and sanitary condition; and
- (e) comply with the SMS and all rules made by and directions of the Management Committee about the use of the Loading Dock.

11.2 Subject to any Rules made under the SMS, a Benefited Owner must pre-book a time for the use of a Loading Dock with the Management Committee or any facilities manager appointed by the Management Committee.

12. Easement for Public Access (whole of lot) numbered twelve on the plan

12.1 The Burdened Owner grants to the Benefited Owner, City of Parramatta Council and any persons authorised by it (including members of the public), the full and free right to go, pass and repass over the Burdened Lot at all times, subject to the terms of this instrument.

12.2 The rights granted under this instrument:

- (a) are subject to the right of the Burdened Owner and other persons lawfully entitled to use the Burdened Lot from time to time, to use, or continue to use the Burdened Lot in any manner that does not prevent the exercise of the rights granted in this instrument;
- (b) may be exercised within a footpath, on foot, with bicycles (wheeled not ridden) or using wheelchairs or disabled access aids but otherwise without vehicles;
- (c) may be exercised with or without animals; and
- (d) may be exercised on the road only with a vehicle of gross weight not exceeding 3 tonnes.

12.3 The Burdened Owner must:

- (a) provide subjacent support to the persons permitted to traverse across the Burdened Lot during the currency of this easement;
- (b) take out and maintain all relevant insurances that a prudent owner would maintain in respect of the Burdened Lot (including public risk insurance);



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Authorised Delegate
City of Parramatta Council

Plan:

(Sheet 9 of 15 sheets)

DP271179

- (c) maintain, clean and keep in good repair the Burdened Lot and carry out work within the Burdened Lot, including constructing, placing and maintaining trafficable surfaces, driveways, pylons and structures and ensure all such work is done properly;
 - (d) ensure that any overhanging structures above the Burdened Lot are maintained and do not impact on the use of this easement; and
 - (e) make good any collateral damage.
- 12.4 If the Burdened Owner fails to comply with its obligations under clauses 12.3 (a) to (e) then City of Parramatta Council has the right at any time to give a written notice to the Burdened Owner requiring compliance with those obligations.
- 12.5 If the Burdened Owner fails to comply with a written notice given under clause 12.4 within a reasonable time after its service, having regard to the nature of the action required, then City of Parramatta Council has the right, but not the obligation, to carry out works on the Burdened Lot and do anything else reasonably necessary to remedy the failure to comply specified in the notice and recover the costs from the Burdened Owner as a debt immediately due and payable.
- 12.6 Subject to clause 12.7, before undertaking any action under clause 12.5, including the carrying out works on the Burdened Lot, City of Parramatta Council must provide the Burdened Owner:
- (a) with reasonable prior notice of its intention to enter the Burdened Lot to exercise its rights under clause 12.5; and
 - (b) a schedule of works to be carried out on the Burdened Lot.
- 12.7 City of Parramatta Council is not obliged to comply with clause 12.6 where, in the opinion of City of Parramatta Council, reasonably held, there is an emergency.
- 12.8 When exercising rights under this easement, members of the public must:
- (a) comply with the reasonable directions on any signage erected on the Burdened Lot; and



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Authorised Delegate
City of Parramatta Council

ePlan (DOC.1)

Plan:

(Sheet 10 of 15 sheets)

DP271179

- (b) cause as little inconvenience as is practicable to the Burdened Owner.

12.9 Members of the public must not park or stand a vehicle on the Burdened Lot, except where expressly permitted.

12.10 Name of Authority empowered to release, vary or modify the EASEMENT FOR PUBLIC ACCESS (WHOLE OF LOT): City of Parramatta Council.

13. Interpretation

13.1 In this Instrument:

- (a) **Benefited Lot** means the lot shown in Part 1 of this Instrument as benefited by the relevant easement, right of way or restriction.
- (b) **Benefited Owner** means the person entitled to an estate or interest in the relevant Benefited Lot and if the Benefited Owner is an owners corporation, then where relevant, this includes members of the relevant owners corporation.
- (c) **Burdened Lot** means the lot shown in Part 1 of this Instrument as burdened by the relevant easement, right of way or restriction.
- (d) **Burdened Owner** means the person entitled to an estate or interest in the relevant Burdened Lot and if the Burdened Owner is an owners




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Authorised Delegate
City of Parramatta Council

Plan:
DP271179

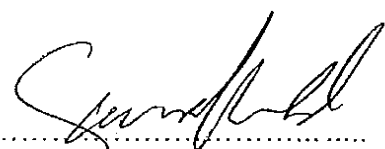
corporation, then where relevant, this includes members of the relevant owners corporation.

- (e) **Loading Dock** means loading dock(s) located in the Burdened Lot's car park.
- (f) **Management Committee** means the management committee created under clause 4 of the SMS.
- (g) **Service** has the same meaning as in section 107(8) of the *Strata Schemes Development Act 2015*.
- (h) **SMS** means a strata management statement registered on the title of the Benefited Owner.


EXECUTED by)
Wentworth Point 1 Pty Ltd)
ACN 605 294 844)
in accordance with Section 127)
of the Corporations Act)


.....
Signature of Director

Bilal El-Cheikh
.....
NAME (please print)


.....
Signature of Director/secretary

Sajah Hammoud
.....
NAME (please print)


.....
Authorised Delegate
City of Parramatta Council

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ePlan (DOC.1)

(Sheet 12 of 15 sheets)

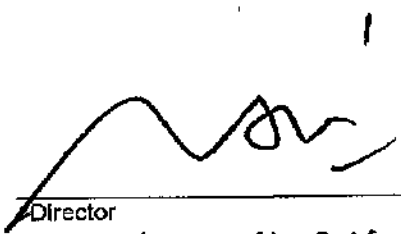
Plan:

DP271179

Mortgagee:

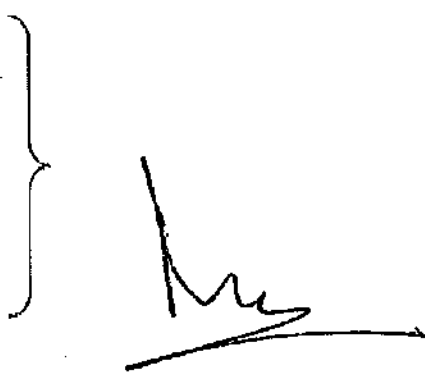
THP AUSTRALIA CAPITAL SDN BHD

The Common Seal of THP AUSTRALIA CAPITAL
SDN BHD (Company No. 1077431-M) was
hereunto duly affixed in the presence of:



Director

Name: *Roszqi Othman*
NRIC No. *540927-09-5007*



Director/Secretary

Name: *Anuarifaei Mustapa*
NRIC No. *731170-06-5693*

Address: Level 20, Bangunan TH Selborn, 153, Jalan Tun Razak, Kuala Lumpur, Malaysia

Fax No: +603 2687 3322

Attention: Anuarifaei Mustapa

.....
Authorised Delegate
City of Parramatta Council

ePlan (DOC.1)

Plan:

(Sheet 13 of 15 sheets)

DP271179

Mortgagee:

Signed sealed and delivered for and on behalf of

Maybank Investment Bank Berhad

by its duly authorised Attorney under

Power of Attorney Book 4692 No 50



Signature of Witness

WONG KOK JOW

Full Name of Witness



Signature of Attorney

V. SARASWATHY AIP VARADARAJAN

Full Name of Attorney

MAYBANK INVESTMENT BANK BERHAD

Address of Witness

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Authorised Delegate
City of Parramatta Council

2

ePlan (DOC.1)

Plan:

(Sheet 4 of 15 sheets)

DP271179

Mortgagee:

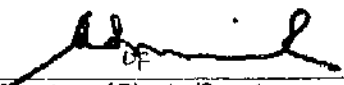
Executed by THP Treasury Pty Ltd ACN 614 610 463

in accordance with s127 of the Corporations Act 2001



Signature of Director

Roszali Othman
Name of Director



Signature of Director/Secretary

Mohd Fazliah Mohd Ali
Name of Director/Secretary

.....
Authorised Delegate
City of Parramatta Council


ePlan (DOC.1)

Plan: (Sheet 15 of 15 sheets)

DP271179

City of Parramatta Council by its authorised delegate pursuant to s377 Local Government Act 1993

Executed by Parramatta City Council
In the presence of:


.....
Signature of authorised delegate

CLAIRE STEPHENS
.....
Name of authorised delegate

A/UNIT MGR - DBM
.....
Position of authorised delegate


I certify that I am an eligible witness and that
an authorised delegate of City of Parramatta
Council signed this dealing in my presence:

Fva Cosentino
.....
Signature of witness

FVA COSENTINO
.....
Name of witness

126 COWLEY ST
.....
Address of witness *PARRAMATTA.*

Note: s117 of the *Real Property Act 1900* requires that you must have known the
signatory for more than 12 months or have sighted identifying documentation


.....
Authorised Delegate
City of Parramatta Council

REGISTERED		11.10.2018
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919
 (Document 2)

Lengths are in metres:

(Sheet 1 of 15 sheets)

Plan: **DP271179**

Plan of Subdivision of Lot 6 in
 DP271179
 Covered By *SC/75/2019*
 Dated *30/5/2019*

Full name and address
 of the owner of the Land

WENTWORTH POINT 1 PTY LTD
 ACN 805 294 844
 127 Fairford Road
 Padstow NSW 2211

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 SUPPORT AND SHELTER (WHOLE OF LOTS)	7 8 9 10	8,9,10 7,9,10 7,8,10 7,8,9
2	EASEMENT FOR SERVICES (WHOLE OF LOTS)	7 8 9 10	8,9,10 7,9,10 7,8,10 7,8,9
3	EASEMENT FOR FIRE EGRESS (WHOLE OF LOTS)	7 8 9 10	8,9,10 7,9,10 7,8,10 7,8,9
4	EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS)	7 8 9 10	8,9,10 7,9,10 7,8,10 7,8,9
5	EASEMENT FOR CONSTRUCTION (WHOLE OF LOTS)	7 8 9 10	8,9,10 7,9,10 7,8,10 7,8,9
6	RESTRICTION ON THE USE OF LAND (CAR PARKING SPACES) (WHOLE OF LOTS)	7 8 9 10	CITY OF PARRAMATTA COUNCIL

M. Heston
 General Manager/Authorised Delegate
 City of Parramatta Council

(Document 2)

Lengths are in metres:

(Sheet 2 of 15 sheets)

Plan: **DP271179**

Plan of Subdivision of Lot 8 in
 DP271179 *SC/76/2019*

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit & pender, reservation 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:
7	RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (E7)	7 8 9	SP88432 (CP & Lots 1-36 incl.), SP88433 (CP & Lots 1-59 incl.), SP88434 (CP & Lots 1-40 incl.), 8, 9, 10 SP88432 (CP & Lots 1-36 incl.), SP88433 (CP & Lots 1-59 incl.), SP88434 (CP & Lots 1-40 incl.), 7, 9, 10 SP88432 (CP & Lots 1-36 incl.), SP88433 (CP & Lots 1-59 incl.), SP88434 (CP & Lots 1-40 incl.), 7, 8, 10
8	RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (E8)	7 8 9	8,9 7,9 7,8
9	EASEMENT TO USE LIFT VARIABLE WIDTH LIMITED IN STRATUM (E9)	7 8	SP88432 (CP & Lots 1-36 incl.), SP88433 (CP & Lots 1-59 incl.), SP88434 (CP & Lots 1-40 incl.), 8, 9, 10 SP88432 (CP & Lots 1-36 incl.), SP88433 (CP & Lots 1-59 incl.), SP88434 (CP & Lots 1-40 incl.), 7, 9, 10
10	EASEMENT TO USE STAIRS VARIABLE WIDTH LIMITED IN STRATUM (E10)	7 8	SP88432 (CP & Lots 1-36 incl.), SP88433 (CP & Lots 1-59 incl.), SP88434 (CP & Lots 1-40 incl.), 8, 9, 10 SP88432 (CP & Lots 1-36 incl.), SP88433 (CP & Lots 1-59 incl.), SP88434 (CP & Lots 1-40 incl.), 7, 9, 10
11	EASEMENT FOR ENCROACHMENT VARIABLE WIDTH LIMITED IN STRATUM (E11)	7, 8	7, 8 9
12	RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (E12)	7 8	SP88432 (CP & Lots 1-36 incl.), SP88433 (CP & Lots 1-59 incl.), SP88434 (CP & Lots 1-40 incl.), 8, 9, 10 SP88432 (CP & Lots 1-36 incl.), SP88433 (CP & Lots 1-59 incl.), SP88434 (CP & Lots 1-40 incl.), 7, 9, 10
13	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E13)	7, 8	10

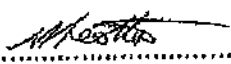
M. Coates
 General Manager/Authorised Delegate
 City of Parramatta Council

Lengths are in metres:
Plan: **DP271179**

(Document 2)
(Sheet 3 of 16 sheets)
Plan of Subdivision of Lot 6 in
DP271179 *SC/75/2019*

Part 2 (Terms)

1. **Easement for support and shelter (whole of lots) numbered one on the plan**
 - 1.1 The Burdened Owner grants the Benefited Owner a full, free and unimpeded right to have each and every part of any building or structure within the Benefited Lot supported, upheld and maintained vertically and horizontally by the soil of (where applicable) and each structure on, the Burdened Lot or any part of it which is capable of affording support.
 - 1.2 The Burdened Owner grants the Benefited Owner the right of shelter:
 - (a) by all such other parts of any building or structure on the Burdened Lot as are capable of affording shelter; and
 - (b) of all such other parts of any building or structure on the Benefited Lot as are capable of being sheltered by the building or structure on the Burdened Lot.
 - 1.3 The Benefited Owner must not do or allow to be done anything to damage or interfere with the support and shelter granted by the Burdened Lot.
 - 1.4 In this easement, structure includes plies, floors, steps and staircases, brick walls, the ends of flooring boards, joists, bearers, columns, iron, steel, timber, reinforced concrete and other materials already inserted and or used in the structure of any part of any building or structure on the Benefited Lot.
2. **Easement for services (whole of lots) numbered two on the plan**
 - 2.1 The Benefited Owner may:
 - (a) pass Services through, over and under the Burdened Lot, including along or through a pipe or conduit (whether existing or new), relating to a Service that is from time to time within or reasonably required to pass through the Burdened Lot;


.....
General-Manager/Authorised Delegate
City of Parramatta Council
60642_2 66B

Lengths are in metres:

Plan: **DP271179**

(Document 2)

(Sheet 4 of 15 sheets)

Plan of Subdivision of Lot 6 in
DP271179 SC/75/2019

- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Burdened Lot, and
 - (ii) taking anything on to the lot Burdened Lot burdened, and
 - (iii) carrying out work, such as repairing or replacing the Services or inspecting, constructing, cleaning, placing, repairing, maintaining, renewing or replacing pipes, poles, wires, cables, conduits, structures and equipment.

2.2 In exercising those powers, the Benefited Owner must:

- (a) provide the Burdened Owner with at least 7 days' written notice of its intention to exercise its rights under this easement, except in the case of an emergency when no notice is required;
- (b) ensure all work is done properly;
- (c) cause as little inconvenience as is practicable to the Burdened Owner and any occupier of the Burdened Lot;
- (d) cause as little damage as is practicable to the Burdened Lot and any improvement on it;
- (e) restore the Burdened Lot as nearly as is practicable to its former condition; and
- (f) make good any collateral damage.

2.3 Ancillary to the grant of this easement, the Burdened Owner grants to the Benefited Owner an easement for the support of those Services.

2.4 For the purposes of this easement, *Services* includes supply of water, gas, electricity, telephone, internet and television and discharge of sewage, siltage, other fluid wastes and stormwater.


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General Manager/Authorised Delegate
City of Parramatta Council

Lengths are in metres:

Plan: **DP271179**

(Document 2)

(Sheet 5 of 15 sheets)

Plan of Subdivision of Lot 6 in

DP271179 *5/75/20/4*

3. Easement for fire egress (whole of lots) numbered three on the plan

3.1 The Benefited Owner has the right, in an emergency, consistent with the rights of other persons having the same or similar rights, to:

(a) pass across those parts of the Burdened Lot capable of being used for that purpose, including fire stairs and passages, in order to exit the Benefited Lot; and

(b) use any emergency equipment located on the Burdened Lot.

3.2 In exercising rights under this easement, the Benefited Owner must:

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

(b) only use emergency equipment for the purpose for which it was intended; and

(c) cause as little damage as is practicable to the Burdened Lot and any improvement on it.

4. Easement for access to shared facilities (whole of lots) numbered four on the plan

4.1 The Benefited Owner has the right to:


(a) access and use Shared Facilities as reasonably required; and

(b) access the Burdened Lot for the purpose of using Shared Facilities.

4.2 In exercising rights under this easement, the Benefited Owner must:

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

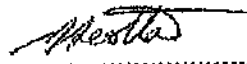
(b) only use a Shared Facility for the purpose for which it was intended; and


.....
General Manager/Authorised Delegate
City of Parramatta Council

Lengths are in metres:
Plan: **DP271179**

(Document 2)
(Sheet 6 of 15 sheets)
Plan of Subdivision of Lot 6 in
DP271179 *SC/75/2019*

- (c) cause as little damage as is practicable to the Burdened Lot and any improvement on it.
- 4.3 For the purposes of this easement, *Shared Facilities* means any facilities located on any part of the Lot Burdened used by or to benefit a Benefited Owner or the Benefited Lot.
- 5. **Easement for construction (whole of lots) numbered five on the plan**
 - 5.1 The Benefited Owner may:
 - (a) use the Burdened Lot for the purpose of carrying out all necessary construction on the Benefited Lot, which cannot otherwise reasonably be carried out without such access;
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Burdened Lot;
 - (ii) taking anything onto the Burdened Lot; and
 - (iii) creating access from the Benefited Lot to any part of the Burdened Lot, in accordance with any approval; and
 - 5.2 In exercising those powers, the Benefited Owner must:
 - (a) provide the Burdened Owner with at least 7 days' written notice of its intention to exercise its rights under this easement, except in the case of an emergency when no notice is required;
 - (b) ensure all work is done properly and carried out as quickly as possible;
 - (c) cause as little inconvenience as is practicable to the Burdened Owner and any occupier of the Burdened Lot;
 - (d) cause as little damage as is practicable to the Burdened Lot and any improvement on it;


.....
General Manager/Authorised Delegate
City of Parramatta Council
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Lengths are in metres:

Plan: **DP271179**

(Document 2)
(Sheet 7 of 15 sheets)

Plan of Subdivision of Lot 6 in
DP271179 *SC78/2019*

- (e) restore the Burdened Lot as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.
- 5.3 Without in any way limiting clause 5.1, the right of the Benefited Owner to do the following is included in this easement:
- (a) install ground anchors under the Burdened Lot;
 - (b) swing a crane over any part of the Burdened Lot, with or without a load;
 - (c) install scaffolding on or over any part of the Burdened Lot reasonably required;
 - (d) make noise at times and within limits permitted by Council; and
 - (e) create dust which reasonably results from the development of the Benefited Lot.
- 5.4 All rights and obligations under this easement will be extinguished without notice in respect of a Benefited Lot on the day that is 3 months after the day that the last final occupation certificate is issued by the relevant authority for the entire On The Waterfront development.
- 5.5 The Benefited Owner and the Burdened Owner both agree to sign all documents and do all things necessary to give effect to clause 5.4 so that this easement can be removed from the folio of the Burdened Lot upon demand by the Burdened Owner. Each party will pay its own costs in connection with all documents in connection with this clause, and the Burdened Owner will pay any registration or lodgement fees.
6. **Restriction on the Use of Land (Car Parking Spaces) (Whole of Lots) numbered six on the plan**
- 6.1 The on site car parking spaces, exclusive of service and visitor spaces, are not to be used by those other than the occupant or tenant of the subject building. Any occupant, tenant, lessee or registered proprietor of the development site or part thereof shall not enter into an agreement to lease, licence or transfer ownership of any car parking spaces to those other than an occupant, tenant or lessee in the building.


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General Manager/Authorised Delegate
City of Parramatta Council

(Document 2)

Lengths are in metres:

(Sheet 8 of 15 sheets)

Plan: **DP271179**

Plan of Subdivision of Lot 6 in
DP271179 *SC/75/2019*

6.2 Name of authority empowered to vary, modify or release
Restriction on the Use of Land numbered 6 on the Plan is City of
Parramatta Council

7. **Right of way variable width Limited in Stratum (E7) numbered seven on the plan**

Full and free right for the Benefited Owner, and every person authorised by the Benefited Owner, to go, pass and repass over the part of the Burdened Lot shown on the plan and marked (E7) for all purposes with or without animals or vehicles or both to and from the Benefited Lot.

8. **Right of footway variable width Limited in Stratum (E8) numbered eight on the plan**


Full and free right for the Benefited Owner, and every person authorised by the Benefited Owner, to go, pass and repass over the part of the Burdened Lot shown on the plan and marked (E8), at all times and for all purposes without vehicles and with or without animals to and from the Benefited Lot.

9. **Easement to use Lift variable width Limited in Stratum (E9) numbered nine on the plan**

Full and free right for the Benefited Owner, and every person authorised by the Benefited Owner, to use the lift located on the part of the Burdened Lot shown on the plan and marked (E9), to go, pass and repass at all times and for all purposes to and from the Benefited Lot.

10. **Easement to use Stairs variable width Limited in Stratum (E10) numbered ten on the plan**

Full and free right for the Benefited Owner, and every person authorised by the Benefited Owner, to use the stairs located on the part of the Burdened Lot shown on the plan and marked (E10), to go, pass and repass at all times and for all purposes to and from the Benefited Lot.


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General Manager/Authorised Delegate
City of Parramatta Council

Lengths are in metres:

Plan: **DP271179**

(Document 2)
(Sheet 9 of 15 sheets)

Plan of Subdivision of Lot 6 in
DP271179 *SC/75/2019*

11. Easement for Encroachment variable width Limited in Stratum (E11) numbered eleven on the plan

11.1 The Burdened Owner must:

- (a) permit the encroaching structure within the area marked (E11) on the plan to remain on the Lot Burdened;
- (b) not do or allow anything to be done to damage or interfere with the Encroaching Structure; and
- (c) keep the Encroaching Structure in good repair and safe condition.

11.2 The Burdened Owner may insist that this easement be extinguished when the Encroaching Structure is removed.

11.3 The Burdened Owner must not do or allow anything to be done to damage or interfere with the Encroaching Structure.

12. Right of footway variable width Limited in Stratum (E12) numbered twelve on the plan

Full and free right for the Benefited Owner, and every person authorised by the Benefited Owner, to go, pass and repass over the part of the Burdened Lot shown on the plan and marked (E12), at all times and for all purposes without vehicles and with or without animals to and from the Benefited Lot.

13. Easement for access variable width Limited in Stratum (E13) numbered thirteen on the plan

13.1 The Benefited Owner has the right to access the part of the Burdened Lot shown on the plan and marked (E13).

13.2 In exercising rights under this easement, the Benefited Owner must:

- (a) cause as little inconvenience as is practicable to the Burdened Owner and any occupier of the Burdened Lot; and
- (b) cause as little damage as is practicable to the Burdened Lot and any improvement on it.


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General Manager/Authorised Delegate
City of Parramatta Council

Lengths are in metres:

(Document 2)
(Sheet 10 of 15 sheets)

Plan: **DP271179**

Plan of Subdivision of Lot 6 in
DP271179 *SC/75/2019*

14. Interpretation

14.1 In this instrument:

- (a) **Benefited Lot** means the lot shown in Part 1 of this instrument as benefited by the relevant easement, right of way or restriction.
- (b) **Benefited Owner** means the person entitled to an estate or interest in the relevant Benefited Lot and if the Benefited Owner is an owners corporation, then where relevant, this includes members of the relevant owners corporation.
- (c) **Burdened Lot** means the lot shown in Part 1 of this instrument as burdened by the relevant easement, right of way or restriction.
- (d) **Burdened Owner** means the person entitled to an estate or interest in the relevant Burdened Lot and if the Burdened Owner is an owners corporation, then where relevant, this includes members of the relevant owners corporation.
- (e) **Encroaching Structure** means the structure which may form part of the adjoining building, subject to design and construction.


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General Manager/Authorised Delegate
City of Parramatta Council

(Document 2)

(Sheet 11 of 15 sheets)

Lengths are in metres:

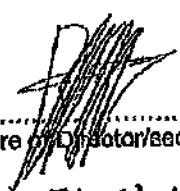
Plan: **DP271179**

Plan of Subdivision of Lot 6 in
DP271179 SC75/2019

EXECUTED by
WENTWORTH POINT 1 PTY LTD
ACN 605 294 844
in accordance with Section 127
of the Corporations Act


.....
Signature of Director

Sajah Hamwood
.....
NAME (please print)


.....
Signature of Director/secretary
Bilal El-Chetch
.....
NAME (please print)



(Document 2)

(Sheet 12 of 15 sheets)

Lengths are in metres:

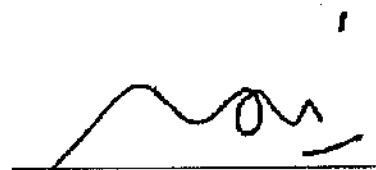
Plan: **DP271179**

Plan of Subdivision of Lot 6 in
DP271179 50/75/20/9

MORTGAGEE:

THP AUSTRALIA CAPITAL SDN BHD

The Common Seal of THP AUSTRALIA CAPITAL SDN BHD (Company No. 1077431-M) was hereunto duly affixed in the presence of:



Director

Name: **ROSZALI OTHMAN**

NRIC No. **54 09 29-09-5007**



Director/Secretary

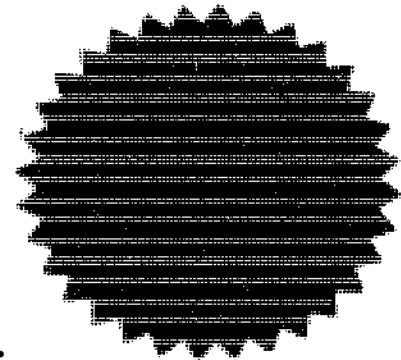
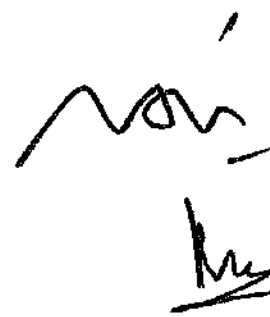
Name: **ANUARFAEL MUSTAPA**

NRIC No. **731120-06-5693**

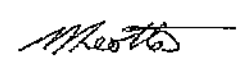
Address: Level 20, Bangunan TH Seiborn, 153, Jalan Tun Razak, Kuala Lumpur, Malaysia

Fax No: +603 2687 3322

Attention: Anuarfael Mustapa



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IN NSW LRS




Lengths are in metres:
Plan: **DP271179**

(Document 2)
(Sheet 13 of 15 sheets)
Plan of Subdivision of Lot 6 in
DP271179 *SC/75/2019*

MORTGAGEE:


Signed sealed and delivered for and on behalf of
Maybank Investment Bank Berhad
By its duly authorised Attorney under
Power of Attorney Book 4692 No. 50



Signature of Witness

WONG KOK TEU

Full Name of Witness



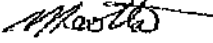
Signature of Attorney

V. SARASWATHY AIP VARADARAJAN

Full Name of Attorney

MAYBANK INVESTMENT BANK BERHAD

Address of Witness



Lengths are in metres:

Plan: **DP271179**

(Document 2)

(Sheet 14 of 16 sheets)

Plan of Subdivision of Lot 8 in
DP271179 SC/75/2019

MORTGAGEE:

Executed by THP Treasury Pty Ltd ACN 614 610 463
in accordance with s127 of the Corporations Act 2001



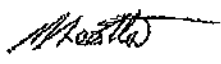
Signature of Director

ROSZALI OTHMAN
Name of Director



Signature of Director/Secretary

MOHD FADILLAH MOHD ALI
Name of Director/Secretary



(Document 2)
(Sheet 15 of 15 sheets)

Lengths are in metres:
Plan: **DP271179**

Plan of Subdivision of Lot 6 in
DP271179 5/75/2019

City of Parramatta Council by its authorised delegate pursuant to s377 Local
Government Act 1993

Executed by City of Parramatta Council
in the presence of:

Mark Lotta
.....
Signature of authorised delegate

MARK LOTTA
.....
Name of authorised delegate

GROUP MANAGER DEVELOPMENT & TRAFFIC
.....
Position of authorised delegate

I certify that I am eligible witness and that
an authorised delegate of City of Parramatta
Council signed this dealing in my presence:

Eva Correnti
.....
Signature of witness

EVA CORRENTI
.....
Name of witness

126 CHURCH ST Parramatta
.....
Address of witness

Note: s117 of the Real Property Act 1900 requires that you must have known the signatory for more
than 12 months or have signed identifying documentation.

REGISTERED  8.7.2019

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

Lengths are in metres: (DOCUMENT 3)
 Plan: **DP271179** (Sheet 1 of 15 sheets)

Plan of Subdivision of Lot 9 in
 DP271179
 Covered By *SC/150/2019*
 Dated *26.9.19*

Full name and address of the owner of the Land
 Wentworth Point 1 Pty Ltd
 ACN 605 294 844
 127 Fairford Road
 PADSTOW NSW 2211

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 support and shelter (whole of Lots)	11 12 13 14	12, 13, 14 11, 13, 14 11, 12, 14 11, 12, 13
2	Easement for Services (Whole of lots)	11 12 13 14	12, 13, 14 11, 13, 14 11, 12, 14 11, 12, 13
3	Easement for Fire Egress (Whole of Lots)	11 12 13 14	12, 13, 14 11, 13, 14 11, 12, 14 11, 12, 13
4	Easement for access to shared facilities (Whole of lots)	11 12 13 14	12, 13, 14 11, 13, 14 11, 12, 14 11, 12, 13
5	Easement for Construction (Whole of Lots)	11 12 13 14	12, 13, 14 11, 13, 14 11, 12, 14 11, 12, 13


 General Manager/Authorised Delegate
 City of Parramatta Council

(DOCUMENT 3)

Lengths are in metres:

(Sheet 2 of 15 sheets)

Plan: **DP271179**

Plan of Subdivision of Lot 9 in DP271179

Covered By ... *SC/150/2019*

Dated ... *26.9.19*

Part 1 (Creation) continued

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:
6	Right of Way variable width limited in stratum (E14)	14 11	11, 12, 13, SP98432 (CP & Lots 1-36 incl.), SP98433 (CP & Lots 1-59 incl.), SP98434 (CP & Lots 1-40 incl.), SP98608 (CP & Lots 1-69 incl.), SP98609 (CP & Lots 1-69 incl.) 12, 13, 14, SP98432 (CP & Lots 1-36 incl.), SP98433 (CP & Lots 1-59 incl.), SP98434 (CP & Lots 1-40 incl.), SP98608 (CP & Lots 1-69 incl.), SP98609 (CP & Lots 1-69 incl.)
7	Right of Footway variable width limited in stratum (E15)	11 12 14	12, 13, 14, SP98432 (CP & Lots 1-36 incl.), SP98433 (CP & Lots 1-59 incl.), SP98434 (CP & Lots 1-40 incl.), SP98608 (CP & Lots 1-69 incl.), SP98609 (CP & Lots 1-69 incl.) 11, 13, 14, SP98432 (CP & Lots 1-36 incl.), SP98433 (CP & Lots 1-59 incl.), SP98434 (CP & Lots 1-40 incl.), SP98608 (CP & Lots 1-69 incl.), SP98609 (CP & Lots 1-69 incl.) 11, 12, 13, SP98432 (CP & Lots 1-36 incl.), SP98433 (CP & Lots 1-59 incl.), SP98434 (CP & Lots 1-40 incl.), SP98608 (CP & Lots 1-69 incl.), SP98609 (CP & Lots 1-69 incl.)

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 General Manager/Authorised Delegate
 City of Parramatta Council

(DOCUMENT 3)

Lengths are in metres:


(Sheet 3 of 15 sheets)

Plan: **DP271179**

Plan of Subdivision of Lot 9 in DP271179
 Covered By *SC/150/2019*
 Dated *26.9.19*

Part 1 (Creation) continued

8	Easement for Bicycle storage variable width limited in stratum (E16)	11	12, 13, 14, SP98432 (CP & Lots 1-36 incl.), SP98433 (CP & Lots 1-59 incl.), SP98434 (CP & Lots 1-40 incl.), SP98608 (CP & Lots 1-69 incl.), SP98609 (CP & Lots 1-69 incl.)
		12	11, 13, 14, SP98432 (CP & Lots 1-36 incl.), SP98433 (CP & Lots 1-59 incl.), SP98434 (CP & Lots 1-40 incl.), SP98608 (CP & Lots 1-69 incl.), SP98609 (CP & Lots 1-69 incl.)
		14	11, 12, 13, SP98432 (CP & Lots 1-36 incl.), SP98433 (CP & Lots 1-59 incl.), SP98434 (CP & Lots 1-40 incl.), SP98608 (CP & Lots 1-69 incl.), SP98609 (CP & Lots 1-69 incl.)
9	Easement for Use (Podium) (E17) <i>^</i> VARIABLE WIDTH LIMITED IN STRATUM <i>26/10/2019</i>	13	11, 12, 14, SP98432 (CP & Lots 1-36 incl.), SP98433 (CP & Lots 1-59 incl.), SP98434 (CP & Lots 1-40 incl.), SP98608 (CP & Lots 1-69 incl.), SP98609 (CP & Lots 1-69 incl.)
10	Easement for Public Access and Parking variable width limited in Stratum (E18)	13	City of Parramatta Council



 General Manager/Authorised Delegate
 City of Parramatta Council

(DOCUMENT 3)

Lengths are in metres:

(Sheet 4 of 15 sheets)

Plan: **DP271179**

Plan of Subdivision of Lot 9 in DP271179

Covered By 30/10/2019

Dated 26.9.19

Part 2 (Terms)

1. Easement for support and shelter (whole of lots) numbered one on the plan

- 1.1 The Burdened Owner grants the Benefited Owner a full, free and unimpeded right to have each and every part of any building or structure within the Benefited Lot supported, upheld and maintained vertically and horizontally by the soil of (where applicable) and each structure on, the Burdened Lot or any part of it which is capable of affording support.
- 1.2 The Burdened Owner grants the Benefited Owner the right of shelter:
- (a) by all such other parts of any building or structure on the Burdened Lot as are capable of affording shelter; and
 - (b) of all such other parts of any building or structure on the Benefited Lot as are capable of being sheltered by the building or structure on the Burdened Lot.
- 1.3 The Benefited Owner must not do or allow to be done anything to damage or interfere with the support and shelter granted by the Burdened Lot.
- 1.4 In this easement, **structure** includes piles, floors, steps and staircases, brick walls, the ends of flooring boards, joists, bearers, columns, iron, steel, timber, reinforced concrete and other materials already inserted and or used in the structure of any part of any building or structure on the Benefited Lot.

2. Easement for services (whole of lots) numbered two on the plan

- 2.1 The Benefited Owner may:
- (a) pass Services through, over and under the Burdened Lot, including along or through a pipe or conduit (whether existing or new), relating to a Service that is from time to time within or reasonably required to pass through the Burdened Lot;
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Burdened Lot, and
 - (ii) taking anything on to the lot Burdened, and
 - (iii) carrying out work, such as repairing or replacing the Services or inspecting, constructing, cleaning, placing, repairing, maintaining, renewing or replacing pipes, poles, wires, cables, conduits, structures and equipment.

2.2 In exercising those powers, the Benefited Owner must:

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General Manager/Authorised Delegate
City of Parramatta Council

(DOCUMENT 3)

Lengths are in metres:

(Sheet 5 of 15 sheets)

Plan: **DP271179**

Plan of Subdivision of Lot 9 in DP271179

Covered By *BC/150/2019*

Dated *26.9.19*

- (a) provide the Burdened Owner with at least 7 days' written notice of its intention to exercise its rights under this easement, except in the case of an emergency when no notice is required;
- (b) ensure all work is done properly;
- (c) cause as little inconvenience as is practicable to the Burdened Owner and any occupier of the Burdened Lot;
- (d) cause as little damage as is practicable to the Burdened Lot and any improvement on it;
- (e) restore the Burdened Lot as nearly as is practicable to its former condition; and
- (f) make good any collateral damage.

2.3 Ancillary to the grant of this easement, the Burdened Owner grants to the Benefited Owner an easement for the support of those Services.

2.4 For the purposes of this easement, **Services** includes supply of water, gas, electricity, telephone, internet and television and discharge of sewage, sullage, other fluid wastes and stormwater.

3. Easement for fire egress (whole of lots) numbered three on the plan

3.1 The Benefited Owner has the right, in an emergency, consistent with the rights of other persons having the same or similar rights, to:

- (a) pass across those parts of the Burdened Lot capable of being used for that purpose, including fire stairs and passages, in order to exit the Benefited Lot; and
- (b) use any emergency equipment located on the Burdened Lot.

3.2 In exercising rights under this easement, the Benefited Owner must:

- (a) cause as little inconvenience as is practicable to the Burdened Owner and any occupier of the Burdened Lot;
- (b) only use emergency equipment for the purpose for which it was intended; and
- (c) cause as little damage as is practicable to the Burdened Lot and any improvement on it.

.....
General Manager/Authorised Delegate
City of Parramatta Council

(DOCUMENT 3)

Lengths are in metres:

(Sheet 6 of 15 sheets)

Plan: **DP271179**

Plan of Subdivision of Lot 9 in DP271179
Covered By 30/150/2019
Dated 26.9.19.

4. Easement for access to shared facilities (whole of lots) numbered four on the plan

4.1 The Benefited Owner has the right to:

- (a) access and use Shared Facilities as reasonably required; and
- (b) access the Burdened Lot for the purpose of using Shared Facilities.

4.2 In exercising rights under this easement, the Benefited Owner must:

- (a) cause as little inconvenience as is practicable to the Burdened Owner and any occupier of the Burdened Lot;
- (b) only use a Shared Facility for the purpose for which it was intended; and
- (c) cause as little damage as is practicable to the Burdened Lot and any improvement on it.

4.3 For the purposes of this easement, **Shared Facilities** means any facilities located on any part of the Lot Burdened used by or to benefit a Benefited Owner or the Benefited Lot.


5. Easement for construction (whole of lots) numbered five on the plan

5.1 The Benefited Owner may:

- (a) use the Burdened Lot for the purpose of carrying out all necessary construction on the Benefited Lot, which cannot otherwise reasonably be carried out without such access;
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Burdened Lot;
 - (ii) taking anything onto the Burdened Lot; and
 - (iii) creating access from the Benefited Lot to any part of the Burdened Lot, in accordance with any approval; and

5.2 In exercising those powers, the Benefited Owner must:

- (a) provide the Burdened Owner with at least 7 days' written notice of its intention to exercise its rights under this easement, except in the case of an emergency when no notice is required;
- (b) ensure all work is done properly and carried out as quickly as possible;


.....
General Manager/Authorised Delegate
City of Parramatta Council

(DOCUMENT 3)

Lengths are in metres:

(Sheet 7 of 15 sheets)

Plan: **DP271179**

Plan of Subdivision of Lot 9 in DP271179
Covered By *SC/150/2019*
Dated *26.9.19.*

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

5.3 Without in any way limiting clause 5.1, the right of the Benefited Owner to do the following is included in this easement:

- (a) install ground anchors under the Burdened Lot;
- (b) swing a crane over any part of the Burdened Lot, with or without a load;
- (c) install scaffolding on or over any part of the Burdened Lot reasonably required;
- (d) make noise at times and within limits permitted by Council; and
- (e) create dust which reasonably results from the development of the Benefited Lot.

5.4 All rights and obligations under this easement will be extinguished without notice in respect of a Benefited Lot on the day that is 3 months after the day that the last final occupation certificate is issued by the relevant authority for the entire On The Waterfront development.

5.5 The Benefited Owner and the Burdened Owner both agree to sign all documents and do all things necessary to give effect to clause 5.4 so that this easement can be removed from the folio of the Burdened Lot upon demand by the Burdened Owner. Each party will pay its own costs in connection with all documents in connection with this clause, and the Burdened Owner will pay any registration or lodgement fees.

6. Right of way variable width Limited in Stratum (E14) numbered six on the plan

Full and free right for the Benefited Owner, and every person authorised by the Benefited Owner, to go, pass and repass over the part of the Burdened Lot shown on the plan and marked (E14) for all purposes with or without animals or vehicles or both to and from the Benefited Lot.


.....
General Manager/Authorised Delegate
City of Parramatta Council

(DOCUMENT 3)

Lengths are in metres:

(Sheet 8 of 15 sheets)

Plan: **DP271179**

Plan of Subdivision of Lot 9 in DP271179
Covered By 5/1/50/2019
Dated 26.9.19.

7. Right of footway variable width Limited in Stratum (E15) numbered seven on the plan

Full and free right for the Benefited Owner, and every person authorised by the Benefited Owner, to go, pass and repass over the part of the Burdened Lot shown on the plan and marked (E15), at all times and for all purposes without vehicles and with or without animals to and from the Benefited Lot.

8. Easement for bicycle storage variable width Limited in Stratum (E16) numbered eight on the plan

8.1 The Benefited Owner, and every person authorised by the Benefited Owner, has the right to use the part of the Burdened Lot shown on the plan and marked (E16) for the storage of bicycles. This right includes the right to use any associated structure on that part of the Burdened Lot to assist with the storage of bicycles (such as a bike rack).

8.2 In exercising rights under this easement, the Benefited Owner must:

- (a) cause as little inconvenience as is practicable to the Burdened Owner and any occupier of the Burdened Lot; and
- (b) cause as little damage as is practicable to the Burdened Lot and any improvement on it.

8.3 Name of authority empowered to vary, modify or release Restriction on the Use of Land numbered 9 on the Plan is City of Parramatta Council.

VARIABLE WIDTH LIMITED IN STRATUM

18/1/2019

9. Easement for Use (Podium) (E17) numbered nine on the plan


9.1 The Benefited Owner, and every person authorised by the Benefited Owner, has the right to access, use, go, pass and repass over the part of the Burdened Lot shown on the plan and marked E17, at all times on foot with or without animals.

9.2 In exercising rights under this easement, the Benefited Owner must:

- (a) cause as little inconvenience as is practicable to the Burdened Owner and any occupier of the Burdened Lot; and
- (b) cause as little damage as is practicable to the Burdened Lot and any improvement on it.

10. Easement for Public Access and Parking variable width Limited in Stratum (E18) numbered ten on the plan

10.1 The Burdened Owner grants to the Benefited Owner, City of Parramatta Council and any persons authorised by it (including members of the public), the full and free right to go, pass and repass over the Burdened Lot at all times, subject to the terms of this instrument.


.....
General Manager/Authorised Delegate
City of Parramatta Council

(DOCUMENT 3)

Lengths are in metres:

(Sheet 9 of 15 sheets)

Plan: **DP271179**

Plan of Subdivision of Lot 9 in DP271179

Covered By *SC/150/2019*

Dated *26.9.19*

10.2 The rights granted under this instrument:

- (a) are subject to the right of the Burdened Owner and other persons lawfully entitled to use the Burdened Lot from time to time, to use, or continue to use the Burdened Lot in any manner that does not prevent the exercise of the rights granted in this instrument;
- (b) may be exercised within a footpath, on foot, with bicycles (wheeled not ridden) or using wheelchairs or disabled access aids but otherwise without vehicles;
- (c) may be exercised with or without animals; and
- (d) may be exercised on the road only with a vehicle of gross weight not exceeding 3 tonnes.

10.3 The Burdened Owner must:

- (a) provide subjacent support to the persons permitted to traverse across the Burdened Lot during the currency of this easement;
- (b) take out and maintain all relevant insurances that a prudent owner would maintain in respect of the Burdened Lot (including public risk insurance);
- (c) maintain, clean and keep in good repair the Burdened Lot and carry out work within the Burdened Lot, including constructing, placing and maintaining trafficable surfaces, driveways, pylons and structures and ensure all such work is done properly;
- (d) ensure that any overhanging structures above the Burdened Lot are maintained and do not impact on the use of this easement; and
- (e) make good any collateral damage.

10.4 If the Burdened Owner fails to comply with its obligations under clauses 10.3 (a) to (e) then City of Parramatta Council has the right at any time to give a written notice to the Burdened Owner requiring compliance with those obligations.

10.5 If the Burdened Owner fails to comply with a written notice given under clause 10.4 within a reasonable time after its service, having regard to the nature of the action required, then City of Parramatta Council has the right, but not the obligation, to carry out works on the Burdened Lot and do anything else reasonably necessary to remedy the failure to comply specified in the notice and recover the costs from the Burdened Owner as a debt immediately due and payable.

.....
General Manager/Authorised Delegate
City of Parramatta Council

(DOCUMENT 3)

Lengths are in metres:

(Sheet 10 of 15 sheets)

Plan: **DP271179**

Plan of Subdivision of Lot 9 in DP271179
Covered By *SC/150/2019*
Dated *26.9.19*

- 10.6 Subject to clause 10.7, before undertaking any action under clause 10.5, including the carrying out works on the Burdened Lot, City of Parramatta Council must provide the Burdened Owner:
- (a) with reasonable prior notice of its intention to enter the Burdened Lot to exercise its rights under clause 10.5; and
 - (b) a schedule of works to be carried out on the Burdened Lot.
- 10.7 City of Parramatta Council is not obliged to comply with clause 10.6 where, in the opinion of City of Parramatta Council, reasonably held, there is an emergency.
- 10.8 When exercising rights under this easement, members of the public must:
- (a) comply with the reasonable directions on any signage erected on the Burdened Lot; and
 - (b) cause as little inconvenience as is practicable to the Burdened Owner.
- 10.9 Members of the public must not park or stand a vehicle on the Burdened Lot, except where expressly permitted.
- 10.10 Name of Authority empowered to release, vary or modify this EASEMENT FOR PUBLIC ACCESS AND PARKING VARIABLE WIDTH LIMITED IN STRATUM: City of Parramatta Council.

11. Interpretation

11.1 In this Instrument:

- (a) **Benefited Lot** means the lot shown in Part 1 of this Instrument as benefited by the relevant easement, right of way or restriction.
- (b) **Benefited Owner** means the person entitled to an estate or interest in the relevant Benefited Lot and if the Benefited Owner is an owners corporation, then where relevant, this includes members of the relevant owners corporation.
- (c) **Burdened Lot** means the lot shown in Part 1 of this Instrument as burdened by the relevant easement, right of way or restriction.
- (d) **Burdened Owner** means the person entitled to an estate or interest in the relevant Burdened Lot and if the Burdened Owner is an owners corporation, then where relevant, this includes members of the relevant owners corporation.


.....
General Manager/Authorised Delegate
City of Parramatta Council

(DOCUMENT 3)

(Sheet 11 of 15 sheets)

Lengths are in metres:

Plan: **DP271179**

Plan of Subdivision of Lot 9 in DP271179

Covered By *SC/150/2019*

Dated *26.9.19*

EXECUTED by
WENTWORTH POINT 1 PTY LTD
ACN 605 294 844
in accordance with Section 127
of the Corporations Act

)
)
)
)
)

.....
Signature of Director

.....
Signature of Director/secretary

Bilal El-cheikh

Sarah Haward

.....
NAME (please print)

.....
NAME (please print)

.....
General Manager/Authorised Delegate
City of Parramatta Council

(DOCUMENT 3)
(Sheet 12 of 15 sheets)

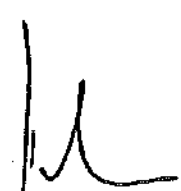

Lengths are in metres:
Plan: **DP271179**

Plan of Subdivision of Lot 9 in DP271179
Covered By SC/150/2019
Dated 26.9.19

MORTGAGEE:

THP AUSTRALIA CAPITAL SDN BHD

The Common Seal of **THP AUSTRALIA CAPITAL SDN BHD** (Company No. 1077431-M) was hereunto duly affixed in the presence of:

 _____ Director	 _____ Director/Secretary
Name: AMANHURI MAHMUD NRIC No. 640519-08-6257	Name: ANUARIFAEI MUSTAPA NRIC No. 731120-06-5693

Address: Level 20, Bangunan TH Selborn, 153, Jalan Tun Razak, Kuala Lumpur, Malaysia
Fax No: +603 2687 3322
Attention: Anuarifaei Mustapa

(DOCUMENT 3)
(Sheet 13 of 15 sheets)

Lengths are in metres:

Plan: **DP271179**

Plan of Subdivision of Lot 9 in DP271179
Covered By SC/150/2019
Dated 26.9.2019

MORTGAGEE:

Signed sealed and delivered for and on behalf of
Maybank Investment Bank Berhad
By its duly authorised Attorney under
Power of Attorney Book 4692 No 50



Signature of Witness

SUSAN CHIA

Full Name of Witness



Signature of Attorney

V. SARASWATHY

Full Name of Attorney

MAYBANK INVESTMENT BANK BERHAD (15938-H)

Address of Witness

(DOCUMENT 3)
(Sheet 14 of 15 sheets)

Lengths are in metres:

Plan: **DP271179**

Plan of Subdivision of Lot 9 in DP271179
Covered By ... *SC/150/2019*
Dated *26.9.2019*

MORTGAGEE:

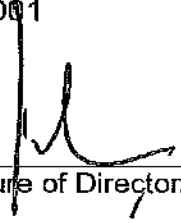
Executed by **THP Treasury Pty Ltd ACN 614 610 463**
in accordance with s127 of the Corporations Act 2001



Signature of Director

MOHD FAZILLAH MOHD AY

Name of Director



Signature of Director/Secretary

OAMANHURI MAHMUD

Name of Director/Secretary

(DOCUMENT 3)


(Sheet 15 of 15 sheets)

Lengths are in metres:

Plan: **DP271179**

Plan of Subdivision of Lot 9 in DP271179
Covered By 32/11/30/2019
Dated 26.9.19.

City of Parramatta Council by its authorised delegate pursuant to s377 Local Government Act 1993


..... (Signature of delegate)

CLAIRE STEPHENS.
..... (Name of delegate)

POSITION: MGR-DA

I certify that I am an eligible witness and that the delegate signed in my presence

(Signature of Witness) *Eva Cosentino*
.....

(Name of Witness) *EVA COSENTINO*
.....

(Address of Witness) *126 CHURCH ST PARRAMATTA*
.....

Note: s117 of the *Real Property Act 1900* requires that you must have known the signatory for more than 12 months or have signed identifying documentation.

REGISTERED  4.10.2019

.....
General Manager/Authorised Delegate
City of Parramatta Council

Instrument setting out terms of easement 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 2

DP1044874

Plan:

Plan of sub division of lot 2 in DP 776611
Subdivision certificate no. 224-08-01

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

Payce Properties Pty Limited ACN 008 644 611
c/ Level 2
320 Liverpool Road
ASHFIELD NSW 2131

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s):	Benefited lot(s):
1.	Easement to drain water [*] and pits (A). <i>*over existing line of pipes</i>	21/DP	22/DP
2.	Easement for access (B).	22/DP	21/DP and 3/DP776611

Part 2 (Terms)

1. Terms of easement firstly referred to in the plan

Full and free right for persons entitled to the benefited lot from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through the burden lot. Together with the right to use, for the purposes of the easement, any line of pipes already laid within the burdened lot to drain water or any pipe or pipes in replacement or in substitution therefor. ~~If no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the burdened land.~~ Together with the right for the grantee and every person authorised by the grantee, with any tools, implements, or machinery, necessary for the purpose to enter upon the burdened lot and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the burdened lot to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the burdened lot and will restore that surface as nearly as practicable to its original condition.

DP1044874

Instrument setting out terms of easement 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 2 of 2

2. Terms of easement secondly referred to in the plan

Full and free right of access for every person to enter into any road, public areas or areas of public enjoyment within the burdened lot from the benefited lots.

EXECUTED BY SUNCORP-METWAY LIMITED

SUNCORP-METWAY Ltd. A.C.N.
010 831 722 BY ITS ATTORNEY
GLENN ANTHONY CHENEY

WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

[Signature]
.....
[Signature]
.....
WITNESS

EXECUTED in accordance with the constitution of PAYCE
PROPERTIES PTY LIMITED by its 2 directors or secretary
and director:

[Signature]
.....
Director / Secretary (signature)

[Signature]
.....
Director (signature)

STEPHEN WAINWRIGHT
.....
Director / Secretary (print name)

Brian Boyd
.....
Director (print name)



REGISTERED  4-10-2002

DP270320

COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

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

Particulars of each document are as follows:-

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 1	1-11-2002	4	10
Document 2	23-7-2004	9	18
Document 3	29-10-2004	2	7
Document 4	22-6-2006	5	10
Document 5	6-7-2006	2	5
Document 6	28.10.2015	3	3

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

(Doc. 1)

Instrument setting out terms of easement 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 10

DOCUMENT 1
DP270320

Plan of subdivision of lots 15 & 16 in DP270113 and lot 21 in DP1044874 covered by Subdivision Certificate No. **DA 225-08-01**

Name and address of the owner of the land:

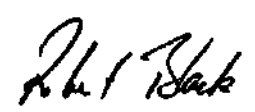
Payce Properties Pty Limited
Level 2, 320 Liverpool Road
ASHFIELD NSW

Mortgagee:

Suncorp-Metway Limited
Level 2, 56 Pitt Street
SYDNEY NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of carriageway variable width (A)	Lot 1	Minister for Planning, Lot 3 DP776611 and Lot 22 DP1044874
2	Right of footway variable width (B) (WHOLE LOT)	Lot 1	Minister for Planning, Lot 3 DP776611 and Lot 22 DP1044874
3	Right to use as park (C)	Lot 1	Minister for Planning
4	Right to drain water variable width (D) (WHOLE LOT)	Lot 1	Lot 3 DP776611 and Lot 22 DP1044874
5	Easement for services variable width (E) (WHOLE LOT)	Lot 1	Lot 3 DP776611 and Lot 22 DP1044874
6	Positive covenant	Lot 1	Minister for Planning


.....
Authorised Person



(DOC-1)

Instrument setting out terms of easement 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 2 of 10

DP270320

Plan of subdivision of lots 15 & 16 in
DP270113 and lot 21 in DP1044874
covered by Subdivision Certificate
No. DA 225-08-01

Part 2 (Terms)

1. Terms of right of carriageway variable width firstly referred to in the abovementioned plan:

1.1 The grantor grants to the grantee, including (without limitation) the members of the public, the full and free right to go, pass and repass over those parts of the burdened lot marked A on the plan at all times and on the terms set out in this instrument.

1.2 The rights granted under this easement:

- (a) are subject to the right of the grantor and other persons lawfully entitled to use the burdened land from time to time, to use or continue to use the burdened land in any manner that does not prevent the exercise of rights granted in this instrument;
- (b) may be exercised within a footpath on foot, with bicycles (wheeled not ridden) or using wheelchairs or disabled access aids but otherwise without vehicles;
- (c) may be exercised with or without animals;
- (d) may be exercised on the road only with vehicles of gross weight not exceeding 2 tonnes.

2. Terms of right of footway variable width secondly referred to in the abovementioned plan:

2.1 The grantor grants to the grantee, including (without limitation) the members of the public, the full and free right to go, pass and repass over those parts of the burdened lot marked area B on the plan at all times and on the terms set out in this instrument.

2.2 The rights granted under this easement:

- (a) are subject to the right of the grantor and other persons lawfully entitled to use the burdened land from time to time, to use or continue to use the burdened land in any manner that does not prevent the exercise of rights granted in this instrument; and
- (b) may be exercised on foot, with bicycles (wheeled not ridden) or using wheelchairs or disabled access aids but otherwise without vehicles;
- (c) may be exercised with or without animals.

AS

.....
Authorised Person

(DOC .1)


Instrument setting out terms of easement 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 3 of 10

DP270320

Plan of subdivision of lots 15 & 16 in
DP270113 and lot 21 in DP1044874
covered by Subdivision Certificate
No. DA 225-08-01

- 3. Terms of right to use as park thirdly referred to in the abovementioned plan**
- 3.1 The grantor grants to the grantee, including (without limitation) the members of the public, the full and free right to go, pass and repass over the park at all times and on the terms set out in this easement.
- 3.2 The rights granted under this easement:
- (a) are subject to the right of the grantor and other persons lawfully entitled to use the park from time to time, to use or continue to use the park in any manner that does not prevent the exercise of the rights granted under this easement;
 - (b) may be exercised on foot, with bicycles (wheeled not ridden) or using wheelchairs or disabled access aids but otherwise without vehicles;
 - (c) may be exercised with or without animals;
 - (d) may be exercised for recreational purposes only; and
 - (e) do not permit the erection of any temporary or permanent structures on the park, nor any other use that interrupts the use of the park by other persons under the terms of this easement for more than 8 continuous hours on any day, without the consent of the responsible person.
- 4. Terms of right to drain water variable width fourthly referred to in the abovementioned plan:**
- (a) Full, free and unimpeded right for each person who is at anytime entitled to an estate or interest in possession in the benefited land or any part of it with which the right is capable of enjoyment and all persons authorised by him from time to time and at all times:
- (1) to drain water whether rain, storm, spring, soakage or seepage/water across and through the drainage area;
 - (2) to use any line of pipes already laid within the drainage area for the purpose of draining water (or any pipe or pipes in replacement or substitution for that line of pipes); and
 - (3) where no such line of pipes exist, to lay, place and maintain within the drainage area a line of pipes of sufficient internal diameter,


.....
Authorised Person



(Doc. i)

Instrument setting out terms of easement 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 4 of 10

DP270320

Plan of subdivision of lots 15 & 16 in
DP270113 and lot 21 in DP1044874
covered by Subdivision Certificate
No. **DA 225-08-01**

- together with the right for the benefited person and all persons authorised by him with any material, tools, implements, plant or equipment necessary for the purpose to enter on the easement area and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such line of pipes or any part of it and for any of those purposes to open the soil of the drainage area to such extent as may be necessary.
- (b) In the exercise of its rights of construction, repair and maintenance on the drainage area, the benefited person must:
- (1) comply with all government agency requirements;
 - (2) ensure all work is done properly by a licensed tradesman, and that the work is completed as quickly as practicable;
 - (3) cause as little inconvenience as is practicable to any person using the drainage area;
 - (4) cause as little damage as is practicable to the drainage area and any improvement on or within it;
 - (5) restore the drainage area as nearly as is practicable to its former condition; and
 - (6) make good any collateral damage.
- 5. Terms of the easement for services variable width fifthly referred to in the abovementioned plan:**
- (a) Full, free and unimpeded right for each person who is at anytime entitled to an estate or interest in possession in the benefited land or any part of it with which the right is capable of enjoyment and all persons authorised by him from time to time and at all times to:
- (1) use the services area to provide services to or from the benefited land; and
 - (2) do anything reasonably necessary for that purpose, including entering the services area, taking anything on to the services area and carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

RB

.....
Authorised Person

[Handwritten Signature]

(DOC.1)

Instrument setting out terms of easement 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 5 of 10

DP270320

Plan of subdivision of lots 15 & 16 in
DP270113 and lot 21 in DP1044874
covered by Subdivision Certificate
No. **DA 225-08-01**

- (b) In exercising rights to carry out work on the services area, the benefited person must:
- (1) comply with all government agency requirements;
 - (2) ensure all work is done properly by the service provider or a licenced tradesman, and that the work is completed as quickly as practicable;
 - (3) cause as little inconvenience as is practicable to the owner and any person using the services area;
 - (4) cause as little damage as is practicable to the services area and any improvement on or within it;
 - (5) restore the services area as nearly as is practicable to its former condition; and
 - (6) make good any collateral damage.

6. Positive covenant sixthly referred to in the abovementioned plan:

- (a) In consideration of the Minister for Planning consenting to registration of the plan, the burdened person covenants with the Minister that it will dedicate or transfer area C (or such part of area C as the Minister nominates) to the Minister (or a government agency nominated by the Minister), at no cost, if and when requested by the Minister by notice in writing.
- (b) If the Minister serves a notice under paragraph (a), the grantor must dedicate or transfer area C to the Minister (or a government agency nominated by the Minister) within two months of receipt of that notice by delivering to the Minister:
- (1) vacant possession of the land free from all encumbrances;
 - (2) all title documents and a signed transfer in registrable form for the land (if applicable); and
 - (3) any other documents required to convey title to the Minister (or a government agency nominated by the Minister).
- (c) The dedication or transfer must not deprive the original proprietor of its rights to create reciprocal walkway easements along the western Homebush Bay waterfront from and including lot 1 DP 776611 to and including lot 10 DP 776611. These rights were created pursuant to an agreement dated 15 October 1996, a copy of which is attached to this instrument and marked "A".

AS

.....
Authorised Person

(DOC 1)

Instrument setting out terms of easement 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 6 of 10

DP270320

Plan of subdivision of lots 15 & 16 in
DP270113 and lot 21 in DP1044874
covered by Subdivision Certificate
No. **DA 225-08-01**

7. Grantor's obligations

The grantor must:

- (a) develop the park in accordance with development consent 114/98;
- (b) not obstruct the footpaths, road or park in any way that will prevent or unreasonably restrict the rights granted under this document; and
- (c) properly maintain the footpaths, driveway and park in good condition and fit for use, and carry out repairs that become necessary in order to ensure that the footpaths, driveway and park are in a safe condition at all times.

8. Notices

If a notice to the grantor is required to be given under this instrument, that notice must also be given to the occupier of the burdened land. If the grantor is a community association, the notice must be given to the association secretary and, if any, the on-site manager for the community association. Notice required in the case of an emergency may be given verbally.

9. Management of walkways, carriageway and park

- (a) The operation of the rights created by easement under this document can be suspended temporarily:
 - (1) by the responsible person for reasons of security, safety and maintenance; or
 - (2) by government agencies for any reason.
- (b) The rights created by easement under this document are subject to directions from and notices of:
 - (1) the responsible person in relation to preventing:
 - (A) garbage accumulating on the road, footpaths, or in the park;
 - (B) access on to the road by any vehicle exceeding 2 tonnes in gross weight; and
 - (C) any activities which constitute a nuisance or threat to the public's enjoyment of the footpaths, road or park;


.....
Authorised Person



(Doc. 1)

Instrument setting out terms of easement 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 7 of 10

DP270320

Plan of subdivision of lots 15 & 16 in
DP270113 and lot 21 in DP1044874
covered by Subdivision Certificate
No. **DA 225-08-01**

- (2) the responsible person in relation to vehicle parking restrictions; or
- (3) government agencies in relation to any matter.
- (c) Paragraph (b) does not authorise the responsible person to:
 - (1) impose a permanent limit on the hours during which the road, footpaths or park may be used; or
 - (2) prevent persons walking dogs which are effectively restrained by leash from causing harm to other persons or animals.

10. Sydney Water

- (a) The rights set out herein shall be subject to the provisions of any easement or positive covenant ("interests") from time to time created in favour of Sydney Water Corporation Limited ACN 068 278 649 ("Sydney Water") over the easement areas. These rights shall not be exercised in a manner that is likely to affect the integrity, safety or security of any Sydney Water works located from time to time on the burdened land. The laying of any services pursuant to the easements contained in this instrument shall be subject to the prior written approval of Sydney Water.
- (b) The burdened person and the benefited person hereby covenant and agree that they will not make any claim or demand nor bring any suit, action or proceeding against Sydney Water in respect of any interference or restriction to the exercise of the rights under the easements contained in this instrument nor any damage to any services located within the easements contained in this instrument where such claim, demand, suit, action or proceeding arises as a result of the exercise by Sydney Water of its rights under the Water Board (Corporation) Act 1994, as amended and/or its interests.
- (c) The terms of all easements referred to in this instrument shall not be released, varied or modified without the prior written approval of Sydney Water Corporation Limited.

11. Interpretation

11.1 In this easement:

"association secretary" means the secretary of the community association created on registration of the plan.



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Authorised Person



(DOC. i)

Instrument setting out terms of easement 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 8 of 10

DP270320

Plan of subdivision of lots 15 & 16 in
DP270113 and lot 21 in DP1044874
covered by Subdivision Certificate
No. DA 225-08-01

"burdened lot" means the servient tenement.

"burdened person" means the registered proprietor of the servient tenement.

"drainage area" means the area generally located as shown with the letter D on the plan but more particularly defined as the stormwater drainage line and pits shown in the concept plan of service works enclosed with community management plan registered with the plan.

"grantee" means the grantee and the grantee's successors in title as the registered proprietors for the time being of the benefited lot.

"grantor" means the grantor and the grantor's successors in title as the registered proprietors for the time being of the burdened lot.

"footpath" means a footpath constructed within areas marked A and B on the plan.

"park" means the area marked C on the plan.

"responsible person" has the same meaning as in the community management statement created on registration of the plan.

"road" means a road constructed within the area marked A on the plan.

"services" includes supply of water, gas, electricity, communications, television, the discharge of sewage, sullage and other fluid wastes, and any other services from time to time supplied through the easement area for supply to persons including the benefited person.

"services area" means the area generally located as shown with the letter E on the plan but more particularly defined as the service lines shown in the concept plans of service works enclosed with community management plan registered with the plan.

11.2 In this easement, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a thing or to land includes each part of that thing or land;
- (c) a reference to a person includes a reference to that person's executors, administrators, successors and assigns; and
- (d) an obligation, representation or warranty:



.....
Authorised Person



(DOC.1)

Instrument setting out terms of easement 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 9 of 10

DP270320

Plan of subdivision of lots 15 & 16 in DP270113 and lot 21 in DP1044874 covered by Subdivision Certificate No. DA 225-08-01

- (1) in favour of two or more persons is for their benefit jointly and severally; and
- (2) by two or more persons binds them jointly and each of them severally.

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation **PAYCE PROPERTIES PTY LIMITED**

Authority S.127 Corporations Act 2001

Signature of authorised person: S. Wainwright

Name of authorised person: Stephen Wainwright

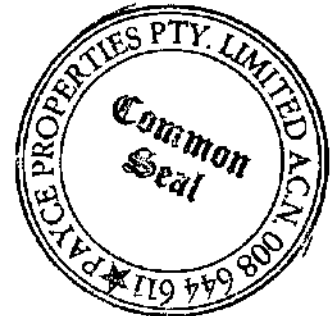
Office held: Secretary

Signature of authorised person: [Handwritten Signature]

Name of authorised person: Brian Boyd

Office held: Director

EXECUTED BY SUNCORP-METWAY LIMITED



SUNCORP-METWAY Ltd. A.C.N. 010 831 722 BY ITS ATTORNEY GLENN ANTHONY CHENEY WHO CERTIFIES THAT I AM A LEVEL 1 ATTORNEY PURSUANT TO POWER OF ATTORNEY BOOK 3859 NO. 372 OF WHICH I HAVE RECEIVED NO NOTICE OF REVOCATION SIGNED IN MY PRESENCE BY THE SAID ATTORNEY WHO IS PERSONALLY KNOWN TO ME

[Handwritten Signature]
[Handwritten Signature]
WITNESS

Witness name - Andrew DESPAS
Witness address - Level 2
56 Pitt Street
SYDNEY NSW 2000

[Handwritten Signature]
Authorised Person

Name authorised person: Robert BLACK
Office held: Director, Urban Assessment
Planning NSW
[Handwritten Signature]

(Doc.1)

Instrument setting out terms of easement 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 10 of 10

DP270320

Plan of subdivision of lots 15 & 16 in
DP270113 and lot 21 in DP1044874
covered by Subdivision Certificate
No. DA 225-08-01

EXECUTED BY PLANNING NSW

Please see page 9.

AS
.....
Authorised Person

AS

REGISTERED  1.11.2002

**Instrument setting out terms of easements and restrictions on the use of
 land intended to be created pursuant to section 88b of the
 Conveyancing Act, 1919**

(DOC 2)

Lengths are in metres

(Sheet 1 of 18 sheets)

DOCUMENT 2

DP270320

Plan of subdivision of lot 2 in
 deposited plan 270320

Name and address of the owner of
 the land:

Payce Properties Pty Limited
 ACN 008 644 611
 Level 2, 320 Liverpool Road
 ASHFIELD NSW

PART 1

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	Right of pedestrian access variable width. (W) <i>LIMITED IN HEIGHT AND DEPTH</i>	11, 12	11, 12, 13, 14
2	Easement for garbage removal and storage variable width. (M) <i>LIMITED IN HEIGHT AND DEPTH</i>	11	13, 14
3	Right of access variable width. (N) <i>LIMITED IN HEIGHT AND DEPTH</i>	11	13, 14
4	Right of access variable width. (O) <i>LIMITED IN HEIGHT AND DEPTH</i>	11	13
5	Easement for garbage removal and storage variable width. (P) <i>LIMITED IN HEIGHT AND DEPTH</i>	12	13, 14
6	Right to use lift variable width. (Q) <i>LIMITED IN HEIGHT AND DEPTH</i>	12	11, 13, 14
7	Right of access for garbage purposes variable width. (R) <i>LIMITED IN HEIGHT AND DEPTH</i>	11	12
8	Right of access for garbage purposes variable width. (S) <i>LIMITED IN HEIGHT AND DEPTH</i>	11	13, 14
9	Right of access for pool and pool facilities variable width. (U) <i>LIMITED IN HEIGHT AND DEPTH</i>	11	12, 13, 14
10	Easement for electricity substation purposes 5.3 wide. (T) <i>LIMITED IN HEIGHT AND DEPTH</i>	11	Energy Australia
11	Easement for access variable width. (V) <i>LIMITED IN HEIGHT AND DEPTH</i>	11 12	12, 13, 14 11, 13, 14

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(Doc. 2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
 RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

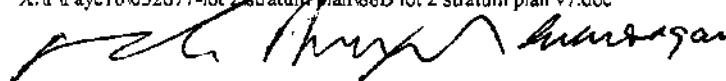
Lengths are in metres

(Sheet 2 of 18 sheets)

DP270320

Plan of subdivision of lot 2 in
 deposited plan 270320

12	Easement over existing line of pipes and services (affecting the whole of the lots) 11-14)	11, 12, 13, 14	11, 12, 13, 14
13	Easement for electricity over existing line of services (affecting the whole of the lots) 11-14)	11, 12, 13, 14	11, 12, 13, 14
14	Easement for support (affecting the whole of the lots) 11-14)	11, 12, 13, 14	11, 12, 13, 14
15	Easement for shelter (affecting all lots) 11-14)	11, 12, 13, 14	11, 12, 13, 14
16	Right of pedestrian access variable width. (X1)	15	11, 12
17	Right of pedestrian access variable width. (X2)	15	11, 13
18	Right of pedestrian access variable width. (X3)	15	11, 14
19	Easement for services variable width. (Y1)	15	11, 12
20	Easement for services variable width. (Y2)	15	11, 13
21	Easement for services variable width. (Y3)	15	11, 14
22	Right to permit flagpole variable width. (Z)	11	8/270320
23	Easement for support of a bridge structure 1.5 wide. (AA)	11	1/270320
24	Right of access (affecting the whole of the lots) 11-14)	11, 12, 13, 14	15
25	Easement for construction and maintenance of communications cable (affecting the whole of the lots) 11-14)	11, 12, 13, 14,	8/270320



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 18 sheets)

DP270320

Plan of subdivision of lot 2 in
deposited plan 270320

PART 2

Interpretation and Definitions

In the easements referred in the abovementioned plan the following words and expressions where used shall have the corresponding meanings:

"authority" means a government, semi-government, local government, statutory public, ministerial or civil authority or body which has the capacity to issue orders or impose other regulations by statute.

"benefited person" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in the lot benefited including without limitation any freehold, leasehold, estate or interest in possession in the lot benefited and each part of the lot benefited. Where, at any time, the benefited person is an authority it shall include such authority constituted from time to time, its successors, permitted assigns, any administrator of such authority, any person appointed by or on behalf of the authority to replace or administer such authority and any Minister responsible for such authority.

"burdened person" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in the lot burdened including without limitation any freehold or leasehold estate or interest in possession of the lot burdened and each part of the lot burdened. Where at any time the burdened person is an authority it shall include such authority constituted from time to time, its successors, permitted assigns, any administrator of such authority, any person appointed by or on behalf of the authority to replace or administer such authority and any Minister responsible for such authority.

"communications cable" means any form of cable through which any form of communication is transmitted.

"community management statement" means the community management statement registered with deposited plan 270320.

"consent authority" means Department of Infrastructure, Planning and Natural Resources.

"Payce" means Payce Properties Pty Limited ACN 008 644 611.

"plan" means the plan of subdivision of lot 2 in DP270320 to which this instrument relates.

Interpretation:

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.

(DOC.2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of 18 sheets)

DP270320

Plan of subdivision of lot 2 in
deposited plan 270320

-
- (c) Where a word or phrase is defined, its other grammatical form has a corresponding meaning.
- (d) "Clause", "paragraph", "schedule" or "sub-clause" means a clause, paragraph, schedule, or sub-clause respectively in this s88B instrument.
- (e) Unless stated otherwise one provision does not limit the effect of another.
- 1. Terms of Right of pedestrian access variable width firstly referred to in the above mentioned plan**
- 1.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to go, pass and repossess over those parts of the lot(s) burdened marked "W" on the plan.
- 2. Terms of easement for garbage removal and storage secondly referred to in the abovementioned plan**
- 2.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to use those parts of the lot(s) burdened marked "M" on the plan ("easement site") for the removal and storage of garbage.
- 2.2 The rights granted under this easement are subject to the benefited person ensuring that:
- 2.2.1 all garbage is stored in an appropriate garbage container;
- 2.2.2 all garbage containers are regularly sanitised;
- 2.2.3 the easement site is kept clean and tidy at all times.
- 3. Terms of right of access thirdly referred to in the abovementioned plan**
- 3.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to go, pass and repossess including, but not limited to, for garbage purposes or to access any garbage area over those parts of the lot(s) burdened marked "N" on the plan.
- 3.2 The rights granted under this easement are subject to the benefited person ensuring that the easement site remains clean, tidy and free from garbage.

(DOC 2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

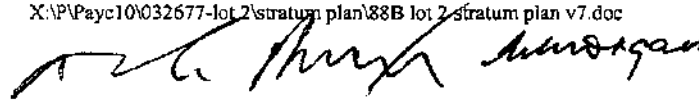
Lengths are in metres

(Sheet 5 of 18 sheets)

DP270320

Plan of subdivision of lot 2 in
deposited plan 270320

- 4. Terms of right of access fourthly referred to in the abovementioned plan**
- 4.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to go, pass and repass, including, but not limited to, for garbage purposes or to access any garbage area over those parts of the lot(s) burdened marked "O" on the plan.
- 5. Terms of easement for garbage removal and storage fifthly referred to in the abovementioned plan**
- 5.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to use those parts of the lot(s) burdened marked "P" on the plan ("easement site") for the removal and storage of garbage.
- 5.2 The rights granted under this easement are subject to the benefited person ensuring that:
- 5.2.1 all garbage is stored in an appropriate garbage container;
- 5.2.2 all garbage containers are regularly sanitised; and
- 5.2.3 the easement site is kept clean and tidy at all times.
- 6. Terms of right to use lift sixthly referred to in the above mentioned plan**
- 6.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to use the lift being those parts of the lot(s) burdened marked "Q" on the plan.
- 7. Terms of right of access for garbage purposes seventhly referred to in the abovementioned plan**
- 7.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to go, pass and repass (with or without garbage) over those parts of the lot(s) burdened marked "R" on the plan ("easement site") to access any garbage area.
- 7.2 The rights granted under this easement are subject to the benefited person ensuring that the easement site remains clean, tidy and free from garbage.
- 8. Terms of right of access for garbage purposes seventhly referred to in the abovementioned plan**
- 8.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to go, pass and



(DOC.2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

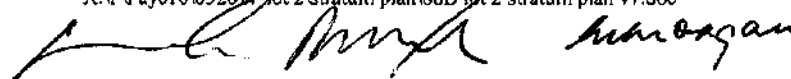
Lengths are in metres

(Sheet 6 of 18 sheets)

DP270320

Plan of subdivision of lot 2 in
deposited plan 270320

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- repass (with or without garbage) over those parts of the lot(s) burdened marked "S" on the plan ("easement site") to access any garbage area.
- 8.2 The rights granted under this easement are subject to the benefited person ensuring that the easement site remains clean, tidy and free from garbage.
9. **Terms of right of access for pool and pool facilities ninthly referred to in the above-mentioned plan.**
- 9.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to use those parts of the lot(s) burdened marked "U" on the plan ("easement site") to use the swimming pool and pool facilities.
- 9.2 The rights granted under this easement are subject to the benefited person ensuring that:
- 9.2.1 no nuisance is caused to other benefited persons when exercising the rights granted under this easement;
- 9.2.2 the easement site is kept clean and tidy at all times;
- 9.2.3 no structural or other damage is caused to the easement site or any personal property of other benefited persons using the easement site; and
- 9.2.4 all by-laws that govern the use of the pool and pool facilities are adhered to.
10. **Terms of easement for electricity substation purposes tenthly referred to in the above mentioned plan**
- 10.1 Full right leave liberty and licence for Energy Australia its agent's servants and workmen over that part of the lot burdened marked "T" on the plan (herein referred to as the said land) to:
- 10.1.1 erect construct and place repair renew inspect maintain and remove electricity substation premises; and
- 10.1.2 lay down erect construct and place repair renew inspect maintain and remove underground electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto through under and over; and also
- 10.1.3 the free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the said land and the said electricity substation and electric mains when constructed.



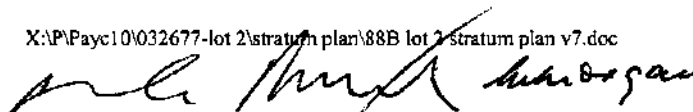
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**
Lengths are in metres (Sheet 7 of 18 sheets)

DP270320

Plan of subdivision of lot 2 in
deposited plan 270320

- 10.2 TOGETHER WITH power for Energy Australia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the said land or any part thereof.
- 10.3 AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
- 10.4 PROVIDED THAT Energy Australia shall not permit or suffer any person other than its officer's servants agents and workmen aforesaid or any other person authorised by them or any of them to enter in or upon the said land.
- 10.5 AND PROVIDED FURTHER that except where Energy Australia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the said land Energy Australia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land.
- 10.6 AND the registered proprietor of the lot burdened covenants with Energy Australia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through under and over the said land AND that if any such damage or injury be done or interference be made the said registered proprietor of the lot burdened will forthwith pay the cost to Energy Australia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
- 10.7 AND Energy Australia hereby covenants with the registered proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under Energy Australia and that Energy Australia will at its own cost and charge pay for all damage and injury arising to the registered proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.
- 10.7 AND FURTHER the registered proprietor of the lot burdened covenants with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.



(Doc. 2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 8 of 18 sheets)

Plan of subdivision of lot 2 in
deposited plan 270320

DP270320

**Name of Authority Empowered to Release, Vary or Modify Easement Tenthly
Referred to in the abovementioned Plan.**

Energy Australia.

**11. Terms of easement for access variable width eleventhly referred to in the
above mentioned plan**

11.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to go, pass and repass over those parts of the lot(s) burdened marked "V" on the plan.

**12. Terms of easement over existing line of pipes and services twelfthly referred
to in the above mentioned plan**

12.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to use any line of pipes or services already laid within the burdened lot for the purpose of draining water or the provision of services.

12.2 TOGETHER with the right for the benefited person and all persons authorised by it with any material, tools, implements, plant or equipment necessary for the purpose to enter the burdened lot and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing such line of pipes or services or any part of them.

12.3 In the exercise of its rights of repair and maintenance on the burdened lot, the benefited person must:

12.3.1 comply with all requirements of any authority;

12.3.2 ensure all work is done properly by the service provider or a licensed tradesman, and that the work is completed as quickly as practicable;

12.3.3 use as little inconvenience as is practicable to the burdened person and any person using the burdened lot;

12.3.4 cause as little damage as is practicable to the burdened lot and any improvement on or within it;

12.3.5 restore the burdened lot as nearly as is practicable to its former condition;
and

12.3.6 make good any collateral damage.

(DOC.2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

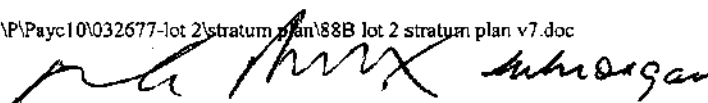
Lengths are in metres

(Sheet 9 of 18 sheets)

DP270320

Plan of subdivision of lot 2 in
deposited plan 270320

- 13. Terms of Easement for electricity over existing line of services thirteenthly referred to in the above mentioned plan**
- 13.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to use any line of services already laid within the burdened lot for the purpose of the transmission of electricity to or from the benefited lot(s).
- 13.2 TOGETHER with the right for the benefited person and all persons authorised by it with any material, tools, implements, plant or equipment necessary for the purpose to enter the burdened lot and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing such line of services or any part of them.
- 13.3 In the exercise of its rights of repair and maintenance on the burdened lot, the benefited person must:
- 13.3.1 comply with all requirements of any authority;
- 13.3.2 ensure all work is done properly by the service provider or a licensed tradesman, and that the work is completed as quickly as practicable;
- 13.3.3 cause as little inconvenience as is practicable to the burdened person and any person using the burdened lot;
- 13.3.4 cause as little damage as is practicable to the burdened lot and any improvement on or within it;
- 13.3.5 restore the burdened lot as nearly as is practicable to its former condition; and
- 13.3.6 make good any collateral damage.
- 14. Terms of easement for support fourteenthly referred to in the above mentioned plan**
- 14.1 The burdened person grants full, free and unimpeded right to the benefited person to use the lot(s) burdened for subadjacent and lateral support of structures erected on the burdened lot on the terms set out in this easement.
- 14.2 The benefited person must ensure that no structural or other damage will be caused to the lot(s) burdened or any part of the lot(s) burdened or any personal property in the lot(s) burdened when exercising the rights granted by this easement



(Doc. 2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

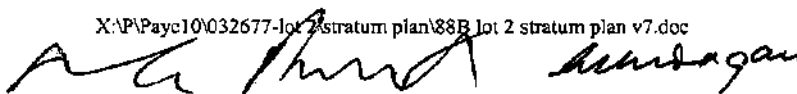
Lengths are in metres

(Sheet 10 of 18 sheets)

DP270320

Plan of subdivision of lot 2 in
deposited plan 270320

-
- 15. Terms of easement for shelter fifteenthly referred to in the above mentioned plan**
- 15.1 The burdened person grants full, free and unimpeded right to the benefited person to use the lot(s) burdened for shelter on the terms set out in this easement.
- 15.2 The Benefited Person must ensure that no structural or other damage will be caused to the lot(s) burdened or any part of the lot(s) burdened or any personal property in the lot(s) burdened when exercising the rights granted by this easement.
- 16. Terms of right of pedestrian access sixteenthly referred to in the above mentioned plan**
- 16.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to go, pass and repass over those parts of the lot(s) burdened marked "X1" on the plan ("easement site") for the purposes of maintaining or repairing or rebuilding any aerial and/or satellite dish or other similar communications device erected in the easement site.
- 17. Terms of right of pedestrian access seventeenthly referred to in the above mentioned plan**
- 17.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to go, pass and repass over those parts of the lot(s) burdened marked "X2" on the plan ("easement site") for the purposes of maintaining or repairing or rebuilding any aerial and/or satellite dish or other similar communication device erected in the easement site.
- 18. Terms of right of pedestrian access eighteenthly referred to in the above mentioned plan**
- 18.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to go, pass and repass over those parts of the lot(s) burdened marked "X3" on the plan ("easement site") for the purposes of maintaining or repairing or rebuilding any aerial and/or satellite dish or other similar communication device erected in the easement site.
- 19. Terms of easement for services nineteenthly referred to in the above mentioned plan**
- 19.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by to erect within the area marked "Y1" on the plan ("easement site") one only aerial and/or satellite dish or other similar communications device ("communication service") subject to sub paragraph 19.2.



(DOC.2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 11 of 18 sheets)

DP270320

Plan of subdivision of lot 2 in
deposited plan 270320

- 19.2 The rights granted under this easement are subject to the benefited person:
- 19.2.1 obtaining the written consent from the burdened person (which consent may be withheld in the absolute discretion of the burdened person) to erect the proposed communication service;
 - 19.2.2 obtaining any consent or approval as required from the authority to permit the benefited person to erect the proposed communication service;
 - 19.2.3 providing the burdened person with copies of all plans and any the required document specifying the exact location of the proposed communication service;
 - 19.2.4 paying all costs incurred by the burdened person (including legal costs and the costs of any relevant experts) in considering any request by a benefited person to erect any communication service in the easement site;
 - 19.2.5 paying any insurance premium for all public liability insurance required over the burdened lot as advised by or on behalf of the burdened lot; and
 - 19.2.6 maintaining, repairing and rebuilding, as required, the communication device.
- 19.3 In exercising rights to carry out work under paragraph 19.1, the benefited person must:
- 19.3.1 comply with all requirements of any authority;
 - 19.3.2 ensure all work is done properly by the service provider or a licensed tradesman, and that the work is completed as quickly as practicable;
 - 19.3.3 cause as little inconvenience as is practicable to the burdened person and any person using the lot(s) burdened;
 - 19.3.4 cause as little damage as is practicable to the lot(s) burdened and any improvement on or within it;
 - 19.3.5 restore the lot(s) burdened as nearly as is practicable to its former condition; and
 - 19.3.6 make good any collateral damage.
20. **Terms of easement for services twentiethly referred to in the above mentioned plan**
- 20.1 The burdened person grants full, free and unimpeded right for the benefited person

(DOC.2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

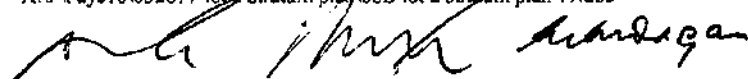
(Sheet 12 of 18 sheets)

DP270320

Plan of subdivision of lot 2 in
deposited plan 270320

and all persons authorised by to erect within the area marked "Y2" on the plan ("easement site") one only aerial and/or satellite dish or other similar communications device ("communication service") subject to sub paragraph 20.2.

- 20.2 The rights granted under this easement are subject to the benefited person:
- 20.2.1 comply with all requirements of any authority;
 - 20.2.2 obtaining any consent or approval as required from the authority to permit the benefited person to erect the proposed communication service;
 - 20.2.3 providing the burdened person with copies of all plans and any the required document specifying the exact location of the proposed communication service;
 - 20.2.4 paying all costs incurred by the burdened person (including legal costs and the costs of any relevant experts) in considering any request by a benefited person to erect any communication service in the easement site;
 - 20.2.5 paying any insurance premium for all public liability insurance required over the burdened lot as advised by or on behalf of the burdened lot; and
 - 20.2.6 maintaining, repairing and rebuilding, as required, the communication device.
- 20.3 In exercising rights to carry out work under paragraph 20.1, the benefited person must:
- 20.3.2 comply with all requirements of any authority;
 - 20.3.3 ensure all work is done properly by the service provider or a licensed tradesman, and that the work is completed as quickly as practicable;
 - 20.3.4 cause as little inconvenience as is practicable to the burdened person and any person using the lot(s) burdened;
 - 20.3.5 cause as little damage as is practicable to the lot(s) burdened and any improvement on or within it;
 - 20.3.6 restore the lot(s) burdened as nearly as is practicable to its former condition; and
 - 20.3.7 make good any collateral damage.



(Doc.2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

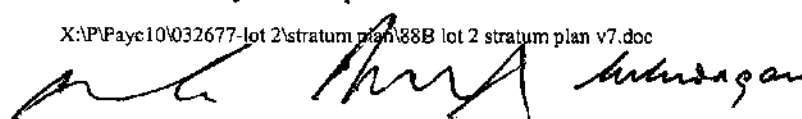
Lengths are in metres

(Sheet 13 of 18 sheets)

Plan of subdivision of lot 2 in
deposited plan 270320

DP270320

- 21. Terms of easement for services twenty-firstly referred to in the above mentioned plan**
- 21.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by to erect within the area marked "Y3" on the plan ("easement site") one only aerial and/or satellite dish or other similar communications device ("communication service") subject to sub paragraph 21.2.
- 21.2 The rights granted under this easement are subject to the benefited person:
- 21.2.1 obtaining the written consent from the burdened person (which consent may be withheld in the absolute discretion of the burdened person) to erect the proposed communication service;
- 21.2.2 obtaining any consent or approval as required from the authority to permit the benefited person to erect the proposed communication service;
- 21.2.3 providing the burdened person with copies of all plans and any the required document specifying the exact location of the proposed communication service;
- 21.2.4 paying all costs incurred by the burdened person (including legal costs and the costs of any relevant experts) in considering any request by a benefited person to erect any communication service in the easement site;
- 21.2.5 paying any insurance premium for all public liability insurance required over the burdened lot as advised by or on behalf of the burdened lot; and
- 21.2.6 maintaining, repairing and rebuilding, as required, the communication device.
- 21.3 In exercising rights to carry out work under paragraph 21.1, the benefited person must:
- 21.3.2 comply with all requirements of any authority;
- 21.3.3 ensure all work is done properly by the service provider or a licensed tradesman, and that the work is completed as quickly as practicable;
- 21.3.4 cause as little inconvenience as is practicable to the burdened person and any person using the lot(s) burdened;
- 21.3.5 cause as little damage as is practicable to the lot(s) burdened and any improvement on or within it;
- 21.3.6 restore the lot(s) burdened as nearly as is practicable to its former



(Doc. 2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 14 of 18 sheets)

DP270320

Plan of subdivision of lot 2 in
deposited plan 270320

- condition; and
- 21.3.7 make good any collateral damage.
- 22. Terms of right to permit flagpole twenty-secondly referred to in the above mentioned plan**
- 22.1 The burdened person grants full, free and unimpeded right to the benefited person and all persons authorised by it from time to time and at all times to:
- 22.1.1 erect flagpoles on the area marked Z on the plan ("easement site");
- 22.1.2 maintain, repair, and/or replace the flagpoles permitted to be erected under paragraph 22.1.1; and
- 22.1.3 do anything reasonably necessary for these purposes, including entering the lot(s) burdened, taking anything on to the lot(s) burdened and carrying out work, such as excavation of soil and/or improvements, construction and/or installation of and laying, repairing, maintaining or replacing flagpoles.
- 22.2 In exercising rights to carry out work under paragraph 22.1, the benefited person must:
- 22.2.1 comply with all requirements of any authority;
- 22.2.2 ensure all work is done properly by the service provider or a licensed tradesman, and that the work is completed as quickly as practicable;
- 22.2.3 cause as little inconvenience as is practicable to the burdened person and any person using the lot(s) burdened;
- 22.2.4 cause as little damage as is practicable to the lot(s) burdened and any improvement on or within it;
- 22.2.5 restore the lot(s) burdened as nearly as is practicable to its former condition; and
- 22.2.6 make good any collateral damage.
- 23. Terms of easement for support of a bridge structure twenty-thirdly referred to in the above mentioned plan**
- 23.1 The burdened person grants full, free and unimpeded right to the benefited person to use the area marked AA on the plan ("easement site") for subadjacent and

(DOC.2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 15 of 18 sheets)

DP270320

Plan of subdivision of lot 2 in
deposited plan 270320

lateral support of bridge structures erected on the burdened lot on the terms set out in this easement.

23.2 In consideration for the benefited person retaining ownership of the bridge structure, the burdened person must:

- (a) maintain, repair, replace, renew and rebuild the bridge structure as required; and
- (b) pay any insurance premium for all public liability insurance required for the bridge structure as advised by or on behalf of the benefited person.

24. Terms of right of access twenty-fourthly referred to in the above mentioned plan

24.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to go, pass and repass over ~~those parts of the lot(s) burdened marked BB on the plan~~ ^{THE ROOF PORTION OF THE BUILDINGS THAT STANDS UPON THE LOTS BURDENED,} and this right includes, but is not limited to, the right to use the lift located in lot 12 and a right of pedestrian access over all burdened lots to permit access to all areas of lot 15 as required.

25. Terms of easement for construction and maintenance of communications cable twenty-fifthly referred to in the above mentioned plan

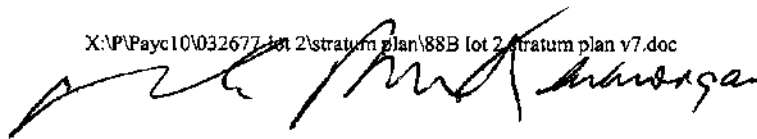
25.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to:

25.1.1 lay, in any location within a burdened lot which is considered appropriate by the benefited person, a communications cable connecting from Hill Road and/or Bennelong Road to any or all of the lot(s) benefited, connecting from the lot(s) benefited to any or all of the lot(s) burdened, and connecting to such other developments within and outside the estate as the benefited person determines in its absolute discretion;

25.1.2 maintain, repair, and/or replace a communications cable permitted to be laid under paragraph 25.1.1; and

25.1.3 do anything reasonably necessary for these purposes, including entering a lot(s) burdened, taking anything on to the lot(s) burdened and carrying out work, such as excavation of soil and/or improvements, construction and/or installation of structures and equipment, and laying, repairing, maintaining or replacing pipes, wires, cables, conduits, structures and equipment.

25.2 In exercising rights to carry out work under paragraph 25.1, the benefited person must:



(Doc.2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 16 of 18 sheets)

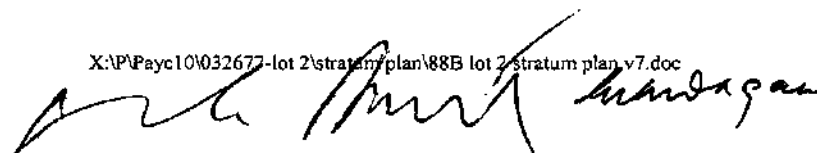
Plan of subdivision of lot 2 in
deposited plan 270320

DP270320

- 25.2.1 comply with all government agency requirements;
- 25.2.2 ensure all work is done properly and completed as quickly as practicable;
- 25.2.3 cause as little inconvenience as is reasonably practicable to the lot(s) burdened and any occupier of the lot(s) burdened;
- 25.2.4 cause as little damage as is reasonably practicable to the lot(s) burdened and any improvement on it;
- 25.2.5 restore the lot(s) burdened as nearly as is practicable to its former condition; and
- 25.2.6. make good any collateral damage.

26. Conditions applicable to all benefits granted in this instrument

- 26.1 The rights, easements and other benefits granted under this instrument are subject to:
 - 26.1.1 the right of the burdened person and other persons lawfully entitled to use the lot(s) burdened from time to time, to use or continue to use the lot(s) burdened in any manner that does not prevent the exercise of rights granted in this instrument;
 - 26.1.2 other than as specifically stated otherwise in the terms of the easement in this instrument, the benefited person indemnifying the burdened person against all liability or loss arising from injury to or the death of any person or any damage to any property caused by the exercise of the rights or performance of the obligations conferred by this instrument; and
 - 26.1.3 in the event the consent authority approves development on lot 15, each other lot burdened under this instrument, on and by virtue of that approval, automatically extending the benefit of that burden to lot 15.



(Doc. 2)

**Instrument setting out terms of easements and restrictions on the use of
land intended to be created pursuant to section 88b of the
Conveyancing Act, 1919**

Lengths are in metres

(Sheet 17 of 18 sheets)

DP270320

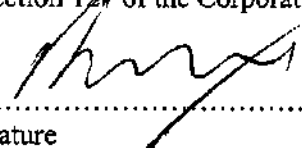
Plan of subdivision of lot 2 in
deposited plan 270320

Name and address of the owner of
the land:

Payce Properties Pty Limited
ACN 008 644 611
Level 2, 320 Liverpool Road
ASHFIELD NSW

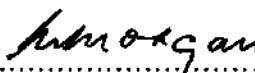
EXECUTED AS A DEED.

EXECUTED on behalf of **PAYCE**)
PROPERTIES PTY LIMITED ACN)
008 644 611 by the authorised persons)
whose signatures appear below pursuant)
to Section 127 of the Corporations Act:)


.....
Signature

Brian Boyd
Name of Officer

Director
Position held


.....
Signature

Mark Morgan
Name of Officer

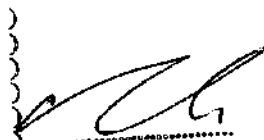

Secretary
Position held

EXECUTED BY SUNCORP-METWAY LIMITED

SUNCORP-METWAY LTD. A.C.N.
010 831 722 BY ITS ATTORNEY

MARIO MATOSO CALEITE

WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME


.....


WITNESS
56 P.H. St Sydney
Laraine Bell
Settlements Officer
PROPERTY FINANCE NSW

**Instrument setting out terms of easements and restrictions on the use of
land intended to be created pursuant to section 88b of the
Conveyancing Act, 1919**

(Doc.3)

Lengths are in metres

(Sheet 1 of 7 sheets)

DOCUMENT 3
DP270320

Plan of subdivision lot 10 in deposited
plan 270320

Name and address of the owner of
the land:

Payce Properties Pty Limited
ACN 008 644 611
Level 2, 320 Liverpool Road
ASHFIELD NSW

PART 1

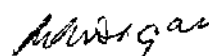
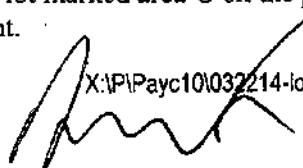
Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of footway variable width (G) (affecting the whole of the lot)	20	16, 17, 18, 19
2	Right of carriageway variable width (H) (affecting the whole of the lot)	20	16, 17, 18, 19
3	Easement to drain water variable width (I) (affecting the whole of the lot)	20	16, 17, 18, 19
4	Easement for Services variable width (J) (affecting the whole of the lot)	20	16, 17, 18, 19
5	Easement for construction and maintenance of communication cable (affecting the whole of the lots)	16, 17, 18, 19, 20	8/270320

PART 2

1. Terms of right of footway variable width firstly referred to in the abovementioned plan:

- 1.1 The grantor grants to the grantee, including (without limitation) the members of the public, the full and free right to go, pass and repass over those parts of the burdened lot marked area G on the plan at all times and on the terms set out in this instrument.

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(Doc 3)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 7 sheets)

Plan

Plan of subdivision of lot 10 in
deposited plan 270320

DP270320

1.2 The rights granted under this easement:

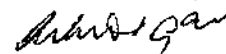
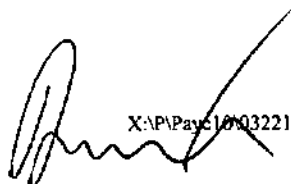
- (a) are subject to the right of the grantor and other persons lawfully entitled to use the burdened land from time to time, to use or continue to use the burdened land in any manner that does not prevent the exercise of rights granted in this instrument; and
- (b) may be exercised on foot, with bicycles (wheeled not ridden) or using wheelchairs or disabled access aids but otherwise without vehicles;
- (c) may be exercised with or without animals.

2. **Terms of right of carriageway variable width secondly referred to in the abovementioned plan**

2.1 The grantor grants to the grantee, including (without limitation) the members of the public, the full and free right to go, pass and repass over those parts of the burdened lot marked H on the plan at all times and on the terms set out in this instrument.

2.2 The rights granted under this easement:

- (a) are subject to the right of the grantor and other persons lawfully entitled to use the burdened land from time to time, to use or continue to use the burdened land in any manner that does not prevent the exercise of rights granted in this instrument;
- (b) may be exercised within a footpath on foot, with bicycles (wheeled not ridden) or using wheelchairs or disabled access aids but otherwise without vehicles;
- (c) may be exercised with or without animals;
- (d) may be exercised on the road only with vehicles of gross weight not exceeding 2 tonnes.



(Doc. 3)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 7 sheets)

Plan of subdivision of lot 10 in
deposited plan 270320

DP270320

3. Terms of right to drain water variable width thirdly referred to in the abovementioned plan:

(a) Full, free and unimpeded right for each person who is at anytime entitled to an estate or interest in possession in the benefited land or any part of it with which the right is capable of enjoyment and all persons authorised by him from time to time and at all times:

- (1) to drain water whether rain, storm, spring, soakage or seepage/water across and through the drainage area;
- (2) to use any line of pipes already laid within the drainage area for the purpose of draining water (or any pipe or pipes in replacement or substitution for that line of pipes); and
- (3) where no such line of pipes exist, to lay, place and maintain within the drainage area a line of pipes of sufficient internal diameter,

together with the right for the benefited person and all persons authorised by him with any material, tools, implements, plant or equipment necessary for the purpose to enter on the easement area and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such line of pipes or any part of it and for any of those purposes to open the soil of the drainage area to such extent as may be necessary.

(b) In the exercise of its rights of construction, repair and maintenance on the drainage area, the benefited person must:

- (1) comply with all government agency requirements;
- (2) ensure all work is done properly by a licensed tradesman, and that the work is completed as quickly as practicable;
- (3) cause as little inconvenience as is practicable to any person using the drainage area;
- (4) cause as little damage as is practicable to the drainage area and any improvement on or within it;
- (5) restore the drainage area as nearly as is practicable to its former condition; and
- (6) make good any collateral damage.

(Doc. 3)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of 7 sheets)

Plan of subdivision of lot 10 in
deposited plan 270320

DP270320

4. Terms of the easement for services variable width fourthly referred to in the abovementioned plan:

(a) Full, free and unimpeded right for each person who is at anytime entitled to an estate or interest in possession in the benefited land or any part of it with which the right is capable of enjoyment and all persons authorised by him from time to time and at all times to:

- (1) use the services area to provide services to or from the benefited land; and
- (2) do anything reasonably necessary for that purpose, including entering the services area, taking anything on to the services area and carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

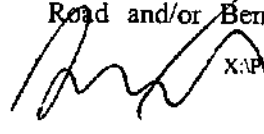
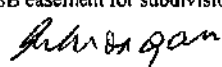
(b) In exercising rights to carry out work on the services area, the benefited person must:

- (1) comply with all government agency requirements;
- (2) ensure all work is done properly by the service provider or a licenced tradesman, and that the work is completed as quickly as practicable;
- (3) cause as little inconvenience as is practicable to the owner and any person using the services area;
- (4) cause as little damage as is practicable to the services area and any improvement on or within it;
- (5) restore the services area as nearly as is practicable to its former condition; and
- (6) make good any collateral damage.

5. Terms of the easement for construction and maintenance communications cable fifthly referred to in the abovementioned plan

5.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to:

5.1.1 lay, in any location within a burdened lot which is considered appropriate by the benefited person, a communications cable connecting from Hill Road and/or Bennelong Road to any or all of the lot(s) benefited,

(Doc.3)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 5 of 7 sheets)

Pl:

Plan of subdivision of lot 10 in
deposited plan 270320

DP270320

connecting from the lot(s) benefited to any or all of the lot(s) burdened,
and connecting to such other developments within and outside the estate as
the benefited person determines in its absolute discretion;

5.1.2 maintain, repair, and/or replace a communications cable permitted to be
laid under paragraph 5.1.1; and

5.1.3 do anything reasonably necessary for these purposes, including entering a
lot(s) burdened, taking anything on to the lot(s) burdened and carrying out
work, such as excavation of soil and/or improvements, construction and/or
installation of structures and equipment, and laying, repairing, maintaining
or replacing pipes, wires, cables, conduits, structures and equipment.

5.2 In exercising rights to carry out work under paragraph 5.1, the benefited person
must:

5.2.1 comply with all government agency requirements;

5.2.2 ensure all work is done properly and completed as quickly as practicable;

5.2.3 cause as little inconvenience as is reasonably practicable to the lot(s)
burdened and any occupier of the lot(s) burdened;

5.2.4 cause as little damage as is reasonably practicable to the lot(s) burdened
and any improvement on it;

5.2.5 restore the lot(s) burdened as nearly as is practicable to its former
condition; and

5.2.6 make good any collateral damage.

6. Interpretation

6.1 In this easement:

"burdened lot" means the servient tenement.

"burdened person" means the registered proprietor of the servient tenement.

"communication cable" means any form of cable through which any form of
communication is transmitted.

"drainage area" means the area generally located as shown with the letter I on the plan
but more particularly defined as the stormwater drainage line and pits shown in the
concept plan of service works enclosed with community management plan registered with
the plan.

(Doc.3)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 6 of 7 sheets)

Plan of subdivision of lot 10 in
deposited plan 270320

DP270320

"grantee" means the grantee and the grantee's successors in title as the registered proprietors for the time being of the benefited lot.

"grantor" means the grantor and the grantor's successors in title as the registered proprietors for the time being of the burdened lot.

"footpath" means a footpath constructed within areas marked G and H on the plan.

"road" means a road constructed within the area marked H on the plan.

"services" includes supply of water, gas, electricity, communications, television, the discharge of sewage, sullage and other fluid wastes, and any other services from time to time supplied through the easement area for supply to persons including the benefited person.

"services area" means the area generally located as shown with the letter J on the plan but more particularly defined as the service lines shown in the concept plans of service works enclosed with community management plan registered with the plan.

6.2 In this easement, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a thing or to land includes each part of that thing or land;
- (c) a reference to a person includes a reference to that person's executors, administrators, successors and assigns; and
- (d) an obligation, representation or warranty:
 - (1) in favour of two or more persons is for their benefit jointly and severally; and
 - (2) by two or more persons binds them jointly and each of them severally.



huoigan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Doc. 3)

Lengths are in metres

(Sheet 7 of 7 sheets)

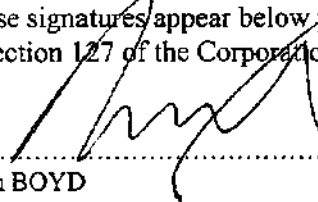
Plan of subdivision of lot 10 in
deposited plan 270320

DP270320

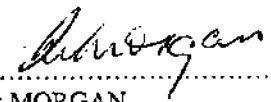
Certified correct for the purposes of the Real Property Act 1900 by the corporation named below signed by the authorised persons whose signatures appear below pursuant to the authority specified.

EXECUTED AS A DEED.

EXECUTED on behalf of PAYCE)
PROPERTIES PTY LIMITED ACN)
008 644 611 by the authorised persons)
whose signatures appear below pursuant)
to Section 127 of the Corporations Act:)


.....
Brian BOYD

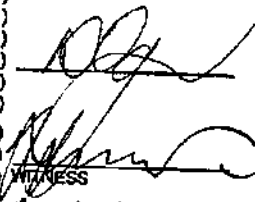
Director


.....
Mark MORGAN

Secretary

EXECUTED BY SUNCORP-METWAY LIMITED

SUNCORP METWAY Ltd A.C.N.
010 631 722 BY ITS ATTORNEY,
DEBBIE OGBORNE
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCAION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME


.....
WITNESS

DAVID APOSTOLIDIS
36 PITT ST
SYDNEY NSW

REGISTERED  PA 29.10.2004

**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

Lengths are in metres

(Sheet 1 of 10 sheets)

Plan: DP270320

Plan of subdivision of Lot 8 in
 DP270320

Name and address of the owner of
 the land:

Payce Properties Pty Limited
 ACN 008 644 611
 Suite 1.01, Baywater Drive
 HOMEBUSH BAY NSW

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction on the use of land 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 to support and shelter (whole of lots)	21 22	22 21
2	Easement for services (whole of lots)	22 21	21 22
3	Easement to use lift limited in height and depth (A)	21	22
4	Right of carriageway limited in height and depth (AA)	22	21
5	Right of footway 1.2, 1.5 and variable width limited in height and depth (C)	21	22
6	Easement to use fire stairs 1.21 wide limited in height and depth (B1)	21	22
7	Easement to use fire stairs 2.89 limited in height and depth (B2)	22	21
8	Easement to use fire stairs 1.21 wide limited in height and depth (B3)	21	22
9	Right of footway 2.89 wide (C1)	22	21

**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

Lengths are in metres

(Sheet 2 of 10 sheets)

Plan: **DP270320**

Plan of subdivision of Lot 8 in
DP270320

10	Right of footway variable width (C2)	21	22
11	Right of footway 1.7 wide (C3)	22	21
12	Right of footway 1.27 wide limited in height and depth (C4)	22	21
13	Easement for storage 2.44 wide limited in height and depth (D)	21	22
14	Easement over airspace to permit cranes (affecting the whole of the lot)	21 and 22	9
15	Restriction on use	22	Auburn Council

PART 2

Interpretation and Definitions

Definitions

In the easements referred in the plan the following words and expressions where used will have the corresponding meanings:

"**authority**" means a government, semi-government, local government, statutory public, ministerial or civil authority or body which has the capacity to issue orders or impose other regulations by statute.

"**benefited person**" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in the lot benefited including without limitation any freehold, leasehold, estate or interest in possession in the lot benefited and each part of the lot benefited.

"**benefited lot**" means the dominant tenement;

"**burdened lot**" means the servient tenement;

**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

Lengths are in metres

(Sheet 3 of 10 sheets)

Plan: **DP270320**

Plan of subdivision of Lot 8 in
DP270320

"burdened person" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in the lot burdened including without limitation any freehold or leasehold estate or interest in possession of the lot burdened and each part of the lot burdened.

"community association" means community association DP270320.

"community management statement" means the community management statement registered with deposited plan 270320.

"multi-purpose community hall" means the multi-purpose community hall and associated facilities on lot 22 in the plan as approved by the relevant statutory authorities.

"Payce" means Payce Properties Pty Limited ACN 008 644 611.

"plan" means the plan of subdivision of lot 8 in DP 270320 to which this instrument relates.

"plan of management" means the plan of management for the multi-purpose community hall as approved by the relevant authorities.

Interpretation:

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical form has a corresponding meaning.
- (d) "Clause", "paragraph", "schedule" or "sub-clause" means a clause, paragraph, schedule, or sub-clause respectively in this instrument.
- (e) Unless stated otherwise one provision does not limit the effect of another.

1 Terms of easement to support and shelter (whole of lots) firstly referred to in 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

Lengths are in metres

(Sheet 4 of 10 sheets)

Plan: **DP270320**

Plan of subdivision of Lot 8 in
DP270320

-
- 1.1 The burdened person grants full, free and unimpeded right to the benefited person to use the lot burdened for sub-adjacent and lateral support of, and shelter by, the structures erected on the burdened lot.
- 1.2 The benefited person must ensure that no structural or other damage will be caused to the lot burdened or any part of the lot burdened or any personal property in the lot burdened when exercising the rights granted by this easement.
- 2 Terms of easement for services (whole of lot) secondly referred to in the plan**
- 2.1 The burdened person grants full, free and unimpeded right to the benefited person and all persons authorised by it from time to time and at all times to:
- (a) use the lot burdened to provide services to or from the lot(s) benefited; and
 - (b) do anything reasonably necessary for that purpose, including entering the lot burdened, taking anything on to the lot burdened and carrying out work, such as repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
- 2.2 In exercising rights to carry out work on the lot burdened, the benefited person must:
- (a) comply with all requirements of any authority;
 - (b) ensure all work is done properly by the service provider or a licenced tradesman, and that the work is completed as quickly as practicable;
 - (c) cause as little inconvenience as is practicable to the burdened person and any person using the lot burdened;
 - (d) cause as little damage as is practicable to the lot burdened and any improvement on or within it;
 - (e) restore the lot burdened as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.
- 3 Terms of easement to use lift limited in height and depth thirdly referred to in 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

Lengths are in metres

(Sheet 5 of 10 sheets)

Plan: **DP270320**

Plan of subdivision of Lot 8 in
DP270320

-
- 3.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to use the lift being that part of the lot burdened marked "A" on the plan ("lift").
- 3.2 The benefited person must:
- (a) contribute 10% of all costs associated with the operation and repair and maintenance of the lift;
 - (b) any costs and expenses payable by the benefited person under clause 3.2(a) are payable upon the production of satisfactory evidence of costs and expenses by the burdened person.
- 4 Terms of right of carriageway limited in height and depth fourthly referred to in the plan**
- 4.1 The burdened person grants to the benefited person the full and free right to go, pass and repass over those parts of the burdened lot marked "AA" on the plan at all times and on the terms set out in this instrument.
- 4.2 The rights granted under this easement:
- (a) are subject to the right of the burdened person and other persons lawfully entitled to use the lot burdened from time to time, to use or continue to use the lot burdened in any manner that does not prevent the exercise of rights granted in this instrument;
 - (b) may be exercised on foot, with bicycles (wheeled not ridden) or using wheel chairs or disabled access aids and vehicles of gross weight not exceeding 2 tonnes;
 - (c) may be exercised with or without animals.
- 5 Terms of right of footway 1.2, 1.5 and variable width fifthly referred to in the plan**

The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to go, pass and repass over those parts of the lot burdened marked "C" on the plan.

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

ePlan

Lengths are in metres

(Sheet 6 of 10 sheets)

Plan: **DP270320**

Plan of subdivision of Lot 8 in
DP270320

**6 Terms of easement to use fire stairs 1.21 wide limited in height and depth (B1)
sixthly referred to in the plan**

The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to use the fire stairs being those parts of the lot burdened marked "B1" on the plan.

**7 Terms of easement to use fire stairs 2.89 wide limited in height and depth (B2)
seventhly referred to in the plan**

The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to use the fire stairs being those parts of the lot burdened marked "B2" on the plan.

**8 Terms of easement to use fire stairs 1.21 wide limited in height and depth (B3)
eighthly referred to in the plan**

The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to use the fire stairs being those parts of the lot burdened marked "B3" on the plan.

9 Terms of right of footway 2.89 wide ninthly referred to in the plan

The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to go, pass and repass over those parts of the lot burdened marked "C1" on the plan.

10 Terms of right of footway variable width tenthly referred to in the plan

The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to go, pass and repass over those parts of the lot burdened marked "C2" on the plan.

11 Terms of right of footway 1.7 wide eleventhly referred to in the plan

The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to go, pass and repass over those parts of the lot burdened marked "C3" on the plan.

**12 Terms of right of footway 1.27 wide limited in height and depth twelfthly
referred to in 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

Lengths are in metres

(Sheet 7 of 10 sheets)

Plan: **DP270320**

Plan of subdivision of Lot 8 in
DP270320

The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to go, pass and repass over those parts of the lot burdened marked "C4" on the plan.

13 Terms of easement for storage 2.44 wide limited in height and depth thirteenthly referred to in the plan

13.1 The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by it from time to time and at all times to use those parts of the lot burdened marked "D" for storage of goods and chattels including tools and equipment.

13.2 The rights granted under this easement are subject to the benefited person ensuring that:

- (a) the easement site is kept clean and tidy at all times;
- (b) the easement site is not used for the storage of any substance of an inflammable, volatile or explosive nature.

14. Terms of easement over airspace to permit cranes fourteenthly referred to in the plan

14.1 The burdened person grants full, free and unimpeded right to the benefited person and all persons authorised by it from time to time and at all times to allow cranes to enter into the airspace of the burdened lot where required.

14.2 In exercising rights to use airspace under paragraph 14.1, the benefited person must:

- (1) comply with all government agency requirements;
- (2) ensure all work is done properly and completed as quickly as practicable;
- (3) cause as little inconvenience as is reasonably practicable to the burdened lot and any occupier of the burdened lot;
- (4) cause as little damage as is reasonably practicable to the burdened lot and any improvement on it;

**Instrument setting out terms of easements or profits à prendre,
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ePlan

Lengths are in metres

(Sheet 8 of 10 sheets)

Plan: DP270320

Plan of subdivision of Lot 8 in
DP270320

- (5) restore the easement area as nearly as is practicable to its former condition;
and
- (6) make good any collateral damage.

14.3 The easement referred to in this paragraph 14 ceases to operate in respect of a benefited lot if:

- (a) Payce ceases to hold a fee simple or leasehold interest in any part of the benefited lot; and
- (b) Payce notifies each burdened person that the easement ceases to operate in respect of the benefited lot,

but the notice under paragraph (b) does not prejudice the continuing operation of the easement in relation to benefited lots to which the notice does not relate.

15. Terms of restriction on use fifteenthly referred to in the plan

The burdened person must not do anything to prevent the management of the multi-purpose community hall by the community association or its delegates in accordance with the plan of management.

16. Conditions applicable to all benefits granted in this instrument

The rights, easements and other benefits granted under this instrument are subject to:

- (a) the right of the burdened person and other persons lawfully entitled to use the lot(s) burdened from time to time, to use or continue to use the lot(s) burdened in any manner that does not prevent the exercise of rights granted in this instrument; and
- (b) the benefited person indemnifying the burdened person against all liability or loss arising from injury to or the death of any person or any damage to any property caused by the negligent or reckless exercise of the rights or performance of the obligations conferred by this instrument.

**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

Lengths are in metres

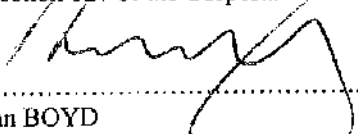
(Sheet 9 of 10 sheets)

Plan: **DP270320**

Plan of subdivision of Lot 8 in
DP270320

EXECUTED AS A DEED.

EXECUTED on behalf of PAYCE)
PROPERTIES PTY LIMITED ACN)
008 644 611 by the authorised persons)
whose signatures appear below pursuant)
to Section 127 of the Corporations Act:)


.....
Brian BOYD

Director



.....
Stephen WAINWRIGHT

Secretary


EXECUTED BY BOS INTERNATIONAL (AUSTRALIA) LIMITED

.....
Print full name:
Print authority:

EXECUTED by BOS INTERNATIONAL
(AUSTRALIA) LTD ABN 23 066 601 250 by its
duly constituted Attorney under Power of
Attorney Book 4467 No.58 for
NSW dated 19 July 2005 who has
no notice of revocation of such Power of
Attorney in the presence of:


.....
Name (please print):
WARWICK JAMES FINGATE

BOS INTERNATIONAL (AUSTRALIA)
LTD by its Attorney


.....
Signature
Michael Davidson
Director Structural Property Finance
Name and Title (please print):

**Instrument setting out terms of easements or profits à prendre,
intended to be created or released and of restrictions on the use
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ePlan

Lengths are in metres

(Sheet 10 of 10 sheets)

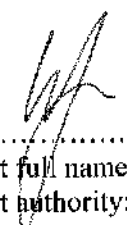
Plan: DP270320

Plan of subdivision of Lot 8 in
DP270320

**EXECUTED on behalf of the MINISTER FOR PLANNING
Under Delegation**

.....
Print full name:
Print authority:

**EXECUTED on behalf of Auburn Council
Under Delegation as a benefited body**


.....
Print full name: *GLENN RYAN*
Print authority: *MAYOR*

REGISTERED  22.6.2006

(Doc. 5)

**Instrument setting out terms of easements and restrictions on the use of
land intended to be created pursuant to section 88b of the
Conveyancing Act, 1919**

Lengths are in metres

5
(Sheet 1 of 7 sheets)

DP270320

Subdivision of lot 9 in DP 270320
covered by Subdivision Certificate
No. of

Name and address of the owner of
the land:

Payce Properties Pty Limited
ACN 008 644 611
8 Baywater Drive
Homebush Bay 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	Right of public access variable width designated (N) on plan	23, 24	Auburn Council

PART 2 (Terms)

- 1. Terms of right of public access firstly referred to in the abovementioned plan:**
 - 1.1 The grantor will not construct any building wall closer than 20 metres from the eastern outer edge of the top of the seawall used to protect 1/270320 from the tides in Homebush Bay ("20 metre zone"). The landward or western extent of the 20-metre zone coincides with the right of public access within the lots burdened as shown on the plan as (N) ("easement site").
 - 1.2 The grantor grants to the grantee, including (without limitation) the members of the public, the full and free right to go, pass and repass over the easement site on the terms set out in this easement.

(Doc 5)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of ⁵2 sheets)

Plan of subdivision of lot 9 in DP
270320

DP270320

-
- 1.3 The rights granted under this easement:
- (a) are subject to the right of the grantor and other persons lawfully entitled to use the lots burdened from time to time, to continue to use the easement site in any manner whatsoever that does not prevent the exercise of the rights and the public access granted under this easement;
 - (b) are for the grantee and the public to utilise the easement site on a non-exclusive basis;
 - (c) may be exercised on foot or using wheelchairs or disabled access aids or by vehicles less than 2 tonnes in weight or otherwise only with the consent of the responsible person.
 - (d) may be exercised with or without animals;
 - (e) may be exercised for recreational purposes only; and
 - (f) are subject to possible temporary restrictions imposed by the grantor for reasons of maintenance, public security or safety or any restrictions imposed by a government agency for any reason.
- 1.4 The grantor and the grantee agree that;
- (a) the easement site (other than such parts as the consent authority agrees are reasonable to exempt from the easement site) is available for dedication or transfer to a public authority to create public open space (classified as community land categorised as a park under Chapter 6 Part 2 of the Local Government Act 1993) for a term no less than the life of the strata scheme at any time in the future as determined by that public authority and at no cost to the public authority; and
 - (b) the dedication or transfer of the easement site will occur at the discretion of the consent authority at the same time and in accordance with the terms of the agreement for dedication set out in the public positive covenant registered with DP270320.

(Doc 5)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of ⁵/~~7~~ sheets)

Plan of subdivision of lot 9 in DP
270320

DP270320

2. Interpretation

2.1 In this easement:

"**consent authority**" means Auburn Council or the relevant consent authority at the time;

"**grantee**" means Auburn Council or the relevant consent authority at the time that any request for consent to release, vary or modify this easement is made;

"**grantor**" means the grantor and the grantor's successors in title as the registered proprietors for the time being of the lot burdened;

"**responsible person**" has the same meaning as in the community management statement for the community scheme 270320;

"**strata scheme**" means the schemes created by any strata plans registered over the lots burdened.

2.2 In this easement, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a thing or to land includes each part of that thing or land;
- (c) a reference to a person includes a reference to that person's executors, administrators, successors and assigns; and
- (d) an obligation, representation or warranty:
 - (1) in favour of two or more persons is for their benefit jointly and severally;
and
 - (2) by two or more persons binds them jointly and each of them severally.

(Doc 5)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

5
(Sheet 4 of 4 sheets)

Plan of subdivision of lot 9 in DP
270320

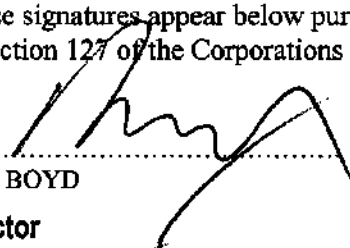
DP270320

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below signed by the authorised persons whose signatures appear below pursuant to the authority specified.

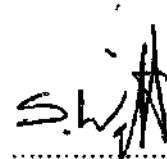
EXECUTED AS A DEED.

EXECUTED on behalf of PAYCE)
PROPERTIES PTY LIMITED ACN)
008 644 611 by the authorised persons)
whose signatures appear below pursuant)
to Section 127 of the Corporations Act:)

.....
Brian BOYD
Director



.....
Stephen WAINWRIGHT
Secretary



EXECUTION BY MORTGAGEE

EXECUTED by BOS INTERNATIONAL
(AUSTRALIA) LTD ABN 23 066 601 250 by its
duly constituted Attorney under Power of
Attorney Book 4467 No.58 for
NSW dated 19 July 2005 who has
no notice of revocation of such Power of
Attorney in the presence of:

BOS INTERNATIONAL (AUSTRALIA)
LTD by its Attorney:



Signature

W. O. H.
Name (please print):
WALWILL JAMES TINGLE
45 CLARENCE STREET
SYDNEY NSW 2000

MICHAEL DAVIDSON
Name and Title (please print):
DIRECTOR, STRUCTURED PROPERTY FINANCE

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

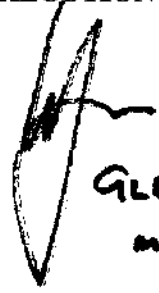
Lengths are in metres

(Sheet 5 of 5 sheets)

DP270320

Plan of subdivision of lot 9 in DP
270320

EXECUTION BY AUBURN COUNCIL


GLENN FRANCIS
MANAGER DEVELOPMENT SERVICES

REGISTERED  *P* 6-7-2006

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 (DOC.6)

Lengths are in metres:

(Sheet 1 of 3 sheets)

Plan: DP270320

Plan of Subdivision of Lot 22
in DP270320 and Easement over
Lot 21 in DP270320

**Full name and address
of the owner of the Land**

SH Homebush Pulse Pty Ltd
ACN 138 545 427
Ground Floor, 68 Waterloo Road
Macquarie Park NSW 2113

Michael Christopher Power and
Denise Margaret Power
C/- 363 Montague Road
West End Qld 4101

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 Services Variable Width Unlimited in Depth and Limited in Height (D1)	25 21/270320	26
2.	Right of Carriageway Variable Width Limited in Depth and Height (D2)	25	26

Lengths are in metres:

ePlan (DOC.6)
(Sheet 2 of 3 sheets)

Plan: **DP270320**

Plan of Subdivision of Lot 22
in DP270320 and Easement over
Lot 21 in DP270320

EXECUTED by
SH HOMEBUSH PULSE PTY LTD
ACN 138 545 427
in accordance with Section 127
of the Corporations Act

)
)
)
)
)



.....
Signature of Director

Toru Abe

.....
NAME (please print)



.....
Signature of Director/secretary

Kohji Fukano

.....
NAME (please print)

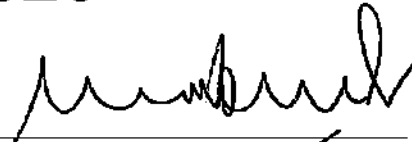


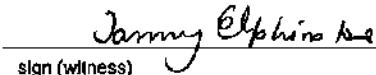
Lengths are in metres

Plan of Subdivision of Lot 22 in DP270320 and
Easement over Lot 21 in DP270320

Plan DP270320

Signed by **MICHAEL
CHRISTOPHER
POWER**


sign (signatory)


sign (witness)

the witness states that he or she is not a party
and was present when the signatory signed


TAMMY ELPHINSTONE

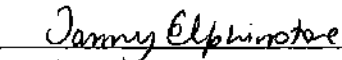
full name (witness)

363 MONTAGUE ROAD, WEST END Q 4101

address (witness)

Signed by **DENISE
MARGARET
POWER**


sign (signatory)


sign (witness)

the witness states that he or she is not a party
and was present when the signatory signed

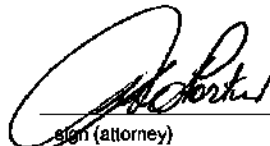
TAMMY ELPHINSTONE

full name (witness)

363 MONTAGUE ROAD WEST END Q 4101

address (witness)

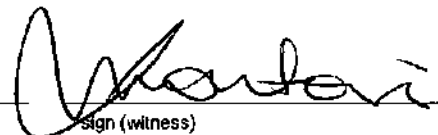
Signed by **BANK OF
QUEENSLAND
LIMITED ABN 32
009 656 740** by its
attorney under power
of attorney
book 4346
no 621


sign (attorney)

the attorney states that he or she has no
notice of termination or suspension of the
power

Graham Porter

full name (attorney)


sign (witness)

the witness states that he or she is not a party
and was present when the attorney signed

Lana Montoro

full name (witness)

level 6, 100 Skyring Terrace,
Newstead, Q, 4006

address (witness)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 1 of 4 sheets)

DP1076024

**Full Name and Address of the Registered
Proprietor of the Land:**

Payce Properties Pty Limited
ACN 008 644 611
9 Hill Road, Homebush Bay NSW 2127

PART 1

**1. Identity of easement firstly referred to
the Plan:**

Right of Carriageway 3.3 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Authority Benefited

3/776611

EnergyAustralia

**2. Identity of easement to be created
and secondly referred to the Plan:**

Easement for Electricity Purposes 3.3 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Authority Benefited

3/776611

EnergyAustralia

PART 2

Plan:

1. Terms of Easement firstly referred to in the Plan:

Right of Carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 (as amended) together with the right to park vehicles upon the right of carriageway.

2. Terms of Easement secondly referred to in the Plan:

1 Full right leave liberty and licence for EnergyAustralia its agents servants and workmen over that part of the lot burdened (herein referred to as the easement) to:

1.1 erect construct and place repair renew inspect maintain and remove electricity substation premises; and

SIGNED FOR AND ON BEHALF OF

SIGNED FOR AND ON BEHALF OF
ENERGYAUSTRALIA.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

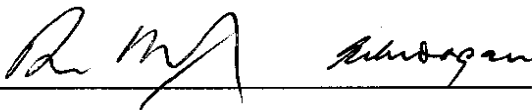
(Sheet 2 of 4 sheets)

Pla

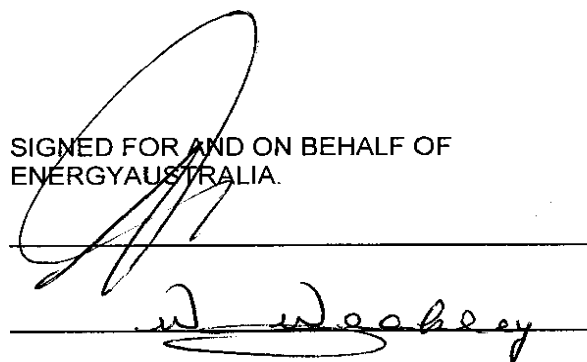
DP1076024

- 1.2 lay down erect construct and place repair renew inspect maintain and remove underground electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto through under and over the easement; and also
- 1.3 the free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the easement and the said electricity substation and electric mains when constructed.
- 2 TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the easement or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the easement or any part thereof.
- 3 AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the easement.
- 4 PROVIDED THAT EnergyAustralia shall not permit or suffer any person other than its officers servants agents and workmen aforesaid or any other person authorised by them or any of them to enter in or upon the easement.
- 5 AND PROVIDED FURTHER that except where EnergyAustralia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the easement EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the easement.
- 6 AND the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through under and over the easement AND that if any such damage or injury be done or interference be made the said registered proprietor of the lot burdened will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.

SIGNED FOR AND ON BEHALF OF



SIGNED FOR AND ON BEHALF OF
ENERGYAUSTRALIA.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 3 of 4 sheets)

DP1076024

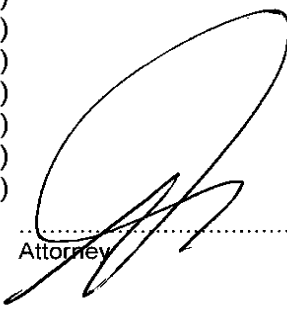
- 7 AND EnergyAustralia hereby covenants with the registered proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the registered proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.

- 8 AND FURTHER the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the easement nor will it without the like consent erect or permit to be erected any structure on above or below the easement.

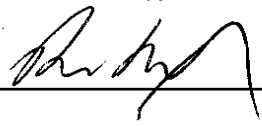
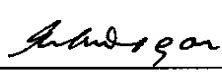
Name of Authority Empowered to Release, Vary or Modify Easements Firstly and Secondly Referred to in the Plan.


EnergyAustralia.

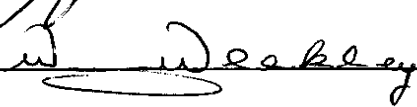
SIGNED SEALED AND DELIVERED for)
and on behalf of ENERGYAUSTRALIA by)
)
~~GRANT KENNETH GREENE-SMITH~~)
its duly constituted Attorney pursuant to)
Power of Attorney registered Book 4368)
No. 61)


.....
Attorney


.....
Witness

SIGNED FOR AND ON BEHALF OF
 

SIGNED FOR AND ON BEHALF OF
ENERGYAUSTRALIA




INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 4 of 4 sheets)

DP1076024

EXECUTED on behalf of **PAYCE
PROPERTIES PTY LIMITED ACN 008
644 611** by the authorised persons whose
signatures appear below pursuant to
Section 127 of the Corporations Act)
)
)
)
)
)


.....
Signature

Brian Boyd
Name of Officer

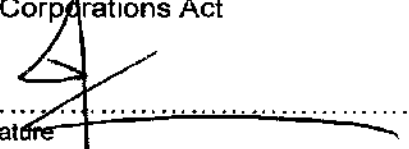
Director
Position held


.....
Signature

Mark Morgan
Name of Officer

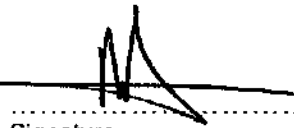
Secretary
Position held

EXECUTED on behalf of **JUNEDARK
PTY LIMITED ACN 003 371 999** by the
authorised persons whose signatures
appear below pursuant to Section 127 of
the Corporations Act)
)
)
)
)


.....
Signature

H.E. CHAPMAN
Name of Officer

SECRETARY
Position held


.....
Signature

Ronald C. Kai
Name of Officer

Director
Position held

EXECUTION BY SUNCORP-METWAY LIMITED

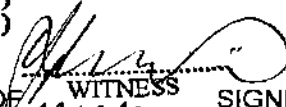
SUNCORP-METWAY Ltd. A.C.N.
010 831 722 BY ITS ATTORNEY

JOSEPH ANTHONY ELIAS NADER

WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION

SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONAL FOR AND ON BEHALF OF




.....
WITNESS
DAVID POSTAU
SB Pitt St
SYDNEY NSW

SIGNED FOR AND ON BEHALF OF
ENERGY AUSTRALIA.

REGISTERED  1-6-2005

**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 4 Sheets

Plan: **DP1243504**

Plan of easements affecting
Lot 3 in DP776611

Full name and address of
owner of the land:

WENTWORTH POINT 1 PTY LTD
ABN 58 605 294 844
PO BOX A664
Sydney South NSW 1235

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 electricity and other purposes 6m wide	3/776611	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
2	Easement for electricity and other purposes 6m wide	3/776611	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
3	Easement for electricity and other purposes 2.5m wide	3/776611	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

PART 2 (Terms)

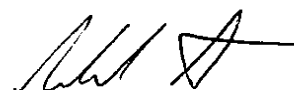
Terms of easement for electricity and other purposes numbered 1 in the Plan.

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Terms of easement for electricity and other purposes numbered 2 in the Plan.

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

HEMMLF5403029111



Plan **DP1243504**

Sheet 2 of 4 Sheets

Plan of easements affecting
Lot 3 in DP776611

Terms of easement for electricity and other purposes numbered 3 in the Plan.

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of authority empowered to release, vary, or modify the easements numbered 1, 2 and 3 in the plan.

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

Sheet 3 of 4 Sheets

Plan **DP1243504**

Plan of easements affecting
Lot 3 in DP776611

Signed, sealed and delivered for and on)
behalf of **Alpha Distribution Ministerial**)
Holding Corporation 58-605-294-844 in)
the presence of: 67 505 337 385 **RD**)
KP)
)

[Handwritten Signature]

Signature of Witness

[Handwritten Signature]

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

KEVIN PEK

Print name of Witness

Richard Dent

Name of Agent in full

52 MARTIN PLACE, SYDNEY NSW 2000

Plan **DP1243504**

Sheet 4 of 4 Sheets

Plan of easements affecting
Lot 3 in DP776611

- Sole Director/Secretary of Wentworth Point 1: Bilal El-Cheikh
/Secretary
ACN: 605 294 844
- Sole Director of
THP Australia Capital SDN BHD
ACN: 080 028 155

[Signature]
Bilal El-Cheikh
Sole Director/Secretary

- THP Treasury
Pty Ltd
ACN: 080 028 155

DATO ROSZALI OTHMAN

[Signature]
Sole Director/Secretary

- Mortgagee:
Maybank Investment Bank Berhad
ACN: N/A

[Signature]

V.SARASWATHY
Managing Director
Regional Head, Debt Markets
Maybank Investment Bank Berhad

HEM\MLF\5403029111

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

Lengths are in metres:

(Sheet 1 of 5 sheets)

Plan:

Plan of Easement Affecting Lot 2 in DP271179

DP1279047

Covered ByN/A.....
DatedN/A.....

**Full name and address
of the owner of the Land**

Wentworth Point 1 Pty Ltd
ACN 605 294 844
c/-Boroughs Australia Pty Ltd
Level 6, 77 Castlereagh Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	EASEMENT FOR USE AND ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E1)	2/271179	14/271179

PL 

Lengths are in metres:

(Sheet 2 of 5 sheets)

Plan:
Lot 2 in DP271179

Plan of Plan of Easement Affecting

DP1279047

Covered By ... N/A
Dated N/A.....

Part 2 (Terms)

1. Terms of Easement for Building and Access (E1)

1.1 Use of Easement Site

The Grantee may:

- (a) use the Easement Site for the Permitted Use; and
- (b) from time to time install, extend, alter, construct, dismantle, inspect, repair, replace, renew and maintain the improvements on and within the Easement Site.

1.2 Access

The Grantee may, and the Grantor must ensure that the Grantee and persons authorised by it may, access the Easement Site twenty four (24) hours a day without restriction, with or without tools, materials, plant and other apparatus without any interference from the Grantor.

1.3 Security of the Easement Site

- (a) The Grantee will ensure that all exterior doors and any other point of access in or to the Easement Site, are securely fastened at all times when the Grantee's employees, agents or contractors are not in attendance on the Easement Site.
- (b) If the Grantor becomes aware that those exterior doors or points of access are not securely fastened, it must promptly notify the Grantee.

1.4 Grantee to Maintain

The Grantee must at its cost:

- (a) maintain the improvements on or within the Easement Site;
- (b) effect public liability insurance for the sum of \$20,000,000 for the Easement Site; and
- (c) immediately repair any damage to the Easement Site caused by the Grantee's act or default.

1.5 Rates and Taxes

The Grantee must pay any rates and taxes that may be levied in connection with the Easement Site.



Lengths are in metres:

(Sheet 3 of 5 sheets)

Plan:

Lot 2 in DP271179

Plan of Plan of Easement Affecting

DP1279047

Covered By N/A
Dated N/A.....

1.6 Grant

The terms of this easement are covenants and agreements between the Grantee, their successors and assigns and every other person who is entitled from time to time to an estate or interest in possession in the Lot Benefited (or any part of them with which the right is capable of enjoyment) and the Grantee, their successors and assigns and every other person who is entitled from time to time to an estate or interest in possession in the Lot Burdened to the intent that the covenants are annexed to and pass with the benefit and burden of this easement.

1.7 Release

This easement will be automatically released on the date which is five (5) years from the date of registration of the Instrument.

1.8 Definitions

In this clause 1 the following definitions apply:

Easement Site means the easement site marked E1 on the Plan and includes all improvements on the easement site.

Grantee means the registered proprietor of the Lot Benefited.

Grantor means the registered proprietor of the Lot Burdened.

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

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

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

Permitted Use means offices, storage and any ancillary office use.

Plan means the plan to which this Instrument relates.



Lengths are in metres:

(Sheet 4 of 5 sheets)

Plan:
Lot 2 in DP271179

Plan of Plan of Easement Affecting

DP1279047


Covered By ... N/A
Dated N/A.....

EXECUTED for and on behalf of)
Wentworth Point 1 Pty Ltd)
ACN 605 294 844 by its duly)
constituted attorney under Power of)
Attorney dated 17 September 2021)
Registered Book 4791 No.43 in the)
presence of:)

yousef)
.....)
Signature of witness)

Yousef El-Cheikh)
.....)
Name of witness)

Suite 41.02, Level 41, 2 Park St)
Sydney NSW 2000)
.....)
Address of witness)



.....
Signature of attorney
Nigel Lawrence Farquhar

Lengths are in metres:

(Sheet 5 of 5 sheets)

Plan:
Lot 2 in DP271179

Plan of Plan of Easement Affecting

DP1279047

Covered By N/A
Dated N/A.....

MORTGAGEE under AK378583 and AR499872:

EXECUTED for and on behalf of)
MAJOR CREATIVITY HOLDINGS II)
LIMITED (ARBN 629 677 596) by its)
duly authorised signatory in the)
presence of:)

.....)
Signature of witness)

AGNES IP)

.....)
Name of witness)
33F., THREE PACIFIC PLACE,)
1 QUEEN'S ROAD EAST, HONG KONG)
Address of witness)

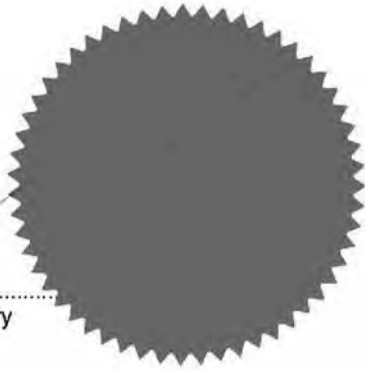


.....)
Signature of authorised signatory)

PETER LAW)

.....)
Name of authorised signatory)

By executing this deed, the signatory)
warrants that the signatory is duly)
authorised to execute this deed on)
behalf of MAJOR CREATIVITY)
HOLDINGS II LIMITED)



Instrument setting out terms of easement 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 2

DP1053772

Plan of easements within Lot 22 in
DP 1044874

Full name and address of proprietors of the land:

Payce Properties Pty Limited
Level 2, 320 Liverpool Road
ASHFIELD NSW 2131

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 to permit encroaching structure to remain 1 wide (A)	22/1044874	5/270320
2	Easement to permit encroaching structure to remain 3 wide (B)	22/1044874	5/270320

Part 2 (Terms)

Not applicable



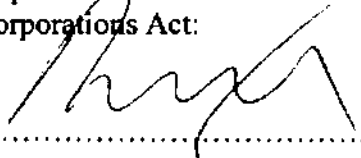
Instrument setting out terms of easement or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B Conveyancing Act 1919

Sheet 2 of 2

Plan of easements within Lot 22 in
DP 1044874

DP1053772

EXECUTED on behalf of PAYCE)
PROPERTIES PTY LIMITED)
ACN 008 644 611 by the authorised)
persons whose signatures appear)
below pursuant to Section 127 of)
the Corporations Act:)



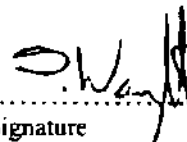
.....
Signature

Brian BOYD

.....
Name of Officer

Director

.....
Position held



.....
Signature

Stephen WAINWRIGHT

.....
Name of Officer

Secretary

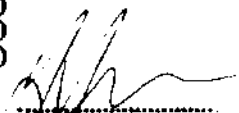
.....
Position held

EXECUTION BY SUNCORP~METWAY LIMITED:

SUNCORP~METWAY Ltd. A.C.N.
010 831 722 BY ITS ATTORNEY

MARIO MATOSO CALEITE

WHO CERTIFIES THAT THEY ARE A)
LEVEL II ATTORNEY PURSUANT)
TO POWER OF ATTORNEY BOOK)
2859 NO. 372 OF WHICH THEY HAVE)
RECEIVED NO NOTICE OF)
REVOCAION)
SIGNED IN MY PRESENCE BY)
THE SAID ATTORNEY WHO IS)
PERSONALLY KNOWN TO ME)



.....
WITNESS

DAVID APOSTOLIDES
56 FITT ST
SYDNEY

REGISTERED  7.8.2003

STRATA PLAN FORM 1

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

ePlan OFFICE USE ONLY

<p align="center">STRATA CERTIFICATE</p> <p>*Name of land/ Accredited Certifier: BRIAN MAGUIRE being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposal: * strata plan of subdivision * strata plan of subdivision</p> <p>Illustrated in the measure to this certificate. * The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with. * The strata plan/strata plan of subdivision is part of a development scheme. The "accredited certifier" is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the scope of the strata development contract to which it relates. * The council does not object to the encroachment of the building beyond the original of..... * The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment. * The approval is given on the condition that the use of lot (s) (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 88 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986. Date: 18-5-06 Subdivision No: SC 06-04 Accreditation No: PIA 3003 Relevant Development Consent No: 493-11-2003 Issued by: DEPARTMENT INFRASTRUCTURE, PLANNING & NATURAL RESOURCES</p> <p align="center">"SEE SIGNATURES FORM" <i>Accredited Person / General Manager / Accredited Certifier</i></p>	<p align="center">SURVEYOR'S CERTIFICATE</p> <p>I, JACEK IDZIKOWSKI of LOCKLEY LAND TITLE SOLUTIONS P.O. BOX 400 GLADESVILLE, 1675 a surveyor registered under the Surveying Act 2002, hereby certify that:</p> <p>(1) each applicable requirement of * Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 * Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met; (2) * (a) the building encroaches on a public place; * (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate assessment: * has been created by registered + * is to be created under section 88B of the Conveyancing Act 1919 (3) the survey information recorded in the accompanying location plan is accurate.</p> <p align="center">Signature: "SEE SIGNATURES FORM" Date: 27-4-2006</p> <p>* Delete if inapplicable * State whether dealing or plan, and quote registered number.</p> <p>This is sheet 1 of my plan in 12 sheets.</p>
<p align="center">SCHEDULE OF UNIT ENTITLEMENT</p> <p>MIXED USE Model By-Laws adopted for this scheme- Keeping of Animals: Option A/B/C * Schedule of By-Laws in 10 sheets filed with plan * No By-Laws apply. * strike out whichever is inapplicable</p>	<p align="center">PLAN OF SUBDIVISION OF LOT 18 IN D.P270320</p> <p>L.G.A: AUBURN Suburb/Locality: HOMEBUSH BAY</p> <p>Parish: ST JOHN County: CUMBERLAND</p> <p>Reduction Ratio 1: Lengths are in metres</p> <p>Name of, and *address for service of notices on, the owners corporation *Address required on original strata plan only</p> <p align="center">THE OWNERS – STRATA PLAN No 77017 "SORRENTO" No 19 HILL ROAD, HOMEBUSH BAY, N.S.W 2127</p>
<p align="center">"SEE SHEET 3 FOR UNIT ENTITLEMENTS"</p>	<p align="center">FOR LOCATION PLAN SEE SHEET 2</p> <p>Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.</p> <p>PURSUANT TO SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. RIGHT TO PERMIT ROCK ANCHORS (WHOLE OF LOT) (BB) 2. EASEMENT OVER AIRSPACE TO PERMIT CRANES (WHOLE OF LOT) (C) 3. EASEMENT FOR SUPPORT OF RETAINING WALL AND UNDERPINNING 0.14 WIDE (A) 4. RESTRICTION ON USE 5. RESTRICTION ON USE <p align="center">FOR SIGNATURES, SEALS AND CERTIFICATES SEE SIGNATURES FORM</p>

Plan Drawing only to appear in this space

SP77017

SCHEDULE OF UNIT ENTITLEMENT

LOT No	UNIT ENTITLEMENT	LOT No	UNIT ENTITLEMENT	LOT No	UNIT ENTITLEMENT
1	87	42	87	83	81
2	82	43	87	84	83
3	82	44	87	85	98
4	82	45	87	86	82
5	65	46	87	87	82
6	67	47	89	88	82
7	67	48	97	89	82
8	65	49	90	90	82
9	65	50	74	91	94
10	65	51	70	92	61
11	91	52	70	93	61
12	89	53	94	94	65
13	81	54	93	95	67
14	64	55	93	96	66
15	60	56	93	97	87
16	60	57	93	98	100
17	91	58	91	99	86
18	86	59	98	100	68
19	86	60	92	101	88
20	86	61	88	102	102
21	86	62	91	103	90
22	83	63	88	104	90
23	91	64	88	105	90
24	85	65	92	106	90
25	82	66	99	107	90
26	82	67	93	108	93
27	82	68	66	109	66
28	82	69	81	110	66
29	86	70	95	111	68
30	89	71	67	112	69
31	87	72	82	113	90
32	66	73	82	114	102
33	61	74	82	115	92
34	61	75	66	116	70
35	94	76	66	117	92
36	89	77	60	118	109
37	89	78	60	119	112
38	89	79	62	120	190
39	89	80	82	TOTAL	10000
40	87	81	81		
41	94	82	96		

Reduction Ratio 1:

lengths are in metres

"SEE SIGNATURES FORM"

"SEE SIGNATURES FORM"

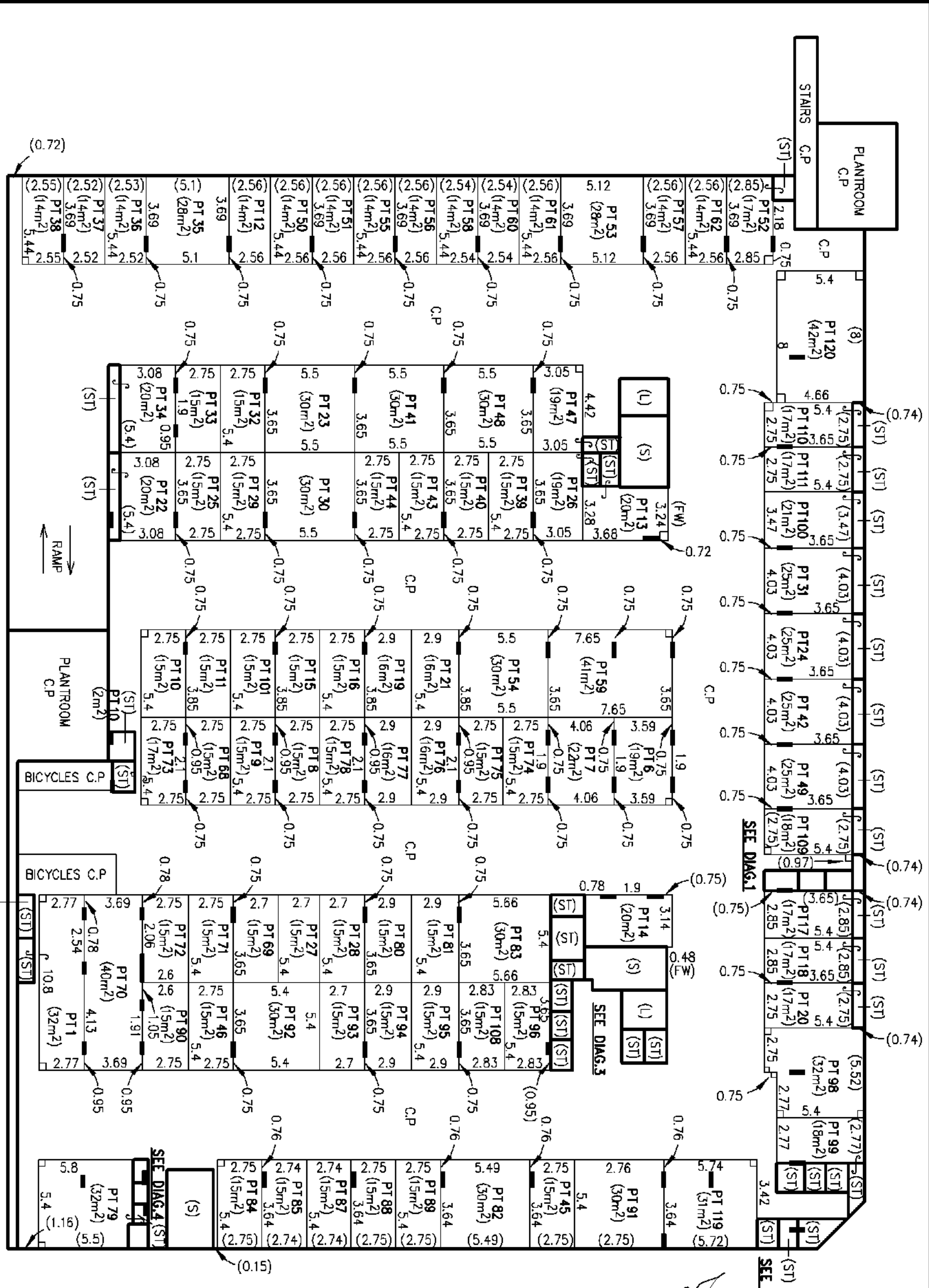
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 23323/27322SP

SP2 WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 4 of 12 Sheets ePlan



BASEMENT (CARPARKING)

ALL AREAS ARE APPROXIMATE AND PROVIDED ONLY FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
 C.P DENOTES COMMON PROPERTY
 (S) DENOTES STAIRS (C.P)
 (L) DENOTES LIFT (C.P)
 (ST) DENOTES STORAGE

(FW) DENOTES PROLONGATION OF FACE OF WALL
 — DENOTES PROLONGATION OF CENTRELINE OF COLUMN
 — DENOTES RIGHT ANGLE 90°
 V.P DENOTES VISITOR PARKING (C.P)

Reduction Ratio 1: 250
 "SEE SIGNATURES FORM"
 Registered Surveyor
 SURVEYOR'S REFERENCE: 23323/27322SORRENTO
 "SEE SIGNATURES FORM"
 Authorised Person/General Manager/Accredited Certifier

SP77017

DIAGRAM 1
1:250

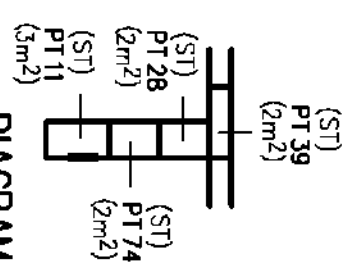


DIAGRAM 2
1:250

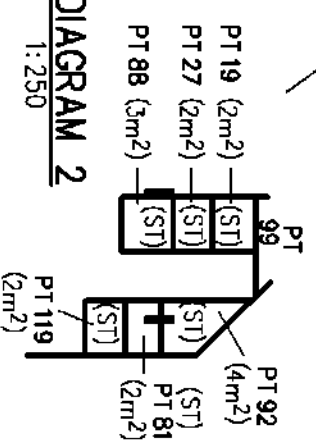


DIAGRAM 3
1:250

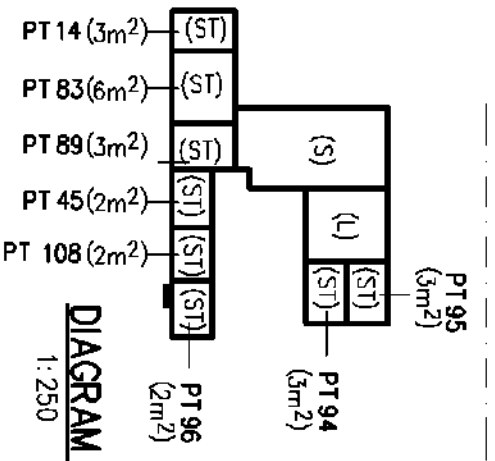
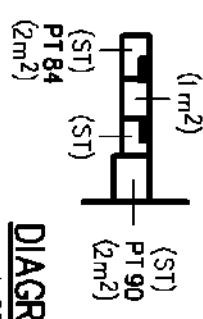


DIAGRAM 4
1:250



ALL PLANTER WALLS WITHIN COURTYARDS
 FORM PART OF COMMON PROPERTY

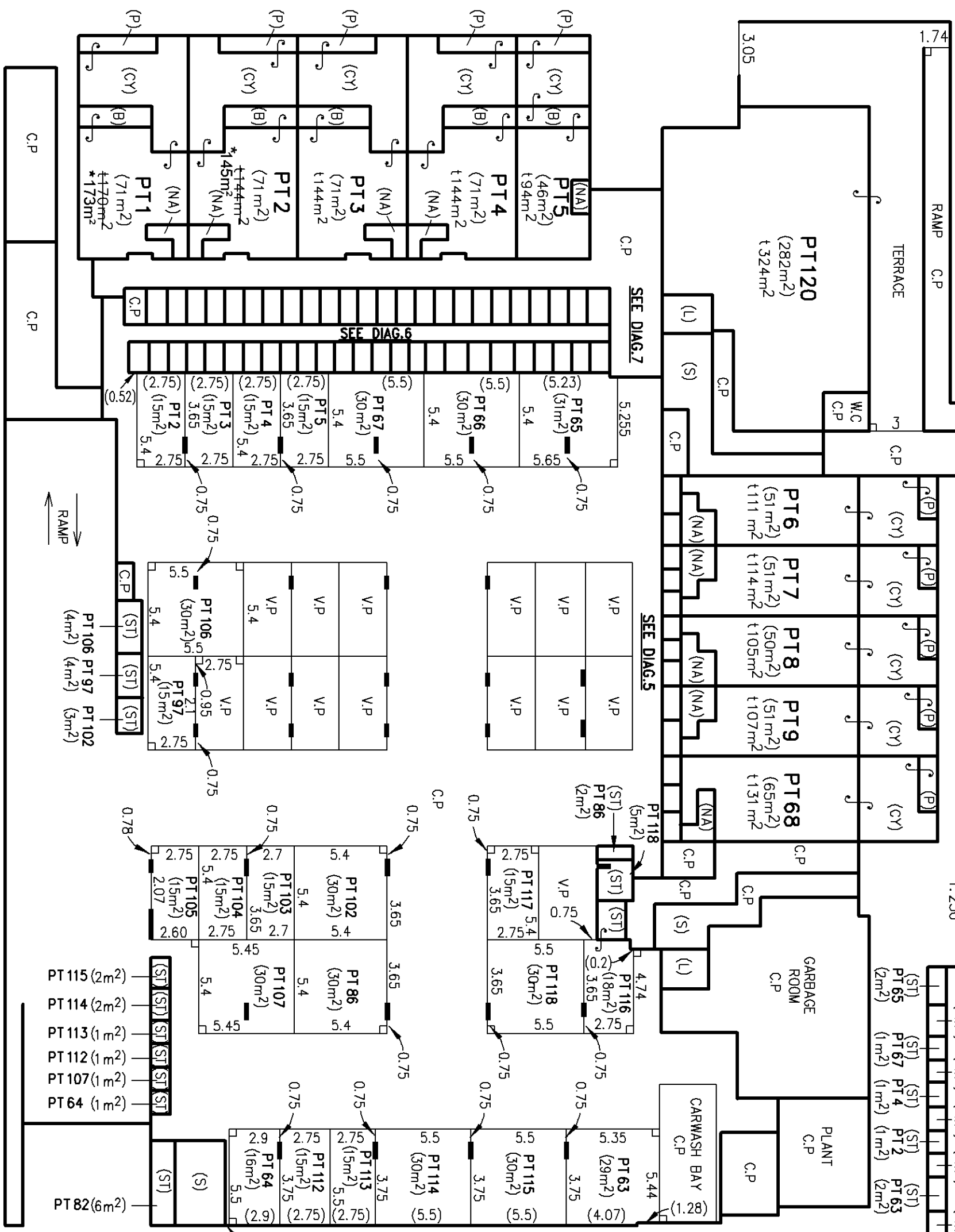


DIAGRAM 5
 1:250

- (ST) PT 66 (1m²)
- (ST) PT 5 (1m²)
- (ST) PT 3 (1m²)
- (ST) PT 2 (1m²)
- (ST) PT 63 (2m²)
- (ST) PT 105 (2m²)
- (ST) PT 103 (1m²)
- (ST) PT 104 (1m²)
- (ST) PT 117 (1m²)
- (ST) PT 104 (1m²)

SP77017

- C.P DENOTES COMMON PROPERTY
- (B) DENOTES BALCONY
- (CY) DENOTES COURTYARD
- (L) DENOTES LIFT (C.P)
- (P) DENOTES PLANTER
- (S) DENOTES STAIRS (C.P)
- (ST) DENOTES STORAGE
- (T) DENOTES TERRACE
- (VP) DENOTES VISITOR PARKING (C.P)
- (FW) DENOTES PROLONGATION OF FACE OF WALL
- └ DENOTES RIGHT ANGLE 90°
- (NA) INACCESSIBLE AREA UNDER STAIRS (C.P)

LEVEL 1 & CARPARKING

- DENOTES CENTRELINE OF COLUMN
- DENOTES PROLONGATION OF COLUMN FACE

Reduction Ratio 1: 250

DIAGRAM 7
 (N.T.S)



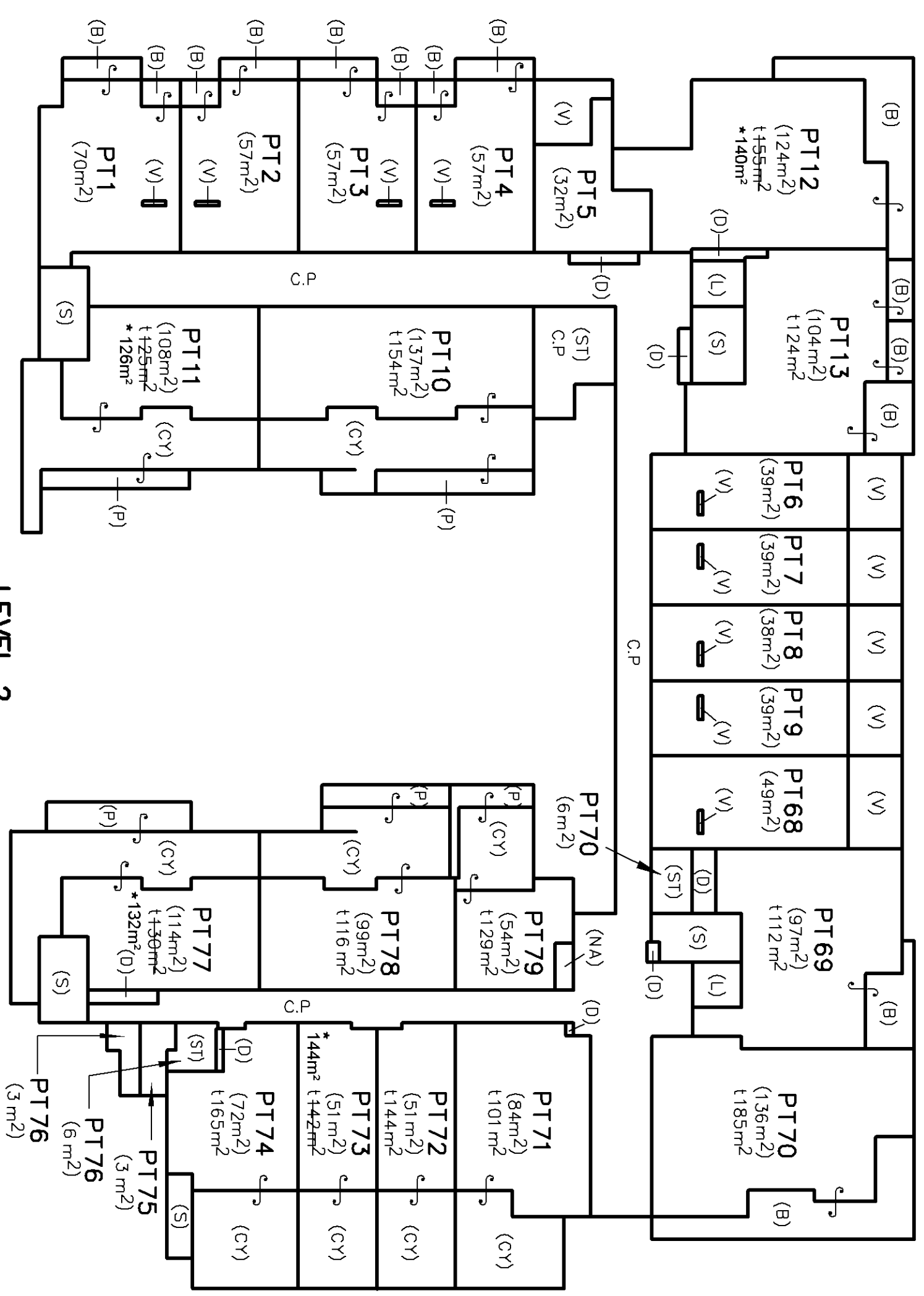
DIAGRAM 6
 1:250

- PT 76 (2m²) (ST)
- PT 23 (2m²) (ST)
- PT 77 (2m²) (ST)
- PT 71 (2m²) (ST)
- PT 72 (2m²) (ST)
- PT 33 (2m²) (ST)
- PT 16 (2m²) (ST)
- PT 62 (2m²) (ST)
- PT 61 (2m²) (ST)
- PT 60 (2m²) (ST)
- PT 59 (2m²) (ST)
- PT 58 (2m²) (ST)
- PT 57 (2m²) (ST)
- PT 56 (2m²) (ST)
- PT 55 (2m²) (ST)
- PT 54 (2m²) (ST)
- PT 53 (2m²) (ST)
- PT 30 (2m²) (ST)
- PT 50 (2m²) (ST)
- PT 8 (2m²) (ST)
- PT 68 (2m²) (ST)
- PT 7 (2m²) (ST)
- PT 6 (2m²) (ST)
- PT 101 (2m²) (ST)
- PT 85 (2m²) (ST)
- PT 87 (2m²) (ST)
- PT 21 (2m²) (ST)
- PT 15 (2m²) (ST)
- PT 93 (2m²) (ST)
- PT 91 (2m²) (ST)
- PT 25 (2m²) (ST)
- PT 32 (2m²) (ST)
- PT 35 (2m²) (ST)
- PT 36 (2m²) (ST)
- PT 37 (2m²) (ST)
- PT 38 (2m²) (ST)
- PT 12 (2m²) (ST)
- PT 40 (2m²) (ST)
- PT 41 (2m²) (ST)
- PT 80 (2m²) (ST)
- PT 44 (2m²) (ST)
- PT 44 (2m²) (ST)
- PT 29 (2m²) (ST)
- PT 46 (2m²) (ST)
- PT 46 (2m²) (ST)
- PT 97 (2m²) (ST)
- PT 78 (2m²) (ST)
- PT 75 (2m²) (ST)
- PT 48 (2m²) (ST)
- PT 9 (2m²) (ST)

ALL AREAS ARE APPROXIMATE AND PROVIDED ONLY FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
 ALL PLANTERS HAVE CONCRETE BASE.
 THE STRATUM OF PLANTERS IS LIMITED IN HEIGHT TO 2.5m ABOVE THEIR CONCRETE BASE EXCEPT WHERE COVERED.
 THE STRATUM OF THE BALCONIES, TERRACE AND COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

"SEE SIGNATURES FORM"
 Registered Surveyor
 SURVEYOR'S REFERENCE: 23323/27322SP
 "SEE SIGNATURES FORM"
 Authorised Person/General Manager/Accredited Certifier

SP77017



LEVEL 2

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

- C.P DENOTES COMMON PROPERTY
- (B) DENOTES BALCONY
- (CY) DENOTES COURTYARD
- (D) DENOTES DUCT (C.P)
- (L) DENOTES LIFT (C.P)
- (P) DENOTES PLANTER
- (S) DENOTES STAIRS (C.P)
- (ST) DENOTES STORE
- (V) DENOTES VOID OVER LEVEL BELOW
- (NA) INACCESSIBLE AREA UNDER STAIRS (C.P)

THE STRATUM OF THE BALCONIES AND COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED. ALL PLANTERS HAVE CONCRETE BASE. THE STRATUM OF PLANTERS ARE LIMITED IN HEIGHT TO 2.5m ABOVE THEIR CONCRETE BASE EXCEPT WHERE COVERED.

Reduction Ratio 1: 250

lengths are in metres

"SEE SIGNATURES FORM"

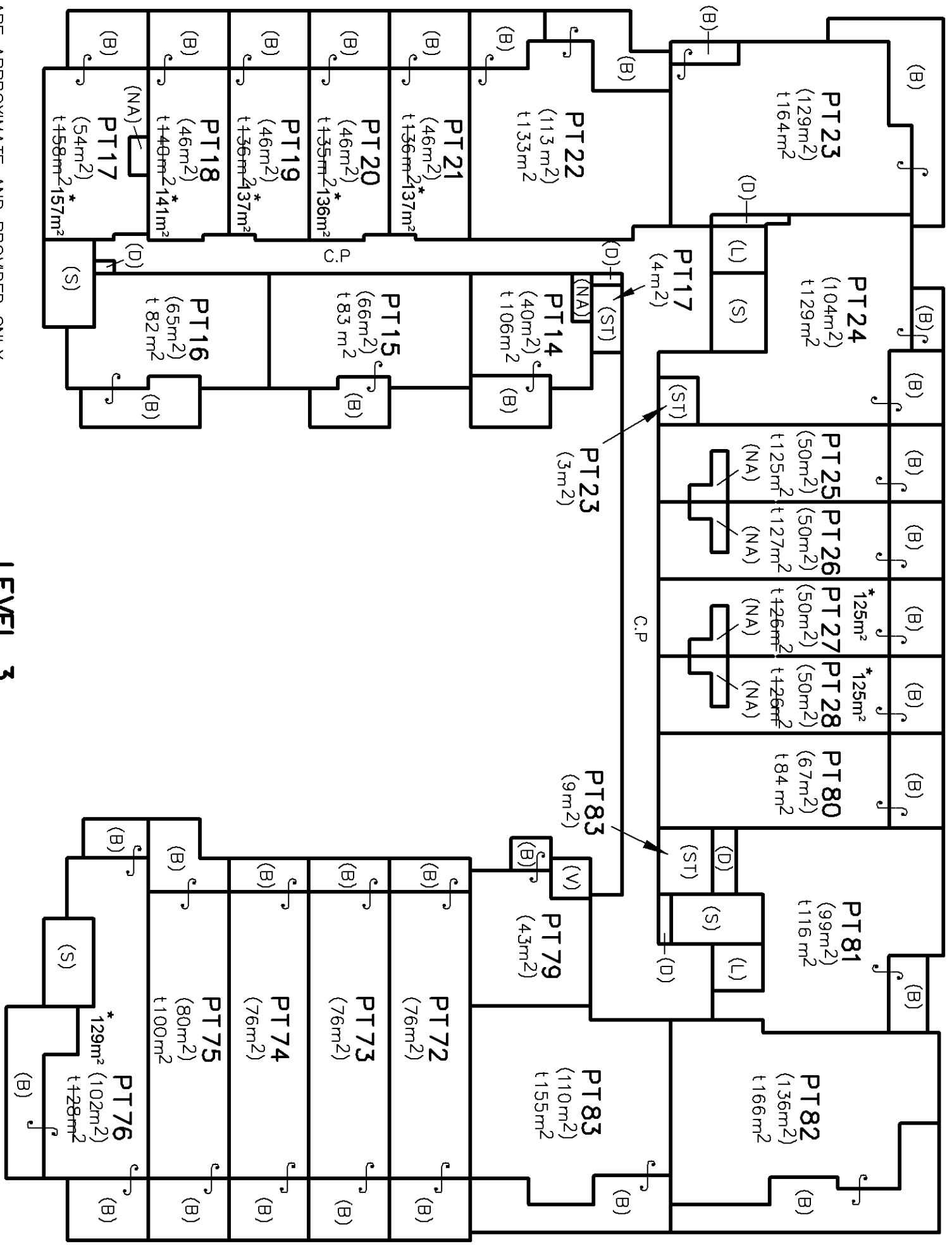
Registered Surveyor

SURVEYOR'S REFERENCE: 23323/27322SP

"SEE SIGNATURES FORM"

Authorised Person/General Manager/Accredited Certifier

SP77017



LEVEL 3

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

C.P - DENOTES COMMON PROPERTY

(B) DENOTES BALCONY

(D) DENOTES DUCT (C.P)

(L) DENOTES LIFT (C.P)

(NA) INACCESSIBLE AREA UNDER STAIRS (C.P)

(S) DENOTES STAIRS (C.P)

(ST) DENOTES STORE

(V) DENOTES VOID OVER LEVEL BELOW

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

Reduction Ratio 1: 250

lengths are in metres

"SEE SIGNATURES FORM"

Registered Surveyor

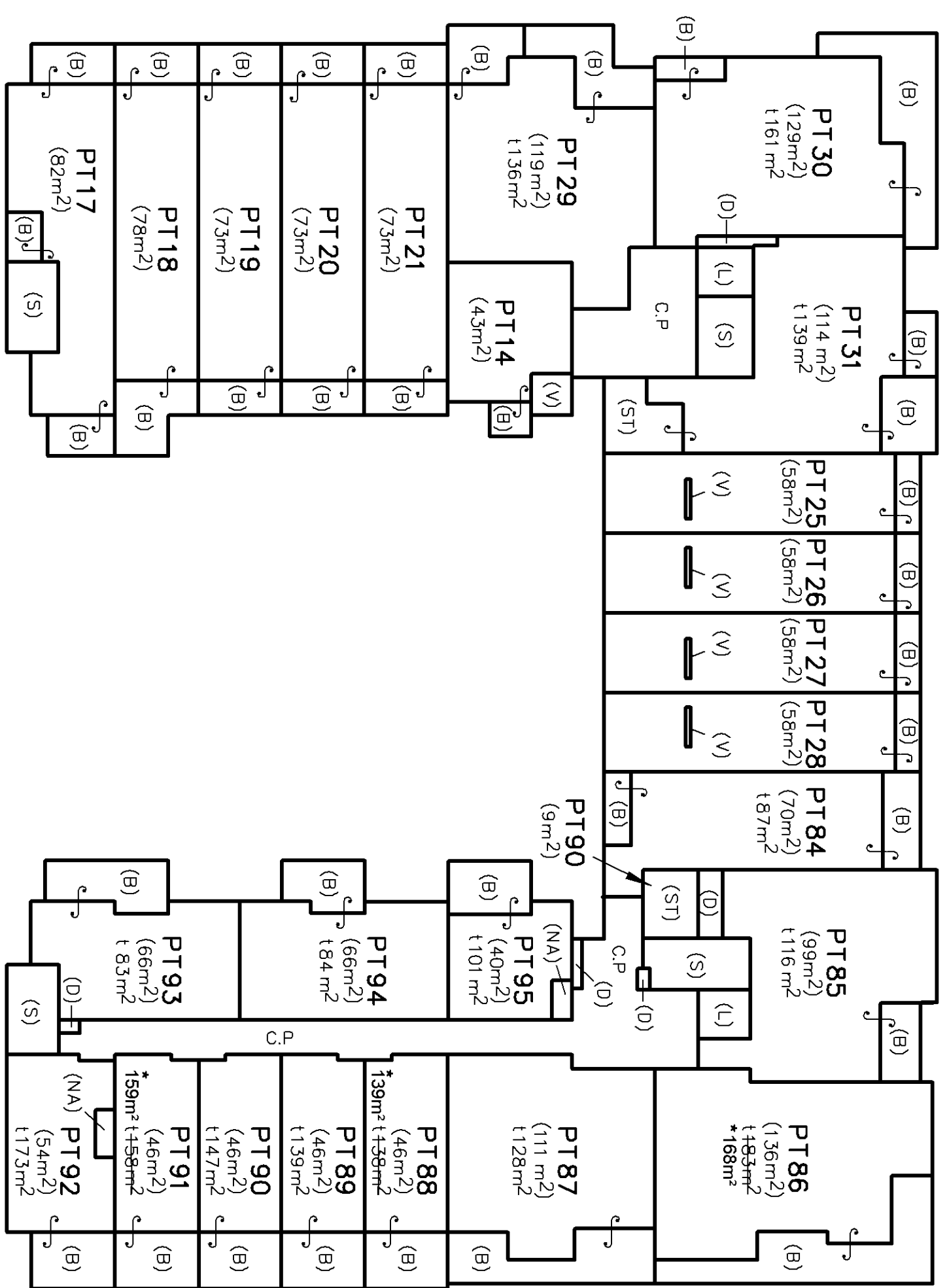
SURVEYOR'S REFERENCE: 23323/27322SP

"SEE SIGNATURES FORM"

Authorised Person/General Manager/Accredited Certifier



SP77017



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

LEVEL 4

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

- C.P - DENOTES COMMON PROPERTY
- (B) DENOTES BALCONY
- (D) DENOTES DUCT (C.P)
- (L) DENOTES LIFT (C.P)
- (NA) INACCESSIBLE AREA UNDER STAIRS (C.P)
- (S) DENOTES STAIRS (C.P)
- (ST) DENOTES STORE
- (V) DENOTES VOID OVER LEVEL BELOW

Reduction Ratio 1: 250

lengths are in metres

"SEE SIGNATURES FORM"

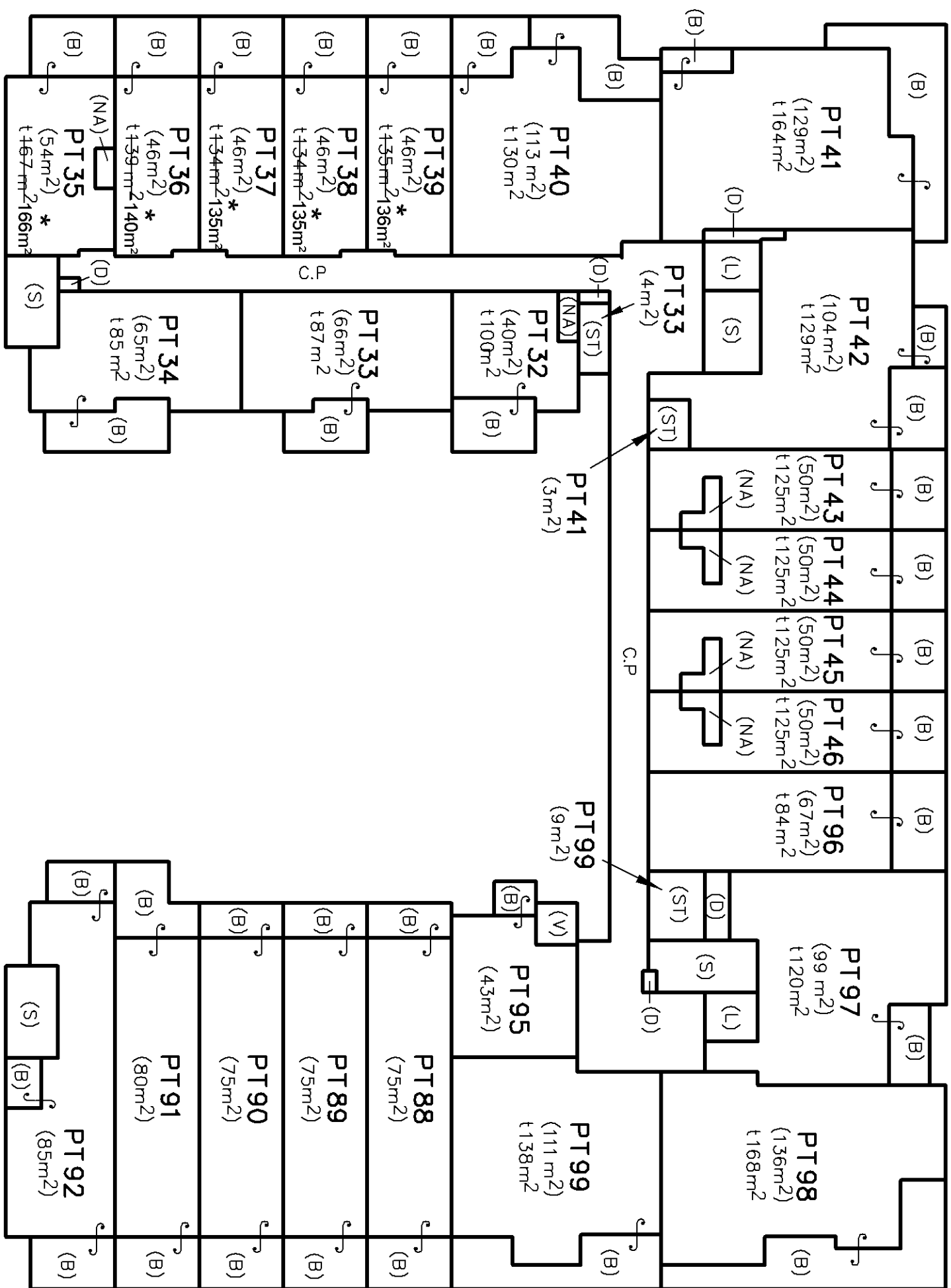
"SEE SIGNATURES FORM"

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 23323/27322SP

SP77017



LEVEL 5

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

C.P - DENOTES COMMON PROPERTY

(B) DENOTES BALCONY

(D) DENOTES DUCT (C.P)

(L) DENOTES LIFT (C.P)

(NA) INACCESSIBLE AREA UNDER STAIRS (C.P)

(S) DENOTES STAIRS (C.P)

(ST) DENOTES STORE

(V) DENOTES VOID OVER LEVEL BELOW

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

Reduction Ratio 1: 250

lengths are in metres

"SEE SIGNATURES FORM"

Registered Surveyor

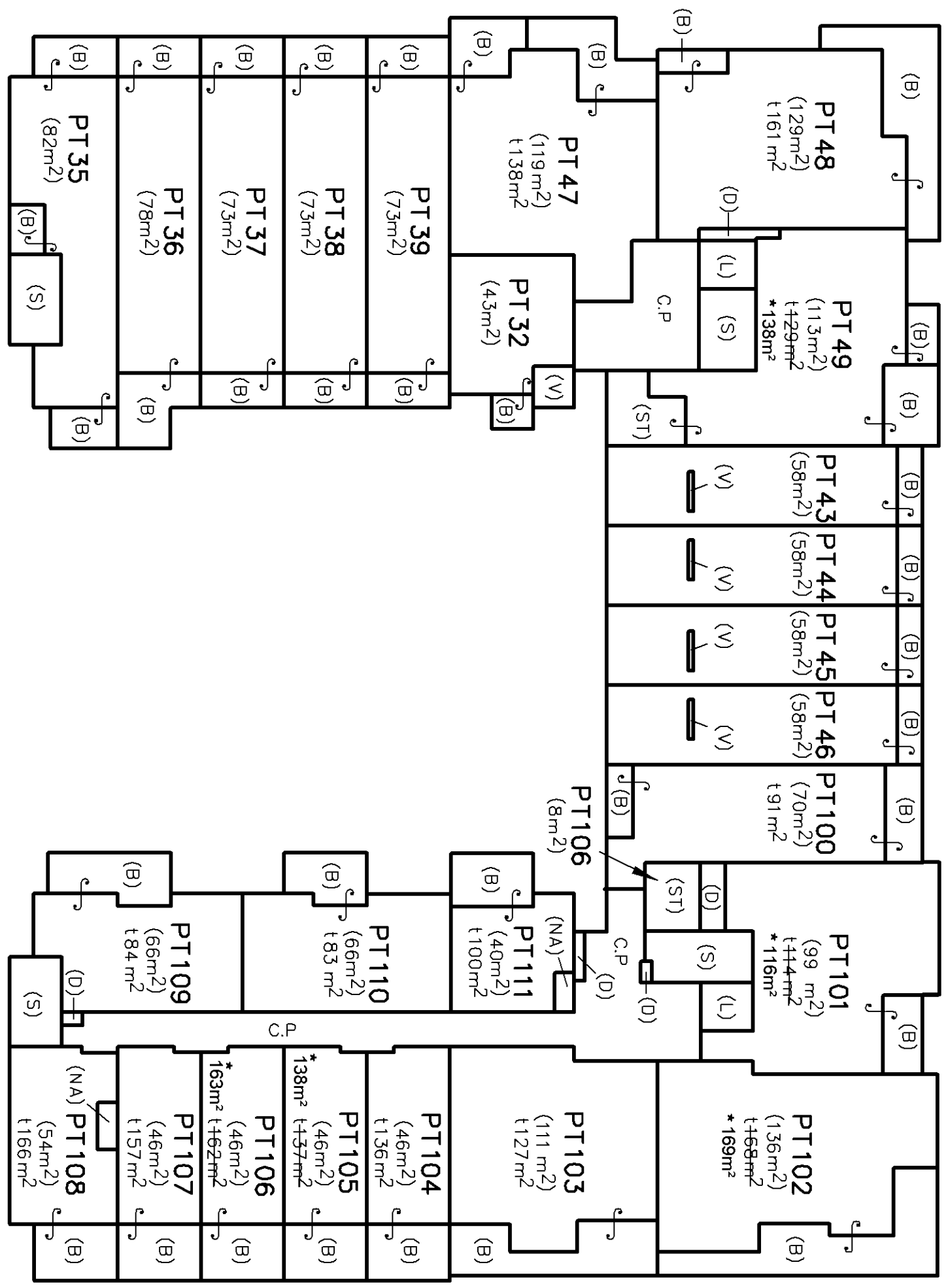
SURVEYOR'S REFERENCE: 23323/27322SP

"SEE SIGNATURES FORM"

Authorised Person/General Manager/Accredited Certifier



SP77017



LEVEL 6

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

C.P. - DENOTES COMMON PROPERTY

(B) DENOTES BALCONY

(D) DENOTES DUCT (C.P)

(L) DENOTES LIFT (C.P)

(NA) INACCESSIBLE AREA UNDER STAIRS (C.P)

(S) DENOTES STAIRS (C.P)

(ST) DENOTES STORE

(V) DENOTES VOID OVER LEVEL BELOW

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

Reduction Ratio 1: 250

lengths are in metres

"SEE SIGNATURES FORM"

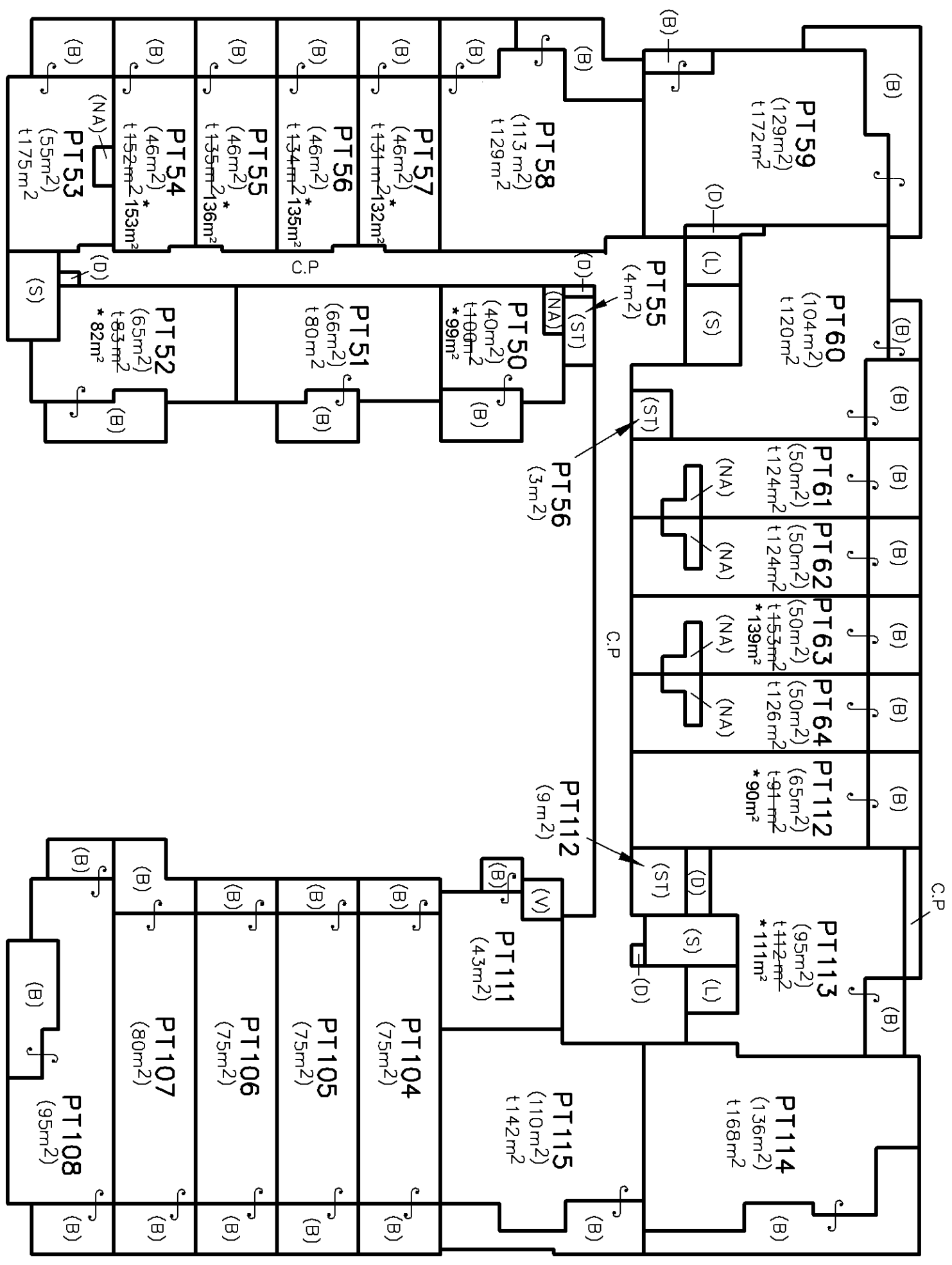
Registered Surveyor

SURVEYOR'S REFERENCE: 23323/27322SP

"SEE SIGNATURES FORM"

Authorised Person/General Manager/Accredited Certifier

SP77017



LEVEL 7

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

- C.P - DENOTES COMMON PROPERTY
- (B) DENOTES BALCONY
- (D) DENOTES DUCT (C.P)
- (L) DENOTES LIFT (C.P)
- (NA) INACCESSIBLE AREA UNDER STAIRS (C.P)
- (P) DENOTES PLANTER
- (S) DENOTES STAIRS (C.P)
- (ST) DENOTES STORE
- (V) DENOTES VOID OVER LEVEL BELOW

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

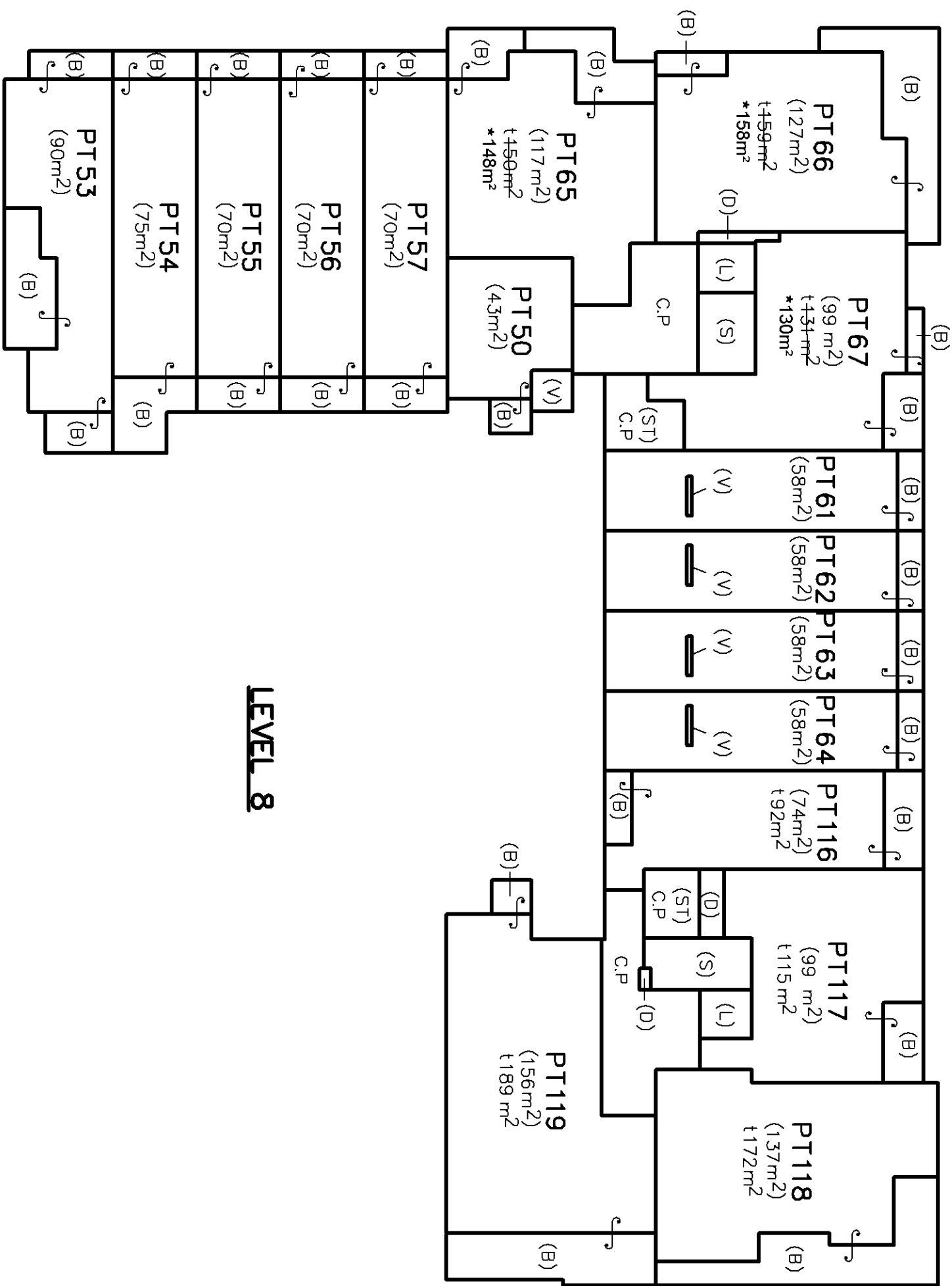
Reduction Ratio 1: 250

lengths are in metres

"SEE SIGNATURES FORM"
 Registered Surveyor
 SURVEYOR'S REFERENCE: 23323/27322SP
 "SEE SIGNATURES FORM"
 Authorised Person/General Manager/Accredited Certifier



SP77017



LEVEL 8

ALL AREAS ARE APPROXIMATE AND PROVIDED ONLY FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
 C.P. - DENOTES COMMON PROPERTY
 (B) DENOTES BALCONY
 (D) DENOTES DUCT (C.P)
 (L) DENOTES LIFT (C.P)
 (S) DENOTES STAIRS (C.P)
 (ST) DENOTES STORE (C.P)
 (V) DENOTES VOID OVER LEVEL BELOW

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

Reduction Ratio 1 : 250

lengths are in metres

"SEE SIGNATURES FORM"
 Registered Surveyor
 SURVEYOR'S REFERENCE: 23323/27322SP
 "SEE SIGNATURES FORM"
 Authorised Person/General Manager/Accredited Certifier

STRATA PLAN FORM 3

ePlan

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 2 sheet(s)

PLAN OF LOT 18 DP270320

SP77017

Registered:  07-06-2006

Strata Certificate

~~*Name of Council*~~ Accredited Certifier Brian Maguire, being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or ~~Strata Schemes (Leasehold Development) Act 1986~~ have been complied with, approves of the proposed:

* strata plan/~~strata plan of subdivision~~

illustrated in the annexure to this certificate.

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

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

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

~~* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.~~

~~* This approval is given on the condition that the use of lot (s) (being utility lots designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~

Date..... 18/5/06

Subdivision No..... SC06-04

Accreditation No..... PIA 3003

Relevant Development Consent No..... 443-11-2003

Issued by... DEPARTMENT INFRASTRUCTURE PLANNING & NATURAL RESOURCES

Authorised Person/General Manager/Accredited Certifier

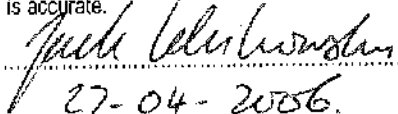
* Complete or delete if applicable.

Surveyor's Certificate

I, Jacek Idzikowski (ID7255)

Of Lockley Land Title Solutions, PO Box 400, Gladesville NSW 1675
a surveyor registered under the Surveying Act, 2002, hereby certify that:

- (1) each applicable requirement of
 - *Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
 - ~~*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~
 - ~~has been met;~~
- (2) ~~(a) the building encroaches on a public place;~~
~~*(b) the building encroaches on land (other than a public place); in respect of which encroachment an appropriate easement:~~
~~has been created by registered +~~
~~is to be created under section 88B of the Conveyancing Act 1919~~
- (3) *the survey information recorded in the accompanying location plan is accurate.


Signature: 


Date: 27-04-2006

* Delete if inapplicable
+ State whether dealing or plan, and quote registered number.

SIGNATURES AND SEALS ONLY

Executed on behalf of PACE PROPERTIES PTY LTD ACN 028 644 611 by the authorised persons whose signatures appear below pursuant to Section 127 of the Corporations Act.


BRIAN BOYD
DIRECTOR


STEPHEN WAINWRIGHT
SECRETARY

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

SURVEYOR'S REFERENCE: 23323/27322

* OFFICE USE ONLY

STRATA PLAN FORM 3A

CERTIFICATES, SIGNATURES AND SEALS

Sheet 2 of 2 sheet(s)

PLAN OF LOT 18 DP270320

SP77017

Registered:



07-06-2006

Subdivision No: SC 06-04

Date of Endorsement: 18-5-06

EXECUTED by BOS INTERNATIONAL (AUSTRALIA) LTD ABN 23 068 501 250 by its duly constituted Attorney under Power of Attorney Book 4467 No.58 for NSW dated 19 July 2005 who has no notice of revocation of such Power of Attorney in the presence of:

W. J. Tingle

Name (please print):

WARWICK JAMES TINGLE

BOS INTERNATIONAL (AUSTRALIA) LTD by its Attorney:

Michael Davidson

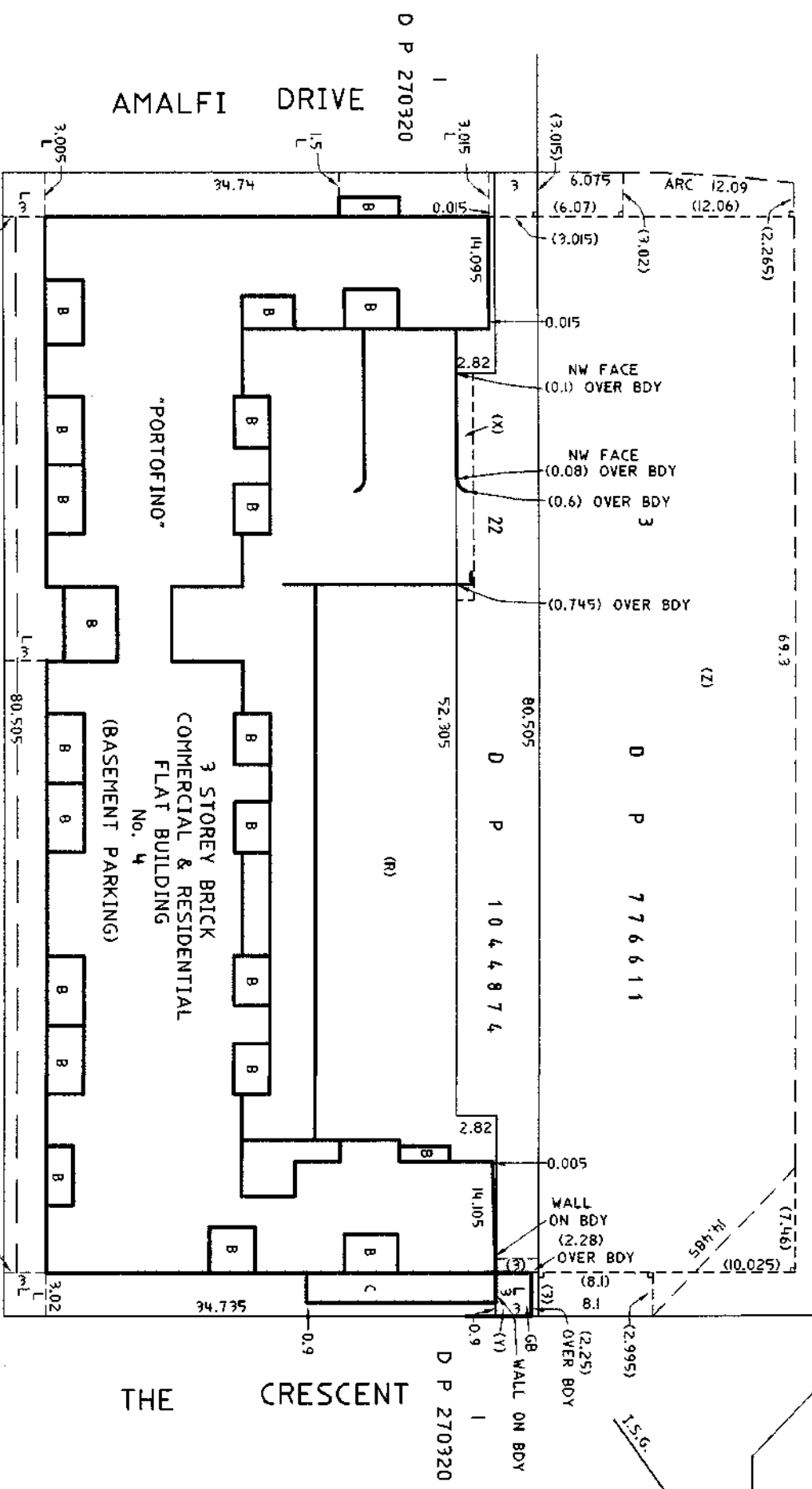
Signature

Michael Davidson, Director Structured Property Finance

Name and Title (please print):

- (Z) DENOTES AREA OF LOT 3 IN DP 77661 BENEFITED BY:
1. RIGHT OF CARRIAGEWAY 6.6 WIDE & VARIABLE (P)
 2. EASEMENT FOR SERVICES AND ACCESS VARIABLE (Q)
 3. EASEMENT TO USE OPEN SPACE (R)
 4. EASEMENT FOR GARBAGE AREA (S)
 5. EASEMENT FOR IRRIGATION TANK (T)
 6. RIGHT OF FOOTWAY AND EASEMENT FOR FOOTWAY CONSTRUCTION VARIABLE WIDTH (U)
 7. EASEMENT FOR CONSTRUCTION AND ACCESS

- (X) EASEMENT TO PERMIT ENCRoACHING STRUCTURE TO REMAIN 1 WIDE (DP1053772)
- (Y) EASEMENT TO PERMIT ENCRoACHING STRUCTURE TO REMAIN 3 WIDE (DP1053772)
- (R) EASEMENT TO USE OPEN SPACE



GB DENOTES GARDEN BOX
 L DENOTES 90° ANGLE
 B DENOTES BALCONY
 C DENOTES COURTYARD
 L DENOTES LINE OF WALL PRODUCED

THE LOCATION PLAN
 D P 270320
 PIAZZA
 Reduction Ratio 1: 300

Lengths are in metres

SP70486

DFaistie
 Registered Surveyor
 SURVEYOR'S REFERENCE: 7471/SP2(A)-1

CP (T)

SP70486

SEE SHEET 5

9 (P) (Q)

CP

5.9

PARCEL BDY

6.84

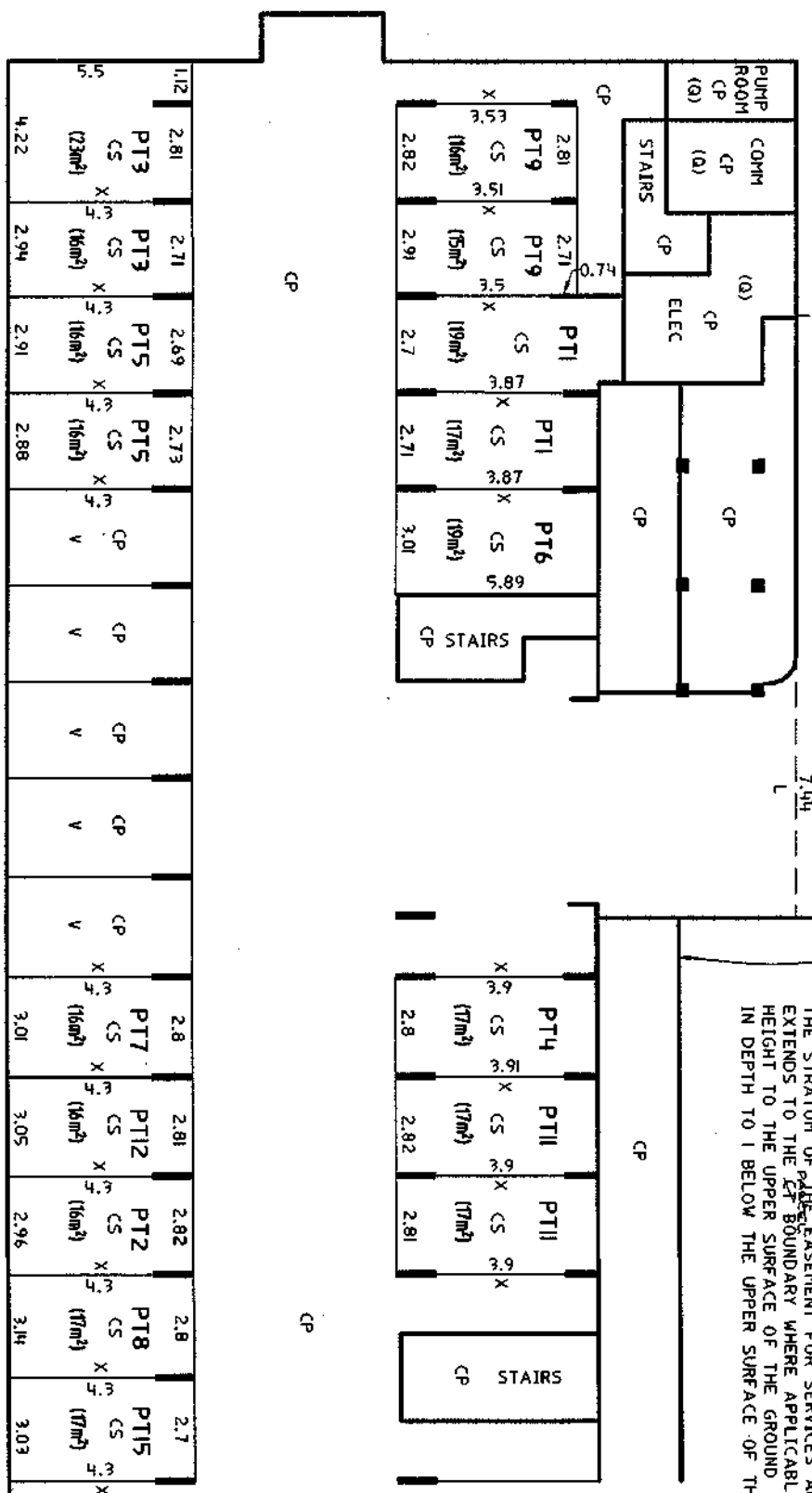
0.745 TO NW
FACE OF
WALL

(P) RIGHT OF CARRIAGEWAY 6.6 WIDE & VARIABLE WIDTH
(Q) EASEMENT FOR SERVICES AND ACCESS VARIABLE WIDTH
(R) EASEMENT TO USE OPEN SPACE
(T) EASEMENT FOR IRRIGATION TANK

THE STRATUM OF THE EASEMENT TO USE OPEN SPACE (R) IS LIMITED IN HEIGHT TO 3 ABOVE (EXCEPT WHERE COVERED) AND 1 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF LOT 7.

THE STRATUM OF THE RIGHT OF CARRIAGEWAY (P) IS UNLIMITED IN HEIGHT AND DEPTH.

THE STRATUM OF THE EASEMENT FOR SERVICES AND ACCESS (Q) EXTENDS TO THE 1ST BOUNDARY WHERE APPLICABLE AND IS LIMITED IN HEIGHT TO THE UPPER SURFACE OF THE GROUND FLOOR AND LIMITED IN DEPTH TO 1 BELOW THE UPPER SURFACE OF THE BASEMENT FLOOR.



SEE SHEET 4

CS DENOTES CARSPAGE
V DENOTES VISITOR CARSPAGE
CP DENOTES COMMON PROPERTY
L DENOTES LINE OF WALL PRODUCED
X DENOTES FROM CENTRE OF END OF COLUMN OR WALL
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.

BASEMENT

Reduction Ratio 1: 150

Lengths are in metres

D. Fairlie
Registered Surveyor

John R. ...
Registered Certifier

SURVEYOR'S REFERENCE: 7471/SP2(A)-1

(Q) EASEMENT FOR SERVICES AND ACCESS VARIABLE WIDTH
 (R) EASEMENT FOR USE OPEN SPACE
 (V) EASEMENT FOR SERVICE AND ACCESS VARIABLE WIDTH
 (L) DENOTES EXCLUSIVE USE OF COMMON PROPERTY

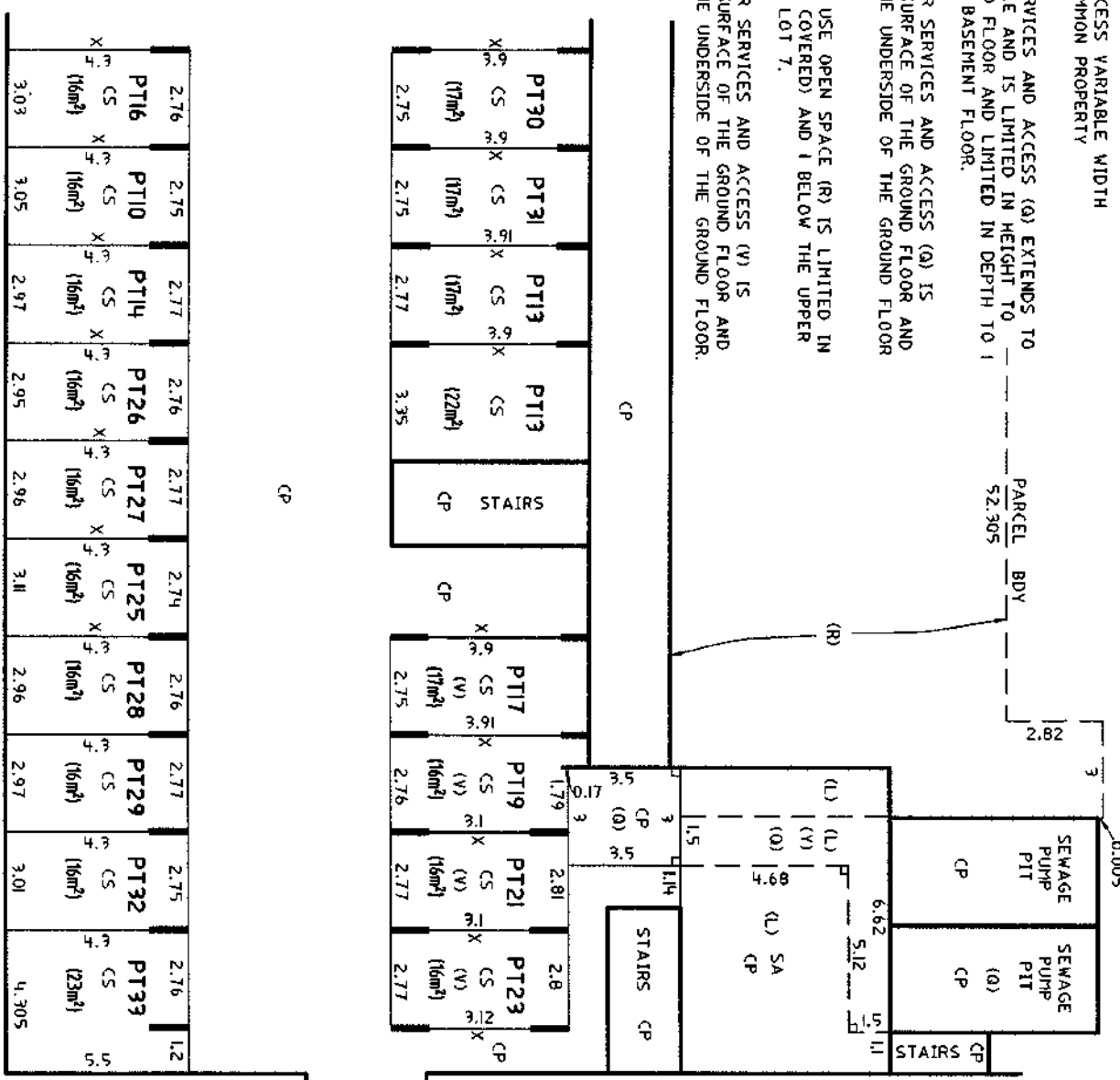
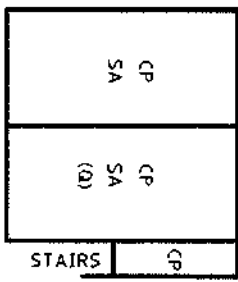
THE STRATUM OF EASEMENT FOR SERVICES AND ACCESS (Q) EXTENDS TO THE PARCEL BOUNDARY WHERE APPLICABLE AND IS LIMITED IN HEIGHT TO THE UPPER SURFACE OF THE GROUND FLOOR AND LIMITED IN DEPTH TO 1 BELOW THE UPPER SURFACE OF THE BASEMENT FLOOR.

THE STRATUM OF THE EASEMENT FOR SERVICES AND ACCESS (Q) IS LIMITED IN HEIGHT TO 0.3 BELOW THE UPPER SURFACE OF THE GROUND FLOOR AND LIMITED IN DEPTH TO 0.3 BELOW THE UNDERSIDE OF THE GROUND FLOOR IN THE AREA DESIGNATED (V).

THE STRATUM OF THE EASEMENT TO USE OPEN SPACE (R) IS LIMITED IN HEIGHT TO 3 ABOVE (EXCEPT WHERE COVERED) AND 1 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF LOT 7.

THE STRATUM OF THE EASEMENT FOR SERVICES AND ACCESS (V) IS LIMITED IN HEIGHT TO THE UPPER SURFACE OF THE GROUND FLOOR AND LIMITED IN DEPTH TO 0.3 BELOW THE UNDERSIDE OF THE GROUND FLOOR.

SP70486



SEE SHEET 3

BASEMENT

Reduction Ratio 1: 150

Lengths are in metres

CS DENOTES CARSPACE
 SA DENOTES STORAGE AREA
 CP DENOTES COMMON PROPERTY
 L DENOTES LINE OF WALL PRODUCED
 D DENOTES 90° ANGLE
 X DENOTES FROM CENTRE OF END OF COLUMN OR WALL
 STRATA TITLES ACT ONLY AND ARE APPROXIMATE.

D. Justice
 Registered Surveyor

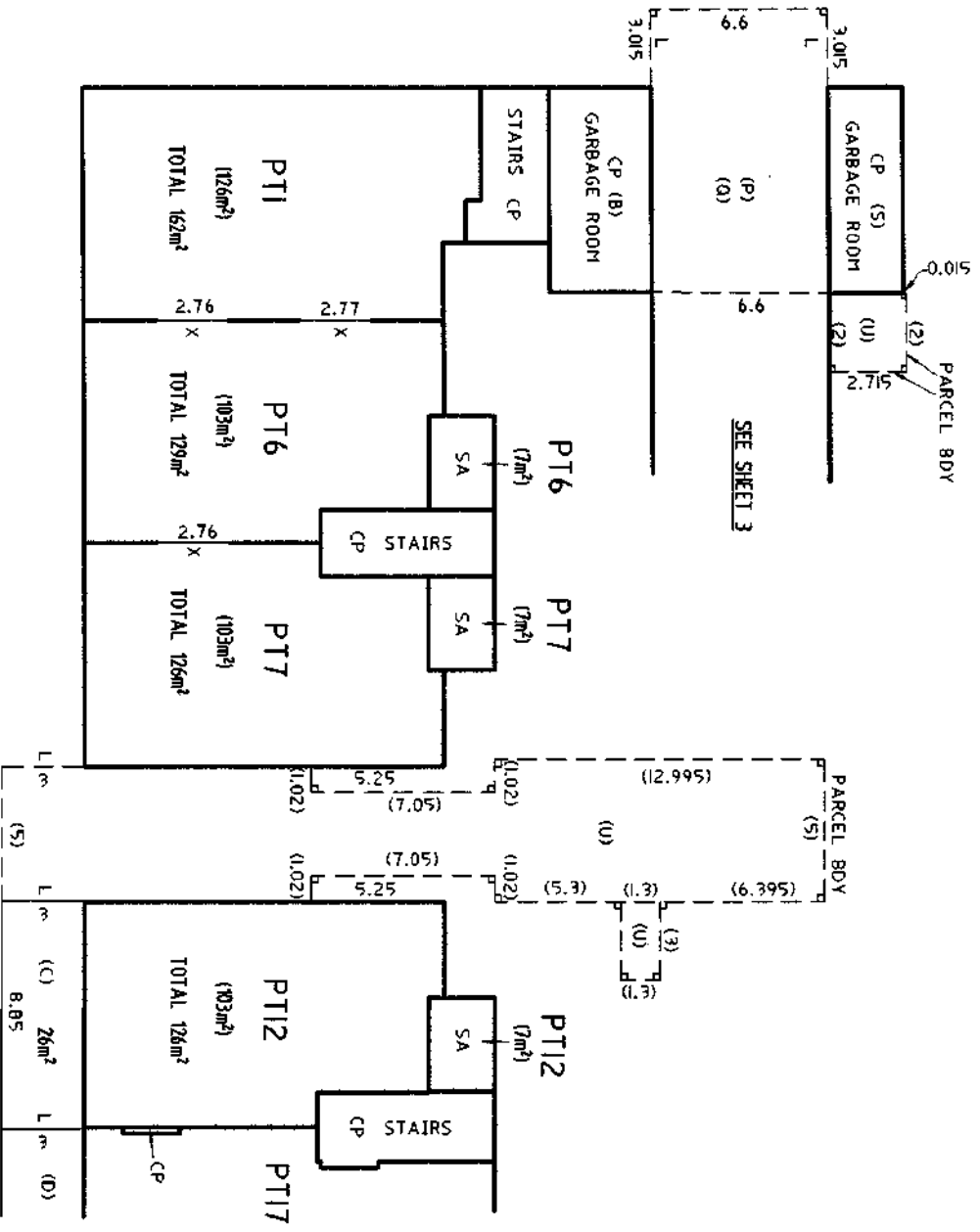
John De...
 Accredited Certifier

SURVEYOR'S REFERENCE 7471/SP2(A)-1

(P) RIGHT OF CARRIAGEWAY 6.6 WIDE & VARIABLE WIDTH
 (O) EASEMENT FOR SERVICES AND ACCESS VARIABLE WIDTH
 (S) EASEMENT FOR GARBAGE AREA
 (U) RIGHT OF FOOTWAY AND EASEMENT FOR FOOTWAY CONSTRUCTION VARIABLE WIDTH

(B) DENOTES EXCLUSIVE USE OF COMMON PROPERTY
 (C) DENOTES EXCLUSIVE USE OF COMMON PROPERTY
 (D) DENOTES EXCLUSIVE USE OF COMMON PROPERTY

SP70486



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.
 THE STRATUM OF THE RIGHT OF CARRIAGEWAY (P) IS LIMITED IN HEIGHT TO THE UNDERSIDE OF THE FIRST FLOOR AND UNLIMITED IN DEPTH.
 THE STRATUM OF THE RIGHT OF FOOTWAY AND EASEMENT FOR FOOTWAY CONSTRUCTION (U) EXTENDS TO THE BOUNDARY IS LIMITED IN HEIGHT TO 3 ABOVE AND 3 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF LOT 7.

GROUND FLOOR

CP DENOTES COMMON PROPERTY
 SA DENOTES STORAGE AREA
 GB DENOTES GARDEN BOX
 L DENOTES 90° ANGLE
 L DENOTES LINE OF WALL PRODUCED
 X DENOTES FROM CENTRE OF END OF WALL OR COLUMN

Reduction Ratio 1: 200

Lengths are in metres

D. Faistie
 Registered Surveyor

John De...
 Accredited Certifier

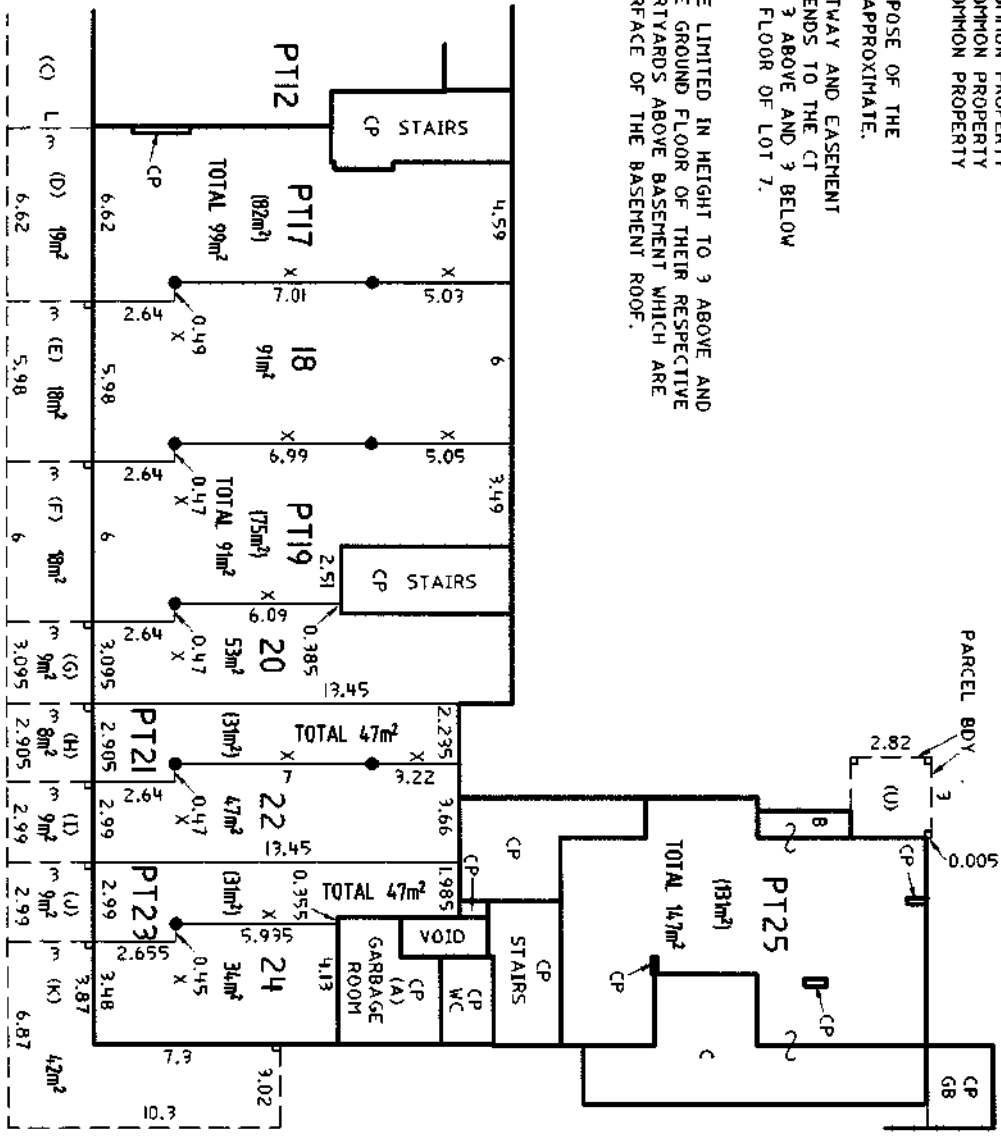
SURVEYOR'S REFERENCE: 7471/SP2(A)-1

- (A) DENOTES EXCLUSIVE USE OF COMMON PROPERTY
- (C) DENOTES EXCLUSIVE USE OF COMMON PROPERTY
- (D) DENOTES EXCLUSIVE USE OF COMMON PROPERTY
- (E) DENOTES EXCLUSIVE USE OF COMMON PROPERTY
- (F) DENOTES EXCLUSIVE USE OF COMMON PROPERTY
- (G) DENOTES EXCLUSIVE USE OF COMMON PROPERTY
- (H) DENOTES EXCLUSIVE USE OF COMMON PROPERTY
- (I) DENOTES EXCLUSIVE USE OF COMMON PROPERTY
- (J) DENOTES EXCLUSIVE USE OF COMMON PROPERTY
- (K) DENOTES EXCLUSIVE USE OF COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.

THE STRATUM OF THE RIGHT OF FOOTWAY AND EASEMENT FOR FOOTWAY CONSTRUCTION (U) EXTENDS TO THE CT BOUNDARY IS LIMITED IN HEIGHT TO 3 ABOVE AND 3 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF LOT 7.

COURTYARDS WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 3 ABOVE AND 3 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE ADJOINING UNITS EXCEPT THOSE COURTYARDS ABOVE BASEMENT WHICH ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THE BASEMENT ROOF.



GROUND FLOOR

- B DENOTES BALCONY
- GB DENOTES GARDEN BOX
- CP DENOTES COMMON PROPERTY
- C DENOTES COURTYARD
- L DENOTES LINE OF WALL PRODUCED
- X DENOTES FROM CENTRE OF FACE OF WALL

Reduction Ratio 1: 200

Lengths are in metres

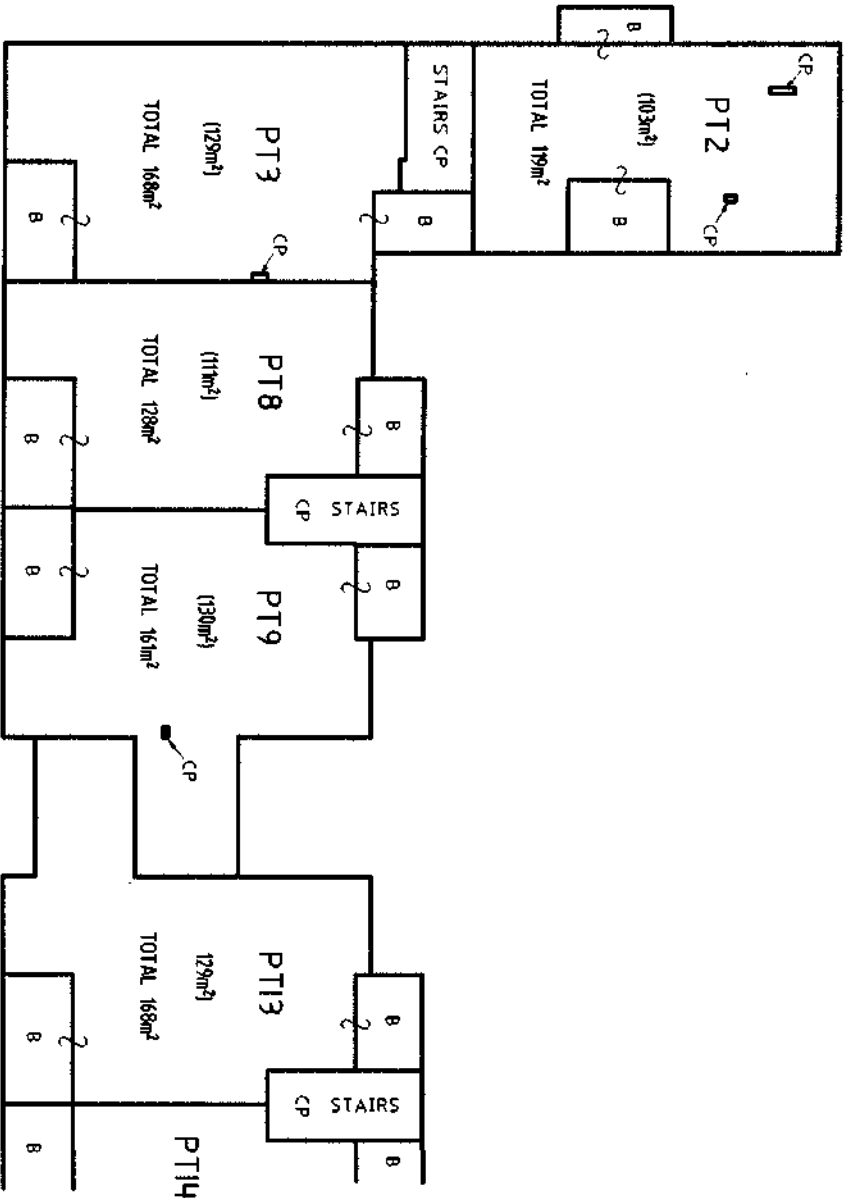
(U) RIGHT OF FOOTWAY AND EASEMENT FOR FOOTWAY CONSTRUCTION VARIABLE WIDTH

D. Foisie
 Registered Surveyor

SURVEYOR'S REFERENCE: 7471/SP2(A)-1

SP70486

SP70486



SEE SHEET 8

FIRST FLOOR

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1: 200

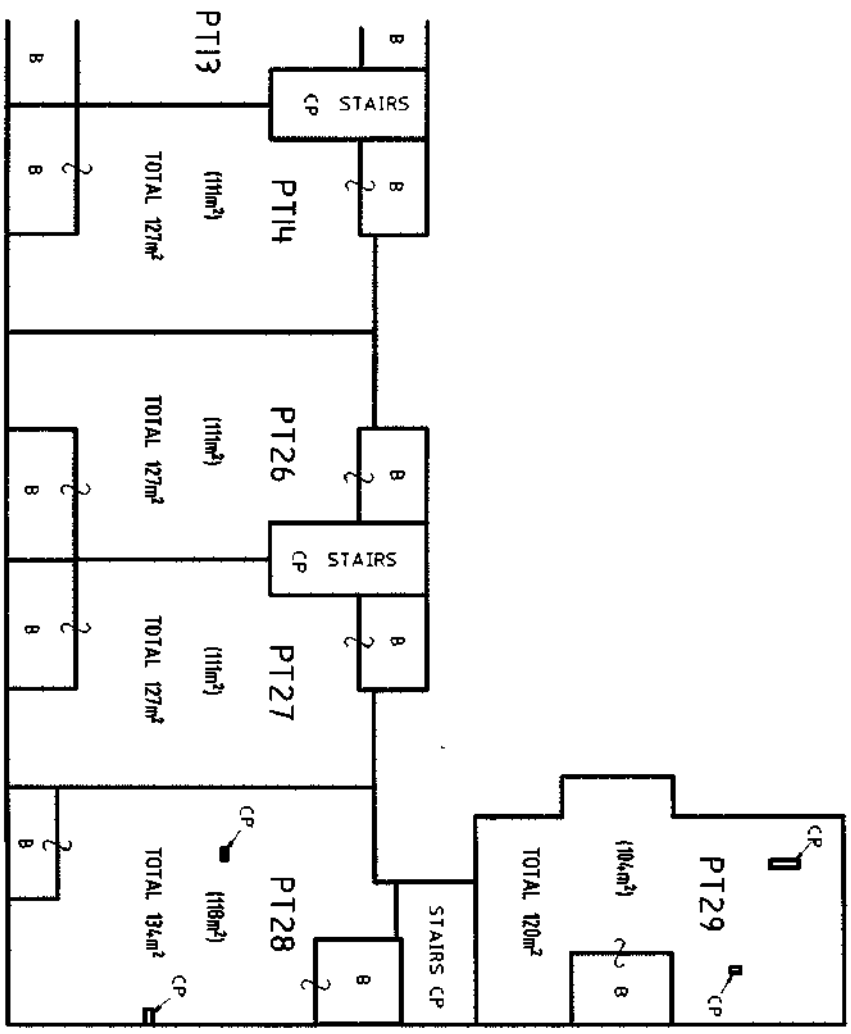
Lengths are in metres

DFairlie
Registered Surveyor

Paula De
Authorised Person/Registered Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 1471/SP2(A)

SP70486



FIRST FLOOR

CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1: 200

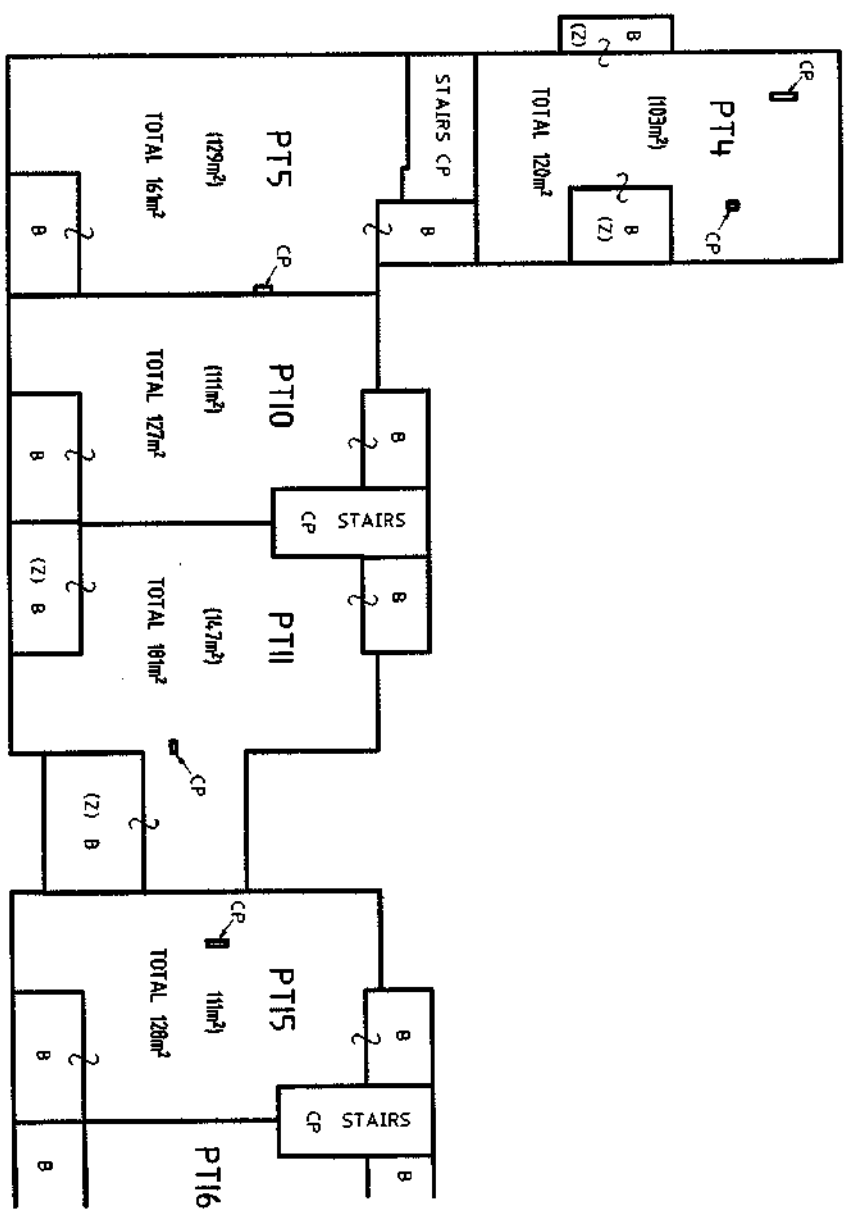
Lengths are in metres

DF aistie
 Registered Surveyor

John A. De...
 Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7471/SP2(A)

SP70486



SECOND FLOOR

CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY
 (Z) DENOTES PERGOLA OVER

SEE SHEET 10

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS. THE PERGOLA OVER PART LOTS 4 & 5 BALCONY DESIGNATED (Z) IS COMMON PROPERTY

Reduction Ratio 1: 200

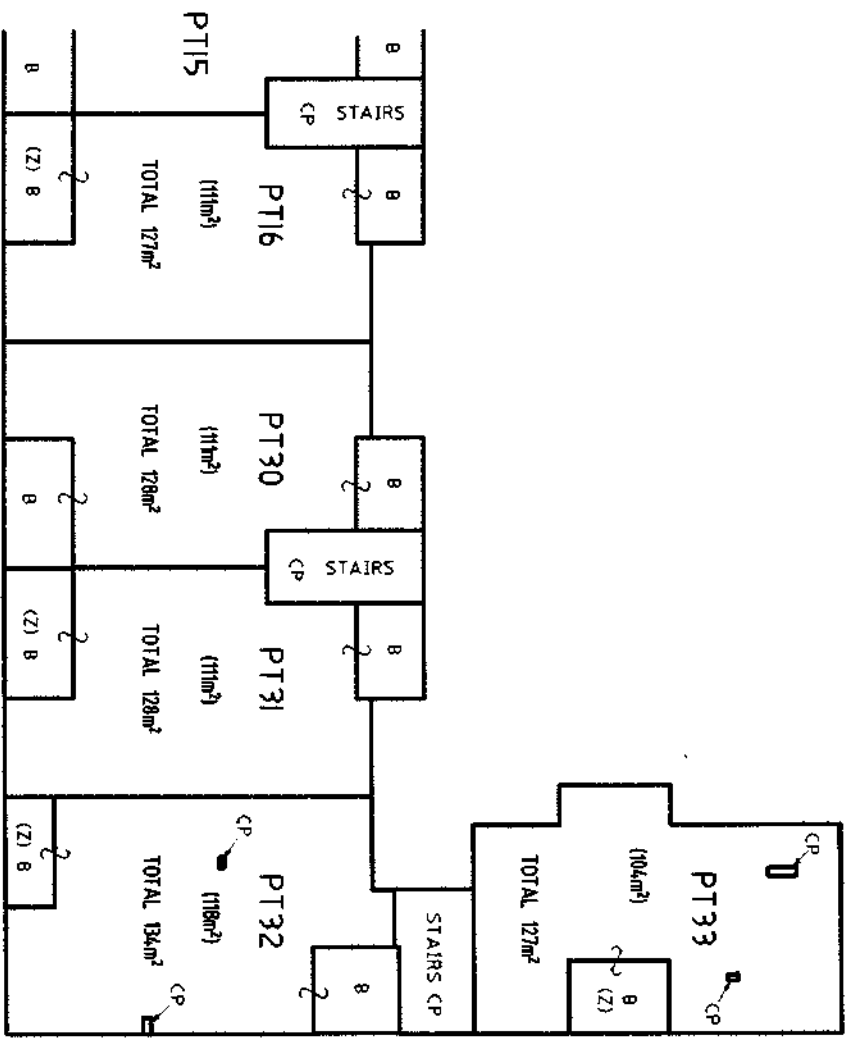
Lengths are in metres

D. Vaisita
 Registered Surveyor

John A. ...
 Accredited Certifier

SURVEYOR'S REFERENCE: 7471/SP2(A)

SP70486



SEE SHEET 9

SECOND FLOOR

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS. THE PERGOLA OVER PART LOTS 16, 31, 32 & 33 BALCONY DESIGNATED (Z) IS COMMON PROPERTY

CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY
 (Z) DENOTES PERGOLA OVER

Reduction Ratio 1: 200

Lengths are in metres

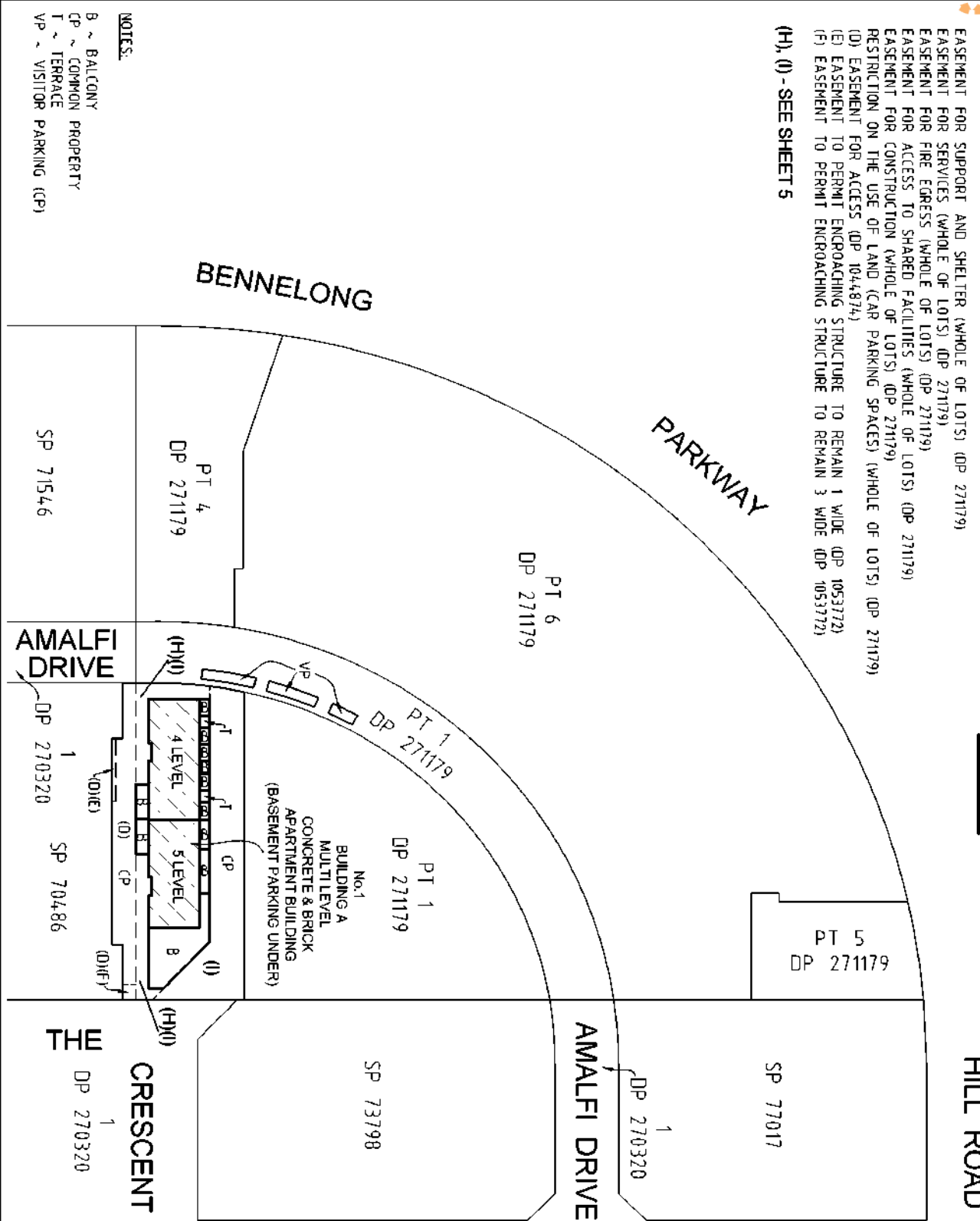
DFaislie
 Registered Surveyor

John De La...
 General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7471/SP2(A)

- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS) (DP 271179)
 - EASEMENT FOR SERVICES (WHOLE OF LOTS) (DP 271179)
 - EASEMENT FOR FIRE EGRESS (WHOLE OF LOTS) (DP 271179)
 - EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS) (DP 271179)
 - EASEMENT FOR CONSTRUCTION (WHOLE OF LOTS) (DP 271179)
 - RESTRICTION ON THE USE OF LAND (CAR PARKING SPACES) (WHOLE OF LOTS) (DP 271179)
 - (D) EASEMENT FOR ACCESS (DP 104,4874)
 - (E) EASEMENT TO PERMIT ENCRoACHING STRUCTURE TO REMAIN 1 WIDE (DP 1053772)
 - (F) EASEMENT TO PERMIT ENCRoACHING STRUCTURE TO REMAIN 3 WIDE (DP 1053772)
- (H), (I) - SEE SHEET 5**

SITE PLAN



NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- T ~ TERRACE
- VP ~ VISITOR PARKING (CP)

SURVEYOR
 Name: JACEK IDZIKOWSKI
 Date: 10/07/2018
 Surveyor's Reference: 31573011

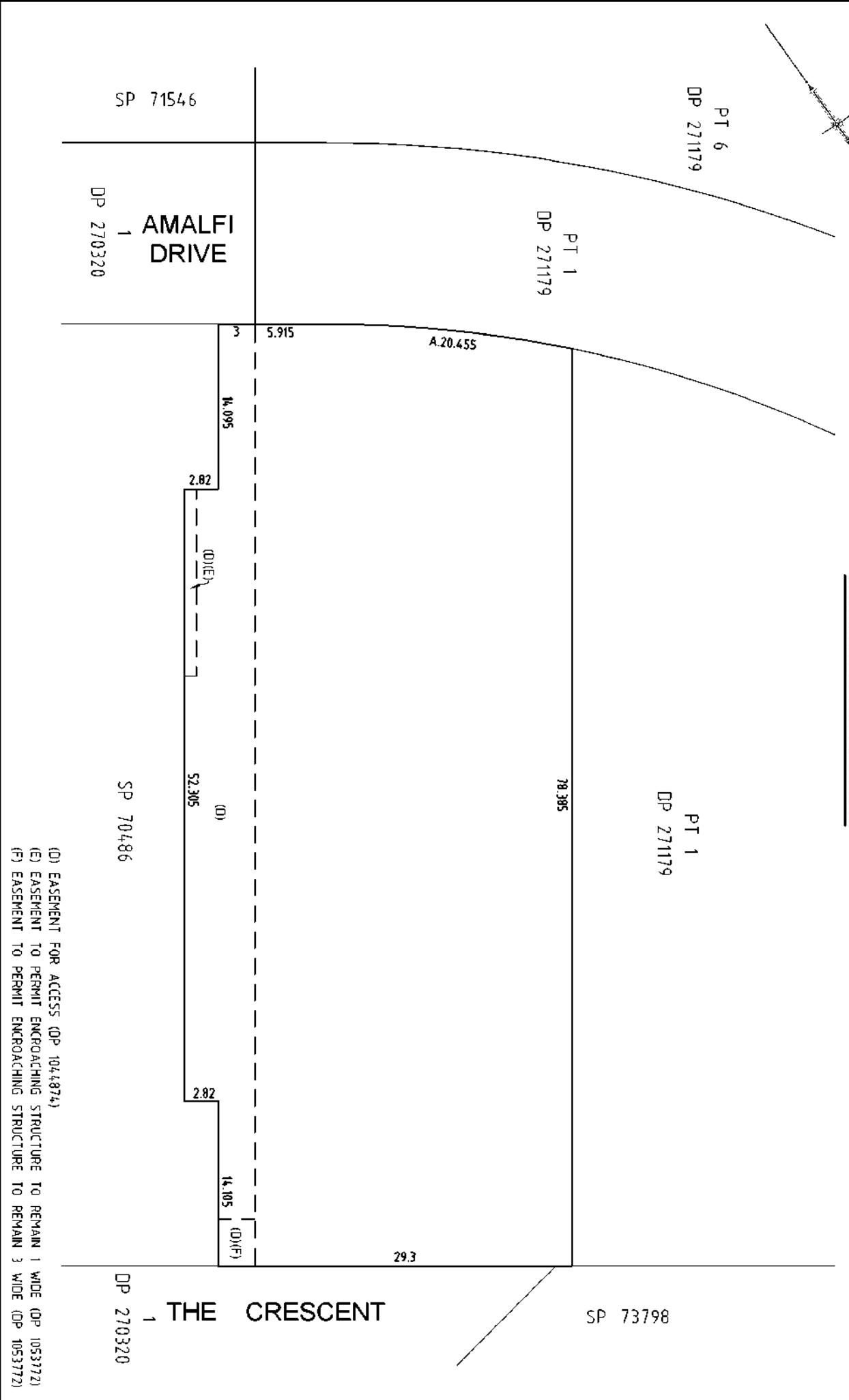
PLAN OF SUBDIVISION OF LOT 3 IN DP 271179

LGA: CITY OF PARRAMATTA
 Locality: WENTWORTH POINT
 Reduction Ratio: 1:1000
 Lengths are in metres.

Registered
 12.10.2018

SP98432

LOCATION PLAN
BASEMENT LEVEL 1 & BELOW



(D) EASEMENT FOR ACCESS (DP 1044874)
 (E) EASEMENT TO PERMIT ENCRoACHING STRUCTURE TO REMAIN 1 WIDE (DP 1053772)
 (F) EASEMENT TO PERMIT ENCRoACHING STRUCTURE TO REMAIN 3 WIDE (DP 1053772)

SURVEYOR
 Name: JACEK IDZIKOWSKI
 Date: 10/07/2018
 Surveyor's Reference: 31573011

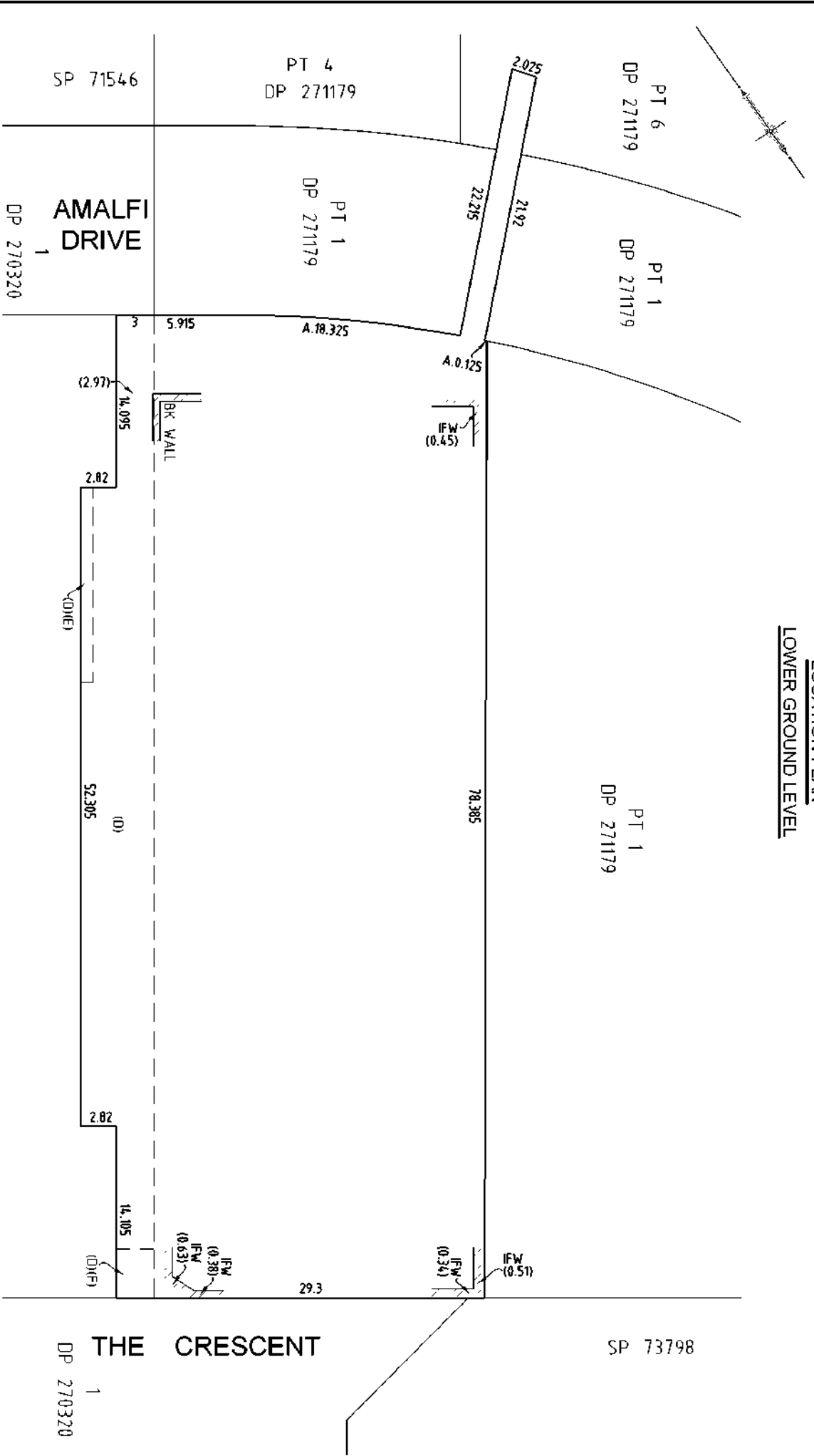
PLAN OF SUBDIVISION OF LOT 3 IN DP 271179

LGA: CITY OF PARRAMATTA
 Locality: WENTWORTH POINT
 Reduction Ratio: 1:300
 Lengths are in metres.

Registered
 12.10.2018

SP98432

LOCATION PLAN
 LOWER GROUND LEVEL

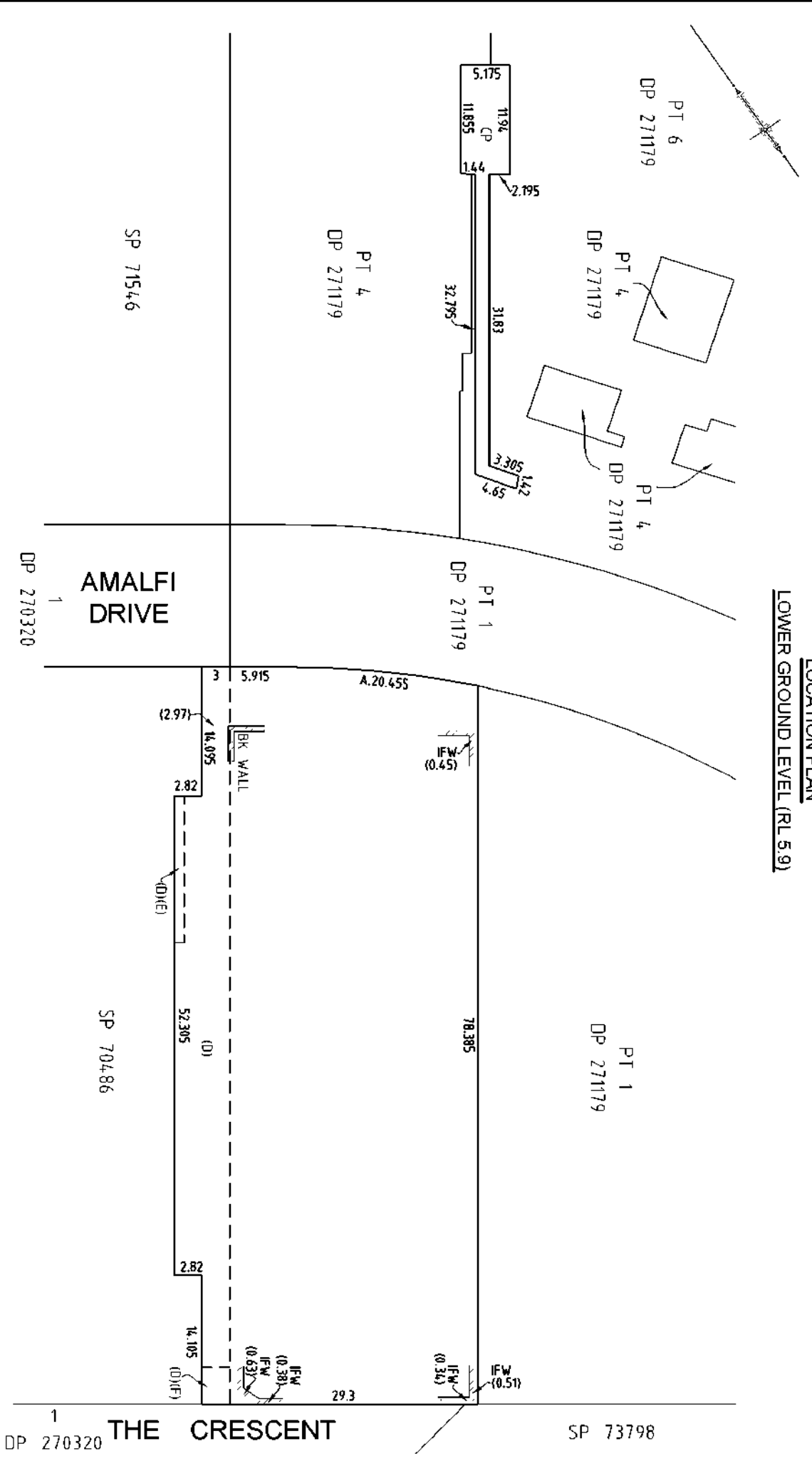


NOTES:
 IFW ~ DENOTES INSIDE FACE OF CONCRETE WALL

(D) EASEMENT FOR ACCESS (DP 1044874)
 (E) EASEMENT TO PERMIT ENCRoACHING STRUCTURE TO REMAIN 1 WIDE (DP 1053772)
 (F) EASEMENT TO PERMIT ENCRoACHING STRUCTURE TO REMAIN 3 WIDE (DP 1053772)

<p>SURVEYOR Name: JACEK IDZIKOWSKI Date: 10/07/2018 Surveyor's Reference: 31573011</p>	<p>PLAN OF SUBDIVISION OF LOT 3 IN DP 271179</p>	<p>LGA: CITY OF PARRAMATTA Locality: WENTWORTH POINT Reduction Ratio: 1:300 Lengths are in metres.</p>	<p>Registered 12.10.2018</p>	<p>SP98432</p>
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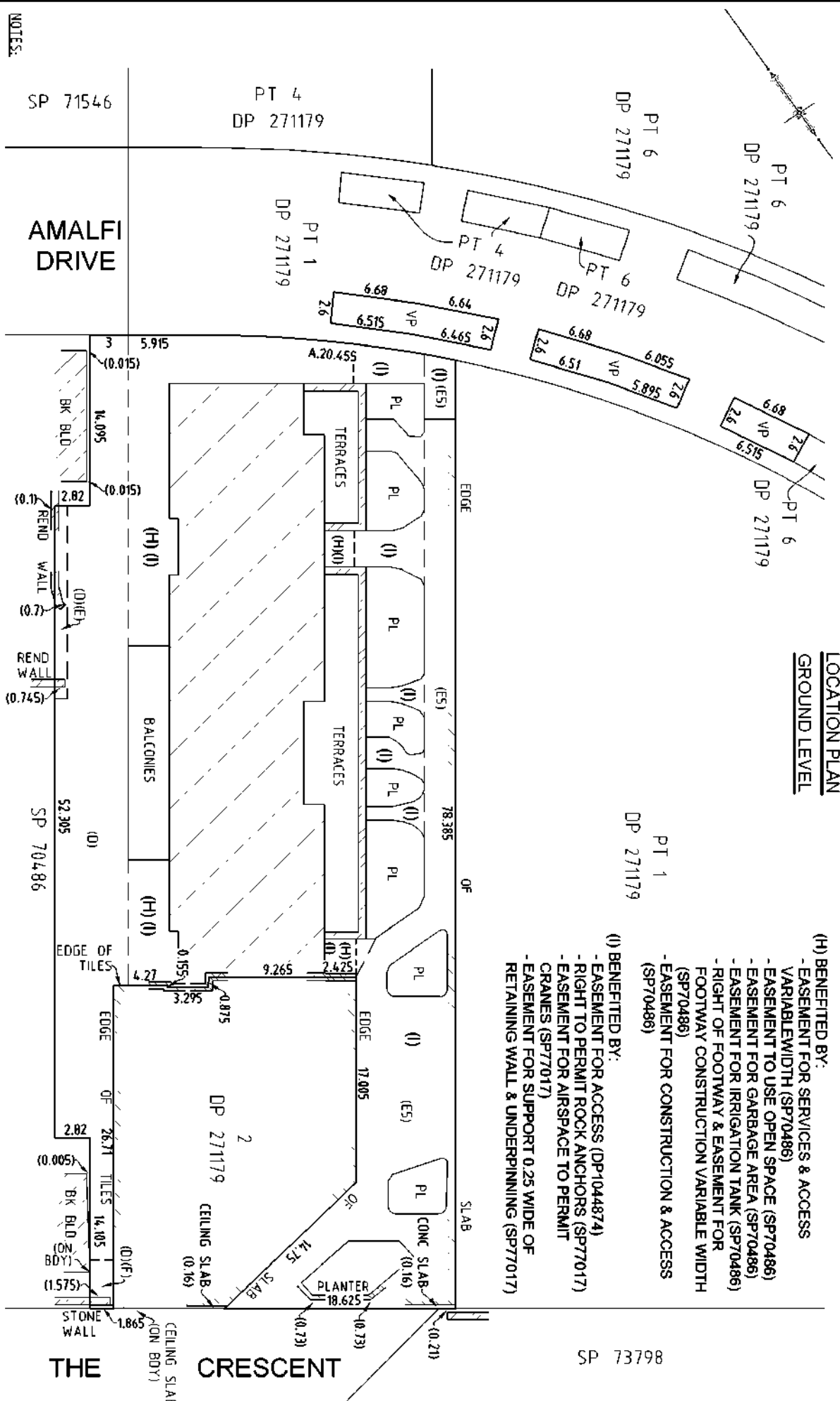
LOCATION PLAN
LOWER GROUND LEVEL (RL 5.9)



NOTES:
 IFW ~ DENOTES INSIDE FACE OF CONCRETE WALL

(D) EASEMENT FOR ACCESS (DP 1044874)
 (E) EASEMENT TO PERMIT ENCRoACHING STRUCTURE TO REMAIN 1 WIDE (DP 1053772)
 (F) EASEMENT TO PERMIT ENCRoACHING STRUCTURE TO REMAIN 3 WIDE (DP 1053772)

SURVEYOR Name JACEK IDZIKOWSKI Date: 10/07/2018 Surveyor's Reference: 31573011	PLAN OF SUBDIVISION OF LOT 3 IN DP 271179	LGA: CITY OF PARRAMATTA Locality: WENTWORTH POINT Reduction Ratio: 1:400 Lengths are in metres.	Registered 12.10.2018	SP98432
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LOCATION PLAN
GROUND LEVEL

- (H) BENEFITED BY:
- EASEMENT FOR SERVICES & ACCESS VARIABLE WIDTH (SP70486)
 - EASEMENT TO USE OPEN SPACE (SP70486)
 - EASEMENT FOR GARBAGE AREA (SP70486)
 - EASEMENT FOR IRRIGATION TANK (SP70486)
 - EASEMENT FOR FOOTWAY & EASEMENT FOR FOOTWAY CONSTRUCTION VARIABLE WIDTH (SP70486)
 - EASEMENT FOR CONSTRUCTION & ACCESS (SP70486)
- (I) BENEFITED BY:
- EASEMENT FOR ACCESS (DP1044874)
 - RIGHT TO PERMIT ROCK ANCHORS (SP77017)
 - EASEMENT FOR AIRSPACE TO PERMIT CRANES (SP77017)
 - EASEMENT FOR SUPPORT 0.25 WIDE OF RETAINING WALL & UNDERPINNING (SP77017)

NOTES:
 CP ~ COMMON PROPERTY
 PL ~ PLANTER (CP)
 VP ~ VISITOR PARKING (CP)

~ DENOTES CENTRE OF 0.19 WIDE CONCRETE WALL IS BODY

- (D) EASEMENT FOR ACCESS (DP 1044874)
 (E) EASEMENT TO PERMIT ENCRANCHING STRUCTURE TO REMAIN 1 WIDE (DP 1053772)
 (F) EASEMENT TO PERMIT ENCRANCHING STRUCTURE TO REMAIN 3 WIDE (DP 1053772)
 (ES) RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (DP 271179)

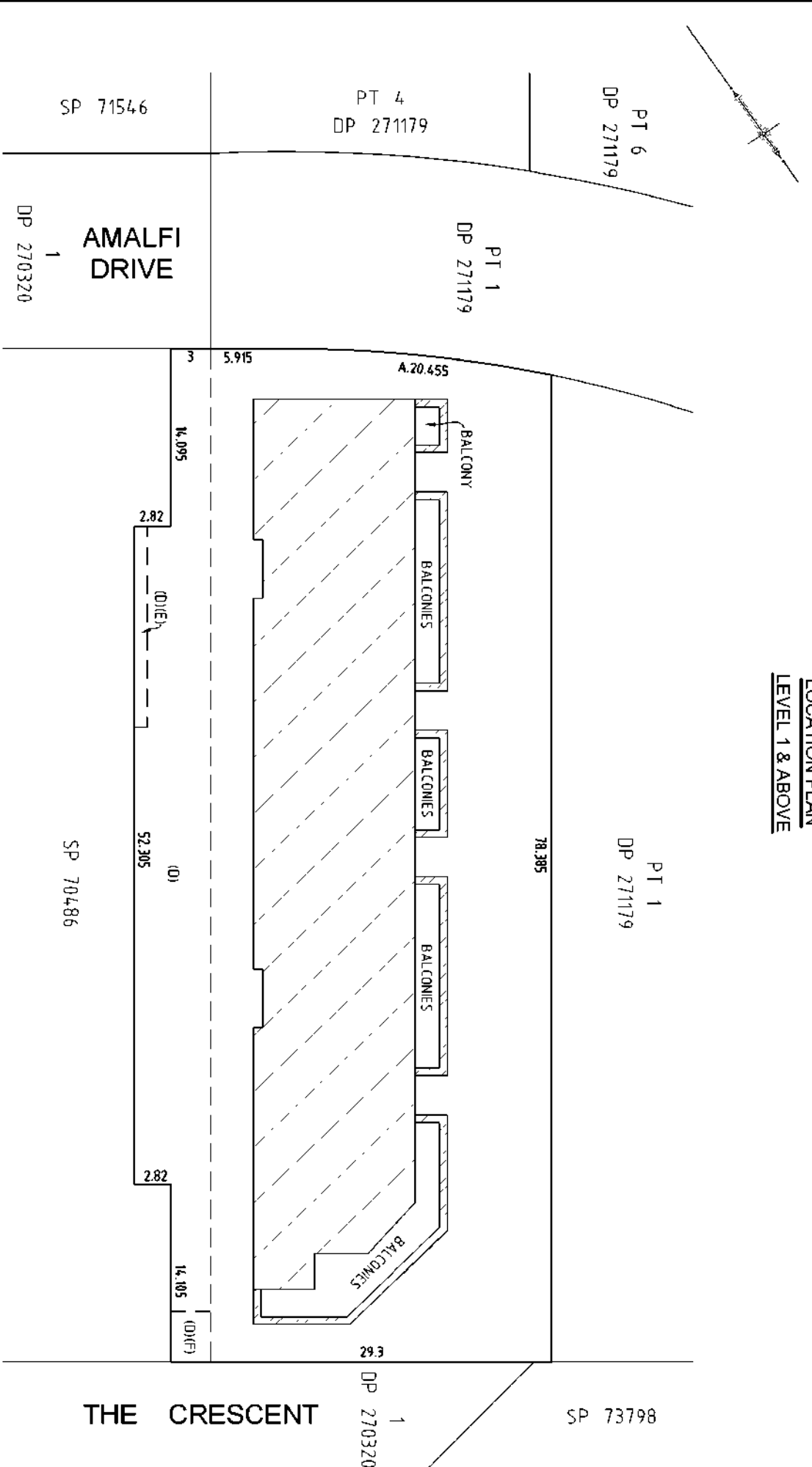
SURVEYOR
 Name JACEK IDZIKOWSKI
 Date: 10/07/2018
 Surveyor's Reference: 31573011

PLAN OF SUBDIVISION OF LOT 3 IN DP 271179

LGA: CITY OF PARRAMATTA
 Locality: WENTWORTH POINT
 Reduction Ratio: 1 300
 Lengths are in metres.

Registered
 12.10.2018
SP98432

LOCATION PLAN
LEVEL 1 & ABOVE



SURVEYOR
 Name: JACEK IDZIKOWSKI
 Date: 10/07/2018
 Surveyor's Reference: 31573011

PLAN OF SUBDIVISION OF LOT 3 IN DP 271179

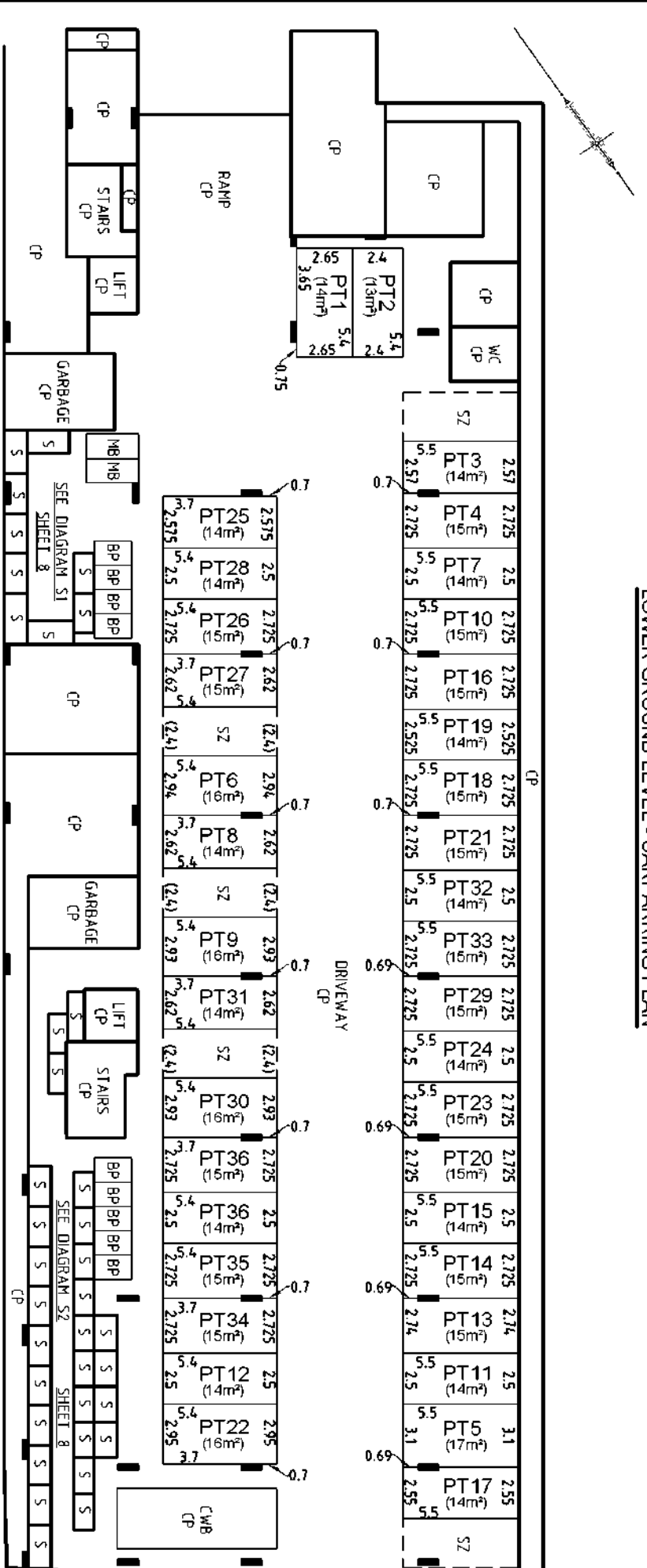
LGA: CITY OF PARRAMATTA
 Locality: WENTWORTH POINT
 Reduction Ratio: 1:300
 Lengths are in metres.

Registered
 12.10.2018

SP98432

(D) EASEMENT FOR ACCESS (DP 1044874)
 (E) EASEMENT TO PERMIT ENCRANCHING STRUCTURE TO REMAIN 1 WIDE (DP 1053772)
 (F) EASEMENT TO PERMIT ENCRANCHING STRUCTURE TO REMAIN 3 WIDE (DP 1053772)

LOWER GROUND LEVEL - CARPARKING PLAN



NOTES:

- BP ~ BICYCLE PARKING (CP)
- CP ~ COMMON PROPERTY
- CWB ~ CAR WASH BAY
- MB ~ MOTORBIKE PARKING (CP)
- S ~ STORAGE
- SZ ~ SHARED ZONE (CP)
- W/C ~ WATER CLOSET

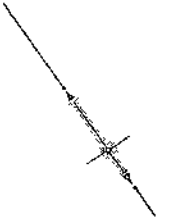
~ ~ PROLONGATION OF FACE OF COLUMN

~ ~ PROLONGATION OF CENTRELINE OF COLUMN

ALL CAR SPACES ARE RECTANGULAR
ALL ANGLES ARE 90°

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

SURVEYOR Name JACEK IDZKOWSKI Date: 10/07/2018 Surveyor's Reference: 31573011		PLAN OF SUBDIVISION OF LOT 3 IN DP 271179		LGA: CITY OF PARRAMATTA Locality: WENTWORTH POINT Reduction Ratio: 1:200 Lengths are in metres.		Registered 12.10.2018		SP98432	
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LOWER GROUND LEVEL - STORE DIAGRAMS

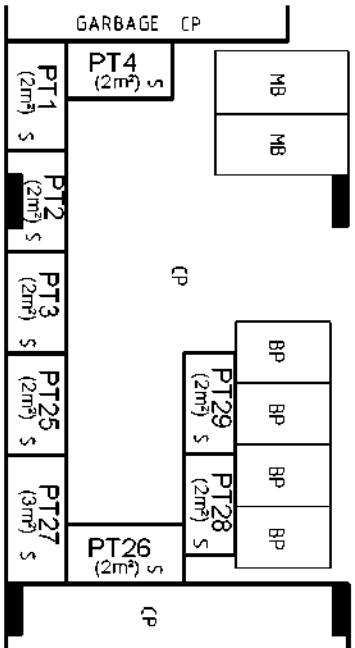


DIAGRAM S1

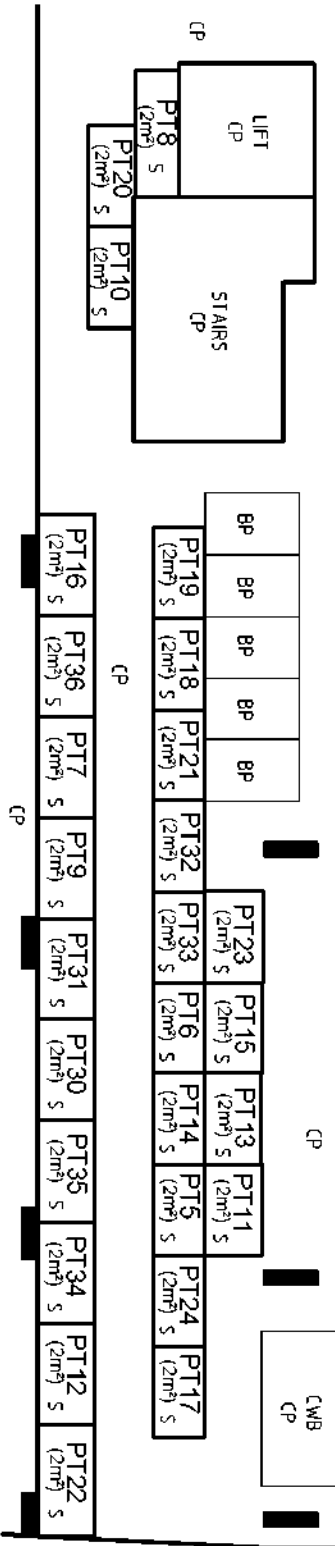


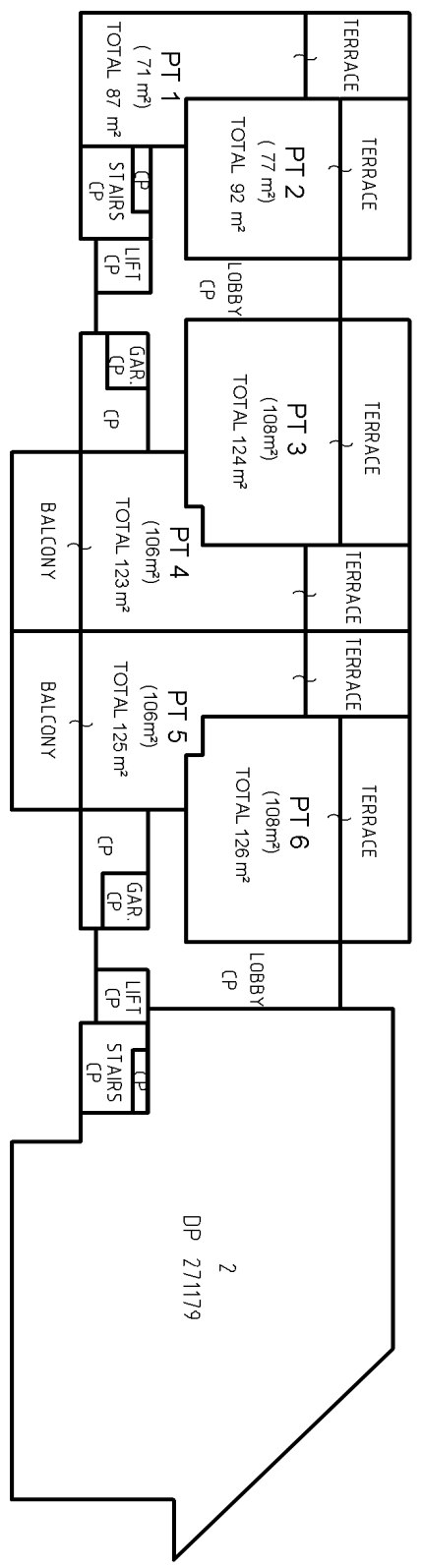
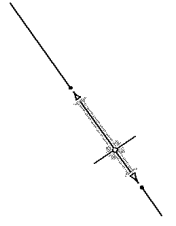
DIAGRAM S2

NOTES:

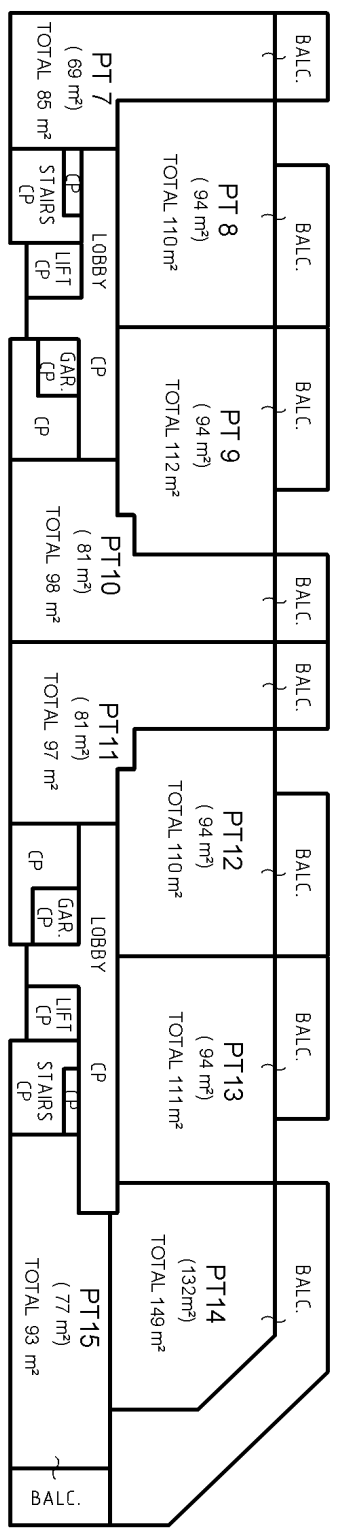
- BP ~ BICYCLE PARKING (CP)
- CP ~ COMMON PROPERTY
- CWB ~ CAR WASH BAY
- MB ~ MOTORBIKE PARKING (CP)
- S ~ STORAGE

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

<p>SURVEYOR Name JACEK IDZKOWSKI Date: 10/07/2018 Surveyor's Reference: 31573011</p>	<p>PLAN OF SUBDIVISION OF LOT 3 IN DP 271179</p>	<p>LGA: CITY OF PARRAMATTA Locality: WENTWORTH POINT Reduction Ratio: 1:100 Lengths are in metres.</p>	<p>Registered 12.10.2018</p>	<p>SP98432</p>
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GROUND LEVEL

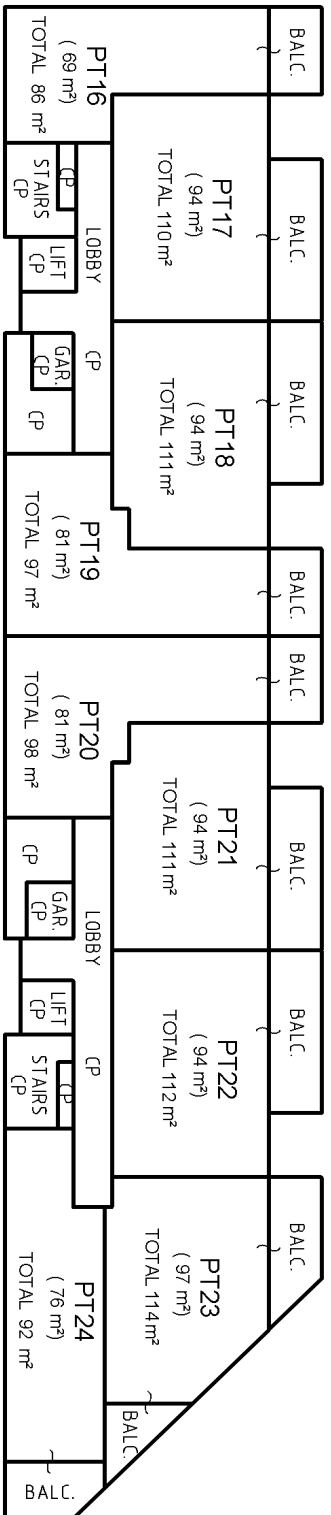
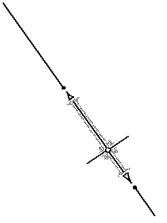


LEVEL 1

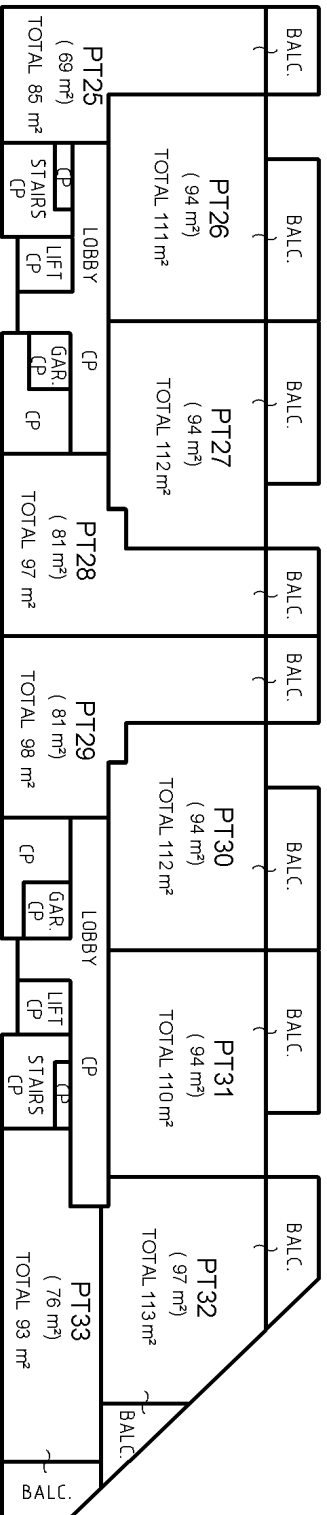
BALC. ~ BALCONY
 CP ~ COMMON PROPERTY
 GAR. ~ GARBAGE ROOM

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
 THE STRATUM OF THE BALCONIES AND TERRACES ARE LIMITED IN HEIGHT TO 3:1 ABOVE
 THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT
 ALL GYPROCK SHEETING ON WALLS FORM PART OF THEIR RESPECTIVE LOT AND IS NOT
 COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
 PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: JACEK IDZIKOWSKI Date: 10/07/2018 Surveyor's Reference: 31573 011	PLAN OF SUBDIVISION OF LOT 3 IN DP 271179	LGA: CITY OF PARRAMATTA Locality: WENTWORTH POINT Reduction Ratio: 1: 250 Lengths are in metres.
Registered		12.10.2018
SP98432		



LEVEL 2



LEVEL 3

BALC. ~ BALCONY
 CP ~ COMMON PROPERTY
 GAR. ~ GARBAGE ROOM

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

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 3.1 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL GYPROCK SHEETING ON WALLS FORM PART OF THEIR RESPECTIVE LOT AND IS NOT COMMON PROPERTY

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

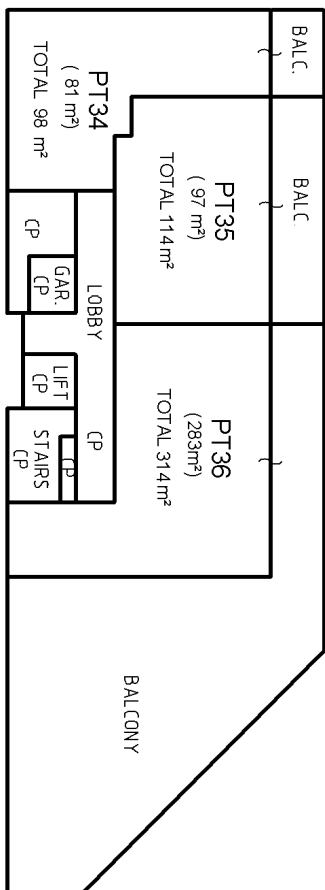
SURVEYOR
 Name: JACEK IDZIKOWSKI
 Date: 10/07/2018
 Surveyor's Reference: 31573 011

PLAN OF SUBDIVISION OF LOT 3 IN DP 271179

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

Registered
 12.10.2018

SP98432



LEVEL 4

NOTES:

- BALC ~ BALCONY
 - CP ~ COMMON PROPERTY
 - GAR ~ GARBAGE ROOM
- FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
- THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 3.1 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT
- ALL GYPROCK SHEETING ON WALLS FORM PART OF THEIR RESPECTIVE LOT AND IS NOT COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015


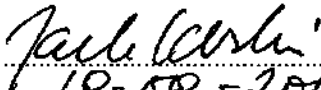
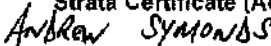
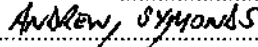

SURVEYOR
 Name: JACEK IDZIKOWSKI
 Date: 10/07/2018
 Surveyor's Reference: 31573 011

PLAN OF SUBDIVISION OF LOT 3 IN DP 271179


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

Registered
 12.10.2018

SP98432

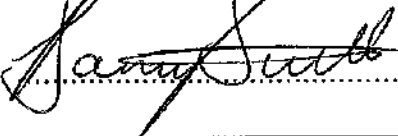
SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 8 sheet(s)
Office Use Only Registered:  12.10.2018		Office Use Only <h1 style="text-align: center;">SP98432</h1>
PLAN OF SUBDIVISION OF LOT 3 IN DP 271179	LGA: CITY OF PARRAMATTA Locality: WENTWORTH POINT Parish: ST. JOHN County: CUMBERLAND	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents Sarraf Strata PO Box 520 HURSTVILLE NSW 1481 Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.	
<p style="text-align: center;">Surveyor's Certificate</p> I Jacekk Idzikowski, of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^A Signature:  Date: 18-08-2018 Surveyor ID: 7255 Surveyor's Reference: 31573 011 [55099_1] <small>^A Insert the deposited plan number or dealing number of the instrument that created the easement</small>	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> I  being an Accredited Certifier, accreditation number <u>BVB 1837</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 place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^A will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <u>15033</u> Relevant Planning Approval No.: <u>CDC 15032</u> issued by:  Signature:  Date: <u>25 SEPTEMBER 2018</u> <small>^A Insert lot numbers of proposed utility lots.</small>	
* Strike through if inapplicable		

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 8 sheet(s)
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Office Use Only	Office Use Only
Registered:  12.10.2018	SP98432


VALUER'S CERTIFICATE

I, Danny Sukkar, A.P.I. No. 68873 being a qualified valuer, as defined in the *Strata Schemes 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 22 August 2018

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	LOT NO	UE
1	112	20	134
2	115	21	146
3	145	22	146
4	129	23	141
5	129	24	130
6	145	25	116
7	114	26	146
8	145	27	146
9	145	28	135
10	133	29	135
11	133	30	146
12	145	31	146
13	145	32	141
14	140	33	131
15	129	34	136
16	115	35	147
17	146	36	233
18	146	TOTAL	5000
19	134		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 8 sheet(s)
Registered:  12.10.2018	SP98432	


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

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

STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP		1	Amalfi	Drive	Wentworth Point
1	7001	1	Amalfi	Drive	Wentworth Point
2	7002	1	Amalfi	Drive	Wentworth Point
3	7003	1	Amalfi	Drive	Wentworth Point
4	7005	1	Amalfi	Drive	Wentworth Point
5	7006	1	Amalfi	Drive	Wentworth Point
6	7007	1	Amalfi	Drive	Wentworth Point
7	8001	1	Amalfi	Drive	Wentworth Point
8	8002	1	Amalfi	Drive	Wentworth Point
9	8003	1	Amalfi	Drive	Wentworth Point
10	8005	1	Amalfi	Drive	Wentworth Point
11	8006	1	Amalfi	Drive	Wentworth Point
12	8007	1	Amalfi	Drive	Wentworth Point
13	8008	1	Amalfi	Drive	Wentworth Point
14	8009	1	Amalfi	Drive	Wentworth Point
15	8010	1	Amalfi	Drive	Wentworth Point
16	9001	1	Amalfi	Drive	Wentworth Point
17	9002	1	Amalfi	Drive	Wentworth Point
18	9003	1	Amalfi	Drive	Wentworth Point
19	9006	1	Amalfi	Drive	Wentworth Point
20	9007	1	Amalfi	Drive	Wentworth Point
21	9008	1	Amalfi	Drive	Wentworth Point
22	9009	1	Amalfi	Drive	Wentworth Point
23	9011	1	Amalfi	Drive	Wentworth Point
24	9012	1	Amalfi	Drive	Wentworth Point
25	10001	1	Amalfi	Drive	Wentworth Point
26	10002	1	Amalfi	Drive	Wentworth Point
27	10003	1	Amalfi	Drive	Wentworth Point
28	10006	1	Amalfi	Drive	Wentworth Point
29	10007	1	Amalfi	Drive	Wentworth Point
30	10008	1	Amalfi	Drive	Wentworth Point
31	10010	1	Amalfi	Drive	Wentworth Point
32	10011	1	Amalfi	Drive	Wentworth Point
33	10012	1	Amalfi	Drive	Wentworth Point

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 8 sheet(s)
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Office Use Only	Office Use Only
Registered:  12.10.2018	SP98432


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

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


STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
34	11001	1	Amalfi	Drive	Wentworth Point
35	11002	1	Amalfi	Drive	Wentworth Point
36	11003	1	Amalfi	Drive	Wentworth Point

STRATA MANAGEMENT STATEMENT IN 81 SHEETS IS REGISTERED WITH THIS PLAN

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 8 sheet(s)
Registered:  12.10.2018	Office Use Only SP98432	
<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>		
<p>EXECUTED by) Wentworth Point 1 Pty Ltd) ACN 605 294 844) in accordance with Section 127) of the Corporations Act)</p> <p>..... Signature of Director</p> <p><i>Bilal El-cheikh</i> NAME (please print)</p> <p>..... Signature of Director/secretary</p> <p><i>Sajjah Hammand</i> NAME (please print)</p>		
Surveyor's Reference: 31573 011		

3

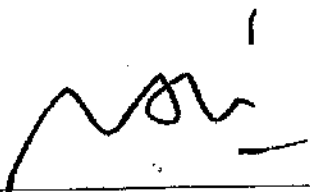
SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 8 sheet(s)
Office Use Only		Office Use Only
Registered:  12.10.2018	SP98432	

- 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
 - A schedule of street address
 - 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*

Mortgagee:

THP AUSTRALIA CAPITAL SDN BHD


The Common Seal of THP AUSTRALIA CAPITAL SDN BHD (Company No. 1077431-M) was hereunto duly affixed in the presence of:



Director

Name: *Azizah Othman*

NRIC No. *540927-09-5007*



Director/Secretary

Name: *Anuarfaei Mustapa*

NRIC No. *731120-06-9693*


Address: Level 20, Bangunan TH Selborn, 153, Jalan Tun Razak, Kuala Lumpur, Malaysia

Fax No: +603 2687 3322

Attention: Anuarfaei Mustapa

Surveyor's Reference: *31573 011*

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 8 sheet(s)
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Office Use Only	Office Use Only
Registered:  12.10.2018	SP98432

- 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
 - A schedule of street addresses
 - 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*

Mortgagee:

Signed sealed and delivered for and on behalf of
Maybank Investment Bank Berhad
by its duly authorised Attorney under
Power of Attorney Book 4692 No 50



Signature of Witness


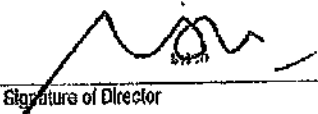
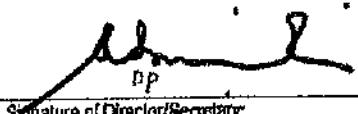
Signature of Attorney

WONG Kok YEW
Full Name of Witness

V. SARASWATHY A/P VARADARAJAN
Full Name of Attorney

MAYBANK INVESTMENT BANK BERHAD
Address of Witness

Surveyor's Reference: **31573 011**

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 8 of 8 sheet(s)
Office Use Only		Office Use Only
Registered:  12.10.2018	SP98432	
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• A schedule of street addresses• 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		
<u>Mortgages:</u>		
Executed by THP Treasury Pty Ltd ACN 614 610 463 In accordance with s127 of the Corporations Act 2001		
 _____ Signature of Director	 _____ Signature of Director/Secretary	
<u>roszali Othman</u> Name of Director	<u>mohd fazillah mohd Ali</u> Name of Director/Secretary	
(*) 31573 011		
Surveyor's Reference: (*)		

Instrument setting out terms of easement 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 ^{ePlan}

Plan: **SP77017**

Plan of strata subdivision of Lot 18
DP270320 covered by Strata Certificate
No. SC

Name and address of the owner of

Payce Properties Pty Limited

the land:

ACN 008 644 611

8 Baywater Drive

Homebush Bay 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	Right to permit rock anchors (affecting the whole of the lot)	CP/SP77017	3/776611
2	Easement over airspace to permit cranes (affecting the whole of the lot)	CP/SP77017	3/776611
3	Easement for support 0.25 wide of retaining wall and underpinning (A)	CP/SP77017	3/776611
4	Restriction on use	Every other lot	CP/SP77017
5	Restriction on use	CP/SP77017	Every other lot

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Instrument setting out terms of easement 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 2 of 6 ePlan

Plan: **SP77017** Plan of strata subdivision of Lot 18
DP270320 covered by Strata Certificate
No. SC

Part 2 (Terms)

1. Terms of right to permit rock anchors firstly referred to in the abovementioned plan

1.1 The burdened person grants full, free and unimpeded right to the benefited person and all persons authorised by it from time to time and at all times to:

- (a) place rock anchors where required on the burdened lot;
- (b) maintain, repair and/or replace the rock anchors permitted to be placed under paragraph 1.1(a); and
- (c) do anything reasonably necessary for these purposes, including entering the burdened lot, taking anything onto the burdened lot and carrying out work, such as excavation of soil and/or improvements, construction and/or installation of and placing, repairing, maintaining or replacing rock anchors.

1.2 In exercising rights to carry out work under paragraph 1.1, the benefited person must:

- (1) comply with all government agency requirements;
- (2) ensure all work is done properly and completed as quickly as practicable;
- (3) cause as little inconvenience as is reasonably practicable to the burdened lot and any occupier of the burdened lot;
- (4) cause as little damage as is reasonably practicable to the burdened lot and any improvement on it;
- (5) restore the easement area as nearly as is practicable to its former condition; and
- (6) make good any collateral damage.

Instrument setting out terms of easement 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

ePlan
Sheet 3 of 6

Plan: **SP77017** Plan of strata subdivision of Lot 18
DP270320 covered by Strata Certificate
No. SC

1.3 The easement referred to in this paragraph 1 ceases to operate in respect of a benefited lot if:

- (a) Payce ceases to hold a fee simple or leasehold interest in any part of the benefited lot; and
- (b) Payce notifies each burdened person that the easement ceases to operate in respect of the benefited lot,

but the notice under paragraph (b) does not prejudice the continuing operation of the easement in relation to benefited lots to which the notice does not relate.

2. Terms of easement over airspace to permit cranes secondly referred to in the abovementioned plan

2.1 The burdened person grants full, free and unimpeded right to the benefited person and all persons authorised by it from time to time and at all times to allow cranes to enter into the airspace of the burdened lot where required.

2.2 In exercising rights to use airspace under paragraph 2.1, the benefited person must:

- (1) comply with all government agency requirements;
- (2) ensure all work is done properly and completed as quickly as practicable;
- (3) cause as little inconvenience as is reasonably practicable to the burdened lot and any occupier of the burdened lot;
- (4) cause as little damage as is reasonably practicable to the burdened lot and any improvement on it;
- (5) restore the easement area as nearly as is practicable to its former condition; and
- (6) make good any collateral damage.

2.3 The easement referred to in this paragraph 2 ceases to operate in respect of a benefited lot if:

- (a) Payce ceases to hold a fee simple or leasehold interest in any part of the benefited lot; and

Instrument setting out terms of easement 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 4 of 6 ePlan

Plan: **SP77017** Plan of strata subdivision of Lot 18
DP270320 covered by Strata Certificate
No. SC

(b) Payce notifies each burdened person that the easement ceases to operate in respect of the benefited lot,

but the notice under paragraph (b) does not prejudice the continuing operation of the easement in relation to benefited lots to which the notice does not relate.

3. Terms of easement for support of retaining wall and underpinning thirdly referred to in the abovementioned plan

3.1 The burdened person grants full, free and unimpeded right to the benefited person and all persons authorised by it from time to time and at all times to use that part of the lot burdened marked "A" on the plan for support and underpinning of the retaining wall located on the boundary of the burdened and benefited lots.

3.2 The benefited person must ensure that no structural or other damage will be caused to the lot burdened or any part of the lot burdened or any personal property in the lot burdened when exercising the rights granted by this easement.

4. Terms of the restriction on use fourthly referred to in the abovementioned plan

4.1 The burdened person will not permit any on-site car parking spaces being part of the burdened lot (excepting service spaces) to be used by any person other than the burdened person, an occupant, tenant or visitor of the burdened person.

4.2 The burdened person or occupant, tenant or lessee of a burdened lot or part lot will not enter into an agreement to lease, license or transfer ownership of any car parking space that forms part of a burdened lot to any person other than an occupant, tenant, lessee or registered proprietor of the strata scheme. This restriction on the use of a burdened lot or part lot is noted pursuant to section 39 of the Strata Schemes (Freehold Development) Act 1973.

5. Terms of the restriction on use fifthly referred to in the abovementioned plan

5.1 Upon request from an owner or occupier of a benefited lot in the strata scheme, the owners corporation of the strata scheme will lease one disabled car parking space for exclusive use to that owner or occupier subject to that owner or occupier's eligibility for a Mobile Parking Scheme Authority Type A or Type C. Any disabled car parking space not leased must be made available for disabled visitor parking.

Instrument setting out terms of easement 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 5 of 6 ePlan

Plan: **SP77017** Plan of strata subdivision of Lot 18
DP270320 covered by Strata Certificate
No. SC

5.2 The owners corporation of the strata scheme must not grant any right of exclusive use or enjoyment of any part of the burdened lot to any owner of a benefited lot within the strata scheme without the prior consent of the Department of Planning or any person or body who is replaced as the consent authority from time to time as defined in the Environmental Planning and Assessment Act 1979.

Definitions

"benefited lot" means the dominant tenement.

"benefited person" means the registered proprietor of the benefited lot.

"burdened lot" means the servient tenement.

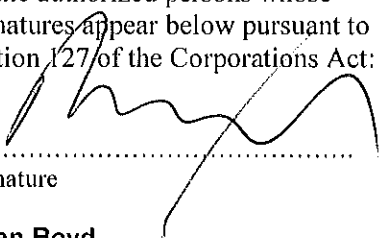
"burdened person" means the registered proprietor of the burdened lot.

"Payce" means Payce Properties Pty Limited ACN 008 644 611

"strata scheme" means the scheme created by the registration of the strata plan.

EXECUTED AS A DEED

EXECUTED on behalf of **PAYCE**)
PROPERTIES PTY LIMITED)
by the authorized persons whose)
signatures appear below pursuant to)
section 127 of the Corporations Act:)



.....
Signature

Brian Boyd

.....
Name of Officer

Director

.....
Position held


.....
Signature

Stephen Wainwright

.....
Name of Officer

Secretary

.....
Position held

Instrument setting out terms of easement 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 6 of 6 ePlan

Plan: **SP77017**

Plan of strata subdivision of Lot 18
DP270320 covered by Strata Certificate
No. SC

EXECUTION BY MORTGAGEE

EXECUTED by BOS INTERNATIONAL (AUSTRALIA) LTD ABN 23 066 601 250 by its duly constituted Attorney under Power of Attorney Book 4467 No.56 for NSW dated 19 July 2005 who has the authority of revocation of such Power of Attorney in the presence of:


Name (please print):
WARWICK JAMES TINSDALE

BOS INTERNATIONAL (AUSTRALIA) LTD by its Attorney


Signature

Michael Davidson Director Structured Property Finance
Name and Title (please print):

Instrument setting out terms of easement 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 8

SP70486

Plan of sub division of lot 5 in DP
270320 covered by ~~Subdivision~~ *Strata*
Certificate No. *SC 246*

Name and address of the owner of
the land:

Payce Properties Pty Limited
Level 2, 320 Liverpool Road
ASHFIELD NSW

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	Right of carriageway 6.6 wide and variable width (P)	CP	That part of Lot 3 DP 776611 described as (Z) on sheet 2 of the plan
2	Easement for services and access variable width (Q)	CP	That part of Lot 3 DP 776611 described as (Z) on sheet 2 of the plan
3	Easement to use open space (R)	CP	That part of Lot 3 DP 776611 described as (Z) on sheet 2 of the plan
4	Easement for garbage area (S)	CP	That part of Lot 3 DP 776611 described as (Z) on sheet 2 of the plan
5	Easement for irrigation tank (T)	CP	That part of Lot 3 DP 776611 described as (Z) on sheet 2 of the plan
6	Right of footway and easement for footway construction variable width (U)	CP	That part of Lot 3 DP 776611 described as (Z) on sheet 2 of the plan
7	Easement for construction and access	CP	That part of Lot 3 DP 776611 described as (Z) on sheet 2 of the plan

.....
~~Authorised Person~~
S. Waill

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Gordon Wren
.....
Gordon Wren
Accredited Certifier - Strata
Accreditation No: PSOA 003

Instrument setting out terms of easement 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 2 of 8

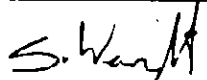
SP70486

Plan of sub division of lot 5 in DP
270320 covered by ~~Subdivision Strata~~
Certificate No. **SC 246**

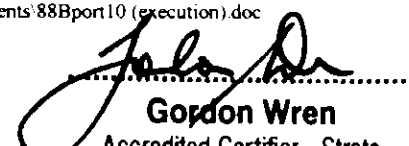
8	Easement for services and access variable width (V)	Lots 17, 19, 21 & 23	Lots 1, 6, 7, 12, 18, 20, 22 & 24 in SP70486
9	Restriction on use	Lots 1, 6, 7 & 12	Each other lot & CP/SP70486.
10	Restriction on use	Lots 17-24 (incl)	Each other lot & CP/SP70486.
11	Restriction on use	CP	The Minister for Planning

Part 2 (Terms)

1. **Terms of right of carriageway 6.6 wide and variable width firstly referred to in the abovementioned plan:**
 - (a) The burdened person grants to the benefited person full and free right to go, pass and repossess over those parts of the burdened lot marked P on the plan at all times and on the terms set out in this instrument.
 - (b) The rights granted under this easement:
 - (1) are subject to the right of the burdened person and other persons lawfully entitled to use the burdened land from time to time, to use or continue to use the burdened land in any manner that does not prevent the exercise of rights granted in this instrument; and
 - (2) may be exercised on the road only with vehicles of gross weight not exceeding 2 tonnes.
2. **Terms of easement for services and access variable width secondly referred to in the abovementioned plan:**
 - (a) Full, free and unimpeded right for each person who is at anytime entitled to an estate or interest in possession in the benefited land or any part of it with which the right is capable of enjoyment and all persons authorised by him from time to time and at all times to:
 - (1) use the those parts of the burdened lot marked Q on the plan ("services area") to provide services to or from the benefited land; and

.....
Authorised Person


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.....

Gordon Wren
Accredited Certifier - Strata
Accreditation No: PSOA 003

Instrument setting out terms of easement 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 3 of 8

SP70486

Plan of sub division of lot 5 in DP
270320 covered by ~~Subdivision Strata~~
Certificate No. **SC 246**

- (2) do anything reasonably necessary for that purpose, including entering the services area, taking anything on to the services area and carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
- (b) In exercising rights to carry out work on the services area, the benefited person must:
- (1) comply with all government agency requirements;
 - (2) ensure all work is done properly by the service provider or a licensed tradesperson, and that the work is completed as quickly as practicable;
 - (3) cause as little inconvenience as is practicable to the owner and any person using the services area;
 - (4) cause as little damage as is practicable to the services area and any improvement on or within it;
 - (5) restore the services area as nearly as is practicable to its former condition; and
 - (6) make good any collateral damage.
- 3. Terms of easement to use open space thirdly referred to in the abovementioned plan:**
- (a) The burdened person grants to the benefited person the full and free right to use as open space those parts of the burdened lot marked R on the plan at all times and on the terms set out in this instrument.
- (b) The benefited person may use the open space and any improvement constructed on the open space for any lawful purpose and in accordance with strata by-laws registered from time to time in respect of the burdened person, but the benefited person may not construct, repair or maintain any improvement on the open space except with the prior written consent of the burdened person (which may be refused, or given subject to conditions, in the absolute discretion of the burdened person).
- 4. Terms of easement for garbage area fourthly referred to in the abovementioned**

The burdened person grants to the benefited person the full and free right to use those parts of the burdened lot marked S on the plan ("garbage area") for the storage of garbage in accordance with strata by-laws registered from time to time in respect of the burdened person, but the benefited

.....
~~.....~~
S. Wayth

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.....

Gordon Wren
Accredited Certifier - Strata
Accreditation No: PSOA 003

Instrument setting out terms of easement 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 4 of 8

SP70486

Plan of sub division of lot 5 in DP
270320 covered by ~~Subdivision Strata~~
Certificate No. **SC 246**

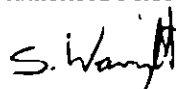
person may not construct, repair or maintain any improvement on the garbage area except with the prior written consent of the burdened person (which may be refused, or given subject to conditions, in the absolute discretion of the burdened person).

5. Terms of easement for irrigation tank fifthly referred to in the abovementioned

The burdened person grants to the benefited person the full and free right to use the irrigation tank located on the part of the burdened lot marked T on the plan ("irrigation tank area") at all times in accordance with strata by-laws registered from time to time in respect of the burdened person, but the benefited person may not construct, repair or maintain any improvement on the irrigation tank area except with the prior written consent of the burdened person (which may be refused, or given subject to conditions, in the absolute discretion of the burdened person).

6. Terms of right of footway and easement for footway construction variable width sixthly referred to in the abovementioned plan:

- (a) The burdened person grants to the benefited person the full and free right to go, pass and repossess over those parts of the burdened lot marked area U on the plan ("footway area") at all times and on the terms set out in this instrument.
- (b) The rights granted under this easement:
- (1) are subject to the right of the burdened person and other persons lawfully entitled to use the footway area from time to time in any manner that does not prevent the exercise of rights granted in this instrument;
 - (2) may be exercised on foot, with bicycles (wheeled not ridden) or using wheelchairs or disabled access aids but otherwise without vehicles; and
 - (3) (except where permitted by the Companion Animals Act) may not be exercised with animals.
- (c) The rights granted under this easement include the full and free right to do anything reasonably necessary to construct a footway over footway area on the terms set out in this instrument. The rights include, without limit, the right to enter the footway area, take anything on to the footway area and carry out work, such as constructing, repairing or maintaining a wooden deck and support structures for the same.
- (b) In exercising rights to construct the footway area, the benefited person must:
- (1) comply with all government agency requirements;

.....
~~Authorised Person~~


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Gordon Wren
Accredited Certifier - Strata
Accreditation No. PSOA 003

Instrument setting out terms of easement 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 5 of 8

SP70486

Plan of sub division of lot 5 in DP
270320 covered by ~~Subdivision Strata~~
Certificate No. **SC 246**

- (2) ensure all work is done properly by the service provider or a licensed tradesperson, and that the work is completed as quickly as practicable; and
- (3) cause as little inconvenience as is practicable to the owner and any person using the footway area.

7. Terms of easement for construction and access seventhly referred to in the abovementioned plan:


Full, free and unimpeded right for the benefited person and all persons authorised by him from time to time and at all times to do any work relevant to the construction of a building on the benefited lot, being such work as is determined by the benefited person and approved by the consent authority.

8. Terms of the easement for services and access variable width eighthly referred to in the abovementioned plan:

- (a) Full, free and unimpeded right for each person who is at anytime entitled to an estate or interest in possession in the benefited land or any part of it with which the right is capable of enjoyment and all persons authorised by him from time to time and at all times to:
 - (1) use the those parts of the burdened lot marked V on the plan ("services area") to provide services to or from the benefited land; and
 - (2) do anything reasonably necessary for that purpose, including entering the burdened lot, taking anything on to the services area and carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
- (b) In exercising rights to carry out work on the services area, the benefited person must:
 - (1) comply with all government agency requirements;
 - (2) ensure all work is done properly by the service provider or a licensed tradesperson, and that the work is completed as quickly as practicable;
 - (3) cause as little inconvenience as is practicable to the owner and any person using the services area;
 - (4) cause as little damage as is practicable to the services area and any improvement on or within it;

.....
~~Subdivision Strata~~
S Wang

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Gordon Wren
Accredited Certifier - Strata
Accreditation No: PSOA 003

Instrument setting out terms of easement 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 6 of 8

SP70486

Plan of sub division of lot 5 in DP
270320 covered by ~~Submission~~ *Strata*
Certificate No. *SC 246*

- (5) restore the services area as nearly as is practicable to its former condition; and
- (6) make good any collateral damage.

9. Terms of restriction on use ninthly referred to in the abovementioned plan

- (a) No registered proprietor nor occupant of a burdened lot may use the lot for any purpose other than:
 - (1) commercial office (excluding a real estate agency, unless paragraph (3) applies),
 - (2) professional consulting room, or
 - (3) such other purpose as Payce Properties Pty Limited approves (in its absolute discretion) and notifies to the registered proprietor.
- (b) This restriction expires and ceases to operate after 31 March 2013.

10. Terms of restriction on use tenthly referred to in the abovementioned plan


- (a) No registered proprietor nor occupant of a burdened lot may use the lot for any purpose other than:
 - (1) retail (excluding a real estate agency, unless paragraph (2) applies), or
 - (2) such other purpose as Payce Properties Pty Limited approves (in its absolute discretion) and notifies to the registered proprietor.
- (b) This restriction expires and ceases to operate after 31 March 2013.

11. Terms of restriction on use eleventhly referred to in the abovementioned plan


No part of the common property shall be conferred or consigned to any registered proprietors of the lots burdened for their exclusive use and enjoyment without the prior consent of the Minister for Planning.

12. Contribution to construction, repair and maintenance

- (a) This provision applies in relation to all easements referred to above which are expressed to benefit that part of Lot 3 DP 776611 described as (Z) on sheet 2 of the plan.

.....

S. Wren

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Gordon Wren
Accredited Certifier - Strata
Accreditation No: PSQA 003

Instrument setting out terms of easement 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 7 of 8

SP70486

Plan of sub division of lot 5 in DP
270320 covered by ~~Subdivision~~ Strata
Certificate No. **SC 246**

- (b) Whenever, after practical completion of any building on the benefited lot, the burdened person incurs any costs relating to construction, repair, maintenance or renovation of improvements which the benefited person is entitled to use, the benefited person must within 7 days after demand from the burdened person pay the burdened person an amount equal to 50% of the costs so incurred.
- (c) If the benefited person does not pay the burdened person any amount when required to do so under paragraph (b):
- (1) the benefited person must also pay the burdened person interest on that amount calculated at the default rate on a daily basis from (but excluding) the date on which the payment was due until (and including) the date on which payment is received by the burdened person; and
 - (2) until payment is received by the burdened person, the operation of all easements is suspended.

13. Interpretation

- (a) In this easement:

"benefited person" means the registered proprietor of the benefited lot and the benefited person's successors in title as the registered proprietors for the time being of the benefited lot.

"burdened person" means the registered proprietor of the burdened lot and the burdened person's successors in title as the registered proprietors for the time being of the burdened lot.

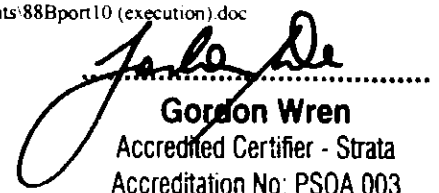
"services" includes supply of water, gas, electricity, communications, television, the discharge of sewage, sullage and other fluid wastes, and any other services from time to time supplied through the easement area for supply to persons including the benefited person.

- (b) In this easement, unless the contrary intention appears:
- (1) the singular includes the plural and vice versa;
 - (2) a reference to a thing or to land includes each part of that thing or land;
 - (3) a reference to a person includes a reference to that person's executors, administrators, successors and assigns; and

.....
~~Authorised Person~~

S. Wray

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Gordon Wren
Accredited Certifier - Strata
Accreditation No: PSOA 003

Instrument setting out terms of easement 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 8 of 8

SP70486

Plan of sub division of lot 5 in DP
270320 covered by ~~Subdivision Strata~~
Certificate No. SC 246

- (4) an obligation, representation or warranty:
 - (A) in favour of two or more persons is for their benefit jointly and severally; and
 - (B) by two or more persons binds them jointly and each of them severally.

EXECUTED AS A DEED.

EXECUTED on behalf of **PAYCE)
PROPERTIES PTY LIMITED)
ACN 008 644 611 by the authorised)
persons whose signatures appear)
below pursuant to Section 127 of)
the Corporations Act:)**

S. Wright
.....
Signature

Stephen Winwright
.....
Name of Officer

Secretary
.....
Position held

Brian Boyd
.....
Signature

Brian Boyd
.....
Name of Officer

Director
.....
Position held

EXECUTED BY SUNCORP-METWAY LIMITED

**SUNCORP-METWAY Ltd. A.C.N.
010 831 722 BY ITS ATTORNEY**

MARIO MATOSO CALEITE

**WHO CERTIFIES THAT THEY ARE A)
LEVEL II ATTORNEY PURSUANT)
TO POWER OF ATTORNEY BOOK)
#859 NO. 372 OF WHICH THEY HAVE)
RECEIVED NO NOTICE OF)
REVOCATION)
WITNESSED IN MY PRESENCE BY)
SAID ATTORNEY WHO IS)**

M. Caleite
.....

David Apoc Tolidis
.....
WITNESS
DAVID APOC TOLIDIS
56 PITT ST
SYDNEY

REGISTERED  11.8.2003

Gordon Wren
.....
Gordon Wren
Accredited Certifier - Strata
Accreditation No: PSOA 003

And the transferee covenant(s) with the transferor and its successors and assigns that it the Transferee and its successors and assigns shall not drain stormwater or surface or other water from the land hereby transferred otherwise than as hereinafter provided:-

- (a) all drains shall be constructed at the cost of the Transferee;
- (b) all necessary arrangements in regard thereto shall be made by the Transferee with the Council of the Municipality of Auburn, the Metropolitan Water Sewerage and Drainage Board and the Commonwealth of Australia and any other owner or occupier of any adjoining land (including the Transferor);
- (c) any drain intended by the Transferee to connect with any drain of the Transferor or to discharge into Haslams Creek shall not be constructed without the prior consent of the Transferor nor in contravention of any condition attaching to any such consent if given.

Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any exceptions to be made, or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

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

The lands to which the benefit of this covenant is intended to be appurtenant are so much of the lands comprised in Certificate of Title Volume 5018 Folio 1 as is shown on a plan marked "A" annexed to Transfer J886626 other than the part which is included in the lands hereby transferred, and the residue of the land comprised in Certificate of Title Volume 8416 Folio 145.

The land which is to be subject to the burden of this covenant is the land hereby transferred. This covenant may be released varied or modified by or with the consent of the registered proprietors for the time being of all the lands to which the benefit of the covenant is appurtenant and the Transferee further covenants with the Transferor and its successors and assigns that it or they the Transferee and its successors and assigns will not require the transferor its successors and assigns other than purchasers on sale to join in or contribute towards the cost of erecting any dividing fence, PROVIDED ALWAYS that this covenant shall not prejudice the right of the transferee to any part or parts of the land comprised in the said Certificate of Title as between themselves and adjoining owners other than the said Transferor.

The land to which the benefit of this covenant is appurtenant is the residue of the land in Certificates of Title Volume 8416 Folio 145 and Volume 5018 Folio 1.

The land which is subject to the burden of this covenant is the land hereby transferred.

This covenant may be released varied or modified by or with the consent of the Transferor its successors or assigns.

18357RP-1

ENCUMBRANCES, &c., REFERRED TO.

Reservations and conditions contained in Crown Grant K810058 Easement for Drainage.

A very short note will suffice
K 1165-1 1147-

If the instrument or Transfer is signed by a mark, the attesting witness should be present when 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 a Commissioner for Affidavits, or a Justice of the Peace, or a Justice known otherwise as an 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. 103 (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 Justice of the Peace, or before a Justice, 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, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Consul-General, 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).
g Strike out unnecessary words.
h Add any other matter necessary to show that the power is effective.
i 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 is signed or acknowledged before one of these parties.

Signed at Sydney the 17th day of November 67.
The COMMON SEAL OF THE MARITIME SERVICES BOARD OF NEW SOUTH WALES was hereto duly affixed in pursuance of a resolution of the Board and in the presence of the Commissioners whose signatures are set opposite hereto and;
[Signature] Secretary.
[Signature] Commissioner

THE COMMON SEAL OF BROADCASTING STATION 2SM PTY. LIMITED was hereunto affixed by authority of the Directors previously given and in the presence of:
[Signature] Secretary

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
[Signature] Common Seal
[Signature] Transferred(s)
Directors

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)

Memoandum 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 _____ 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 the margin, or noticed in the attestation.
1162-2 31 07-3

No. **K 868355**

Lodged by **MURPHY G MURPHY**
 Address **101/111 STS
 CITY FEDERAL BUILDING 3
 60 HUNTER STREET
 SYDNEY
 TELE 2211444**
 Phone No.

PARTIAL DISCHARGE OF MORTGAGE
 (N.B.—Before execution read marginal note.)

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

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

Dated at *[City]* this *[Day]* day of *[Month]* 19 *[Year]*
 Signed in my presence by *[Name]*

who is personally known to me

[Signature]
 Mortgagee.

DOCUMENTS LODGED HERewith
 To be filled in by person lodging dealing

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

SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER <i>at [City] [Date]</i> <i>having assent of [Name]</i>
Checked by <i>G M [Signature]</i>	Particulars entered in Register Book <i>at [City] [Date]</i>
Passed (in S.D.B.) by <i>[Signature]</i>	at <i>[City]</i>
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General

PROGRESS RECORD

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

EXTRA FEES K868355
 Gov. \$2.00
 Ind. \$3.00
 Total \$5.00

Form: 20ECE
Release: 1
www.lpi.nsw.gov.au

CANCELLATION OR EXTINGUISHMENT OF EASEMENT



New South Wales
Section 47(6A) Real Property Act 1900
Section 89(8) Conveyancing Act 1919

AB15451E

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	Dominant Tenement		Servient Tenement	
	3/776611, 22/1044874 Minister for Planning		1/270320	
(B) EASEMENT CANCELLED/ EXTINGUISHED	Number		Nature	
	See Annexure B			
(C) LODGED BY	Delivery Box	Name, Address or DX and Telephone		CODE
	W	MORGAN LEWIS ALTER LVL 12, 15 CASTLEREAGH ST SYDNEY NSW 2000 DX223 SYDNEY Reference: PAYC10: Boundary Adj Lot 9		R
(D) APPLICANT	Payce Properties Pty Limited ACN 008 644 611 and Minister for Planning			

~~(E) CANCELLATION Section 47(6A) Real Property Act 1900~~ See Annexure C

~~The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the _____ of the Register specified above, and annexes hereto (marked _____) the consent of any registered lessee, mortgagee or chargee.~~

~~EXTINGUISHMENT Section 89(8) Conveyancing Act 1919~~

~~The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated _____ (an office copy of which is annexed marked _____) extinguishing the easement referred to above.~~

DATE

(F) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

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

Signature of witness:

Signature of Applicant:

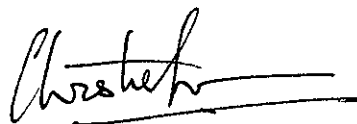
Name of witness:
Address of witness:

SEE ANNEXURE A

DP 270320

ANNEXURE A

Certified correct for the purposes of Real Property Act 1900 by the person whose signature appears below.

Signature: 


Signatory's name: CHRISTIE LIM
.....

Signatory's capacity: SOLICITOR FOR THE APPLICANT,
..... PACE PROPERTIES PTY LTD .

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of Real Property Act 1900 by the person whose signature appears below.

Signature of witness:

Signature of authorised officer: 

Name of witness: VERITY HUMBLE-CROFTS
.....

Authorised officer's name: Robert Black
.....

Address of witness: 31/2 BENT ST
NEUTRAL BAY 2089

Authority of officer: Director, Urban Assessments
.....

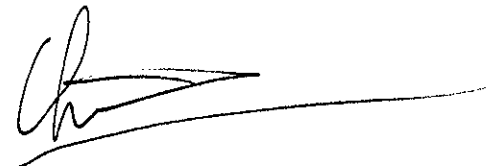
Signing on behalf of: Minister for Infrastructure and Planning.

ANNEXURE B

Easements partially cancelled:

1. Right of carriageway variable width (A) created by DP 270320.
2. Right of footway variable width (B) created by DP 270320.

3 of 5

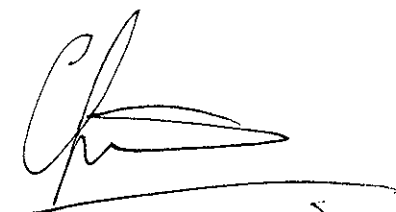
A handwritten signature in black ink, consisting of a stylized 'C' followed by a horizontal line and a long, sweeping underline.

ANNEXURE C

CANCELLATION Section 47 (6A) Real Property Act 1900.

The applicants, being the registered proprietors and Prescribed Authority of the dominant tenement, apply to have the recording of the easements referred to in Annexure A cancelled as to part from that part of 1/270320 that now forms part of 9/270320.

4 of 5

A handwritten signature in black ink, consisting of a large, stylized initial 'C' followed by a series of loops and a long horizontal stroke at the bottom.

Form: 20ECE
Release: 1
www.lpi.nsw.gov.au

CANCELLATION OR EXTINGUISHMENT OF EASEMENT



New South Wales
Section 47(6A) Real Property Act 1900
Section 89(8) Conveyancing Act 1919

AB15450G

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	Dominant Tenement 3/776611, 22/1044874		Servient Tenement 1/270320	
	Number See Annexure A		Nature	
(C) LODGED BY	Delivery Box <i>W</i>	Name, Address or DX and Telephone MORGAN LEON ALTER LVL 12, 15 CASTLEREAGH ST SYDNEY NSW 2000 Reference: <i>PAYCLO</i> <i>BOUNDARY ADS</i> <i>LOT 9</i>		CODE R
	(D) APPLICANT Payce Properties Pty Limited ACN 008 644 611			

(E) CANCELLATION Section 47(6A) Real Property Act 1900 See Annexure B

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the _____ of the Register specified above, and annexes hereto (marked _____) the consent of any registered lessee, mortgagee or chargee.

~~EXTINGUISHMENT Section 89(8) Conveyancing Act 1919~~

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated _____ (an office copy of which is annexed marked _____) extinguishing the easement referred to above.

DATE

(F) Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Christie Lim Signature: *Margaret Rose*

CHRISTIE LIM Signatory's name: MARGARET ROSE
SOLICITOR FOR Signatory's capacity: SOLICITOR FOR APPLICANT
APPLICANT

D.P. 270320

ANNEXURE A

Easements partially cancelled.

1. Easement to drain water variable width shown as (D) created by DP 270320.
2. Easement for services variable width shown as (E) created by DP 270320.

A handwritten signature in black ink, consisting of a stylized name followed by a long horizontal line underneath.

2 of 3

ANNEXURE B

CANCELLATION Section 47 (6A) Real Property Act 1900.

The applicants, being the registered proprietor of the dominant tenement, apply to have the recording of the easements referred to in Annexure A cancelled as to part from that part of 1/270320 that now forms part of 9/270320.

3 of 34

A handwritten signature in black ink, consisting of a stylized cursive 'C' followed by a horizontal line and a small flourish.

Lodger Details

Lodger Code 500507Y
Name MADISON MARCUS LAW FIRM PTY LTD
Address L 10, 60 CASTLEREAGH ST
SYDNEY 2000
Lodger Box 1112G
Email DENIS.HALL@MADISONMARCUS.CO
Reference MM20620

Land Registry Document Identification

AT359352

STAMP DUTY:

Request (11R)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP98432	N	
CP/SP98433	N	
CP/SP99752	N	
CP/SP98609	N	
14/271179	N	
CP/SP99753	N	
10/271179	N	
13/271179	N	
CP/SP98434	N	
CP/SP98608	N	

Applicant

THE OWNERS - STRATA PLAN NO. SP98432
Other legal entity

Document Type

Request (11R)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP98432
Signer Name EMILY DAABOUL
Signer Organisation MADISON MARCUS LAW FIRM PTY LTD
Signer Role PRACTITIONER CERTIFIER
Execution Date 15/08/2023

Form: J1R
 Release: 4-4

REQUEST
 New South Wales
 Real Property Act 1900

AT359352

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 38B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

STAMP DUTY

Insert Duties Assessment No. as issued by Revenue NSW Office.
 Duties Assessment No.

(B) TORRENS TITLE

See 'Annexure A'

(C) REGISTERED DEALING

Number	Torrens Title
--------	---------------

(D) LODGED BY

Document Collection 1112G	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 4, 71 York Street, Sydney NSW 2000 1149040	CODE R
	Email: James.Noir@madisonmarcus.com.au Reference: MM20620	

(E) APPLICANT

The Owners Strata Plan No. 98432

(F) NATURE OF REQUEST

The strata management statement is amended by deleting Schedule 1 and replacing it with the Schedule 1 Annexed.

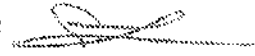
(G) TEXT OF REQUEST

See "Annexure B"



DATE 23rd November 2022

(H) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
 Company: The Owners Strata Plan No. 98432
 Authority: Section 273 Strata Schemes Management Act 2015

Signature of authorised person: 
 Name of authorised person: PATRICE SPIND
 Office held: STRATA MANAGER

Signature of authorised person:
 Name of authorised person:
 Office held:

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant _____ verifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No: _____ Full name: _____ Signature: _____

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.
 ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Annexure A

(B) Torrens Title: CP/SP98432,
CP/SP98433,
CP/SP98434,
CP/SP98608,
CP/SP98609,
CP/SP99752,
CP/ SP99753
10/271179
13/271179
14/271179

Annexure B

The strata management statement is amended by adding the following items to the Shared Facilities allocation in Schedule 1, with such amendment effective from the date of registration of the strata plans for Buildings H & J, which was 8 October 2019

SCHEDULE 1

Schedule 1
 23 Bennelong Parkway, Wentworth Point - Stage 2

No.	Shared Facility or Shared Service	Location within the Development	Description	Method of Allocation	Maintenance	Lot 3**	Lot 4**	Lot 5**	Lot 7**	Lot 8**	Lot 11**	Lot 12**	Lot 14**
Electrical Services													
1.1	Main Switch Room	Lower Ground Level Lot 3	This shared facility includes but is not limited to: 1. the electrical switch room; 2. includes the room, the switchboard, shared metres, controls and associated equipment; 3. the cleaning maintenance, repairs and replacement; and 4. lighting globe replacement	Lot 3 Use Only	Monthly Visual Inspection / Annual detailed inspection	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
		Lower Ground Level Lots 4, 5, 7, 8, 11 and 12		The proportion of the GFA for stratum lots 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	14.12%	9.46%	15.30%	15.89%	25.00%	19.87%	0.36%
1.2	Main Distribution Frame (MDF)	Lower Ground Level Lot 3	Main Distribution Frame for telecommunications includes but not limited to: 1. all telephone equipment other than the property of service 2. all wiring 3. all lighting and electricity consumption for the room 4. room ventilation	Lot 3 Use Only	Monthly Visual Inspection / Annual detailed inspection	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
		Lower Ground Level Lots 4, 5, 7, 8, 11 and 12		The proportion of the GFA for stratum lots 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	14.12%	9.46%	15.30%	15.89%	25.00%	19.87%	0.36%
1.3	Lighting for Parking Levels	Lower Ground Level Lot 3	To comply with Australian Standards	Lot 3 Use Only	Inspection and testing as required by Australian Standards	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
		Lower Ground Level Lots 4, 5, 7, 8, 11 and 12		The proportion of the GFA for stratum lots 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	14.12%	9.46%	15.30%	15.89%	25.00%	19.87%	0.36%
1.4	External Lighting	External Common Areas	Provide light to all external common areas	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	8.42%	12.93%	8.66%	14.01%	14.60%	22.89%	18.20%	0.33%
1.5	Emergency Exit Lighting	Lower Ground to Roof Top Common Areas	Provide adequate lighting to all emergency exit pathways	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	8.42%	12.93%	8.66%	14.01%	14.60%	22.89%	18.20%	0.33%
1.6	MATV System	Lower Ground Level	This shared facility is the Master Antenna Television System bringing free to air television to the building. Costs include repairs and maintenance to associated infrastructure but not limited to antennas and cabling.	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4, 5, 7, 8, 11 and 12.	Routine monitoring	8.45%	12.97%	8.69%	14.06%	14.60%	22.97%	18.26%	0.00%
1.7	Communication Room	Lower Ground Level	This shared facility is the master communication room which distributes all cabling into each unit.	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4, 5, 7, 8, 11 and 12.	Routine monitoring	8.45%	12.97%	8.69%	14.06%	14.60%	22.97%	18.26%	0.00%
1.8	Sub-Station		To serve power to the Building		No cost / No maintenance	Nil							

Schedule 1
 23 Bennelong Parkway, Wentworth Point - Stage 2

No.	Shared Facility or Shared Service	Location within the Development	Description	Method of Allocation	Maintenance	Lot 3**	Lot 4**	Lot 5**	Lot 7**	Lot 8**	Lot 11**	Lot 12**	Lot 14**
Hydraulic Services													
2.1	Rainwater Tank	Basement	Capture rainwater	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspections and repairs as necessary	8.31%	12.75%	8.55%	13.83%	14.35%	22.59%	17.96%	1.66%
2.2	Rainwater Tank Pump	Lower Ground Level	Distributes rainwater out of the tank into the water system	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspections and repairs as necessary	8.31%	12.75%	8.55%	13.83%	14.35%	22.59%	17.96%	1.66%
2.3	On-Site Detention Tank (OSD)	Basement	Provide temporary storage for stormwater run-off	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspections and repairs as necessary	8.31%	12.75%	8.55%	13.83%	14.35%	22.59%	17.96%	1.66%
2.4	On-Site Detention Pump	Lower Ground Level	Pump stormwater out of the OSD tank into the drainage system	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspections and repairs as necessary	8.31%	12.75%	8.55%	13.83%	14.35%	22.59%	17.96%	1.66%
2.5	Sewer Tank	Lower Ground Level		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspections and repairs as necessary	8.31%	12.75%	8.55%	13.83%	14.35%	22.59%	17.96%	1.66%
2.6	Sewer Pumps	Lower Ground Level		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspections and repairs as necessary	8.31%	12.75%	8.55%	13.83%	14.35%	22.59%	17.96%	1.66%
2.7	Gutters and Downpipes	Entire Development	This shared facility includes all guttering and downpipes located on the building. Costs include cleaning, repair and replacement of the gutters, downpipes and floor waste.	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspections and repairs as necessary	8.31%	12.75%	8.55%	13.83%	14.35%	22.59%	17.96%	1.66%
2.8	Subsurface drainage system and stormwater	Entire Development	This shared facility includes: 1. Stormwater, and; 2. the drainage system for the building including draining for roof water, downpipes, hydraulic pipes and stormwater drainage; and 3. all hydraulic, subsoil pumps, pits and stormwater grates and drains. Costs include repairs and maintenance and the replacement of the Subsurface Drainage System and Stormwater This shared facility does not include any parts of the drainage system which are for the exclusive use of a Member, Owner or Occupier.	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspections and repairs as necessary	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%

Schedule 1
 23 Bennelong Parkway, Wentworth Point - Stage 2

No.	Shared Facility or Shared Service	Location within the Development	Description	Method of Allocation	Maintenance	Lot 3**	Lot 4**	Lot 5**	Lot 7**	Lot 8**	Lot 11**	Lot 12**	Lot 14**
2.9	Cold Water System	Lower Ground Level	Measure the volume of water through each unit / lot	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4, 5, 7, 8, 11 and 12.	Inspections, servicing and maintenance	8.45%	12.97%	8.69%	14.06%	14.60%	22.97%	18.26%	0.00%
2.10	Hot Water System	Entire Lots 3, 4, 5, 7 and 8	To supply hot water	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4, 5, 7, 8, 11 and 12.	Inspections and repairs as necessary	8.45%	12.97%	8.69%	14.06%	14.60%	22.97%	18.26%	0.00%
2.11	Hot Water Plant Room	Roof level Lots 3, 4, 5, 7 and 8	To maintain hot water systems	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4, 5, 7, 8, 11 and 12.	Inspections and repairs as necessary	8.45%	12.97%	8.69%	14.06%	14.60%	22.97%	18.26%	0.00%
Fire Services													
3.1	Water Hydrant	Lower Ground Level	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
3.2	Fire Hydrant Booster	Lower Ground Level	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
3.3	Sprinkler System	Entire Development	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
3.4	Sprinkler Pump (Diesel)	Lower Ground Level	Pump water through the sprinkler system in case of a fire	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
3.5	Fire Indicator Panel (FIP)	Lower Ground Level	Control the fire alarm system	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
3.6	Fire Control Room (FCR)	Lower Ground Level	Control all Fire Services within the building	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
3.7	Hydrant Pumps	Lower Ground Level	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
3.8	Hydrant Hose Reels	Entire Development	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
3.9	Portable Fire Extinguishers	Entire Development	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
3.10	Hydrant Pipes	Entire Development	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%

Schedule 1
 23 Bennelong Parkway, Wentworth Point - Stage 2

No.	Shared Facility or Shared Service	Location within the Development	Description	Method of Allocation	Maintenance	Lot 3**	Lot 4**	Lot 5**	Lot 7**	Lot 8**	Lot 11**	Lot 12**	Lot 14**
3.11	Essential Fire Services	Entire Development	<p>The essential fire services are an integrated fire system located throughout the building</p> <p>These include without limitation;</p> <ol style="list-style-type: none"> the combined fire hydrant and sprinkler system and all booster pumps, valves, storage tanks and pipework associated with the fire hydrant and sprinkler system; the fire tanks and alarm valve room; all fire hose reels and fire extinguishers; the fire line rental and test calls; the EWIS and fire alarm systems including speakers, alarms and associated electrical components; the fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; stair pressurisation systems including all motors, fans, ducting, grills, filters, electrical components forming part of the emergency lighting system; the emergency lighting system including all light fittings, batteries and other components forming part of the emergency lighting system; the fire indicator panel and mimic panel together with their associated electrical components; and all other items and features associated with the integrated fire system. <p>Costs for essential fire services also include the costs to comply with any obligations of the committee regarding fire safety such as testing, reporting and annual certification.</p> <p>This does not include additional fire safety equipment or services installed in a lot by a member, owner or occupier and does not include any fire stairs.</p>	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
3.12	Smoke Detectors	Entire Development	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
3.13	Stair Pressurisation	Entire Development	To keep smoke out of the fire stairs and circulate air	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
3.14	Fire Stairs and egress paths	Entire Development	<p>This shared facility includes all Fire Stairs and egress paths within the Building. Costs include:</p> <ol style="list-style-type: none"> cleaning maintenance annual certification; and repairs and maintenance 	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
Waste Management and Loading Dock													
4.1	Loading Dock	Lower Ground Level Lot 3	<p>The Loading Dock includes but is not limited to:</p> <ol style="list-style-type: none"> Driveway and Parking for loading dock General Cleaning 	Lot 3 Use Only	Routine monitoring	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
		Lower Ground Level Lots 4, 5, 7 and 8		The proportion of the GFA for stratum lots 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	14.12%	9.46%	15.30%	15.89%	25.00%	19.87%	0.36%
4.2	Waste management Contractor	N/A	Contractor to collect / dispose of waste	Council collection	N/A	Nil							

Schedule 1
 23 Bennelong Parkway, Wentworth Point - Stage 2

No.	Shared Facility or Shared Service	Location within the Development	Description	Method of Allocation	Maintenance	Lot 3**	Lot 4**	Lot 5**	Lot 7**	Lot 8**	Lot 11**	Lot 12**	Lot 14**
4.3	Waste Store Room	Lower Ground Level Lot 3	Area for bulk garbage disposal	Lot 3 Use Only	Routine monitoring	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
		Lower Ground Level Lots 4, 5, 7 and 8		The proportion of the GFA for stratum lots 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	14.12%	9.46%	15.30%	15.89%	25.00%	19.87%	0.36%
4.4	Garbage Room	Lower Ground Level Lot 3	Area for general garbage disposal	Lot 3 Use Only	Routine monitoring	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
		Lower Ground Level Lots 4, 5, 7 and 8		The proportion of the GFA for stratum lots 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	14.12%	9.46%	15.30%	15.89%	25.00%	19.87%	0.36%
Lift Services													
5.1	Accessible Lifts and Community lifts	Accessible Lift Nos B1, Platform Podium Lift 1 and Platform Podium Lift 2	Transportation system for the building, incl. Platform lifts	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspections, servicing and maintenance	8.42%	12.93%	8.66%	14.01%	14.55%	22.89%	18.20%	0.33%
5.2	Community lifts	Community Lift Nos. D1, D2, E1 and E2	Transportation system for the building, incl. Platform lifts	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspections, servicing and maintenance	8.42%	12.93%	8.66%	14.01%	14.55%	22.89%	18.20%	0.33%
5.3	Lifts	Lift Nos. A1, A2, B2 and G1	Transportation system for the building	These items are not deemed a shared facility. If there are any items that require repair / maintenance, the costs will be incurred through the respective Capital Works Fund Plan of each Stratum Lot.	Inspections, servicing and maintenance	Nil							
5.4	Accessible Lifts	Accessible Lift Nos. H1, H2, J1 and J2	Transportation system for the building, incl. Platform lifts	These items are not deemed a shared facility. If there are any items that require repair / maintenance, the costs will be incurred through the respective Capital Works Fund Plan of each Stratum Lot.	Inspections, servicing and maintenance	Nil							
Mechanical Services													
6.1	Parking Levels Air Supply (Fan)	Lower Ground Level Lot 3	Supply air throughout the Basement levels	Lot 3 Use Only	Inspections, servicing and maintenance	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
		Lower Ground Level Lots 4, 5, 7, 8, 11 and 12		The proportion of the GFA for stratum lots 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	14.12%	9.46%	15.30%	15.89%	25.00%	19.87%	0.36%

Schedule 1
 23 Bennelong Parkway, Wentworth Point - Stage 2

No.	Shared Facility or Shared Service	Location within the Development	Description	Method of Allocation	Maintenance	Lot 3**	Lot 4**	Lot 5**	Lot 7**	Lot 8**	Lot 11**	Lot 12**	Lot 14**
6.2	Car Park Exhaust / Ventilation	Lower Ground Level Lot 3	To ventilate fumes through ducting and into the atmosphere	Lot 3 Use Only	Inspections, servicing and maintenance	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
		Lower Ground Level Lots 4, 5, 7, 8, 11 and 12		The proportion of the GFA for stratum lots 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	14.12%	9.46%	15.30%	15.89%	25.00%	19.87%	0.36%
6.3	Mechanical Risers and carpark exhaust plant and associated equipment	Lower Ground Level Lot 3	To ventilate fumes through ducting and into the atmosphere	Lot 3 Use Only	Inspections, servicing and maintenance	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
		Lower Ground Level Lots 4, 5, 7, 8, 11 and 12		The proportion of the GFA for stratum lots 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	14.12%	9.46%	15.30%	15.89%	25.00%	19.87%	0.36%
Common Area & Security Services													
7.1	Cleaning Shared Areas Gardening including all open space areas	Communal Areas / Seating Area / Landscaping	The open space areas include but is not limited to: 1. Awnings (repair and maintenance); 2. Signage; 3. Cleaning; 4. Regular gardening and landscape maintenance and replacement (including furniture); 5. Lighting, electrical power; 6. operating, repairing and maintaining the irrigation system; and general repair and maintenance. 7. Pedestrian access ways (cleaning and gardening).	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*	Routine monitoring and regular maintenance	8.17%	12.54%	8.40%	13.59%	14.11%	22.21%	17.65%	3.32%
7.2	Shared Driveways and Ramps	Lower Ground Level	This shared Facility includes all shared driveways and ramps within the building. Costs include but not limited to: 1. cleaning maintenance 2. light globe replacement 3. line markings 4. signage; and 5. repairs and maintenance	The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Routine monitoring	7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
7.3	Bay Park	Ground Level Lot 1		These items are not deemed a shared facility. If there are any items that require repair / maintenance, the costs will be incurred through the Community Association	Routine monitoring and regular maintenance	Nil - Lot 1 forms part of the Community Association							
7.4	Club	Ground Level Lot 2		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Routine monitoring and regular maintenance	8.42%	12.93%	8.66%	14.01%	14.55%	22.89%	18.20%	0.33%
Upon Registration of the Conversion Plan and Conversion Notice, Lot 2 (Club) will form part of the Community Association - Lot 1													
7.5	Car Wash Bay	Lower Ground Level Lot 3		The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4, 5, 7, 8, 11 and 12.	Routine monitoring and regular maintenance	8.45%	12.97%	8.69%	14.06%	14.60%	22.97%	18.26%	0.00%
7.6	Gas Supply / Metering	Lower Ground Level	Measure the volume of gas through each unit / lot	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4, 5, 7, 8, 11 and 12.	Inspections, servicing and maintenance	8.45%	12.97%	8.69%	14.06%	14.60%	22.97%	18.26%	0.00%
7.7	Exterior Paintwork and Render	Entire Development	This shared facility includes all exterior surfaces which are painted and/or rendered. Costs include cleaning, repair and replacement of the render, maintenance and repainting.	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4, 5, 7, 8, 11 and 12.	To be captured in subsequent capital works funds throughout lifecycle of development	8.45%	12.97%	8.69%	14.06%	14.60%	22.97%	18.26%	0.00%

Schedule 1
 23 Bennelong Parkway, Wentworth Point - Stage 2

No.	Shared Facility or Shared Service	Location within the Development	Description	Method of Allocation	Maintenance	Lot 3**	Lot 4**	Lot 5**	Lot 7**	Lot 8**	Lot 11**	Lot 12**	Lot 14**
7.8	Exterior Architectural/Façade embellishments	Entire Development	This shared facility includes all architectural façade embellishments including louvers. Costs include cleaning, repairs and maintenance.	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4, 5, 7, 8, 11 and 12.	To be captured in subsequent capital works funds throughout lifecycle of development	8.45%	12.97%	8.69%	14.06%	14.60%	22.97%	18.26%	0.00%
7.9	Residential lobby	Entire Development	This shared facility is all lobby areas located on and above Lower Ground Level and all basements. Costs include cleaning, repair, maintenance, replacement and electricity costs. Costs also include the costs of artwork or other forms of decoration installed in the residential lobby from time to time.	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4, 5, 7, 8, 11 and 12.	To be captured in subsequent capital works funds throughout lifecycle of development	8.45%	12.97%	8.69%	14.06%	14.60%	22.97%	18.26%	0.00%
7.10	Roof Top Terrace (Buildings D & E) and Sky Walk	Lot 10	Share open space	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4, 5, 7, 8, 11 and 12.		8.45%	12.97%	8.69%	14.06%	14.60%	22.97%	18.26%	0.00%
Upon Registration of the Conversion Plan and Conversion Notice, Lot 10 (Roof Terrace of D & E and Sky Walk) will form part of the Community Association - Lot 1													
7.11	Podium and Site through-link	Lot 13	This shared facility is all rooftop terrace, the cost includes but is not limited to: 1. Waterproofing; 2. General Cleaning; 3. Repair and replacement; 4. Regular maintenance.	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4, 5, 7, 8, 11 and 12.	Inspections, servicing and maintenance	8.45%	12.97%	8.69%	14.06%	14.60%	22.97%	18.26%	0.00%
Upon Registration of the Conversion Plan and Conversion Notice, Lot 13 (Podium and Site through-link) will form part of the Community Association - Lot 1													
7.12	Swing Gate	Lower Ground Level Lot 3	Security gate enabling access by the residents / visitors of the respective stratum lots	Lot 3 Use Only	Inspections, servicing and maintenance	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Swing Gate	Lower Ground Level Lots 4, 5, 7, 8, 11 and 12		The proportion of the GFA for stratum lots 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	14.12%	9.46%	15.30%	15.89%	25.00%	19.87%	0.36%
7.13	Vehicle Access Card Reader & Intercom	Lower Ground Level Lot 3	Security device enabling access by the residents / visitors of the respective stratum lots	Lot 3 Use Only	Inspections, servicing and maintenance	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Vehicle Access Card Reader & Intercom	Lower Ground Level Lots 4, 5, 7, 8, 11 and 12		The proportion of the GFA for stratum lots 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	14.12%	9.46%	15.30%	15.89%	25.00%	19.87%	0.36%
7.14	Mailroom / Letter Boxes	Lower Ground Level Lot 3	Costs for the mailroom / letter boxes include repair, maintenance, cleaning and replacement	Lot 3 Use Only	Routine monitoring	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Mailroom / Letter Boxes	Lower Ground Level Lots 4, 5, 7, 8, 11 and 12		The proportion of the GFA for stratum lots 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	14.12%	9.46%	15.30%	15.89%	25.00%	19.87%	0.36%
7.15	Plant Rooms & Associated equipment	Entire Lot 3	The Plant rooms include but not limited to; 1. Ventilation; 2. Smoke extraction systems; 3. gas, water, drainage; and 4. cleaning and lighting	Lot 3 Use Only	Inspections, servicing and maintenance	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Plant Rooms & Associated equipment	Lower Ground Level Lots 4, 5, 7, 8, 11 and 12		The proportion of the GFA for stratum lots 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	13.66%	9.15%	14.80%	15.37%	24.18%	19.23%	3.61%

Schedule 1
 23 Bennelong Parkway, Wentworth Point - Stage 2

No.	Shared Facility or Shared Service	Location within the Development	Description	Method of Allocation	Maintenance	Lot 3**	Lot 4**	Lot 5**	Lot 7**	Lot 8**	Lot 11**	Lot 12**	Lot 14**
7.16	Roof	Roof Level entire development (excl. Lot 10 Common Facilities)	This shared facility is all rooftop of each building, the cost includes but is not limited to: 1. Waterproofing; 2. General Cleaning; 3. Repair and replacement; 4. Regular maintenance.	This items is not deemed a shared facility, the associated works in rooftop terrace covering the individual stratum lots will be their sole responsibility. If there are any items that require repair / maintenance, the costs will be incurred through the respective Capital Works Fund Plan.	To be captured in subsequent capital works funds throughout lifecycle of development					Nil			
7.17	Electrical Car Chargers	Lower Ground Level Lot 14		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*	Inspections, servicing and maintenance	8.42%	12.93%	8.66%	14.01%	14.55%	22.89%	18.20%	0.33%
7.18	Common areas and shared services electricity consumption costs			The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*		7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
7.19	Common areas water consumption costs including landscaped maintenance and cleaning			The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*		7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
Residential Manager													
8.1	Administration	<i>if applicable</i>		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*		7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
8.2	Audit Fees	<i>if applicable</i>		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*		7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
8.3	Accounting / BAS	<i>if applicable</i>		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*		7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
8.4	Bank Charges	<i>if applicable</i>		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*		7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
8.5	Financial Statement	<i>if applicable</i>		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*		7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
8.6	Occupational Health & Safety Report	<i>if applicable</i>		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*		7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
8.7	Insurances	<i>if applicable</i>		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*		7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
8.8	Taxation	<i>if applicable</i>		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*		7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%

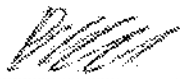
No.	Shared Facility or Shared Service	Location within the Development	Description	Method of Allocation	Maintenance	Lot 3**	Lot 4**	Lot 5**	Lot 7**	Lot 8**	Lot 11**	Lot 12**	Lot 14**
8.9	Legal Fees	<i>if applicable</i>		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and the land area for stratum lot 14 to the aggregate of the total combined area.*		7.89%	12.11%	8.12%	13.13%	13.63%	21.44%	17.05%	6.64%
8.10	Professional Fees for Building Manager	<i>if applicable</i>		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		8.17%	12.54%	8.40%	13.59%	14.11%	22.21%	17.65%	3.32%
8.11	Professional Fees for Strata Manager	<i>if applicable</i>		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		8.17%	12.54%	8.40%	13.59%	14.11%	22.21%	17.65%	3.32%
8.12	Professional Fees for Security	<i>if applicable</i>		The proportion of the GFA for stratum lots 3, 4, 5, 7, 8, 11 and 12 and a fair proportion of the land area for stratum lot 14 based on its estimated use of the facility, to the aggregate of the total combined area.*		8.17%	12.54%	8.40%	13.59%	14.11%	22.21%	17.65%	3.32%
Community facilities													
9.1	Internal Road (Amalfi Drive)	Ground Level Lot 1		These items are not deemed a shared facility. If there are any items that require repair / maintenance, the costs will be incurred through the Community Association	Routine monitoring and regular maintenance	Nil							
<p>*Total Combined Areas: The sum of the total GFA in the relevant stratum lot nos. 3, 4, 5, 7, 8, 11 and 12 and the land area (development area) of stratum lot 14.</p> <p>**Lot 3: Stage 1 (Building A)</p> <p>**Lot 4: Stage 1 (Building B)</p> <p>**Lot 5: Stage 1 (Building G)</p> <p>**Lot 7: Stage 2 (Building D)</p> <p>**Lot 8: Stage 2 (Building E)</p> <p>**Lot 11: Stage 2 (Building H)</p> <p>**Lot 12: Stage 2 (Building J)</p> <p>**Lot 14: Development Land Area for Stage 3 and Future Stage(s) (Buildings C and F)</p> <p>Note:</p> <p>Lot 1: Community Facilities (Proposed Amalfi Drive and Bay Park)</p> <p>Lot 2: Common Shared Facility (Proposed Club)</p> <p>Lot 13: Common Shared Facility (Proposed rooftop common areas and Sky walk)</p> <p>Upon Registration of the Conversion Plan and Conversion Notice, Lot 2, Lot 10 & Lot 13 will form part of the Community Association - Lot 1</p>													

ANNEXURE C – EXECUTION PAGES

LOT 10/271179.

Executed by Wentworth Point 1 Pty Ltd (ACN 605 294 844)

in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of Director

Bilal El-cheikh

Name of Director



Signature of Director/Secretary

Sajah Hammood.

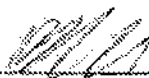
Name of Director/Secretary

Executed by :

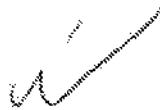
LOT 13/271179

Executed by Westworth Point 1 Pty Ltd (ACN 605 294 844)

in accordance with section 127 of the Corporations Act 2001 (Cth);


Signature of Director

Bilal El-deikh
Name of Director


Signature of Director/Secretary

Sagah Hammoud
Name of Director/Secretary

Executed by:

LOT 14/271179

Executed by Wentworth Point 1 Pty Ltd (ACN 605 294 844)


in accordance with section 127 of the *Corporations Act 2001 (Cth)*:



Signature of Director

Bital El-cheikh

Name of Director



Signature of Director/Secretary

Sajah Hammarad.

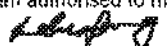
Name of Director/Secretary

Executed by :

Mortgagee consent for Wentworth Point 1 Pty Ltd (ACN 605 294 844) Amendment to the Shared Facilities Schedule annexed to the Strata Management Statement No. SP98432 recorded on Folio Identifier 14/271179


Executed by Mortgagee

Alceon Finance Pty Ltd [REDACTED]

I, Anna Chen Fang, am authorised to make this amendment.
20 September 2023 

MORTGAGEE EXECUTION:

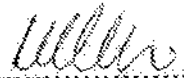
EXECUTED by ALCEON FINANCE PTY LIMITED (ACN 159 670 158) [REDACTED]

) I, Anna Chen Fang, am authorised to make this amendment.
) 20 September 2023 
)
)

[REDACTED] by:



Signature of director



Signature of director/company secretary
(delete as applicable)

Trevor Loewensohn

Full name of director (print)

Melanie Hedges

Full name of director/company secretary (print)
(delete as applicable)

Mortgagee consent for Wentworth Point 1 Pty Ltd (ACN 605 264 844) Amendment to the Shared Facilities Schedule annexed to the Strata Management Statement No. SP98432 recorded on Folio Identifier 14/271179

Executed by Mortgagee

P.T. Limited [REDACTED] I, Anna Chen Fang, am authorised to make this amendment.
20 September 2023 *[Signature]*

MORTGAGEE EXECUTION:

SIGNED for and on behalf of P.T. LIMITED (ACN 004 454 666) [REDACTED] by [REDACTED] its attorney under power of attorney dated 21 June 2017 registration number Book 4728 No. 204 in the presence of:

)
) I, Anna Chen Fang, am authorised to make this amendment.
) 20 September 2023 *[Signature]*
)
)
)

[Signature of witness]

Signature of witness

Gareth Munnick
Senior Manager

Full name of witness (print)

[Signature of attorney]

Signature of attorney

Mimi Bui
Senior Manager

Full name of attorney (print)

By signing this document the attorney confirms that, at the date of signing this document, the attorney has no notice of revocation of the power of attorney specified above.

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 19 September 2022 it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 98432 was affixed on 23 November 2022 in the presence of the following person(s) authorised by section 373 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: Parvathamma S. Rao Authority: Strata Managing Agent

Signature: Name: Authority:

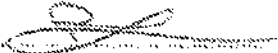
* Insert appropriate date



Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No. 98432 was affixed on 22 November 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature of Committee Member/Strata Manager: 

Name of Committee Member/Strata Manager: PATRICK SUSAN

Authority: Strata Management Agent

Signature of Committee Member/Strata Manager:

Name of Committee Member/Strata Manager:

Authority:



Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 14 September 2022, it passed a special resolution, pursuant to the *Strais Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strais Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 56(1)(c) *Strais Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 96433 was affixed on 22 November 2022, in the presence of the following person(s) authorised by section 273 *Strais Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: PETER S. S. S. S. Authority: Strata Managing Agent

Signature: Name: Authority:

* Insert appropriate date



Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No 98433 was affixed on 20 November 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature of Committee Member/Strata Manager: [Handwritten Signature]

Name of Committee Member/Strata Manager: Patricia Soong

Authority: Strata Managing Agent

Signature of Committee Member/Strata Manager:

Name of Committee Member/Strata Manager:

Authority:



Approved Form 13


Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 01 September 2022, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 98434 was affixed on 03 November 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature:  Name: ROBERT SAUNDERS Authority: Strata Managing Agent

Signature: Name: Authority:

* Insert appropriate date



Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No 98434 was affixed on 22 October 2023 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 of Committee Member/Strata Manager: [Signature]

Name of Committee Member/Strata Manager: Robert William Squire

Authority: Strata Management Agreement

Signature of Committee Member/Strata Manager:

Name of Committee Member/Strata Manager:

Authority:



Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 20 September 2022, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

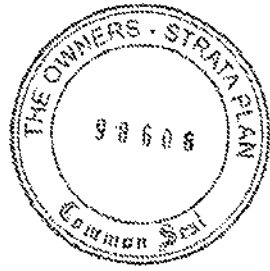
Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 98608 was affixed on 23 November 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: Patricia S. Cross Authority: Strata Managing Agent

Signature: Name: Authority:

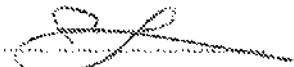
* Insert appropriate date



Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No 98608 was affixed on 13 November 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature of Committee Member/Strata Manager : 

Name of Committee Member/Strata Manager : Patrick Sano

Authority : Strata Managing Agent

Signature of Committee Member/Strata Manager :

Name of Committee Member/Strata Manager :

Authority :



Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 20 September 2022, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 98609 was affixed on 22 November 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Handwritten Signature] Name: Peter Lomas Authority: Strata Managing Agent

Signature: Name: Authority:

* Insert appropriate date



Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No 98809..... was affixed on 21 November ²⁰²² in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature of Committee Member/Strata Manager: [Signature]

Name of Committee Member/Strata Manager: Patricia Lee S.M.A.

Authority: Strata Managing Agent

Signature of Committee Member/Strata Manager:

Name of Committee Member/Strata Manager:

Authority:



Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 20 September 2022, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 49752 was affixed on 23 November 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2016* to attest the affixing of the seal.

Signature: [Signature] Name: ANTHONY S. S. S. S. Authority: Strata Managing Agent

Signature: _____ Name: _____ Authority: _____

* Insert appropriate date



Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No 89732 was affixed on 23 November 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature of Committee Member/Strata Manager: [Signature]

Name of Committee Member/Strata Manager: Prakash Sarna

Authority: Strata Managing Agent

Signature of Committee Member/Strata Manager:

Name of Committee Member/Strata Manager:

Authority:



Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 20 September 2022, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

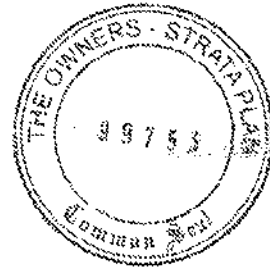
Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 99753 was affixed on 23 November 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: Frederick SAAS Authority: Strata Managing Agent

Signature: _____ Name: _____ Authority: _____

*Insert appropriate date



Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No. 99753 was affixed on 23 October 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature of Committee Member/Strata Manager: [Handwritten Signature]

Name of Committee Member/Strata Manager: Prakash Singh

Authority: Strata Managing Agent

Signature of Committee Member/Strata Manager:

Name of Committee Member/Strata Manager:

Authority:





**LAND
REGISTRY
SERVICES**

NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * 46

**Insert, from the Lodgment Rules exceptions list, the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
<https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules>

Form: 21CSM
Release: 24

**AMENDMENT OF
MANAGEMENT STATEMENT**
New South Wales
Section 39
Community Land Development Act 1989



AP580248U

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

(A) **TORRENS TITLE**

1/271179

(B) **LODGED BY**

Document Collection Box 1112G	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 10, 1 Market St, Sydney 134904C Tel no: 02 8022 1222	CODE CS
	Reference: MM191178	

(C) **APPLICANT**

Community	Association	Deposited Plan No. 271179
-----------	-------------	---------------------------

(D) The applicant certifies that by a special resolution passed on 31 August 2019 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed	Added
	29 as fully set out below

(F) **TEXT OF ADDED BY-LAW**

By Law 29 - Service of Documents on Owner of lot by Community Scheme

A document can be served on the owner of a lot by electronic means if the person has given the Community Association an email address for the service of notices and the document is sent to that address.

(G) The common seal of the Community association deposited plan 271179 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness: PATRICK SAAD

Date: 27TH SEPTEMBER 2019



Lodger Details

Lodger Code 501286H
Name HWL EBSWORTH LAWYERS
Address FL 14, 264 GEORGE ST
SYDNEY 2000
Lodger Box 1W
Email LBAKER@HWLE.COM.AU
Reference 975571 - WENTWO

Land Registry Document Identification

AR887311

STAMP DUTY:

Instrument of Conversion (21CE)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
2/271179	N	

Applicant

WENTWORTH POINT 1 PTY LTD ACN 605294844
Registered company

Document Type

Instrument of Conversion (21CE)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of WENTWORTH POINT 1 PTY LTD
Signer Name ANDREW BUCHANAN
Signer Organisation PARTNERS OF HWL EBSWORTH LAWYERS
Signer Role PRACTITIONER CERTIFIER
Execution Date 14/02/2022

Form: 21CE
 Release: 4-2

**INSTRUMENT OF
 CONVERSION**
 New South Wales
 Sections 14 or 20

Leave this space clear. Affix additional pages to the top left-hand corner.

Community Land Development Act 1989

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	2/271179	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any
		Email:
		Reference:
		CODE CE
(C) APPLICANT	Wentworth Point 1 Pty Ltd ACN 605 294 844	
(D) ASSOCIATION	Community Association	Deposited Plan No. 271179

(E) The applicant and the association referred to above hereby notify the Register General pursuant to section 14 of the Community Land Development Act 1989 that the above lot has been converted to Community property.

DATE

(F) I certify that I am an eligible witness and that the applicant's attorney signed this dealing in my presence.
 [See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the applicant's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness: *[Handwritten Signature]*
 Name of witness: Stephanie Christine Bowdan
 Address of witness: Level 14, Australia Square,
264 - 278 George Street,
Sydney NSW 2000

Signature of attorney: *[Handwritten Signature]*
 Attorney's name: Andrew Tom Buchanan
 Signing on behalf of: Wentworth Point 1 Pty Ltd
 Power of attorney-Book: 4791
 -No: 43

(G) ASSOCIATION'S CERTIFICATION

The association referred to above hereby certifies that—

- by a unanimous resolution it has consented to the conversion to association property of the lot specified above;
- by a unanimous resolution it has agreed to each proposed unit entitlement shown in the replacement schedule of unit entitlement set out in sheet No. 2 dated 20/05/2019 of the deposited plan;

(H) • the initial period as defined in section 3 of the Community Land Development Act 1989 has expired.

The common seal of the association was affixed hereto on 20th December 2021 in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: *[Handwritten Signature]*
 Name of witness: PATRICK SAAD



(I) COUNCIL'S CERTIFICATE

The Council of the City of Parramatta

- the conversion is not inconsistent with the conditions of the development consent,
- any development contract has been amended accordingly, and
- the relevant association has consented by unanimous resolution,

approves the conversion to Community property of lot 2 in deposited plan No. 271179

Signature of authorised officer: *[Handwritten Signature]* Electronic Signature of me, Mark Leotta, affixed by me, or at my direction on 11/2/2022 Position: GROUP MANAGER DEVELOPMENT AND TRAFFIC SERVICES Date: 11/2/2022

Name of authorised officer: MARK LEOTTA Authorised Officer as Delegate of City of Parramatta Council Pursuant to Section 378 of Local Government Act 1993

(K) The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. 2567786 Full name: Michael Robinson Signature: *[Handwritten Signature]*

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

No. 40660

E. Taylor New South Wales.

APPLICATION TO BRING LANDS UNDER THE PROVISIONS OF THE REAL PROPERTY ACT, 1900.

FREE SIMPLE.

30/10/59

This form may be modified to suit the case of a leasehold title.



CAUTION.—Applicants are reminded that by virtue of the provisions of the Statute of the Criminal Act, 1900, the penalties of perjury are attached to a false declaration concerning any matter or proceeding under the Act, and that the utmost care is therefore necessary in framing (or reading over, if the form be filled up by a Attorney) every particular statement herein.

It is further provided by Section 129 of the Real Property Act, 1900, that any applicant procuring a Certificate through any fraud, error, omission, misrepresentation, or mistake, who will, notwithstanding the issue of such Certificate remain liable for damages to any person he by prejudiced. And any person who fraudulently procures, assists in fraudulently procuring, or is privy to the fraudulent procurement of any Certificate of Title, is declared guilty of a misdemeanour, and liable to a penalty not exceeding £500, or imprisonment not exceeding three years; and any Certificate thereby procured is rendered void as between all parties or parties to the fraud.

Office Copy
Plan
Total *4-10-0*
12/9/59

Here state Christian and surname (or names) in full with postal address and occupation.

DAVID ALEXANDER McDOWELL of Maritime Services Board Offices, Circular Quay, Sydney, Solicitor,

"I am" or if the declaration is made by an attorney "I am" (as the case may be)

do solemnly and sincerely declare, that "I am" coined for an Estate in fee simple of 1

Here give description of the property in full. If the land is shown on a plan lodged with the application or fully described in a deed, it will be sufficient to insert a reference to the area, town, parish, and county and words indicating that the land is shown on the plan or described in the deed in question.

THE MARITIME SERVICES BOARD OF NEW SOUTH WALES (hereinafter called the Board) is seized for an estate in fee simple of all that piece of land containing an area of 61 acres 1 rood 3 perches situate in the Municipality of Auburn, Parish of St. John, County of Cumberland, and being the land delineated on the plan by Mr. Surveyor Morgan dated 17th April 1958 lodged herewith which land (including all improvements) is of the value of two hundred and fifty thousand pounds (£250,000) and no more (subject as mentioned in my Statutory Declaration of this date lodged herewith) and

The application may include an appurtenant easement expressly created by an instrument not registered under the Real Property Act, 1900 (see section 14A). Unless the Registrar-General has previously dispensed with a plan of survey, an accurate plan, prepared and certified by a surveyor registered under the Surveyors Act, must accompany the application.

If there be any rights of way or other rights or easements affecting the premises the particulars should be stated. If the space for description be insufficient, it may be completed by annexure which must however be identified as part of the declaration, by memorandum signed by the declarant and attesting officer.

~~which land (including all improvements) is of the value of £~~

The full improved value should be stated.

State whether the whole or part.

and no more, is not part of any land originally granted by Crown grant, under the hand of the Governor of the Colony, dated the 10 day of 1841

Insert allotment with serial number and section on plan, if any, or if not, number of acres granted.

If there be any Lease, add the words "except as follows" and insert particulars thereof.

And I further declare, that I verily believe there does not exist any lease or agreement for lease of the said land for any term exceeding a tenancy for one year, or from year to year, except as disclosed by my said Statutory Declaration.

If there be any mortgage, lien, etc. add the words "except as follows" and insert particulars thereof.

Also, that there does not exist any mortgage, lien, writ of execution, charge or encumbrance, will or settlement, or any deed or writing, contract, or dealing (other than such lease or tenancy as aforesaid), giving any right, claim, or interest in or to the said land, or any part thereof, to any other person than myself, ourselves, the Board, except as disclosed by my said Statutory Declaration

Insert "unoccupied" or "in the occupation of" adding names and addresses of tenants in full. State also nature of tenancy, if not under lease before mentioned.

and I further declare, that there is no person in possession or occupation of the said land or any part thereof adversely to the Estate or interest therein, and that the said land is now ~~occupied~~ except as disclosed by my said Statutory Declaration, and that the said land is now occupied as also disclosed

When the applicant is a caretaker or manager, such caretaker or manager should be stated, together with the nature of his occupation.

Here insert names and residences of adjacent owners and occupiers all sides.

and that the owners and occupiers of adjacent lands are as follows: also so disclosed.

State whether on North, South, East, or West.	Name.	State whether owner or occupier.	Address.
	<i>Quare Co.</i>		
	<i>No Notices</i>		

Corr. of ...
7744 Feb 32
12/9/59

add
 The declaration may be qualified to the extent to which Applicant's title has been previously passed by the Registrar General by inserting the words "Commencing with Conveyance dated _____ of as the case may be. Otherwise all documents from the Crown Grant onwards must be entered in the Schedule."

add
 If there be any exception add the words "except as follows" and insert necessary particulars.

add
 If made in New South Wales this declaration must be attested by the Registrar General or Deputy, or by a Notary Public, or by a Justice of the Peace, or Commissioner for Affidavits. If made outside the State it should be made according to the law of the State where made, before a person authorized by that law to take declarations. If the signature be by mark, the attestation must state that the document was read over to the declarant, and that he appeared fully to understand the contents. This applies also to the subject direction, particularly if a different person be nominated to receive certificate.

And I, ~~we~~ further declare, that the annexed Schedule, to which my ~~our~~ signature is ~~are~~ affixed, and which is to be taken as part of this Declaration, contains a full and correct list commencing with Proclamation published 18th August 1916 of all settlements, deeds, documents, or instruments, maps, plans and papers relating to the land comprised in this application, so far as I ~~we~~ have any means of ascertaining the same, distinguishing such as being in my ~~our~~ possession or under ~~my/our~~ control, are herewith lodged and indicating where or with whom, so far as known to me ~~we~~ any others thereof are deposited. Also, that there does not exist any fact or circumstance whatever material to the title, which is not hereby fully and fairly disclosed to the utmost extent of my ~~our~~ knowledge, information, and belief; and that there is not, to my ~~our~~ knowledge and belief, any action or suit pending affecting the said land, nor any person who has or claims any estate, right, title or interest therein, or in any part thereof, otherwise than by virtue of or by my said Statutory Declaration.

And I, ~~we~~ make this solemn Declaration, conscientiously believing the same to be true.

DATED at Sydney this 20th day of September 1958.
 (RULE UP ALL BLANKS BEFORE SIGNING.)

Made and subscribed by the abovesaid
DAVID ALEXANDER McDOWELL
 this 20th day of September 1958
 in the presence of
Add and J.P.

Signature of Applicant } David McDowell

To the Registrar-General,—

add
 I, ~~we~~ DAVID ALEXANDER McDOWELL the above declarant, do hereby apply to have the land described in the above declaration brought under the provisions of the Real Property Act, and request you to issue the Certificate of Title in the name of THE MARITIME SERVICES BOARD OF NEW SOUTH WALES.

add
 If to Applicant, say "myself"; if to other person write name at full length, with postal address and occupation. If to two or more, state whether as joint tenants or tenants in common; if as tenants in common state shares. If to an infant, the age should be stated, and verified by Certificate of Birth, or by Statutory Declaration. If to a married woman, the name of the husband together with his postal address and occupation, should be stated.

DATED at Sydney this 20th day of September 1958.
 Witness to Signature—
Add and J.P.
 (Signature of Applicant) David McDowell

*NB—The Schedule below and Certificate indorsed on fourth page should be also signed.
 In no case can any alterations, however trifling, be allowed to be made after the application has been once declared, unless all the parties re-sign and re-declare the same. If it is discovered that any alterations are necessary, the applicant may make a statutory declaration setting out in what manner he desires the application to be altered, which declaration will then (unless the Registrar General considers that a fresh application ought to be made) be read as one with the application.

(RULE UP ALL BLANKS BEFORE SIGNING.)

SCHEDULE REFERRED TO.*

(TO BE SIGNED BY APPLICANT IMMEDIATELY BELOW THE LAST DOCUMENT SCHEDULED.)

To include not only Title Deeds, Probates, Letters of Administration, etc., but also the Surveyor's Plan or Statement in lieu thereof.

* For the particulars with which this Schedule must comprise, see concluding part of Declaration, to which particular attention is directed, as any omission or mis-statement will render applicant liable to the penalties of false declaration.

No.	Date.	Nature of Instrument.	Parties.	Registration.		For Office use only. By whom Produced.
				Book.	No.	
1	10.8.1916	Proclamation	By His Excellency the Governor under section 27 of the Sydney Harbour Trust Act, 1900 declaring the land above described to be vested in the Sydney Harbour Trust Commissioners, published in the New South Wales Government Gazette No. 146 on 18th August 1916 at folio 4686, a copy of which Proclamation is annexed to my said Statutory Declaration lodged herewith.			
2	10.12.1935	Statute	The Maritime Services Act, 1935-1953, vesting in the Board as from 1st February 1936 lands formerly vested in the Sydney Harbour Trust Commissioners.			

Should any transaction affecting the land in this application be entered into or any alterations in the buildings or fences be made subsequent to the date of the application, but prior to the issue of the Certificate of Title, the Registrar General should be informed immediately, and all documents evidencing such transaction should be lodged.

SCHEDULE REFERRED TO—(continued).*

(TO BE SIGNED BY APPLICANT, IF UTILISED, IMMEDIATELY BELOW THE LAST DOCUMENT SCHEDULED.)

No.	Date.	Nature of Instrument.	Parties.	Registration.		For Office use only.
				Book.	No.	By whom Produced.
			<u>LODGED HEREWITH.</u>			
3	17.4.1958.	Plan of Survey	By Mr. Surveyor Morgan.			
14.	6.2.1958.	Power of Attorney	The Board to David Alexander McDowell.	Misc.	56797	
15	14.8.1958	Counterpart of Agreement for Lease	The Board and Ralph Symonds Limited, (the original thereof having been delivered by the Board to Messrs. Dudley Westgarth & Co., Solicitors for the said Ralph Symonds Limited)			
16	10.9.1958	Statutory Declaration	By David Alexander McDowell.			
7		Agreement	Maintenance Services Board of N.S.W. with Ralph Symonds Limited			

David Alexander McDowell

reg. city an 5

7 Agreement M.S.B. Maintenance Services Board of N.S.W. with Ralph Symonds Limited

M.S.B. 80/6/59

Docs. 4-7 herewith

Docs 4 & 5 are available to Lab. for Maritime Services Board

Doc 7 is available to Messrs. D. Westgarth & Co.

Other docs. to remain

Received doc nos.

*Ralph Symonds 12/5
 G. B. M. I.B.*

per [Signature] 18/5/59

*Received documents 2/10/59
 Mr. Dudley Westgarth
 11/1/59*

*Rec'd Docs 4, 5 & 6
 Rec'd docs 4 & 5
 Maritime Services Board 14/10/59
 15/9/58*

Rec'd Docs 4, 5 & 6

See indorsement overleaf.

[Signature] for C.E. 15/9/58

I certify that the within application is correct for the purposes of the Real Property Act, 1900.

Section 117 requires that this Certificate be signed by Applicant or his Solicitor and renders liable any person falsely or negligently certifying, to a penalty not exceeding £50; also, to damages recoverable by parties injured. If by Solicitor, he should insert—“and that I am the Solicitor of the within-named Applicant,” and should add his own address, to his signature. The signature should be that of the Solicitor himself and not of his firm.

(Signature) *D.A. McDowell*

(RULE UP ALL BLANKS BEFORE SIGNING, EXCEPT SPACE IN SCHEDULE BELOW APPLICANT'S SIGNATURE.)

Notice sent 21/9/59 B.M.

EXTRA FEES	
Diagram	<i>[initials]</i>
Extra Folios	4 AUG 1959

F E E S .

OF THESE MUST ACCOMPANY THE APPLICATION.

	£	s.	d.
Certificate of Title	2	10	0
Office Copy of Plan (when a Plan is furnished)	1	0	0
Preparation of Plan (when a Plan is not furnished)	1	0	0
Advertisement	3	0	0
Lodgment fee	1	0	0

Received plan 6/dec. 1r. 3p
 incrayward
 12 2 59

[Handwritten signature]

State to whom all correspondence relating to this Application should be sent, with address, as under, viz.:

Name D.A. McDowell

Occupation Solicitor for The Maritime Services
 Board of New South Wales,
 Box 32, G.P.O.,
 SYDNEY.

Post Town

DP271179



ePlan

MADISON MARCUS
LAW FIRM

Approved Form 28
COMMUNITY LAND DEVELOPMENT ACT

“One The Waterfront”

Community Management Statement

TERMS OF INSTRUMENT NOT CHECKED
IN NSW LAND REGISTRY SERVICES

REGISTERED		11.10.2018
------------	---	------------

Level 10, 1 Market Street
Sydney NSW 2000
PO Box Q742, QVB NSW 1230
DX 13006 Market Street Exchange
P +61 2 8022 1222
F +61 2 8022 1221
E enquire@madisonmarcus.co
W www.madisonmarcus.co



DP271179

ePlan

Contents

Community Management Statement Warning	3
Management Structure	4
Definitions	5
Interpretation	10
Part 1 By-Laws Fixing Details of Development.....	12
By Law 1. Architectural Standards and Landscape Standards	12
By Law 2. Building Works and Alterations.....	13
By Law 3. External Fixtures	15
By Law 4. Maintenance	16
Part 2 Restricted Community Property.....	18
By Law 5. Developer's Rights over Community Property.....	18
By Law 6. Repealed	19
By Law 7. Recreational and Other Facilities	19
Part 3 Mandatory Matters	20
By Law 8. Community Property.....	20
By Law 9. Community Facilities.....	20
By Law 10. Internal Fencing	20
By Law 11. Garbage.....	21
By Law 12. Services and Open Access Ways	22
By Law 13. Insurance	23
By Law 14. Executive Committee.....	24
By Law 15. Meetings	25
By Law 16. Amounts Payable.....	26
Part 4 Optional Matters.....	28
By Law 17. Behaviour of owners, Occupiers and Permitted Persons.....	28
By Law 18. Subsidiary Body Property	28
By Law 19. Washing.....	29
By Law 20. Storage of Flammable Liquids.....	29
By Law 21. Keeping of Animals.....	29
By Law 22. Parking.....	30
By Law 23. Security Keys.....	30
By Law 24. Private Services.....	31
By Law 25. Community Association's Rights and Obligations	31
By Law 26. Obligations of Owners and Occupiers	32
By Law 27. Rules.....	34

DP271179

ePlan

Management Act
Development Act
Community Management Statement

Warning

The terms of this Management Statement are binding on:

- (a) the Community Association;
- (b) each Subsidiary Body; and
- (c) each person who is an Owner, lessee, Occupier or mortgagee in possession of a Lot.

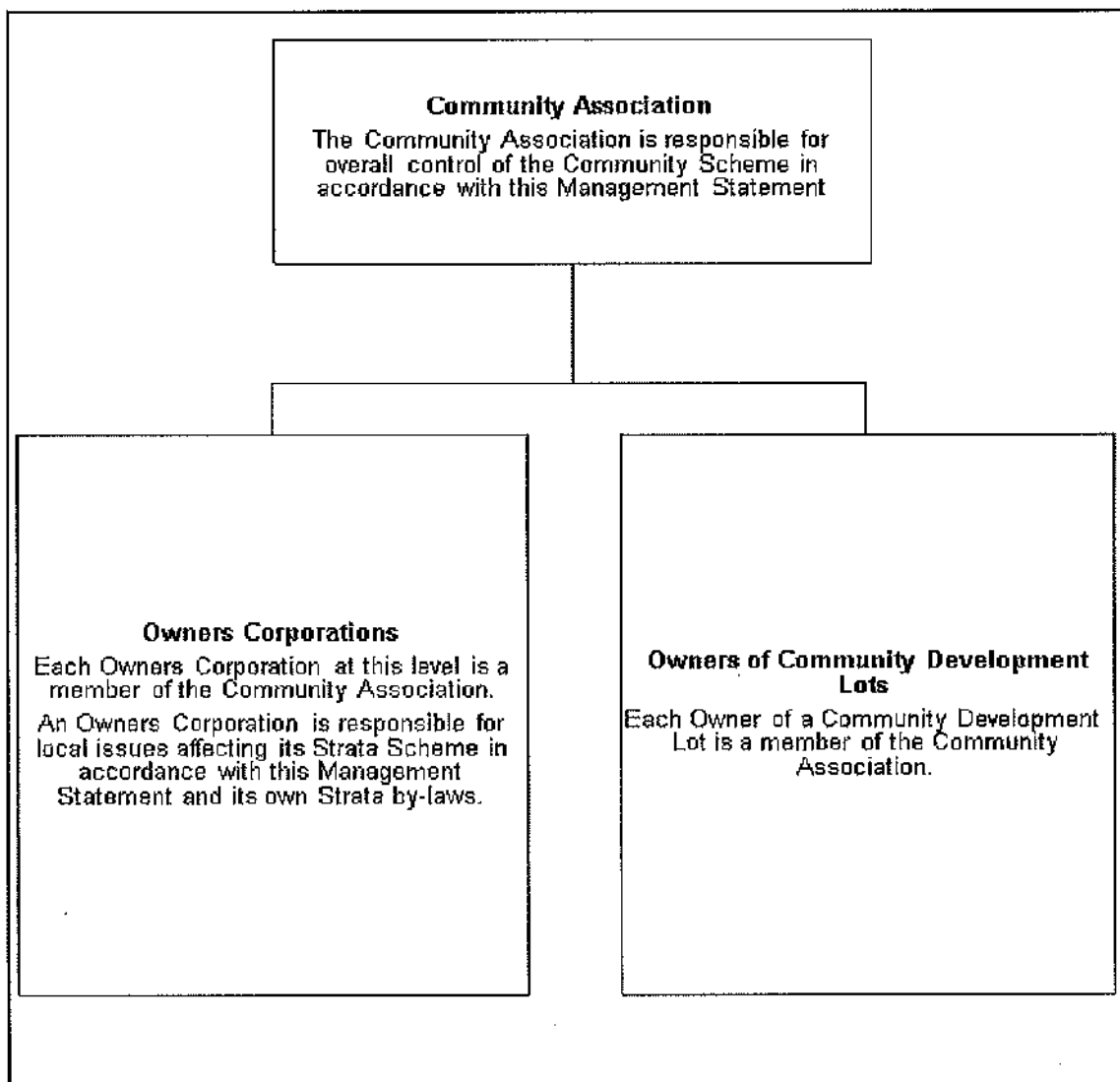


DP271179

ePlan

Management Structure

The management structure for the Community Scheme is as follows:



DP271179

ePlan

Definitions

A. Statutory Definitions

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

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

B. Further Definitions

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

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

Architectural Standards architectural standards prescribed under this Management Statement by:

- (a) the Community Association; or
- (b) each Subsidiary Body for its Subsidiary Scheme and amended under this Management Statement;

Association Property the Community Property and the Subsidiary Body Property of the Community Scheme;

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

Community Development Lot a lot that is not:

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

Community Facilities includes any facilities which are constructed or are to be constructed on Community Property (and excludes such facilities located on the common property of any Subsidiary Body);

Community Parcel the land the subject of the Community Scheme;

Community Plan means the plan of subdivision creating the Community Development Lots and the Community Property;

Community Property lot 1 in the Community Plan and includes the Community Facilities, and includes any property added to lot 1 in the Community Plan;

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

Community Titles Legislation the Development Act and the Management Act;

Council the council of the City of Parramatta Council;

Developer Wentworth Point 1 Pty Ltd ACN 605 294 844;

Development Act the Community Land Development Act 1989;

DP271179

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Development Activities any work which the Developer and all persons authorised by the Developer must do to complete any development on the Community Parcel including:

- (a) any form of demolition work, building work and work ancillary to or associated with building work on the Community Parcel;
- (b) the installation of Services;
- (c) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (d) carrying out development in stages;
- (e) construction of the Community Facilities, including further Community Facilities (additional to those in existence at registration of the Community Plan);
- (f) any form of work which the Developer in its absolute discretion considers is necessary or desirable; and
- (g) the subdivision of land forming part of the Community Parcel by any means, including strata subdivision;

Development Consent means DA/360/2018 as amended from time to time or any development consent in substitution either in whole or in part of the subject matter of the development consent;

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

Excluded Dog:

- (a) a pit bull terrier;
- (b) an american pit bull terrier;
- (c) a dogo argentino;
- (d) a fila brasileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth government; and
- (h) an unregistered or dangerous dog under the *Dog Act 1966*;

General Meeting an annual general meeting or a special general meeting of the Community Association;

Government Agency a governmental or semi-government, administrative, fiscal or judicial department or entity, a statutory authority or the Council;

Landscape Standards the landscape standards prescribed under this Management Statement by:

- (a) the Community Association; and
- (b) each Subsidiary Body for its Subsidiary Scheme

as amended under this Management Statement;



DP271179

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Landscaped Areas any external landscaped areas of any Subsidiary Body Property;

Law includes:

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

Lot a Community Development Lot or a Strata Lot;

Management Act the Community Land Management Act 1989;

Management Statement this community management statement;

Managing Agent an agent appointed under section 50 of the Management Act;

Occupier any person in lawful occupation of a Lot;

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

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

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

Pulse Club means Pulse Club – Combined Waterfront Community Associations Ltd ACN 127 317 622, a not for profit company limited by guarantee, whose members are limited to the Community Association, Harbourside community association DP No. 270113, and Waterfront community association DP No. 270320;

Pulse Complex means the premises comprised in lot 31 in community plan DP270113 and lot 25 in community plan DP270320 and includes all venues, facilities, equipment and services contained therein including but not limited to tennis courts, indoor swimming pool, outdoor swimming pool, gymnasium, artroom, old exercise room, function centre and also includes all such other premises and properties, venues, facilities, equipment and services leased, owned or operated by Pulse from time to time;

Real Estate Agency the business of any one or more of the following:

- (a) inducing or attempting to induce any person to:
 - (i) make an offer to buy, sell, exchange, lease, assign or otherwise dispose of a Lot;
 - (ii) accept an offer to buy, sell, exchange, lease, assign or otherwise dispose of a Lot; or
 - (iii) enter into a contract to buy, sell, exchange, lease, assign or otherwise dispose of a Lot;
- (b) buying, selling, exchanging, leasing, assigning or otherwise disposing of a Lot, by any means including by auction;
- (c) collecting rents payable in relation to any lease of a Lot;
- (d) compiling for publication or compiling and publishing any document that contains a list relating solely or substantially to the acquisition or disposal of a Lot; or
- (e) operating serviced apartments;

DP271179

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Recreational and Other Facilities any:

- (a) swimming pools, gymnasiums, spas, saunas, lounges, bicycle storage facilities, accessways, parks, gardens or other facilities constructed within Subsidiary Body Property; or
- (b) audio and visual security cameras and other surveillance equipment installed on Subsidiary Body Property;

Rules the rules made under this Management Statement;

Security Key a key, magnetic card or other device used to:

- (a) open and close doors, gates, buildings or locks; or
- (b) operate alarms, security systems or communications systems;

Security Services services for the prevention of any threat to the security or safety of:

- (a) an Owner or Occupier; or
- (b) any property situated on the Community Parcel;

Service:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil, telecommunication and internet services;
- (b) the provision of sewerage and drainage;
- (c) transmission by telephone, radio, television, satellite or other means;
- (d) security systems; and
- (e) any other facility, supply or transmission;

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

Service Provider is a statutory or Government Agency that provides a Service;

Strata Lot a lot in a Strata Plan;

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

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

Subsidiary Body an Owners Corporation;

Subsidiary Body Property the common property of a Strata Scheme;

Subsidiary Plan a Strata Plan;

Subsidiary Scheme a Strata Scheme;

Vehicle includes a boat, trailer, caravan, car or any other towable item; and

Works:

- (a) a change to any building;
- (b) a change to any landscaping; or
- (c) the construction of a new building(s)



DP271179

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within the Community Parcel but excludes:

- (d) Development Activities; and
- (e) internal refurbishment to a building within a Lot



DP271179

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Interpretation

A. Construction

In this Management Statement a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a defined word or phrase, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (d) month or monthly means calendar month or calendar monthly;
- (e) quarter means calendar quarter;
- (f) a person includes:
 - (i) a corporation, partnership, joint venture and government body;
 - (ii) the legal representatives, successors and assigns of that person; and
 - (iii) where the context permits, the employees, agents, contractors and invitees of that person;
- (g) to a document includes a reference to that document as amended or replaced;
- (h) to a thing includes a part of that thing and includes a right;
- (i) by-law, attachment or annexure, means a by-law, schedule of, or an attachment or annexure to this Management Statement;
- (j) Law includes all Law amending, consolidating or replacing them;
- (k) a document is a reference to a document of any kind including an agreement in writing, a certificate, a notice or an instrument;
- (l) a provision of this Management Statement is not to be construed against a party solely on the ground that the party is responsible for the preparation of this Management Statement or a particular provision;
- (m) to an asset includes all property of any nature including a business, a right, a revenue and a benefit;
- (n) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
- (o) the president of a body or authority means, in the absence of a president the senior officer of the body or authority or any other person fulfilling the duties of the president;
- (p) "\$", "A\$", "Australian dollars" or "dollars" is a reference to the lawful tender of the Commonwealth of Australia; and
- (q) "including" and similar expressions are not words of limitation.

B. Parties bound Jointly and individually

A covenant, representation, warranty or an agreement between more than 1 person binds them jointly and severally;

DP271179

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C. Headings

- (a) Headings and bolding are for guidance only and do not affect the construction of this Management Statement.
- (b) The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Management Statement.

D. Severability

- (a) If the whole or any part of a provision of a by-law is void, unenforceable or illegal:
 - (i) it is severed; and
 - (ii) the remainder of these by-laws have full force and effect.
- (b) This clause has no effect if the severance alters the basic nature of this Management Statement or is contrary to public policy.

E. Community Association Approval

- (a) A person must make an application for approval of the Community Association or the Executive Committee under this Management Statement in writing.
- (b) Subject to an express provision in this Management Statement, the Community Association and the Executive Committee may in their absolute discretion:
 - (i) give approval conditionally or unconditionally; or
 - (ii) withhold their approval.
- (c) Subject to an express provision in this Management Statement or any provision of the Community Titles Legislation, consents by the Community Association under this Management Statement may be given by:
 - (i) the Community Association at a general meeting; or
 - (ii) the Executive Committee at an Executive Committee meeting.

F. Community Association Exercise of Rights

- (a) (a) The Community Association may exercise a right, power or remedy:
 - (i) at its discretion; and
 - (ii) separately or concurrently with another right, power or remedy.
- (b) A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy.
- (c) Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise later.

DP271179

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Part 1 By-Laws Fixing Details of Development

Amendments to by-laws

These by-laws concern the control and preservation of the essence or theme of the Community Scheme and may only be amended or revoked by a unanimous resolution of the Community Association. (See section 17(2) of the Management Act.

By Law 1. Architectural Standards and Landscape Standards

Standards

- 1.1 The Community Association may prescribe and amend Architectural Standards and Landscape Standards for the Community Parcel.
- 1.2 A Subsidiary Body may prescribe Architectural Standards and Landscape Standards for a Subsidiary Scheme.
- 1.3 If a Subsidiary Body prescribes Architectural Standards and Landscape Standards under this by-law:
 - (a) the Subsidiary Body must promptly serve on the Community Association a copy of any Architectural Standards and Landscape Standards prescribed; and
 - (b) thereafter the Community Association is responsible for those Architectural Standards and Landscape Standards.
- 1.4 If Architectural Standards and Landscape Standards are prescribed under this by-law, then the parties bound by this Management Statement are bound by those Architectural Standards and Landscape Standards.

Conflict

- 1.5 If there is a conflict between the Architectural Standards or Landscape Standards as prescribed by a Subsidiary Body and the Architectural Standards or Landscape Standards as prescribed by the Community Association, the Architectural Standards and Landscape Standards of the Community Association prevail.

Application to amend

- 1.6 An Owner or Occupier may request the Community Association to amend for that Lot the Architectural Standards or the Landscape Standards or both.
- 1.7 A Subsidiary Body may request the Community Association to amend the Architectural Standards or Landscape Standards or both.
- 1.8 An application must contain sufficient detail of the proposed amendments to enable the Community Association or the Subsidiary Body or both of them to understand with reasonable certainty the nature and extent of the proposed amendments.

Decision of Community Association

- 1.9 The Community Association must refer an application to amend the Architectural Standards or Landscape Standards or both to a General Meeting for the decision by that General Meeting.
- 1.10 The Community Association may in order to determine an application, request additional information, reports or documents.
- 1.11 By unanimous resolution, the Community Association may amend the Architectural Standards or Landscape Standards or both.

DP271179

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Copy of Standards to be provided

- 1.12 If the Community Association amends the Architectural Standards or Landscape Standards, then the Community Association must, within a reasonable time, deliver a copy of the amendments to:
- (a) each Subsidiary Body; and
 - (b) each owner of a Community Development Lot.
- 1.13 If requested by an Owner or a Subsidiary Body, the Community Association must provide, at the reasonable cost of that Owner or Subsidiary Body, a current copy of the Architectural Standards and Landscape Standards or both.
- 1.14 If requested by an Owner, a Subsidiary Body must provide, at the reasonable cost of that Owner, a current copy of the Architectural Standards and Landscape Standards or both for that Subsidiary Scheme.

By Law 2. Building Works and Alterations

Approvals

- 2.1 A person must not carry out Works on any Lot, Community Property or Subsidiary Body Property unless that person first obtains the written consent of the Executive Committee.
- 2.2 In addition to the approval of the Executive Committee under by-law 2.1, a person must obtain the consent of:
- (a) the relevant Subsidiary Body; and
 - (b) if required the Council or other Government Agency.

Plans and Specifications

- 2.3 Any party seeking approval for the carrying out of any Works must submit plans and specifications for the approval of the Executive Committee.
- 2.4 The Executive Committee may retain the services of an independent consultant with special skills and expertise in:
- (a) architecture;
 - (b) landscaping; or
 - (c) any other relevant discipline
- to advise and assist the Executive Committee in performing its powers under this by-law.

Decision of Executive Committee

- 2.5 In making its decision on whether to consent to an application to carry out Works, the Executive Committee must ensure that the proposed Works:
- (a) are consistent with the essence or theme of the Community Scheme; and
 - (b) comply with the Architectural Standards and Landscape Standards.
- 2.6 To assist the Executive Committee with its decision on any plans and specifications, the Executive Committee may request a person to submit:
- (a) additional plans and specifications;
 - (b) additional information, reports or documents;



DP271179

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- (c) details of changes to be made to the plans and specifications if a Government Agency or Council or both require those changes; and
 - (d) any other relevant information, facts or material.
- 2.7 If the Executive Committee does not make a decision within 3 months after receiving all information required to make a decision, then it has not approved the Works.
- 2.8 If the Executive Committee approves Works, then that approval does not prevent the Executive Committee from disapproving or approving with conditions future Works of the same or similar nature.

Expert Determination

- 2.9 A party must endeavour in good faith to resolve a dispute under this Management Statement before any action is taken under by-law 2.10.
- 2.10 In the event a person disputes that the Executive Committee has properly applied the Architectural Standards and the Landscape Standards in making a determination under this by-law, then the matter can be referred to an expert determinator as appointed by the President of the Australian Institute of Architects.
- 2.11 A decision of the expert determinator appointed under by-law 2.10, is a decision of the Executive Committee and binds all parties.

Conditions of Approval and Bond

- 2.12 The Executive Committee may require an applicant to deposit a bond of a kind and upon conditions acceptable to the Executive Committee to be held on account of any damage that may be caused to Community Property or Subsidiary Body Property as a result of any Works.
- 2.13 Subject to by-law 2.14 any bond lodged under this by-law must be returned to the applicant within 90 days after:
- (a) notification by the applicant of completion of the Works; and
 - (b) request for return of the bond.
- 2.14 The Executive Committee can deduct from the Bond a reasonable amount (if any) for damage to Community Property or Subsidiary Body Property.

Works

- 2.15 Prior to the carrying out of any Works, a party must obtain the necessary approvals in accordance with this by-law.
- 2.16 During the carrying out of any Works, a party must:
- (a) ensure no damage to Service Lines, pipes or services within the Community Scheme;
 - (b) ensure that the Works are carried out in a proper and workmanlike manner;
 - (c) ensure the Works are carried out to the satisfaction of the appropriate Subsidiary Body, the Community Association and, if appropriate, the Council or other Government Agency;
 - (d) repair any damage caused to Community Property or Subsidiary Body Property or both as a result of the Works; and
 - (e) carry out the Works promptly.
- 2.17 No Works will be permitted to be constructed or remain unless approval has been obtained under this by-law and the provisions of this by-law 2 have been complied with.



DP271179

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Developer's Rights

- 2.18 Nothing in this by-law:
- (a) affects the rights of the Developer under by-law 5 to carry out Development Activities, or
 - (b) imposes an obligation on the Developer to obtain consent under by-law 2.1 for the purposes of carrying out Development Activities.

By Law 3. External Fixtures

Appearance

- 3.1 An Owner or Occupier or a Subsidiary Body may only construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property anything which can be seen from outside the Lot, Community Property or Subsidiary Body Property if that Owner or Occupier first obtains the approval of the Executive Committee.
- 3.2 By-law 3.1 only applies if in the reasonable opinion of the Community Association the thing which can be seen from outside the Lot, Community Property or; Subsidiary Body Property:
- (a) is not in keeping with the building on or the landscaped areas of the Lot, Community Property or Subsidiary Body Property; or
 - (b) does not comply with:
 - (1) the Architectural Standards;
 - (2) the Landscape Standards; or
 - (3) both.

Transmitting and Receiving Devices

- 3.3 A Subsidiary Body must not construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property any television, radio or other aerial antenna, dish or tower or any other transmitting or receiving device:
- (a) which is constructed or installed above the Community Property or Subsidiary Body Property; or
 - (b) which can be seen from outside the Community Association or Subsidiary Body Property.

Air-conditioning

- 3.4 An Owner or Occupier, the Community Association or a Subsidiary Body must not install or maintain on or in a Lot, Community Property or Subsidiary Body Property any air-conditioning unit:
- (a) which emits noise which is 5 OBA above the ambient background noise;
 - (b) unless the approval of the Executive Committee has been obtained under By-law 2; and
 - (c) in the case of a Strata Lot, unless:
 - (1) the installation parameters forming part of the Architectural Standards has been complied with; and

DP271179

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- (2) a certification has been provided to the Executive Committee by an electrical consultant certifying that the switchboard for the Lot has capacity to cater for the additional load resulting from that air conditioning unit.

Approval of Executive Committee

- 3.5 Without limiting this by-law, a person must obtain the written consent of the Executive Committee before that person places on a Lot, Community Property or Subsidiary Body Property:
- (a) subject to by-laws 3.6 and 3.7, any signs, placards, banners, notices or advertisements;
 - (b) shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens;
 - (c) television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device;
 - (d) any solar energy collector panels and equipment associated with them;
 - (e) any energy conservation equipment; or
 - (f) a solar hot water system and equipment associated with it
- 3.6 In addition to the approval of the Executive Committee required under by-law 3.5, a person must obtain the consent of:
- (a) the relevant Subsidiary Body; and
 - (b) if required the Council or other Government Agency.
- 3.7 The Developer is permitted to place signs, placards, banners, notices or advertisements within the Community Scheme while the Developer is carrying out Development Activities.
- 3.8 In addition to the consent of the Executive Committee, while the Developer is carrying out Development Activities, a person must obtain the written consent of the Developer before that person places any signs, placards, banners, notices or advertisements.
- 3.9 The Developer is not required to obtain consent under by-law 3 for the purposes of carrying out Development Activities.

By Law 4. Maintenance

- 4.1 An Owner or Occupier must keep that Owner's or Occupier's Lot clean and tidy and in good repair and condition.

Exterior Maintenance

- 4.2 An Owner or Occupier (and in the case of a Strata Lot, the Owners Corporation) must carry out all maintenance and repairs to the exterior of the building on the Lot:
- (a) in a proper and workmanlike manner;
 - (b) promptly;
 - (c) to the reasonable satisfaction of the Community Association; and
 - (d) in compliance with the Architectural Standards and the Landscape Standards.

DP271179

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Community Association to give notice

- 4.3 The Community Association may give a notice to an Owner or Occupier or an Owners Corporation requiring that Owner or Occupier or Owners Corporation to comply with the terms of this by-law.
- 4.4 If an Owner or Occupier or an Owners Corporation does not comply with this by-law, then the Community Association may exercise its rights under by-law 25.2.

Maintenance of Subsidiary Body Property

- 4.5 Each Subsidiary Body must maintain its respective Subsidiary Body Property:
- (a) in a proper and workmanlike manner;
 - (b) regularly;
 - (c) to the reasonable satisfaction of the Community Association; and
 - (d) in compliance with the Architectural Standards and the Landscape Standards.



DP271179

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Part 2 Restricted Community Property

Amendment to by-laws

These by-laws may not be amended during the Initial Period and may only be amended after the expiry of the Initial Period by special resolution and with the written consent of each person entitled by the by-law to use the restricted Community Property. (See section 54 of the Management Act.)

By Law 5. Developer's Rights over Community Property

Restricted Use Rights

- 5.1 To enable the Developer to carry out Development Activities, the Developer, so long as it is the registered proprietor of a Community Development Lot has restricted use rights over the Community Property and Service Lines on the terms of this by-law 5.
- 5.2 By-law 5.1 does not apply to the Community Facilities that have been constructed at the time of registration of the Community Plan.

End of Restricted Use Rights

- 5.3 Restricted use of the whole or a particular part of the Community Property and the Service Lines ceases when the Developer serves a notice on the Community Association informing the Community Association that Development Activities for the Community Property or a particular part of the Community Property have been completed.
- 5.4 Despite by-law 5.3, restricted use of the whole or a particular part of the Community Property ceases when the Developer is no longer the registered proprietor of any Community Development Lot.

Developer's Rights

- 5.5 The Developer has all rights necessary to enable the Developer to carry out the Development Activities including the right to:
- (a) unrestricted access by any means and at all times over Community Property;
 - (b) the use of any part of the Community Parcel to exercise rights under this by-law;
 - (c) place on or attach to Community Property temporary offices, sheds, depots, , building materials, cranes and other equipment;
 - (d) install, connect or alter services on or within Community Property,
 - (e) lock or secure part of the Community Property, provided the Developer gives the secretary of the Community Association a key for the locked or secured area;
 - (f) attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Parcel;
 - (g) conduct sales and marketing activities (including auctions) on the Community Parcel;
 - (h) park motor vehicles and equipment on Community Property;
 - (i) build and use a display centre on the Community Property;
 - (j) hold events or functions on the Community Parcel in connection with the selling and leasing of Lots in the Community Parcel;
 - (k) exercise the rights under this by-law at any time; and
 - (l) do any other works or activities or lodge for registration any plans to enable or to complete any part of the Development.



DP271179

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Developer's Obligations

- 5.6 The Developer must:
- (a) repair any damage occurring as a result of Development Activities to the Community Parcel as soon as practicable after that damage occurs;
 - (b) keep interference with the use by Owners and Occupiers to a minimum so far as is consistent with the Development Activities;
 - (c) maintain any Community Property that the Developer has been given the, exclusive right to use; and
 - (d) on completion of each part of the Development Activities, leave the relevant Community Parcel areas in a clean and tidy condition.

Development Activities

- 5.7 An Owner or Occupier acknowledges that, as a result of the Developer's rights to carry out the Development Activities set out in this by-law 5, an Owner or Occupier will be subjected to noise and dust resulting from the Development Activities.

Levies

- 5.8 There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 5.

By Law 6. Repealed

By Law 7. Recreational and Other Facilities

- 7.1 If a Community Development Lot is to be subdivided by a Subsidiary Plan, the Owner of that Community Development Lot may arrange for the Subsidiary Body created on registration of that Subsidiary Plan to grant restricted use of any Recreational and Other Facilities to the Community Association.
- 7.2 The restricted use referred to in this by-law is a special privilege for the Community Association to control, manage, operate, maintain and replace the Recreational and Other Facilities.
- 7.3 The Community Association accepts all grants of restricted use of any Recreational and Other Facilities.
- 7.4 The use of any Recreational and Other Facilities may be restricted to the Owners of Subsidiary Schemes. This by-law does not apply to agreements entered into with Pulse Club for the purposes of by-law 7.6 and by-law 28.
- 7.5 If any Recreational and Other Facilities are restricted to the Owners of certain Subsidiary Schemes, the Subsidiary Bodies of those Subsidiary Schemes may grant the restricted use by by-law or agreement. The by-law or agreement must state that:
- (a) the Community Association is responsible for the control, management, operation, maintenance and replacement of the Recreational and Other Facilities; and
 - (b) those Subsidiary Bodies must reimburse the Community Association for the cost of the respective Recreational and Other Facilities in proportion to their respective unit entitlement as stated on the Community Plan.
- 7.6 The Community Association may enter into agreements with third parties about the control, management, maintenance and replacement of the Recreational and Other Facilities.

DP271179

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Part 3 Mandatory Matters

Amendment to by-laws

These by-laws may only be amended or revoked by a special resolution of the Community Association (See section 14(S)(C) of the Management Ac.

By Law 8. Community Property

- 8.1 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Property.
- 8.2 An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to Community Property:
- (a) leaves anything on Community Property;
 - (b) obstructs the use of Community Property;
 - (c) uses any part of Community Property for the Owner's or Occupier's own purposes;
 - (d) erects on Community Property any structure;
 - (e) attaches to Community Property any item;
 - (f) does or permits anything which might damage Community Property; or
 - (g) alters Community Property.
- 8.3 An Owner or Occupier must:
- (a) give notice to the Community Association of any damage to or defect in the Community Property immediately after an Owner or Occupier becomes aware of any such damage or defect,
 - (b) use anything on the Community Parcel only for the purpose for which it was constructed or provided; and
 - (c) only use or enjoy the Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Owner or Occupier or a Permitted Person.
- 8.4 This by-law is subject to the rights of the Developer under by-law 5.

By Law 9. Community Facilities

- 9.1 The terms of this by-law start when the restricted use rights granted by by-law 5, end under by-law 5.
- 9.2 The Community Facilities are available for use by Owners and Occupiers and Permitted Persons.
- 9.3 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Facilities.

By Law 10. Internal Fencing

Restrictions on Construction

- 10.1 An Owner or Occupier (in the case of a Strata Lot, the Owners Corporation) is not permitted to:
- (a) erect a fence on the front street alignment or between the front street boundary and the building line as fixed by a Government Agency;

DP271179

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- (b) replace any fence on a Lot or Subsidiary Body Property, unless:
 - (1) the materials are of the same standard and quality as the fence constructed at the time of registration of the relevant plan; and
 - (2) the replacement fence is constructed in the same location as the original fence constructed at the time of registration of the relevant plan; or
- (c) construct any new fence on a Lot or Subsidiary Body Property without the approval of the Executive Committee.

10.2 In addition to the approval of the Executive Committee required under by-law 10.1(c), a person must obtain the consent of:

- (a) the relevant Subsidiary Body; and
- (b) if required the Council or other Government Agency.

External & Internal

10.3 The Dividing Fences Act 1991 applies to any external and internal boundary fences erected within the Community Scheme.

Architectural and Landscape Standards

10.4 A fence erected within the Community Scheme must comply with the Architectural Standards and the Landscape Standards.

Community Property and Subsidiary Body Property Fencing

10.5 The Community Association is responsible for the maintenance and replacement of fencing of Community Property.

10.6 A Subsidiary Body is responsible for the maintenance and replacement of common fences between Community Property and Subsidiary Body Property.

10.7 By-law 10.4 does not apply if a person using Common Property damages the fencing.

By Law 11. Garbage

11.1 Each Owner and Occupier must secure and store that person's container for garbage and recyclable materials so that it:

- (a) is hidden from view from outside the Lot; and
- (b) does not emit odours.

11.2 Each Owner and Occupier may place that person's container, on the Council nominated collection days, at the front of the Community Property or in other locations nominated by the Council or the Community Association.

11.3 A person must ensure that a container is placed in view only for the minimum time that will permit collection.

11.4 An Owner or Occupier must comply with any rules or by-laws about garbage collection and the recycling of garbage made by:

- (a) a Government Agency;
- (b) the Community Association;
- (c) a Subsidiary Body; or

DP271179

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- (d) this Management Statement.

By Law 12. Services and Open Access Ways

Provision of Services

12.1 The following Services may be provided:

- (a) private sewer;
- (b) private water;
- (c) gas mains;
- (d) private gas;
- (e) telecommunication lines;
- (f) private telecommunication networks;
- (g) cable and satellite television;
- (h) private stormwater;
- (i) private security lines and structures;
- (j) electricity lines;
- (k) other pipe networks; and
- (l) electrical services or embedded electrical networks.

Maintenance of Services

- 12.2 The Service Providers must maintain and repair the Service Lines under any statutory rights of the Service Provider.
- 12.3 The Community Association must maintain and repair the Service Lines set out in by-law 12.1.

Statutory Easements

- 12.4 No easements are intended to be created under section 36 of the *Community Land Development Act 1989* on the date of this Management Statement.
- 12.5 On installation of a Service Line, a statutory easement will be created over parts of the Community Property for the provision of Services through Service Lines.

Registering a Service Plan

- 12.6 If the Community Association chooses to prepare and register a services plan showing the Service Lines as installed, then:
- (a) all members of the Community Association and any Subsidiary Body must consent to the registration of any such services plan; and
 - (b) the Community Association must make available all necessary documents, including the certificate of title for the Community Property, to enable registration of the services plan.

DP271179

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Open Access Way

- 12.7 The area shown as part lot 1 Amalfi Drive on the annexed plan of open accessway is an open access way available for use as a road and footpath by any member of the public in accordance with the easement granted by the Community Association.
- 12.8 The Community Association is responsible for the control, management and operation, maintenance and replacement of that open access way.
- 12.9 An Owner, Occupier or Permitted Person must:
- (a) comply with all directions of the Community Association in relation to the open access way; and
 - (b) not do or permit to do anything that results or may result in damage or destruction to any part of the open access way.

By Law 13. Insurance

- 13.1 The Community Association must take out insurance required under the Management Act including the following policies:
- (a) to cover any building or structure on the Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk;
 - (b) under the Workers Compensation Act 1987;
 - (c) to cover damage to the Community Property and for death and bodily injury for which the Community Association could become liable in damages;
 - (d) against damages for which the Community Association could become liable because of work done by a voluntary worker;
 - (e) to cover accidental injury to, or accidental death of, a voluntary worker; and
 - (f) against the possibility of the members of the Community Association becoming jointly liable under a claim arising out of any other event against which the Community Association decides by special resolution to insure.
- 13.2 The Community Association must review, on an annual basis:
- (a) all of its insurance; and
 - (b) the need for new or additional insurances.
- 13.3 Notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.
- 13.4 If there is an increase in risk or a new risk to the Community Property then the Community Association must immediately:
- (a) effect new insurances; or
 - (b) vary or extend existing insurances.
- 13.5 An Owner or Occupier must obtain the written approval of the Community Association before it does anything that might:
- (a) void or prejudice the Community Association's insurance; or
 - (b) increase any insurance premium which the Community Association pays.



DP271179

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By Law 14. Executive Committee

Constitution

- 14.1 The Executive Committee must be established under the Management Act.
- 14.2 The officers of the Executive Committee are the secretary, treasurer and chairperson.

Functions of the Secretary

- 14.3 The functions of the secretary of the Executive Committee include:
- (a) convening meetings of the Community Association and the Executive Committee;
 - (b) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
 - (c) giving a notice on behalf of the Community Association and the Executive Committee required to be given under the Management Act;
 - (d) maintaining the Community Association roll;
 - (e) supplying certificates setting out details of insurances, contributions and other matters under clause 2 of schedule 4 to the Management Act;
 - (f) answering communications addressed to the Community Association or the Executive Committee;
 - (g) performing administrative or secretarial functions on behalf of the Community Association and the Executive Committee; and
 - (h) keeping records under part 3 of schedule 1 to the Management Act.

Functions of the Treasurer

- 14.4 The functions of the treasurer of the Executive Committee include:
- (a) notifying members of the Community Association of contributions levied under the Management Act and collecting those contributions;
 - (b) receiving, acknowledging, banking and accounting for any money paid to the Community Association under this Management Statement or the Community Titles Legislation;
 - (c) preparing certificates providing details of contributions, insurances and other matters under clause 2 of schedule 4 to the Management Act;
 - (d) keeping prescribed accounting records as required under clause 10 of schedule 1 to the Management Act; and
 - (e) preparing financial statements as required under clause 11 of schedule 1 to the Management Act.

Function of the Chairperson

- 14.5 The function of the chairperson is to preside at Community Association meetings and Executive Committee meetings at which the chairperson is present.

DP271179

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Sub-Committees

14.6 The Executive Committee may appoint 1 or more sub-committees comprising 1 or more of its members to:

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

No Remuneration

14.7 A member of the Executive Committee is:

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

Protection of Executive Committee members from liability

14.8 A member of the Executive Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Executive Committee.

14.9 By-law 14.8 does not apply if a member is fraudulent or negligent.

By Law 15. Meetings

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

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

Right of Owner to Attend Meetings

15.2 An Owner or, if the Owner is a corporation, the company nominee, may attend a meeting of the Executive Committee.

15.3 That person may address the meeting only if the Executive Committee passes a resolution authorising the person to do so.

Meeting at Request of Members

15.4 At the request of not less than 1/3 of the members of the Executive Committee, the secretary must convene a meeting.

15.5 Subject to by-law 15.4, the secretary must convene the meeting within the period of time specified in the request.

15.6 The members must give the secretary more than 7 days to convene the meeting.

15.7 If no time is specified in the request, then the secretary must convene the meeting within 14 days of receiving the request.



DP271179

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15.8 If the secretary is absent, a member of the Executive Committee must convene the meeting.

Out of Meeting Determinations

15.9 Subject to section 38(3) of the Management Act, a resolution is valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held if:

- (a) the person convening the meeting has observed this Management Statement and the Management Act;
- (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (c) the resolution has been approved in writing by a majority of members of the Executive Committee.

Notices and Minutes of Meetings

15.10 Before each Executive Committee meeting, the Executive Committee must prepare an agenda for the meeting. This agenda must list the business that the Executive Committee will deal with at the Executive Committee meeting.

15.11 At least 72 hours before a meeting of the Executive Committee, the Executive Committee must:

- (a) notify members of the Community Association of the meeting including details of the meeting; and
- (b) provide each member of the Community Association with a copy of the agenda for the meeting.

15.12 If the Community Association has placed a notice board on Community Property, then the Executive Committee will have complied with by-law 15.10 if it ensures that the agenda and notice of the meeting are placed on the notice board at least 72 hours before the meeting.

15.13 The agenda must list the business that the Executive Committee will deal with at the meeting.

15.14 The secretary must ensure that:

- (a) minutes of the Executive Committee are sent to each member of the Community Association within 7 days of the meeting; and
- (b) that the following are properly kept:
 - (1) agendas and minutes of meetings of the Executive Committee;
 - (2) records of decisions of the Executive Committee; and
 - (3) records of notices.

15.15 If the secretary is absent, then the chair must ensure that the Executive Committee complies with by-law 15.13.

By Law 16. Amounts Payable

16.1 An Owner must pay:

- (a) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and

DP271179

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- (b) on demand any costs, charges and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or presentation of any rights under this Management Statement in relation to the Owner or Occupier.
- 16.2 If a contribution or amount payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable under section 20(11) of the Management Act.
- 16.3 Nothing in this by-law prevents the Community Association from recovering any amount exceeding interest calculated under this by-law as a consequence of any amount not being paid when due.
- 16.4 A certificate signed by the Community Association, its Managing Agent or the secretary of the Executive Committee about a matter or a sum payable to the Community Association is prima facie evidence of:
 - (a) the amount; or
 - (b) any other fact stated in it.



DP271179

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Part 4 Optional Matters

Amendment to by-laws

These by-laws may only be amended or revoked by a special resolution of the community association (see section 14(3)(C) of the Management Act).

By Law 17. Behaviour of owners, Occupiers and Permitted Persons

Noise

- 17.1 An Owner or Occupier must not create any noise on a Lot, Community Property or Subsidiary Body Property which might interfere with the peaceful enjoyment of another Owner or Occupier or Permitted Person.
- 17.2 An Owner or Occupier must not:
- (a) obstruct lawful use of Community Property or Subsidiary Body Property; or
 - (b) use language or behave in a manner likely to cause offence or embarrassment to a proprietor or occupier of another Lot or Permitted Person.

Children

- 17.3 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier:
- (a) plays only on Community Property or Subsidiary Body Property which is an open space area that is not dangerous or hazardous to children; and
 - (b) only remains in or on Community Property or Subsidiary Property Body comprising any area of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Persons

- 17.4 An Owner or Occupier must ensure that a Permitted Persons does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other Permitted Person.

By Law 18. Subsidiary Body Property

- 18.1 An Owner or Occupier may only do the following to Subsidiary Body Property if that Owner or Occupier first obtains the written approval of the Community Association or Subsidiary Body:
- (a) leave anything on Subsidiary Body Property;
 - (b) obstruct the use of Subsidiary Body Property;
 - (c) use any part of Subsidiary Body Property for the Owner's or Occupier's own purposes;
 - (d) erect any structure on Subsidiary Body Property;
 - (e) attach any item to Subsidiary Body Property;
 - (f) do or permit anything to be done to Subsidiary Body Property which might cause damage; or
 - (g) alter Subsidiary Body Property.



DP271179

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18.2 An Owner or Occupier must:

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

By Law 19. Washing

19.1 An Owner or Occupier must not hang any washing, bedding or other articles of a similar nature:

- (a) on the outside of a building on a Lot or the outside of a building containing a Lot;
- (b) in any area visible from any Community Property or Subsidiary Body Property, road, footpath, parks and the like about the Community Scheme; and
- (c) subject to by-law 19.2, on any part of the Community Parcel or Subsidiary Body Property.

19.2 An Owner or Occupier may hang washing on:

- (a) a part of the Community Parcel the Community Association designates; and
- (b) a part of the Subsidiary Body Property which the Subsidiary Body designates.

By Law 20. Storage of Flammable Liquids

20.1 Subject to by-law 20.2, an Owner or Occupier may only store on the Lot or any other part of the Community Parcel any flammable chemical, gas or other material if that Owner or Occupier first obtains the written approval of the Community Association.

20.2 By-law 20.1 does not apply to chemicals, liquids, gases or other material used or intended to be used:

- (a) for domestic purposes; or
- (b) in the fuel tank of a motor vehicle or internal combustion engine.

By Law 21. Keeping of Animals

21.1 An Owner or Occupier of a Strata Lot must obtain the written approval of the Community Association before it keeps any animal or brings any animal onto any Lot or Community Property or Subsidiary Body Property.

Rules

21.2 If an Owner or Occupier is permitted under this Management Statement to keep an animal, then the Owner or Occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
- (b) must ensure that, when on any other part of the Community Parcel, the animal is accompanied by the Owner or Occupier;



DP271179

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- (c) must, when on any other part of the Community Parcel, keep the animal appropriately tethered and under control;
- (d) is liable to the Owners and Occupiers of other Lots and each other person lawfully on the Community 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
 - (3) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Community Parcel.

21.3 This by-law:

- (a) applies to any Permitted Person or visitor to the Community Parcel;
- (b) does not prevent the keeping of a dog used as a guide or hearing dog; and
- (c) does not allow an Excluded Dog to be kept or brought onto any Lot or Community Property or Subsidiary Body Property.

By Law 22. Parking

Restrictions

- 22.1 Subject to by-law 22.2, an Owner or Occupier must not park a Vehicle on the Community Parcel.
- 22.2 An Owner or Occupier may park a vehicle:
 - (a) in a garage or driveway on that Owner or Occupier's Lot; or
 - (b) in an area on the Community Parcel designated by the Community Association as being an area where a vehicle may be parked; or
 - (c) in an area on Subsidiary Body Property designated by the Subsidiary Body as being an area where a vehicle may be parked.

Repairs

- 22.3 No repairs to any vehicles must be undertaken on the Community Property.
- 22.4 No Vehicles with a gross weight in excess of 3 tonnes are permitted to stand on:
 - (a) the driveways of any Lot; or
 - (b) any part of the Community Parcel.

By Law 23. Security Keys

- 23.1 Subject to by-law 23.2, the Community Association may restrict access to the Community Property by means of Security Keys.
- 23.2 The Community Association may make Security Keys available to:
 - (a) Owners and Occupiers; and
 - (b) persons authorised by the Community Association.
- 23.3 A Security Key is available at the cost of the Owner or Occupier or person authorised by the Community Association who obtains that Security Key.



DP271179

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- 23.4 A person to whom a Security Key is made available must:
- (a) pay a deposit to the Community Association;
 - (b) not duplicate or copy the Security Key;
 - (c) immediately notify the Community Association if the Security Key is lost, stolen or misplaced;
 - (d) when requested by the Community Association, immediately return the Security Key to the Community Association; and
 - (e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.
- 23.5 A person forfeits a deposit if the person misplaces or loses, including by theft, a Security Key.

By Law 24. Private Services

- 24.1 The Community Association may, on its own behalf or on behalf of a Subsidiary Body:
- (a) provide private services to a Subsidiary Body or the Owner or Occupier;
 - (b) arrange for the installation and maintenance of proposed service lines for the provision of private services; and
 - (c) contract with any person to monitor or provide, in part or in whole, private services.
- 24.2 An Owner or Occupier must not do anything which interferes, obstructs access to, overloads or damages private services.
- 24.3 An Owner or Occupier must immediately notify the Community Association of any damage to or the defective operation of any private service.
- 24.4 Subject to section 60 of the Management Act, the Community Association and a person authorised by the Community Association may enter a Lot at all reasonable times to maintain, repair, alter, add to or increase the capacity of or renew private Services.

By Law 25. Community Association's Rights and Obligations

Contracts

- 25.1 The Community Association may, on its own behalf or on behalf of each Subsidiary Body, contract with persons (including but not limited to the Pulse Club) to provide:
- (a) management, operational, maintenance and other services for Community Property or Subsidiary Body Property;
 - (b) services or amenities to the Owners or Occupiers;
 - (c) services or amenities to Community Property, Subsidiary Body Property; and
 - (d) Security Services.

Remedy

- 25.2 The Community Association may do anything on a Lot which should have been done by an Owner or Occupier under this Management Statement but which has not been done or has not been done properly.
- 25.3 If by-law 25.2 applies, the Community Association is entitled to:
- (a) enter and remain on the Lot for as long as it is necessary; and

DP271179

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- (b) recover any costs associated with carrying out works under this Management Statement from the Owner of the Lot.

Trading Activities

- 25.4 The Community Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity.
- 25.5 If the Community Association carries on business or trading activity, then the Community Association:
 - (a) must pay into the sinking fund of the Community Association income derived by the Community Association from its business or trading activities;
 - (b) must estimate how much money the Community Association will need to credit to the sinking fund of the Community Association;
 - (c) must levy each member for a contribution to meet expenses associated with carrying on a business or trading activities; and
 - (d) may distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with clause 17 of schedule 1 to the Management Act.
- 25.6 If the Community Association suffers a net loss from carrying on its business or trading activities, then the Community Association must impose a levy on each member for a contribution to the sinking fund in order to meet the amount of the net loss.

Not Liable for Damage

- 25.7 The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause.
- 25.8 By-law 25.7 does not apply if, the damage loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

Communications with Community Association

- 25.9 A person must forward complaints, notices or applications to or requests for consideration of matters by the Community Association in writing:
 - (a) to the Managing Agent of the Community Association; or
 - (b) if there is no managing agent, to the secretary of the Executive Committee.

By Law 26. Obligations of Owners and Occupiers

Compliance with Requirements, Orders and Notices

- 26.1 An Owner or Occupier must comply on time with:
 - (a) each requirement and orders of each statutory authority and Government Agency;
 - (b) each law for the Lot and the use or occupation of the Lot; and
 - (c) the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant statutory authority or Government Agency.



DP271179

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Contractors

- 26.2 An Owner or Occupier may only directly or indirectly instruct agents, employees or contractors of the Community Association if the Community Association authorises the Owner or Occupier to do so.

Use

- 26.3 An Owner or Occupier must not do any of the following on either that Owner's or Occupier's Lot or on the Community Parcel:
- (a) engage in indecent conduct or any entertainment of a demoralising character;
 - (b) engage in any illegal conduct or activity; or
 - (c) do anything that might damage the good reputation of the Community Scheme.
- 26.4 An Owner or Occupier must not, except with the approval of the Community Association:
- (a) roller blade;
 - (b) skateboard; or
 - (c) play basketball or any organised sport games on Community Property or Subsidiary Body Property.
- 26.5 No party, including an Owner or Occupier, may conduct a Real Estate Agency from the Community Parcel.
- 26.6 By-law 26.5 does not apply to any real estate agent whom the Developer engages.
- 26.7 No party, including an Owner or Occupier, can place signs on any part of the Community Parcel advertising a Lot for lease or sale except the Developer under by-law 3.6.

Permitted Persons

- 26.8 An Owner or Occupier must take all reasonable steps to ensure that a Permitted Person complies with this Management Statement.
- 26.9 If An Owner or Occupier cannot comply with by-law 26.8, then that person must:
- (a) withdraw the consent of the person to be on the Community Parcel; and
 - (b) request that person to leave the Community Parcel.
- 26.10 if this Management Statement prohibits an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.

Lessees/Licensees

- 26.11 An Owner whose Lot is the subject of a lease or licence agreement must:
- (a) provide the lessee or licensee with a copy of this Management Statement; and
 - (b) take all reasonable steps, including any action available under the lease or licence agreement, to ensure that the lessee or licensee of the Lot and any person on the Community Parcel, with the consent express or implied of the lessee or licensee, complies with this Management Statement and any Rules.
- 26.12 Anything which an Owner or Occupier is required to do under this Management Statement must be done at the cost of the Owner or Occupier.



DP271179

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By Law 27. Rules

- 27.1 The Community Association may make, and at any time add to, Rules for the control, management, operation, use and enjoyment of the Community Parcel and the Community Property.
- 27.2 The Rules must be consistent with:
- (a) the Management Act;
 - (b) the Development Act;
 - (c) this Management Statement; or
 - (d) the terms of the Development Consent.
- 27.3 The Rules bind an Owner, Occupier, mortgagee in possession of a Lessee of a Lot, Permitted Person and each Subsidiary Body.

By Law 28. The Pulse Club and the Pulse Club Complex

- 28.1 The Community Association notes that the objectives of the Pulse Club are to (amongst other things set out in the Pulse Club Constitution):
- (a) ensure that the Pulse Complex is maintained to the highest reasonable standard;
 - (b) operate, manage and improve the Pulse Complex and provide associated recreational facilities and services to and for the benefit of all persons owning or occupying built commercial and residential lots within the Community Association, the Waterfront community association DP No. 270320 and Harbourside community association DP No. 270113;
 - (b) apportion the costs associated with the running of the Pulse Complex on a user pays principle.
- 28.2 The Community Association:
- (a) notes that, under by-law 25.1 it may contract with other persons (such as the Pulse Club) to provide services or amenities to the Owners or Occupiers;
 - (b) notes that, having regard to the objectives of the Pulse Club, it is in the best interests of its members that the Community Association be a member of the Pulse Club in order to acquire ownership and management rights in the Pulse Club;
 - (c) is and has always been authorised to be a member of the Pulse Club, as agent on behalf of the proprietor of each development lot (or, if that lot is strata subdivided, on behalf of the owners corporation occupying that lot);
 - (d) having regard to its authority under paragraph (c), confirms its membership of the Pulse Club;
 - (e) pursuant to paragraph (c), notes that the Pulse Club, pursuant to the Pulse Club Constitution, charges membership fees to its members on a user pays principle and confirms on behalf of each development lot (or, if that lot is strata subdivided, on behalf of the owners corporation occupying that lot) that it is fair and reasonable for Pulse Club to apply the user pays principle in apportioning its costs of maintaining and operating the Pulse Complex amongst each development lot in the manner described in by-laws 28.3, 28.4 and 28.5.



DP271179

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- 28.3 For abundant clarity, the Community Association records that the apportionment of costs as at the date of this by-law is determined as follows, namely:

Community Association

Nil.

Waterfront Community Association

Valencia - 173 /1,733	Torino - 54 /1,733
Sorrento - 120 /1,733	Paros - 131 /1,733
Capri - 87 /1,733	Napoli - 76 /1,733
Mykonos - 79 /1,733	Bellagio - 141 /1,733
Positano - 72 /1,733	Palermo - 245 /1,733
Monaco - 24 /1,733	Corfu - 54 /1,733
Monte Carlo - 5 /1,733	lot 21 DP 270320 - 20 /1,733
Portofino - 33 /1,733	Santorini - 33 /1,733

Harbourside community association

Bellagio - 141/1,733

Palermo - 245/1,733

and notes that, for administrative convenience, the Community Association (or, if the Community Association so requests, Pulse Club) may issue separate invoices to the proprietor of each development lot (or if that lot is strata subdivided, to the owners corporation occupying that lot) to require payment of that lot's contribution to the costs of maintaining and operating the Pulse Complex as required to pay the relevant Community Association's membership fees under the Pulse Club Constitution.

- 28.4 The above apportionment is based on the number of residential and commercial apartments within each of the buildings referred to above ("strata lots" as defined in by-law 28.5 below) (e.g. Capri has 87 strata lots divided by the aggregate of all member strata lots (as at 28 August 2018, 1,733 in total)). This reasonably ensures that the costs are fairly distributed amongst lot occupants on a user pays principle.
- 28.5 These proportions will change on each occasion that there is a change in numbers of strata lots created (or deemed created) within the Community Association and the Harbourside community association and Waterfront community association, with allocated proportions determined in accordance with the formula E / T , where:

E = the number of strata lots within a Pulse Club member's community association

T = the total number of strata lots within the Community Association and the Harbourside community association and Waterfront and community association.

(Note that, for the purpose of this calculation, "strata lot" means a lot created by strata subdivision within any member's estate and, if a building is completed and is in the opinion of the responsible person capable of strata subdivision, includes a lot that is in the opinion of the



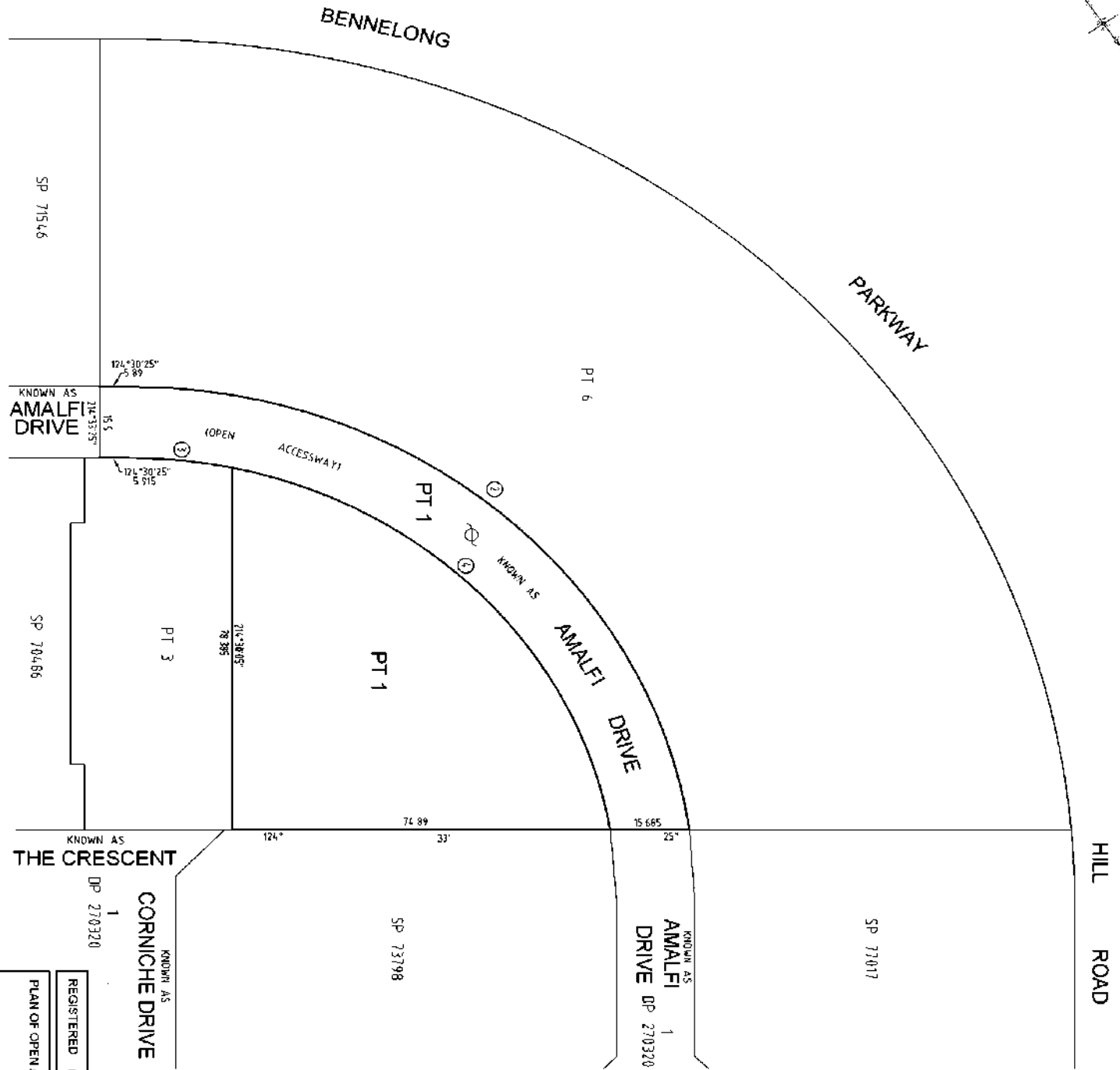
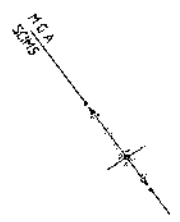
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responsible person capable of being created as a lot by strata subdivision and therefore "deemed created", but excludes any car park lot, storage lot or utility lot.) To avoid doubt, strata lot also includes each commercial unit in lot 21 DP 270320) but does not include any utility lot (such as a car space or storage space) within the Community Association.



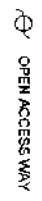
BASEMENT LEVEL 1 & BELOW



SCHEDULE OF CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC	RADIUS
2	34.5°25'10"	14.675	80.035	111.915
3	150°31'55"	20.415	80.455	96.475
4	350°44'55"	108.455	119.195	96.475

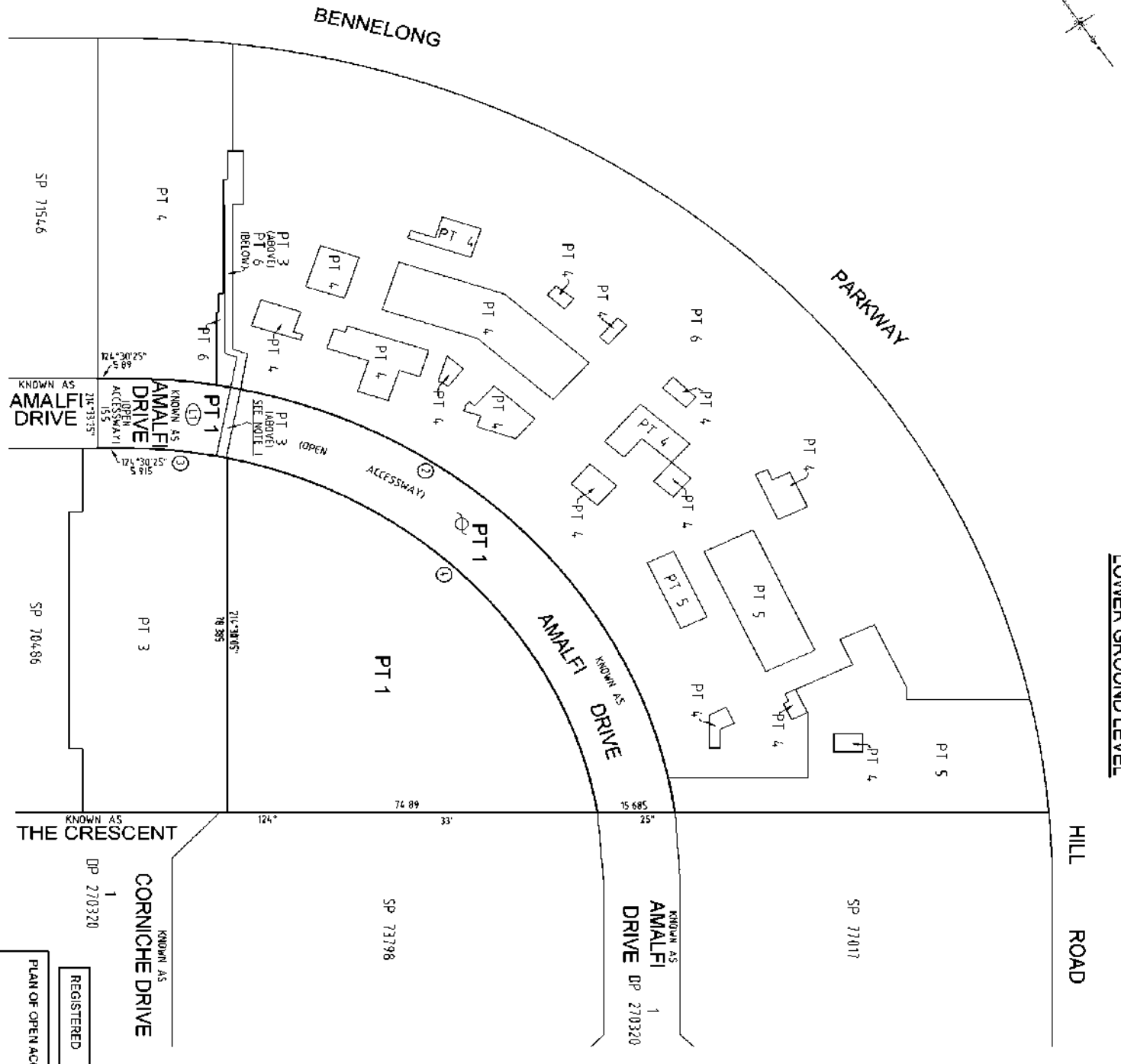
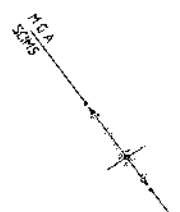
THIS PLAN ILLUSTRATES OPEN ACCESS WAY WHICH IS
 COMMUNITY PROPERTY AND IS NOT PUBLIC ROAD WITHIN
 THE MEANING OF THE ROADS ACT 1988



REGISTERED 11.10.2018

PLAN OF OPEN ACCESSWAY

DP271179



LOWER GROUND LEVEL

HILL ROAD

NOTE 1.
 OPEN ACCESSWAY IS EXCLUSIVE OF THE PART LIMITED IN STRAIGHTEN TO DEPTH RL 2.8 AND HEIGHT RL 4.0 WHICH IS PART LOT 3

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC	RADIUS
2	34.5°25'10"	14.675	160.035	111.915
3	150°31'55"	20.415	20.455	96.475
4	350°44'55"	109.455	119.195	96.475

OPEN ACCESS WAY

THIS PLAN ILLUSTRATES OPEN ACCESS WAY WHICH IS COMMUNITY PROPERTY AND IS NOT PUBLIC ROAD WITHIN THE MEANING OF THE ROADS ACT 1989

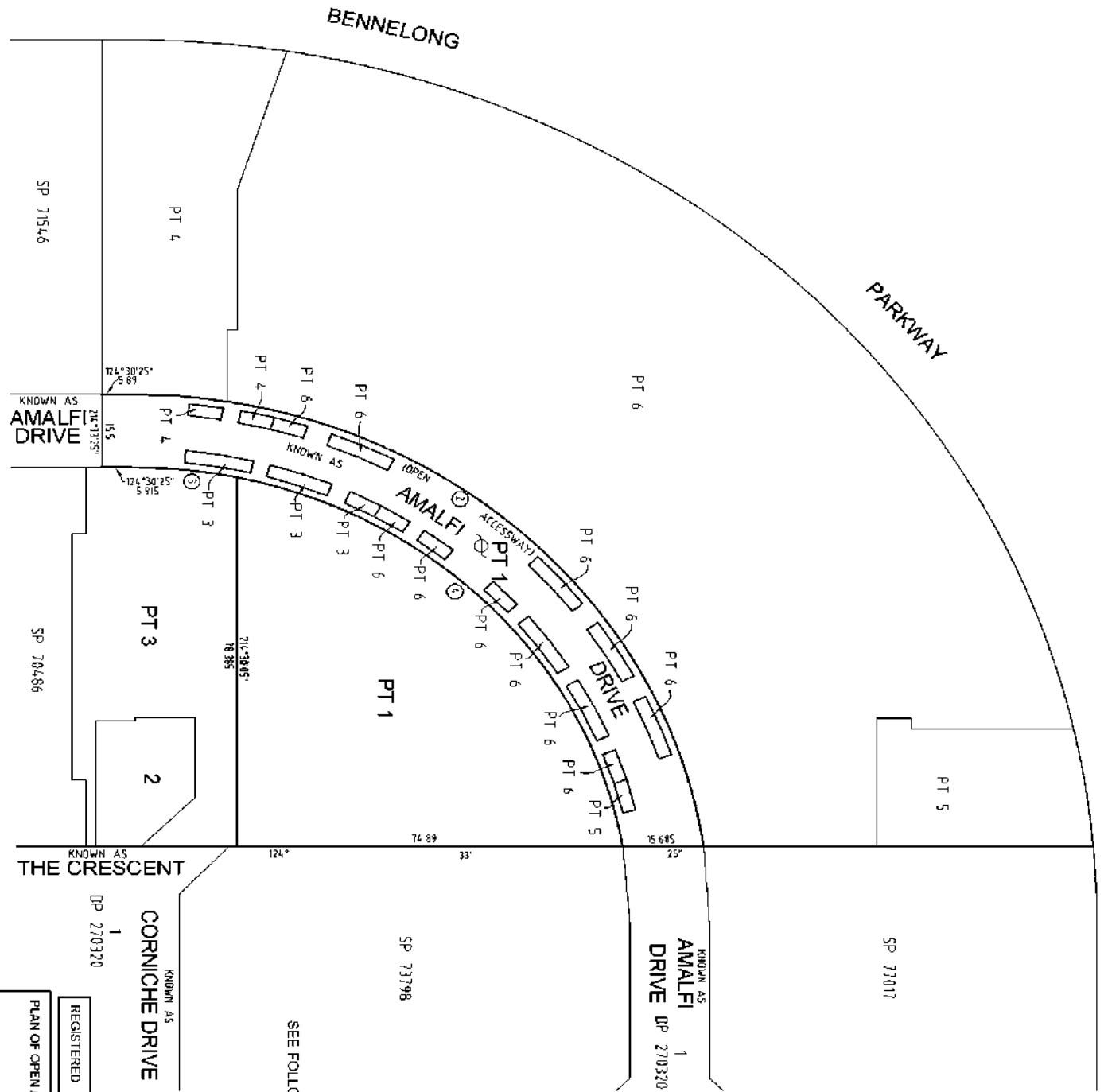
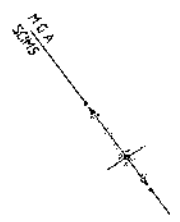
REGISTERED 11.10.2018

PLAN OF OPEN ACCESSWAY

DP271179

GROUND LEVEL

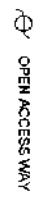
HILL ROAD



SCHEDULE OF CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC	RADIUS
2	34.5°25'10"	14.25	80.035	111.315
3	150°31'55"	20.415	80.455	96.425
4	350°44'55"	108.655	115.195	96.425

SEE FOLLOWING SHEET FOR DETAILED BOUNDARY DIMENSIONS



THIS PLAN ILLUSTRATES OPEN ACCESS WAY WHICH IS COMMUNITY PROPERTY AND IS NOT PUBLIC ROAD WITHIN THE MEANING OF THE ROADS ACT 1988

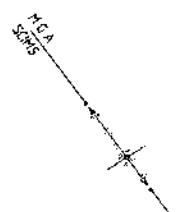
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DP 270320

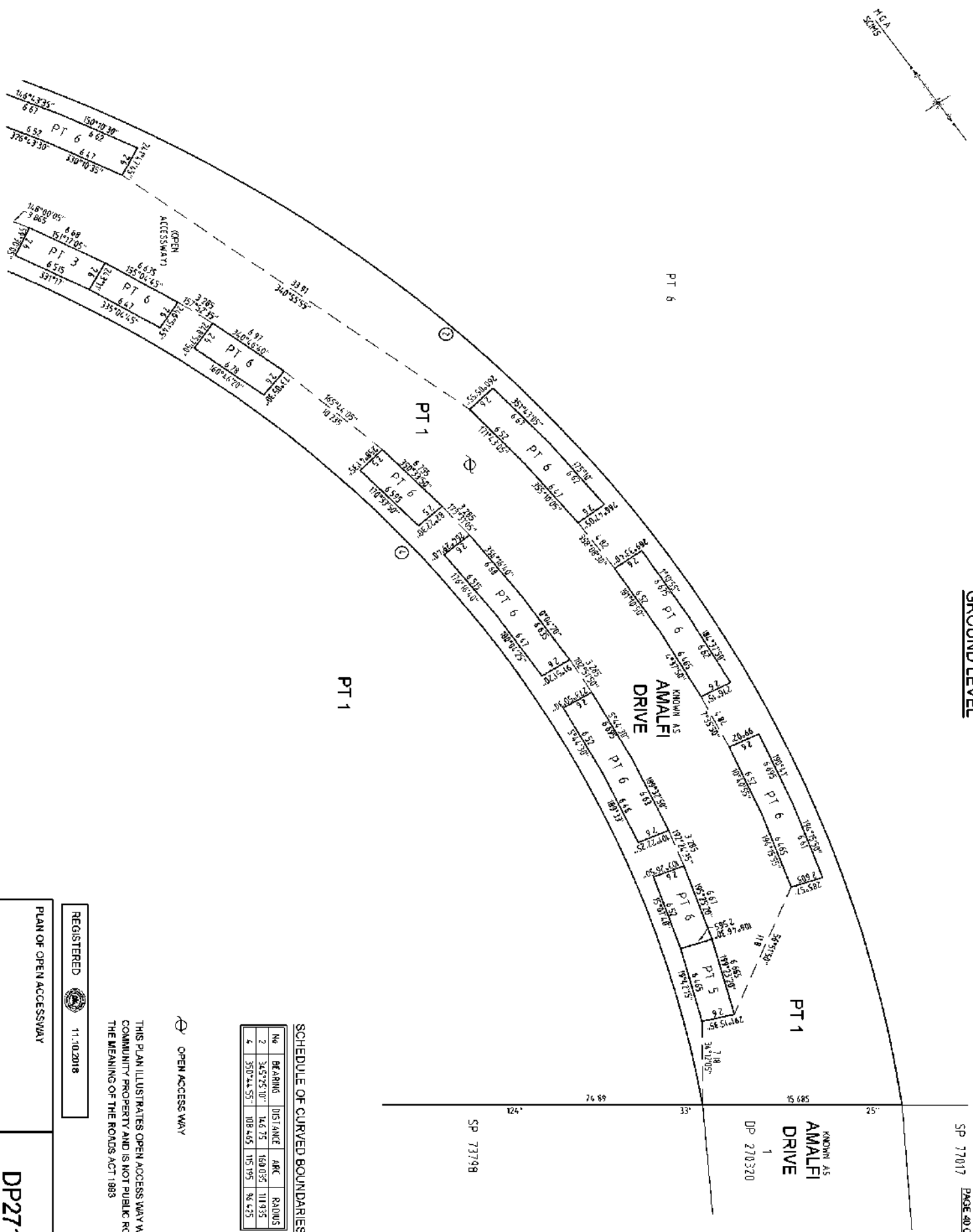
REGISTERED
11.10.2018

PLAN OF OPEN ACCESSWAY

DP271179



GROUND LEVEL



SCHEDULE OF CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC	RADIUS
2	345°53'00"	146.75	160.05	111935
4	350°42'57"	108.645	115.195	96425

⊕ OPEN ACCESS WAY

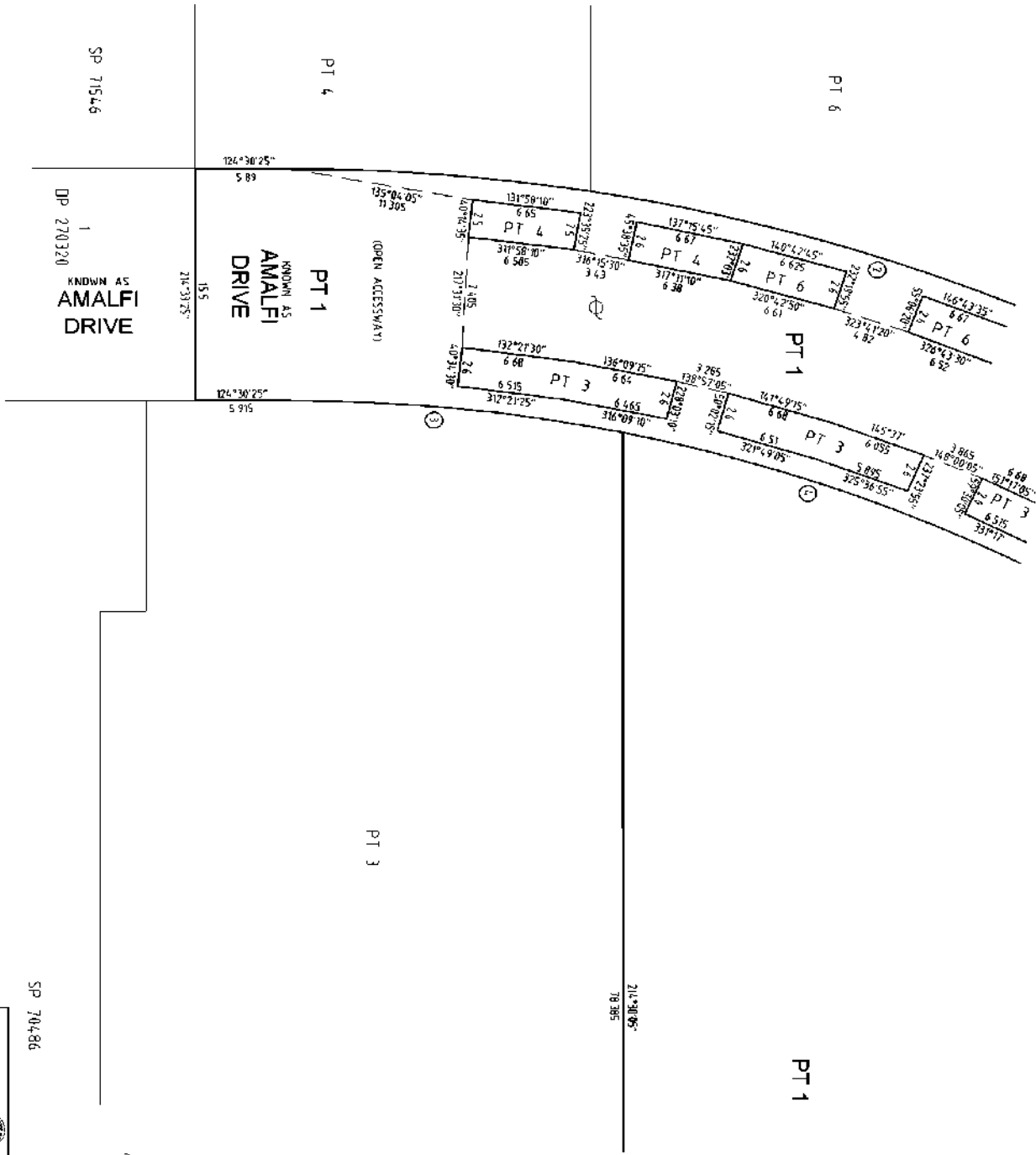
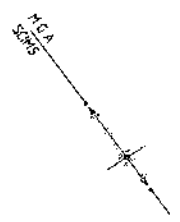
THIS PLAN ILLUSTRATES OPEN ACCESS WAY WHICH IS COMMUNITY PROPERTY AND IS NOT PUBLIC ROAD WITHIN THE MEANING OF THE ROADS ACT 1988

REGISTERED 11.10.2018

PLAN OF OPEN ACCESSWAY

DP271179

GROUND LEVEL



SCHEDULE OF CURVED BOUNDARIES

No	Bearing	Distance	Arc	Radius
2	345°25'10"	146.75	160.035	111.435
3	130°31'55"	20.15	20.655	96.425
4	350°41'55"	108.665	115.195	96.425

THIS PLAN ILLUSTRATES OPEN ACCESS WAY WHICH IS
 COMMUNITY PROPERTY AND IS NOT PUBLIC ROAD WITHIN
 THE MEANING OF THE ROADS ACT 1989

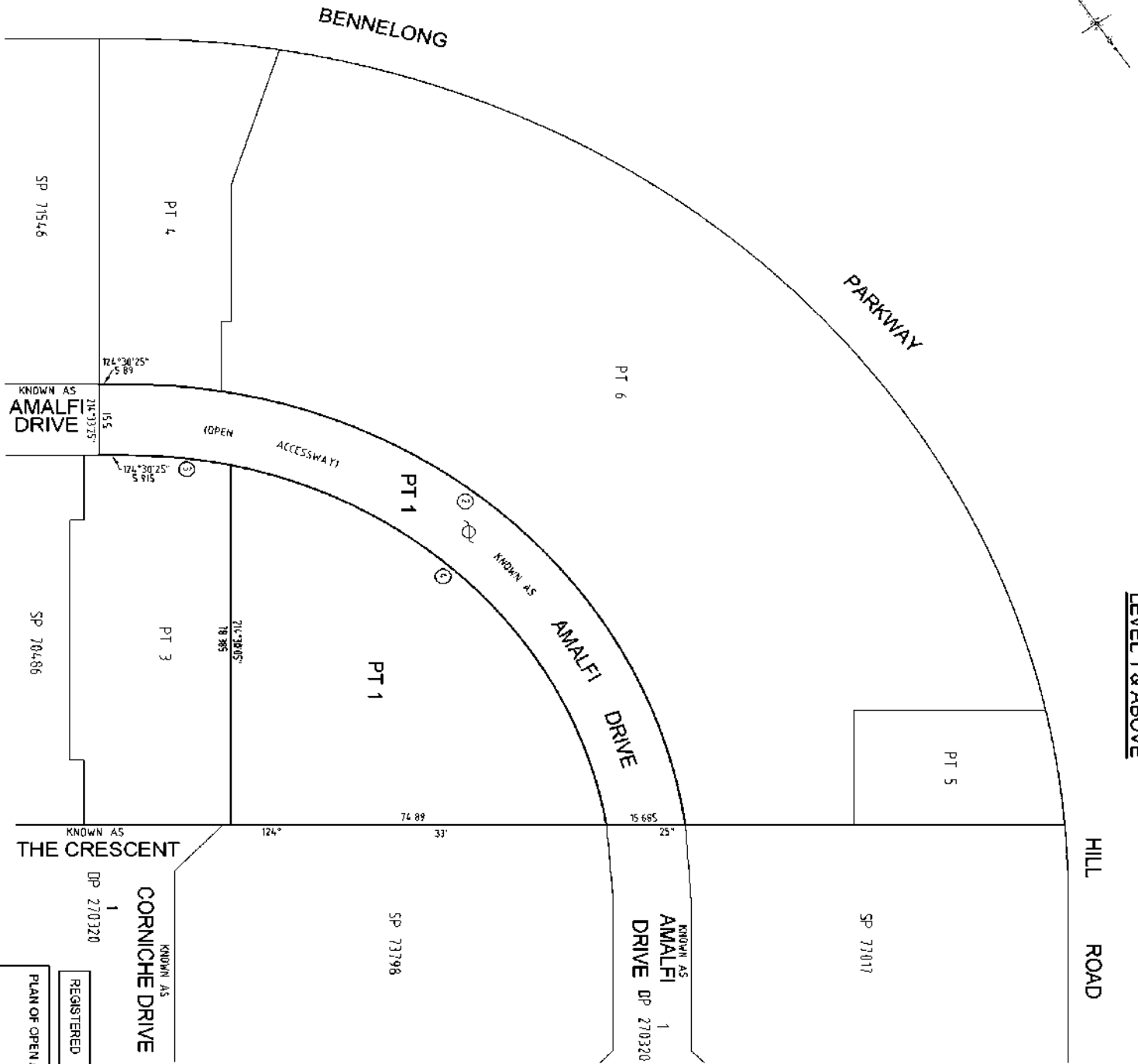
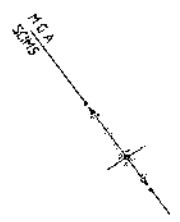
○ OPEN ACCESS WAY

SP 70486

REGISTERED 11.10.2018

PLAN OF OPEN ACCESSWAY

DP271179



SCHEDULE OF CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC	RADIUS
2	34.5°25'10"	14.675	80.035	111.915
3	150°31'55"	20.415	80.455	96.425
4	350°44'55"	109.455	119.195	96.425

THIS PLAN ILLUSTRATES OPEN ACCESS WAY WHICH IS COMMUNITY PROPERTY AND IS NOT PUBLIC ROAD WITHIN THE MEANING OF THE ROADS ACT 1993

REGISTERED 11/10/2018

PLAN OF OPEN ACCESSWAY

DP271179

DP271179

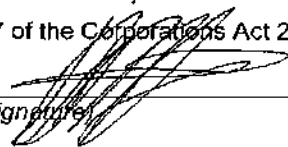
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Execution

EXECUTED BY THE ORIGINAL PROPRIETOR

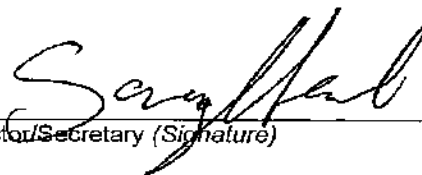
EXECUTED by WENTWORTH POINT 1 PTY)
LTD ACN 605 294 844) in accordance with)
section 127 of the Corporations Act 2001 (Cth):)

Director (Signature)



Bilal El Cherkh
Director (Print Name)

Director/Secretary (Signature)



Sajah Hammond
Director/Secretary (Print Name)

DP271179

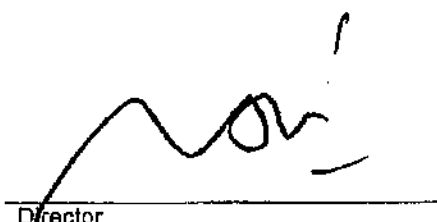
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3

EXECUTION BY MORTGAGEE:

THP AUSTRALIA CAPITAL SDN BHD

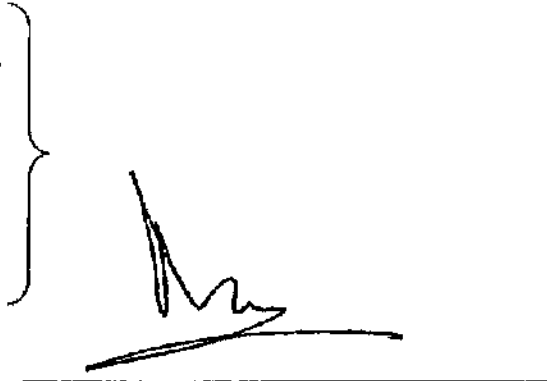
The Common Seal of THP AUSTRALIA CAPITAL
SDN BHD (Company No. 1077431-M) was
hereunto duly affixed in the presence of:



Director

Name: *Roszqli Othman*

NRIC No. *540927-09-5007*



Director/Secretary

Name: *Anuarifaei Mustapa*

NRIC No. *731120-06-5693*

Address: Level 20, Bangunan TH Selborn, 153, Jalan Tun Razak, Kuala Lumpur, Malaysia

Fax No: +603 2687 3322

Attention: Anuarifaei Mustapa

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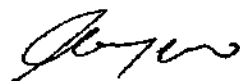
EXECUTION BY MORTGAGEE:

Signed sealed and delivered for and on behalf of

Maybank Investment Bank Berhad

by its duly authorised Attorney under

Power of Attorney Book 4692 No 50



Signature of Witness

Signature of Attorney

WONG KOK YEW

Full Name of Witness

V. SARASWATHY A/P VARADARAJAN

Full Name of Attorney

MAYBANK INVESTMENT BANK BERHAD

Address of Witness

DP271179

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(1)

EXECUTION BY MORTGAGEE:

Executed by THP Treasury Pty Ltd ACN 614 610 483
in accordance with s127 of the Corporations Act 2001



Signature of Director

Rosali Othman
Name of Director



Signature of Director/Secretary

Mohd Faizillah Mohd Ali
Name of Director/Secretary

DP271179

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CERTIFICATE OF APPROVAL

It is certified:

(a) That the consent authority has consented to the development described in Development Application No,DA/360/2018; and

(b) That the terms and conditions of this management statement are not inconsistent with that development as approved.

Date: 25/09/2018

Execution of consent authority: 


*CLAIRE STEPHENS
A/UNIT MGR - DBU*

TERMS OF INSTRUMENT NOT CHECKED
IN NSW LAND REGISTRY SERVICES

REGISTERED



11.10.2018

Approved Form 9	Strata Management Statement	Sheet 1 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

Note: This strata management statement has effect as an agreement under seal binding:

- (a) the owners corporation of a strata scheme for part of the building, or
- (b) an owner, mortgagee in possession or lessee of a lot in a strata scheme for part of the building, or
- (c) another person in whom is vested the fee simple of a part of the building or site affected by the statement, or
- (d) the mortgagee in possession or lessee of a part of the building or site referred to in (c). (See section 105 *Strata Schemes Development Act 2015*)




Approved Form 9	Strata Management Statement	Sheet 2 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

Table of Contents

Overview	4
1. Dictionary and Interpretations	6
2. Management of the Building	12
3. Obligations - Compliance	13
4. Building Management Committee.....	14
5. Office Bearers	14
6. Functions of Officers.....	15
7. Functions of Committee	16
8. Meetings of Management Committee	17
9. Meetings of Management Committee	18
10. Voting.....	19
11. Management Committee Decisions	20
12. Appointing the Strata Manager	21
13. Facilities Manager	22
14. Architectural	24
15. Submissions to Management Committee	25
16. Service of notices and other documents	26
17. Resolving Disputes	27
18. Obligations and rights of the Members, Owners and Occupiers.....	29
19. Budget.....	31
20. Contributions	32
21. Insurance or Indemnity.....	34
22. Shared Facilities	37
23. Additional expenses contribution.....	41
24. Establishing accounts.....	41
25. Shared Costs.....	41
26. Security	47
27. Powers of the Management Committee to act on behalf of the Members.....	48
28. Consents by the Management Committee.....	48

Approved Form 9	Strata Management Statement	Sheet 3 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

29.	Owners Corporation By-Laws and Cost Recovery	49
30.	Letterboxes	49
31.	Loading Docks	50
32.	Car Park.....	50
33.	Use of One The Waterfront in relation to movement of stock, goods, furniture	52
34.	Garbage disposal.....	52
35.	Provision of Services	54
36.	Using approved Contractors	55
37.	Damage to Shared Facilities.....	56
38.	Restricting access to Shared Facilities	56
39.	Access to the Building	56
40.	Shared Facilities for the sole use of certain Members	58
41.	Further strata management statements	58
42.	Restricted Period.....	59
43.	Variation to Management Statement.....	60
	Schedule 1: Shared Facilities and Services and Cost Allocation	62
	Schedule 2: GFA Calculation	68
	Schedule 3: Architectural Code.....	71
1.	Overview	71
2.	Architectural Standards	72
3.	Building Standards	72
4.	Working Hours	73
5.	Insurance.....	73
6.	Approvals	74
7.	Failure to Comply with Architectural Code.....	76
8.	External Signage.....	77
	Execution.....	78

Approved Form 9	Strata Management Statement	Sheet 4 of 81 sheets
Registered:  12.10.2018	Office Use Only	Office Use Only SP98432

Strata Management Statement

PART A- INTRODUCTION

Overview

This Management Statement is a set of rules that regulates the management and operation of land and improvements where part of the land is subdivided by a strata scheme or schemes.

A strata management statement confers rights and imposes obligations on the owners corporation and owners and occupiers of lots in a building in which there is a strata scheme. It contains provisions about a wide range of issues including meetings, financial management and the maintenance of shared facilities.

This Management Statement regulates:

- (a) The manner in which One The Waterfront is used;
- (b) The procedures for maintaining the Shared Facilities;
- (c) The procedures for apportioning Shared Costs;
- (d) The procedures for Meetings;
- (e) The procedures for the financial management of the Shared Facilities and Shared Costs.

The persons who must comply with this Management State are set out in clause 2.

This Management Statement has effect as an agreement under seal and is binding on:


- (a) the Members;
- (b) the Occupiers of Lots; and
- (c) Owners and Occupiers of Lots.

Development summary

Brief project description – 6 Stratum Lots. The development included the demolition of the existing structure and construction of 7-9 residential buildings of different sizes, each including basement parking, at Bennelong Parkway/Amalfi Drive, Wentworth Point.

Units distribution

One The Waterfront consists of a total of 135 residential units plus further residential units constructed as part of the development of Stratum Lot 6.

Approved Form 9	Strata Management Statement	Sheet 5 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

Parking

One The Waterfront consists of 4-6 basement parking levels as shown on the Stratum Plan.

What are the different components of One The Waterfront?

One The Waterfront has different buildings and levels and proposed future buildings, and these are separated into different Stratum (Lots). Those Stratum have been or will be subdivided to create strata schemes. The Owner of each Stratum is a Member of the Management Committee and must comply with this Management Statement. If a Lot is further subdivided by a strata plan, the Member is the Owners Corporation for the Strata Scheme.

The Components of One The Waterfront are:

- (a) The different buildings;
- (b) The underground parking; and
- (c) the common or community facilities, including the road.

Facilities services and supply

The Building's Facilities are accessible by all Owners and Tenants other than any specified.

As at the date of registration of the strata subdivision of Stratum Lots 3, 4 and 5, the Building's Facilities are shared amongst the Stratum based on cost allocation and GFA calculation, the latter of which is:

- (a) Stratum Lot 3 – 14.79%;
- (b) Stratum Lot 4 – 22.71%;
- (c) Stratum Lot 5 – 15.22%;
- (d) Stratum Lot 6 – 47.28%.


All water supply will be individually metered.

All gas supply will be metered via a central system.

All Fire Services are shared proportionally amongst the different members.

Method used to apportion the costs of the share expenses

The method used for apportionment of Shared Facility Costs is set out in clause 25.3 and Schedule 1.

Approved Form 9	Strata Management Statement	Sheet 6 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

1. Dictionary and Interpretations

1.1 Dictionary

In this Management Statement, unless the contrary intention appears:

"Act" means the *Strata Schemes Management Act 2015*.

"Approved Insurer" has the same meaning as in the *Act*.

"Architectural Code" means the architectural code for the Building a copy of which is attached at Schedule 3.

"Authority" means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity with jurisdiction over One The Waterfront.

"Building or Buildings" means the structure and structures and improvements located at One The Waterfront.

"Budget" means the estimate of Shared Costs determined under clause 19.

"Business Day(s)" means a day which is not a Saturday, Sunday or a Public Holiday.

"By-Laws" means the by-laws of a Strata Plan.

"Chairperson" means the chairperson appointed pursuant to clause 5.

"Car Park" means the car park area for the Parcel.

"Car Share Scheme" means a commercial agreement between the Owners Corporation and a Car Share provider.

"Car Space" means the car space allocated to the Owner or Occupier of a Lot.

"Common Property" means the common property within a Strata Plan.


"Council" means City of Parramatta Council.

"Defaulting Member" means a Member who fails to comply with a notice in clause 25.16.

"Default Notice" means the default notice issued in accordance with clause 25.17 facilities.

"Developer" means Wentworth Point 1 Pty Limited (ACN 605 294 844).

"DP" means deposited plan 271179.

Approved Form 9	Strata Management Statement	Sheet 7 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

“Easements” means all registered easements created and notified on the Stratum Plan or Strata Plan, being easements for personal access, service access and vehicular access as defined in the Act and this Management Statement.

“Emergency” means a situation posing an immediate threat to human safety or loss or damage to physical property.

“Excluded Services” means:

- (a) All interior facilities fixtures, furniture, finishings, fittings within a Lot including but not limited to wall linings, windows and fixed glass, carpet and underlay, lighting, hot water systems and plumbing fittings; and
- (b) All pipes, wires, ducts and cables within a Lot for the exclusive use of that Lot including, but not limited to cable television, telephones, facsimiles, air conditioning systems and related equipment.

“Facilities Manager” means the facilities manager appointed in accordance with clause 13 and may also include a building manager and/or a concierge.

False Fire Alarm means setting off a fire alarm (including a false fire alarm), so that the fire brigade or other organisation:


- (a) is required to attend the Property; and
- (b) charges the Management Committee or One The Waterfront a fee for that attendance.

“Financial Statements” means the statements to be prepared by the Management Committee in accordance with clauses 20.8 and 20.9.

“Fire Control Equipment” means all sprinklers, pipes, cables, wires, conduits and other structures, equipment or services installed within the Building for the purpose of fire control.

“Fully Enclosed Covered Area” or **“FECA”** means the sum of all such areas at all building floor levels, including basement (except excavated portions), floored roof spaces and attics, garages, penthouses, enclosed porches and attached enclosed cupboard ways alongside building, equipment rooms, lift shafts, vertical ducts, staircases and any other fully enclosed spaces and usable areas of the building, computed by measuring from the normal inside face of exterior walls but ignoring any projection such as plinths, columns, piers and the like which project from the normal inside face of the external walls. It shall not include open courts, light wells, connecting or isolated covered ways and net open areas of upper portions of rooms, lobbies, halls, interstitial spaces and the like which extend through the storey being computed.

“Fund” means the fund used to levy, collect, deposit and make payment for the Shared Costs.

Approved Form 9	Strata Management Statement	Sheet 8 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

"Funds" means the funds levied by the Management Committee on the Members for the Shared Facilities in accordance with Shared Costs portions specified in Schedule 1.

"Garbage Disposal Area" means that part of the Common Property designated by the Management Committee from time to time for the storage of garbage for Owners and Occupiers, including the part of the Parcel designed for that purpose.

"Gross Floor Area" or "GFA" means the sum of the "Fully Enclosed covered areas" and "Unenclosed Covered Area", which as at registration of this Management Statement is as calculated in Schedule 2.

"One The Waterfront" means all of the Lots that comprise the Stratum Plan, the Shared Facilities and all open space common property areas located on the Parcel.

"Insurance" means all insurances required to be effected under clause 21 with an Approved Insurer in which more than one Member has an interest and any other insurance determined by Unanimous Resolution to be Insurance.

"Law" means includes any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and or whether state, federal or otherwise.

"Lot or Lots" means a Stratum Lot and were those stratum lots have been strata subdivided, the lots within such strata scheme or schemes.

"Management Committee" means the committee to be formed under clause 4, which is responsible for managing One The Waterfront on behalf of the Members.

"Management Statement" means this management statement, including all annexures, schedules and attachments.

"Meeting(s) and Emergency Meeting(s)" means a meeting or emergency meeting of the Management Committee conducted in accordance with this Management Statement.


"Members" means of the parties referred in clause 4.2.

"Member's Proportion" means the amount calculated by applying the following formula, noting this will change as further Stratum Lots are strata subdivided:

$$MP = TA \times (SLA / TSLA)$$

Where:

MP is the Member's Proportion

Approved Form 9	Strata Management Statement	Sheet 9 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

TA is the Total amount of the expenditure or the Shared Costs of the relevant Shared Facilities (whichever the case may be)

SLA is the area of the relevant Member's Lot as shown in the Stratum Plan except where such Lot has been subdivided by strata subdivision or otherwise, in which case it will be the aggregate of the habitable areas of the Lots in that Strata Scheme as shown the relevant strata plan (excluding common property)

TSLA is the aggregate of each other Member's SLA who must bear the expenditure or the Shared Costs of the relevant Shared Facilities (whichever the case may be) together with the relevant Member's SLA.

"Occupier" means an occupier of a Lot or part of a Lot including but not limited to a lessee, licensee or invitee.

"Officers or Officer" means the Chairperson, Secretary and the Treasurer.

"Ordinary Resolution" means a resolution of the Management Committee that is passed at a properly convened meeting by simple majority of votes cast by the Member's representatives who attend the meeting and who are entitled to vote.

"Owner" means the owner of a Lot.

"Owners Corporation" has the same meaning as in the Act.

"Parcel" means the Property consolidated by Deposited Plan 271179 upon which One The Waterfront is located.


"Payment Notice" means the notice issued in accordance with clause 25.8.

"Property" means all of the Land contained in folio identifiers 3/776611 and 22/1044874 and located at 23 Bennelong Parkway and Lot 22 Amalfi Drive, Wentworth Point.

"Replacement Representative" means a replacement representative for the Representative for Meeting purposes.

"Representative" means each of the natural persons appointed by each of the Members in accordance with clause 4.3.

"Resolution" means a Motion of the Management Committee in favour of which more than 50% of votes of the Members of the Management Committee present and entitled to vote, are cast.

Approved Form 9	Strata Management Statement	Sheet 10 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

“Restricted Period” means the period commencing from the date that this Management Statement is entered into up until the Developer is no longer the Owner of a Lot within One The Waterfront.

“Schedules(s)” means the Schedules on a Schedule for this Management Statement.

“Secretary” means the secretary appointed in accordance with clause 5.

“Selling Activities” means:

- (a) the placing of “For Sale” or “For Leasing” signs;
- (b) having a sales office;
- (c) having display suites or apartments; and/or
- (d) conducting any marketing activities to sell or lease Lots.

“Service” means any Service whether existing or proposed and any extension to or augmentation thereof or any part of a Service as contemplated in Schedule 1 of the Act as well as ventilation systems and ducts and stairwell pressurisation systems located within One The Waterfront and on top of the Buildings comprising One The Waterfront.

“Shared Costs” means all expenses in relation to:

- (a) the Shared Facilities;
- (b) amounts payable to the appointed Strata Manager; and
- (c) all other amounts determined by the Management Committee by a Unanimous Resolution to be Shared Costs,

initially as set out in Schedule 1.


“Shared Facilities” means the shared facilities and services in clause 22.1 and initially as set out in Schedule 1.

“Special Resolution” has the meaning as defined in the Act.

“SSD Act” means the Strata Schemes Development Act 2015 and Regulations.

“Strata Manager” means the person from time to time appointed by the Management Committee under clause 12.

“Strata Manager Fee” means the cost of the Strata Manager under this Management Statement not exceeding an amount which would be considered reasonable by an

Approved Form 9	Strata Management Statement	Sheet 11 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

independent member of Strata Community Australia (NSW) experienced in managing a building commensurate with One The Waterfront.

“Stratum Lot” means a lot in the DP, and where that lot has been strata subdivided, means the parcel of the Strata Scheme created by that strata subdivision.

“Stratum Plan” means the plan of subdivision of the Parcel.

“Strata Scheme” means a strata scheme (as defined in the Act) comprised within the Parcel.

“Strata Plan” means a strata plan of a Strata Scheme.

“Treasurer” means the treasurer appointed in accordance with clause 5.


“Unanimous Resolution” means a resolution of the Management Committee in favour of which 100% of the votes of the Members of the Management Committee present and entitled to vote, are cast.

“Unenclosed Covered Area” or “UCA” means the sum of all such areas and all building floor levels, including roof balconies, open verandas, porches and porticos, attached open cupboard ways alongside buildings, undercrofts and usable space under buildings, unenclosed access galleries (including ground floor) and any other trafficable covered areas of the building which are not totally enclosed by full height walls, computed by measuring the area between the enclosed walls or balustrade (i.e. from the inside face of the UCA excluding the wall of balustrade thickness). When the covering element (i.e. roof or upper floor) is supported by columns, is cantilevered or is suspended, or any combination of these, the measurement shall be taken to the edge of the paving or to the edge of the cover, whichever is the lesser. UCA shall not include eaves, overhangs, sun shading awnings and the like where these do not relate to clearly defined trafficable covered areas, nor shall it include connecting or isolated covered ways.

1.2 Interpretation

In this Management Statement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the Management Statement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) a reference to a natural person includes any corporation or other body corporate or government body and vice versa;

Approved Form 9	Strata Management Statement	Sheet 12 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (e) references to legislation or legislative provisions include modifying, consolidating or replacement legislation or legislative provisions;
- (f) a reference applying to or binding more than one person will refer to or bind them jointly and each of them severally;
- (g) references to months and years means calendar months and years;
- (h) where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;
- (i) if the day on which any act, matter or thing is to be done under or pursuant to this Management Statement is not a Business Day, that act, matter or thing may be done on the next Business Day;
- (j) a reference to an officer of an association or a body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body;
- (k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Management Statement or any part of it;
- (l) references to Sections means Sections of the Act;
- (m) words with a capital letter are defined in the Dictionary contained in clause 1.

PART B- COMPULSORY MATTERS


2. Management of the Building

2.1 Management of the Building

A strata management statement regulates the management and operation of a building where the building is subdivided by a plan of subdivision that contains a Stratum Lot. One The Waterfront consists of a building that is subdivided by a plan of subdivision that contains Stratum Lots.

2.2 Management Structure

The Management Committee is responsible for operating and managing One The Waterfront on behalf of the Members. Each Member is a Member of the Management Committee. Each Member appoints a Representative to attend and vote for them at meetings.

Approved Form 9	Strata Management Statement	Sheet 13 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

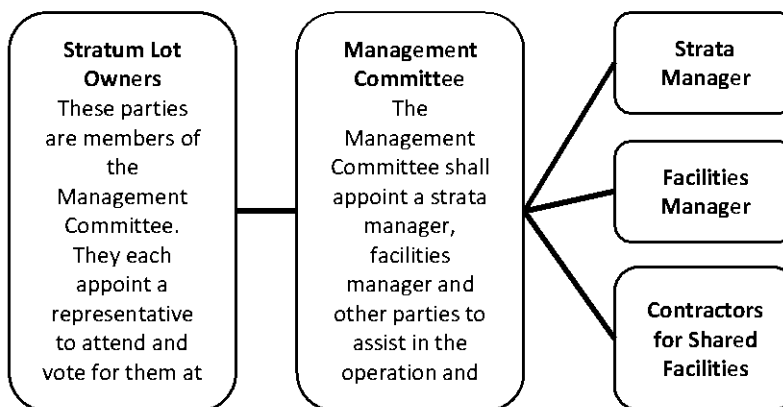
2.3 Who assists the Management Committee perform its functions?

The Management Committee has the power to appoint various persons to assist it to perform its functions. For example, the Management Committee may:

- (a) appoint a Strata Manager to assist in the management of One The Waterfront and perform secretarial and financial functions;
- (b) appoint a Facilities Manager to supervise the operation of One The Waterfront, including the operation, maintenance, repair and replacement of the Shared Facilities; and
- (c) enter into contracts with various service providers for the operation, maintenance, repair and replacement of the Shared Facilities.

2.4 Overview of Management Structure


In summary, the management structure for One The Waterfront looks like this:



3. Obligations - Compliance

3.1 Persons who must comply with this Management Statement are:

- (a) an Owner;
- (b) an Occupier;
- (c) an Owners Corporation in a Strata Scheme;
- (d) a mortgagee in possession of a Lot; and
- (e) an invitee of an Owner or Occupier for the time being.

Approved Form 9	Strata Management Statement	Sheet 14 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

4. Building Management Committee

4.1 Establishing Management Committee

The Members must:

- (a) establish the Management Committee within 3 months after this Management Statement is registered; and
- (b) continue to always have a Management Committee.

4.2 Members of the Management Committee

The Members of the Management Committee are:

- (a) the Owner of a Stratum Lot; and
- (b) where a Stratum Lot has been subdivided to form a Strata Scheme, the Owners Corporation for that Strata Scheme.


4.3 Representatives and Substitute Representatives

- (a) Each of the Members has the right to appoint 1 Representative to represent it at meetings.
- (b) Each Representative must represent the Member who appointed him or her at Meetings and Emergency Meetings.
- (c) Each Member must give to the other Members of the Management Committee written notice of its Representative's address, telephone and facsimile numbers and the name, address, telephone and facsimile numbers of the Representatives for the time being who represent it.
- (d) A Member may at any time give to the other Members and the Management Committee written notice of the name, address, telephone and facsimile numbers of a Replacement Representative.
- (e) Anything done by a Representative or Replacement Representative for the Member that appointed them has the same effect as if the Member undertook such activities.

5. Office Bearers

5.1 Office Bearers

The Management Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

Approved Form 9	Strata Management Statement	Sheet 15 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

5.2 Who may be Officers

An officer must be:

- (a) a Representative;
- (b) a Replacement Representative; or
- (c) the Strata Manager.

5.3 Officers and Compliance

- (a) The Management Committee may appoint a Representative, Replacement Representative or the Strata Manager to one or more of the offices of Secretary, Treasurer or Chairperson.
- (b) An Officer must perform their functions according to this Management Statement, the Act and the directions of the Management Committee.

5.4 Appointing Officers


- (a) The Management Committee:
- (b) must appoint its Officers within 3 months after the establishment of the Management Committee;
- (c) may appoint new Officers at any time; and
- (d) must immediately appoint a replacement Officer if an existing Officer vacates their position as an Officer.

6. Functions of Officers

6.1 The Secretary

The functions of the Secretary are to:

- (a) convene Meetings and Emergency Meetings;
- (b) prepare notices and agendas for Meetings and Emergency Meetings;
- (c) prepare and distribute minutes of Meetings and Emergency Meetings;
- (d) give notices for the Management Committee;
- (e) answer communications sent to the Management Committee;

Approved Form 9	Strata Management Statement	Sheet 16 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (f) perform administrative and secretarial functions for the Management Committee;
- (g) keep records (other than records which the Treasurer must keep) for the Management Committee according to this Management Statement and the Act; and
- (h) forward copies of the records prepared under clause 6.1(g) to the Strata Manager within a reasonable time after they are prepared (if the Secretary and the Strata Manager are not the same person or entity).

6.2 The Treasurer

The functions of the Treasurer are to:

- (a) prepare the Budgets and the Financial Statements for the Fund;
- (b) prepare (or arrange for the preparation of) Financial Statements for the Fund;
- (c) prepare (or arrange for the preparation of) audit reports;
- (d) send notices of Funds contributions to Members;
- (e) collect contributions from Members;
- (f) receive, acknowledge, bank and account for contributions and other money paid to the Management Committee;
- (g) keep accounting records for the Management Committee; and
- (h) provide a copy of the accounting reports prepared under clause 6.2(g) to the Strata Manager, within a reasonable time after the accounting reports are prepared (if the Treasurer and the Strata Manager are not the same person or entity).

6.3 The Chairperson


The Chairperson is to preside at each Meeting and each Emergency Meeting. In the event that the Chairperson does not attend a Meeting or an Emergency Meeting, the Management Committee may appoint another Representative, Replacement Representative or the Strata Manager to preside at the Meeting or at the Emergency Meeting as chairperson.

7. Functions of Committee

7.1 Functions of Management Committee

The functions of the Management Committee are to:

- (a) make decisions for relevant matters referred to in this Management Statement;

Approved Form 9	Strata Management Statement	Sheet 17 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (b) consider any proposal submitted to the Management Committee by any Member;
- (c) subject to the Law, consider and determine any other matter which the Members determined by Resolution should be considered by the Management Committee;
- (d) agree on the Architectural Code for One The Waterfront;
- (e) monitor the performance of the Strata Manager;
- (f) monitor the performance of the Facilities Manager;
- (g) determine, levy and recover contributions for the Fund and make payments from the Fund;
- (h) operate, maintain, renew and recover contributions for the Fund and make payments from the Fund;
- (i) change or add to the Shared Facilities;
- (j) fairly control the use of the Shared Facilities;
- (k) effect insurance according to the Act and this Management Statement;
- (l) monitor the performance of Members, Owners and Occupiers of their obligations under the Act and this Management Statement;
- (m) arrange for the maintenance of the Shared Facilities and other Contracts so that the insurances required under this Management Statement are not affected; and
- (n) comply with the Act, or any other relevant Act, and this Management Statement.

7.2 External Contracts


The Management Committee may enter into contracts or arrangements or undertakings with third parties to assist the Management Committee to perform the obligations of the Management Committee set out under this Management Statement.

8. Meetings of Management Committee

8.1 Convening Meetings and Delegates

The Management Committee must convene a Meeting:

- (a) if the Management Committee decides to hold a Meeting;
- (b) if requested by notice in writing by a Member not being a Defaulting Member setting out the issue or proposal required to be addressed in the Meeting, if the Management

Approved Form 9	Strata Management Statement	Sheet 18 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

Committee receives a notice under this clause 8.1(a) and there is an emergency, the Management Committee must hold the Meeting within fourteen (14) days or sooner from the day the Management Committee receives the notices from the Member; or

- (c) within three (3) months after the establishment of the Management Committee; and
- (d) at least every twelve (12) months.

8.2 Notices

The Management Committee must give each Member at least 7 Business Days written notice of a Meeting, which includes the Meeting agenda and details. In the case of emergency, shorter notice may be given and the manner of notice may include telephone calls depending upon the circumstances.

8.3 Management Committee Meeting Minutes

The Management Committee must prepare, keep and maintain:

- (a) notices of Meetings or agenda for Meetings;
- (b) minutes of all Meetings and distribute those Minutes to each Member within fourteen (14) days of the relevant Meeting.

8.4 Member's Rights to Inspect Records


Members and Owners may inspect the Management Committee's records in the following manner:

- (a) the Members and Owners must apply in writing to the Management Committee;
- (b) must pay the Management Committee the inspection fee prescribed from time to time by the regulations to the Act; and
- (c) the Management Committee must allow the Member or Owner to inspect Management Committee's records within 5 Business Days after a request has been made in writing and the payment of the inspection fee under clause 8.4(b).

9. Meetings of Management Committee

9.1 Quorum

One (1) Representative or Replacement Representative of each Member will constitute a quorum for any Meeting of the Management Committee. If a quorum is not present within half an hour from the time appointed for a Meeting, the Chairperson must either adjourn the Meeting for two business days, to be held at the same time and at the same place notified for

Approved Form 9	Strata Management Statement	Sheet 19 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

the original Meeting, or declare that the Members present constitute a quorum for considering a motion at that Meeting. If the Meeting is adjourned for two business days, the quorum for the adjourned Meeting will be that number of Representatives present at the time appointed for the adjourned Meeting.

9.2 Decisions in Writing

The Management Committee may make decisions in writing without holding a Meeting if:

- (a) the Management Committee serves on the Members according to this Management Statement notice of the meeting and the motions to be considered by the Management Committee; and
- (b) the required Members or the Members have approved each motion within the notice in clause 9.2(a) in writing.

10. Voting

10.1 Voting

Subject to clause 10.2 at all Meetings of the Management Committee a Member is entitled to vote with the vote to its Representative.


10.2 Restrictions on voting

The following restrictions apply to the voting at any Meeting or Emergency Meeting:

- (a) a Member may only vote on a motion regarding any of the Shared Facilities if:
 - the Member contributes towards the cost of such of the Shared Facilities; and
 - the effect of the Motion is to require the Member to contribute towards the cost of such of the Shared Facilities; and
 - all contributions levied on a Member are paid as at the date of that Meeting.
- (b) the Chairperson does not have a casting vote.

10.3 Subdivision of Stratum Lots

The Owner of a Stratum Lot may subdivide such Stratum by way of strata plan or otherwise without the consent of the Management Committee so long as the subdivision complies with the Law and does not conflict with this Management Statement.

Approved Form 9	Strata Management Statement	Sheet 20 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

11. Management Committee Decisions

11.1 Decisions

The Management Committee may make decisions:

- (a) according to this Management Statement; or
- (b) by a Resolution or Unanimous Resolution according to this Management Statement.

11.2 Resolutions Required

A decision of the Management Statement may be made by a Resolution unless otherwise specified in this Management Statement.

11.3 Ordinary Resolution


The matters that the Management Committee must decide by Ordinary Resolution are:

- (a) appointing or terminating the appointment of a Strata Manager or Facilities Manager;
- (b) appointing or terminating the appointment of a service provided to the Management Committee;
- (c) entering into contracts of Insurance;
- (d) establishing the administrative fund for the day to day costs of operating and maintaining Shared Facilities, insurance costs and administrative costs and determining contributions for their fund; and
- (e) establishing the capital works fund for the Shared Facilities and determining contributions for that fund.

11.4 Unanimous Resolution required

The matters which the Management Committee must decide by Unanimous Resolution are:

- (a) amending this Management Statement;
- (b) changing the Architectural Code;
- (c) changing, adding to or extending the Shared Facilities;
- (d) changing, adding or varying the Shared Costs;
- (e) changing, adding or varying the Shared Costs levied in Schedule 1;

Approved Form 9	Strata Management Statement	Sheet 21 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (f) the repayment of part or the whole of the Funds to Members.

12. Appointing the Strata Manager

12.1 Appointment of the Strata Manager

The Management Committee may appoint a Strata Manager to manage the Management Committee's functions relating to One The Waterfront. The appointment and terminating the appointment of the Strata Manager under this clause may be by a Resolution.

12.2 Delegation of Functions

Subject to clause 12.3, the Management Committee may delegate its functions and the functions of the Officers to the Strata Manager.

12.3 Restricted Functions

The Management Committee may not delegate the following functions to the Strata Manager:

- (a) functions which the Management Committee may exercise only by Unanimous Resolution;
- (b) functions which the Management Committee decides by unanimous Resolution may be performed only by the Management Committee; and
- (c) the function to determine and levy the Fund and the Fund contributions on Members.


12.4 Strata Manager Fees

The Strata Manager Fee of the Strata Manager for the term of appointment may be the amount reasonably determined by the Management Committee.

12.5 Strata Manager and Management Committee Contract

The agreement between the Management Committee and the Strata Manager must:

- (a) be in writing and signed by each Member and the Strata Manager;
- (b) reserve the power for the Management Committee and the Officers to continue to exercise the functions which the Management Committee delegates to the Strata Manager; and
- (c) have provisions regulating the rights of the Management Committee and the Strata Manager to terminate the agreement if a party does not perform their obligations under the agreement.

Approved Form 9	Strata Management Statement	Sheet 22 of 81 sheets
Registered:  12.10.2018	Office Use Only	Office Use Only SP98432

12.6 Strata Manager Obligations

Subject to this clause, the Strata Manager under agreement may undertake the following duties without limitation:

- (a) performing the functions of the Secretary;
- (b) performing the functions of the Treasurer;
- (c) performing the functions of the Chairperson; and
- (d) doing anything else that the Management Committee agrees is necessary for the operation and management of One The Waterfront.

12.7 Strata Manager Licence

The Strata Manager must have and keep current at all times the licence required by Law to be a strata managing agent.

13. Facilities Manager

13.1 Facilities Manager

Subject to this clause, the Management Committee has the power to appoint and enter into agreements with the Facilities Manager to provide:

- (a) for the operation, maintenance, repair and replacement of Shared Facilities; and
- (b) for the management and operational services of One The Waterfront.

13.2 Facilities


The Facilities Manager may provide services for the Management Committee which Members must pay for according to Schedule 1.

13.3 Terms of the Agreement

The term of the initial agreement between the Management Committee and the Facilities Manager must not exceed 60 months (including options to renew the agreement). The term of a new agreement may be for the period reasonably determined by the Management Committee by Resolution.

13.4 Facilities Manager's Fee First Year

The remuneration of the Facilities Manager for the period of the initial agreement under this clause must not exceed an amount determined by the Management Committee as being the

Approved Form 9	Strata Management Statement	Sheet 23 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

market rate, and may provide separate amounts for facilities management duties and the supervision of service contracts entered into by the Management Committee (or its agent).

13.5 Facilities Manager's Fees

The remuneration of the Facilities Manager for subsequent years of the initial agreement under this clause or for a new agreement must not exceed the market rate agreed between the Management Committee and the Facilities Manager for performing the duties of the Facilities Manager.

13.6 Agreement

An agreement between the Management Committee and the Facilities Manager must:

- (a) be in writing and be signed by each Member and the Facilities Manager; and
- (b) have provisions about the rights of the Management Committee and the Facilities Manager to terminate the agreement early if a party does not perform their obligations under the agreement.


13.7 Duties of the Facilities Manager

Subject to this clause, the duties of the Facilities Manager under an agreement may include, without limitation:

- (a) managing the maintenance, repair and replacement for the Shared Facilities;
- (b) preparing and keeping current a short and long-term maintenance repair and replacement programme for the Shared Facilities;
- (c) preparing and keeping current an asset management plan for the Shared Facilities;
- (d) performing an annual audit of the Shared Facilities (which are readily accessible to the Facilities Manager);
- (e) supervising contracts entered into by the Management Committee or by the Facilities Manager on behalf of the Management Committee; and
- (f) doing anything else which the Management Committee considers is necessary for the operation and management of Shared Facilities and One The Waterfront.

13.8 Agent

Under an agreement with the Facilities Manager, the Members may authorise the Facilities Manager to act as their agent and:

Approved Form 9	Strata Management Statement	Sheet 24 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (a) negotiate contracts, including contracts for the operation, use, maintenance, repair and renewal of Shared Facilities; and
- (b) enter into contracts on behalf of the Members, including cleaning and grounds maintenance and essential fire services maintenance.

13.9 Services

Under an agreement, the Facilities Manager may provide services to Members, Owners and Occupiers on the terms and for the cost, agreed between the parties.

14. Architectural

14.1 Architectural Code

The Architectural Code is designed to preserve the architectural integrity of One The Waterfront.

14.2 Alterations to the Apartment's appearance

An Owner or Occupier must not alter the external appearance of the Building (including any internal appearance visible from any Lot or the Common Property or external areas) without the approval of the Management Committee whose approval may be withheld in its absolute discretion.


14.3 Architectural Code Compliance

Subject to this Management Statement, the Members, Owners and Occupiers (other than the Developer during the Restricted Period) must:

- (a) comply with the Architectural Code for One The Waterfront; and
- (b) obtain necessary consents from the Management Committee according to the Architectural Code for One The Waterfront before they carry out works in the One The Waterfront or a Lot of One The Waterfront.

14.4 Amending the Architectural Code

- (a) Subject to the foregoing, the Management Committee may amend, modify or add to the Architectural Code by unanimous Resolution.
- (b) The Developer has the right to amend the Architectural Code at any time without the consent of the Members during the Restricted Period at the Developer's expense.

Approved Form 9	Strata Management Statement	Sheet 25 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

14.5 Compliance with clause 14.3

Compliance with clause 14.3 does not relieve any person from an obligation to obtain a consent under the By Laws or from any Authority.

15. Submissions to Management Committee

15.1 Submissions by Members

A Member who is not a Defaulting Member or the Strata Manager has the right to submit to the Management Committee a proposal for one or more of the following:


- (a) maintenance, repair, refurbishment or replacement of any external area of One The Waterfront;
- (b) provision or variation of any Service to or within One The Waterfront;
- (c) amendment of this Management Statement;
- (d) the alteration of the external appearance of One The Waterfront;
- (e) repair, renewal or replacement of Shared Facilities;
- (f) acquisition of new Shared Facility;
- (g) entry into, variation of or termination of a maintenance agreement or insurance policy;
- (h) alteration of the apportionment of the Shared Costs for Members;
- (i) replace the Strata Manager or the Facilities Manager or appoint a new Strata Manager or Facilities Manager;
- (j) consideration of any other matter to which this Management Statement applies.

15.2 Resolutions

Proposals under clause 15.1(a), (b), (e), (g) and (i) will require a Resolution for determination and proposal under clause 14.1(c), (d), (f) and (h) will require a Unanimous Resolution for determination.

15.3 Submission of Proposals

A proposal submitted to the Management Committee under clause 15.1 must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative of the Management Committee.

Approved Form 9	Strata Management Statement	Sheet 26 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

15.4 Not Performed

The Management Committee may do anything in One The Waterfront which a Member, an Owner or an Occupier should have done under this Management Statement but which they have not done, or in the opinion of the Management Committee, acting reasonably, the Member, Owner or Occupier has not done properly.

15.5 Entry

The Management Committee may enter the affected part:

- (a) of One The Waterfront and stay there for as long as necessary and to do what is required to remedy under clause 15.4; or
- (b) in an Emergency.

15.6 Costs

The Member, Owner or Occupier who has not completed properly what it must have done under this Management Statement, is liable to pay the costs of the Management Committee for such works, within seven (7) Business Days after such works are completed.

15.7 Liability


The Management Committee is not liable for damage arising out of exercising rights under this clause (except for damage caused by the Management Committee's negligence or the Management Committee's agents or representatives negligence).

16. Service of notices and other documents

16.1 Service

A notice, approval, consent or other communication in connection with this Management Statement:

- (a) must be in writing; and
- (b) must be left at the address of the addressee, or sent by pre-paid ordinary post to the address of the addressee or by facsimile to the facsimile number of the addressee notified by the addressee to the other Members and the Management Committee in accordance with clause 4.3(d), or if the addressee notifies another address or facsimile number then to that address or facsimile number or by electronic transmission if nominated by the addressee.

Approved Form 9	Strata Management Statement	Sheet 27 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

16.2 Date when effective

Unless a later time is specified in it, a notice, approval or consent or other communication takes effect from the time it is received, except in the case of an electronic transmission (email), which takes effect at the time it is sent to the addressee.

16.3 Receipt of Notices

A letter, facsimile or email is taken to be received:

- (a) if posted, on a third day after posting;
- (b) if delivered to the party's address, on the day of delivery if a Business Day otherwise on the next following Business Day; and
- (c) if transmitted by facsimile to a party's address and the correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next following Business Day.
- (d) if transmitted by electronic transmission (email), 15 minutes after transmission as long as an error message or the like does not appear within that time.


17. Resolving Disputes

17.1 Disputes

The Members must use their best endeavours and good faith to resolve disputes in relation to this Management Statement before they take action under this clause.

17.2 Notice of Disputes

- (a) If a dispute arises in connection with this Management Statement then any Member (including the Strata Manager) may serve on the other Member(s) and the Management Committee a written notice of dispute following which the provisions of this clause apply.
- (b) The written notice referred to in paragraph (a) must:
 - identify the subject matter of the dispute or complaint;
 - set out the facts upon which the dispute or complaint is based;
 - identify the provisions of the Management Statement relevant to the dispute or complaint;

Approved Form 9	Strata Management Statement	Sheet 28 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

have annexed copies of all correspondence and background information relevant to the dispute or complaint; and

contain any particulars of quantification of the dispute or complaint.

17.3 Management Committee to negotiate

Within fourteen (14) days after a Member serves a dispute notice under clause 17.1, the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If the parties cannot agree on a time and place, they must meet at the offices of the Strata Manager at an agreed time, on the day which is fourteen (14) days after the dispute notice was served, to try to resolve the dispute by negotiation.

17.4 Mediation

If the parties cannot resolve any dispute arising under or concerning this Management Statement by negotiation under clause 17.2, then the parties must first refer the dispute to mediation. The mediator must be appointed by an office bearer of the Australian Commercial Disputes Centre and the parties agree to do all things necessary on their part to enable such a mediation to proceed, including without limitation all payments payable to the Australian Commercial Disputes Centre and any mediator appointed by that body of their one-half (1/2) share of any costs incurred with respect to such mediation. The parties must:

- (a) mediate the dispute according to the dispute mediation rules of the Law Society of New South Wales, within fourteen (14) days after the mediator is appointed by the office bearer of the Australian Commercial Dispute Centre;
- (b) if the parties cannot agree on a mediation timetable or location, then the mediation timetable will be established by the mediator appointed and the location, being in Sydney, New South Wales.


17.5 Expert Decision

If a dispute cannot be resolved by mediation under clause 17.4 then the dispute may be submitted for final determination to an expert to be agreed upon between the parties or failing agreement by such expert as may be nominated for that purpose by the President for the time being of the New South Wales Law Society.

17.6 Expert instructions

The parties must instruct the expert appointed under clause 17.5 that the expert:

- (a) must act as an expert and not as an arbitrator; and
- (b) may decide on rules of conduct and enquire into the dispute as that person thinks fit, including hearing representations and taking advice from people that person considers appropriate; and

Approved Form 9	Strata Management Statement	Sheet 29 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (c) must give a written decision including reasons within one (1) month of being appointed.

17.7 Decisions

The expert's decision in clause 16.6 is final and binding on the parties to the extent permitted by Law.

17.8 Costs

Unless the person decides otherwise:

- (a) each party must pay its own costs in connection with the dispute under this clause 17; and
- (b) the costs of referring the dispute to an expert and that expert's costs and the cost of enquiries by the expert must be shared equally between the parties.

17.9 Pre-Condition

A party must not begin legal proceedings (other than for an interlocutory, interim or urgent injunction) in connection with a dispute under this Management Statement unless that dispute has been first decided by a person appointed under clause 17.5 or the person appointed under clause 17.5 has failed to give a decision within a reasonable time after that person's appointment.


17.10 Information confidential

A Member must not divulge any confidential information obtained from another Member under this clause 17 other than to their legal or financial advisers for the purposes of resolving the complaint or dispute otherwise as required by Law.

18. Obligations and rights of the Members, Owners and Occupiers

18.1 General Obligations of the Members

- (a) The Members, Owners and Occupiers must:
- (b) ensure the Management Committee is and remains properly constituted in accordance with the Act and this Management Statement;
- (c) ensure the insurance is effected and maintained in accordance with clause 21, the Act and this Management Statement;
- (d) comply with the terms of the Easements;

Approved Form 9	Strata Management Statement	Sheet 30 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (e) pay any cost incurred as a Shared Costs in the relevant proportions specified in this Management Statement or as determined in accordance with this Management Statement;
- (f) ensure the Management Committee is properly constituted;
- (g) comply with the decisions of the Management Committee;
- (h) comply with the By-Laws;
- (i) comply with the Architectural Code for One The Waterfront;
- (j) comply with the At and this Management Statement;
- (k) promptly pay the contributions for the Shared Facilities and other amounts they owe under this Management Statement; and
- (l) effect and maintain the insurance required by this Management Statement and the Act.


18.2 Nature of Members' obligations

- (a) The obligations of the Members under this Management Statement are several and not joint and accordingly, no Member incurs a liability to another party by reason only of the default of another Member;
- (b) Each Member:
 - must promptly comply with its obligations contained or implied in this Management Statement; and
 - is responsible for its own acts and those of its contractors, employees and agents in occupying or using parts of another Member's property and release that other Member, its contractors, employees and agents from any costs, claims or liability unless the other Member, its contractors, employees, Representatives or agents have been negligent.

18.3 Maintenance of obligations

Except for Shared Facilities, subject to his Management Statement and the Easements, each Member, Owner and Occupier must, at the cost of the Member:

- (a) maintain and keep in good repair the part of One The Waterfront owned or occupied by the Member, Owner or Occupier;
- (b) maintain and keep in good repair the external appearance of One The Waterfront owned or occupied by the Member, Owner or Occupier; and

Approved Form 9	Strata Management Statement	Sheet 31 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (c) maintain, inspect and operate plant and equipment owned or used exclusively by the Member, Owner or Occupier to a standard recommended by the manufacturer or the applicable Australian Standard.

18.4 Members' responsibility

The Members, Owners and Occupiers:

- (a) are liable for damages for the loss caused to another Member or Owner or Occupier or a person who must comply with this Management Statement, property caused by things they do or fail to do (including consequential damage or loss) in occupying or using parts of another Member's property; and
- (b) releases the other Member or Owner or Occupier from any costs, claims or liability except costs, claims or liability to the extent caused or contributed to by the Member otherwise entitled to the benefit of that release.

19. Budget

19.1 Preparation of Budget

The Management Committee must prepare a budget for each twelve (12) month period showing how much money or monies will be required for:

- (a) operating, maintaining, renewing, insuring and replacing the Shared Facilities; and
- (b) any other Shared Costs.

19.2 Timeframe for First Budget

The Management Committee must prepare the first budget within three (3) month after the Management Committee is established.


19.3 What funds must the Management Committee establish

Within 3 months after the Management Committee is established, the Management Committee must establish:

- (a) the administrative fund; and
- (b) the capital works fund.

19.4 Payments – Fund

The Management Committee must:

Approved Form 9	Strata Management Statement	Sheet 32 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (a) use the administrative fund to pay the day to day expenses of operating and maintaining Shared Facilities such as maintenance costs, operational costs, insurance costs and administrative costs;
- (b) use the capital works fund to pay for the renewal and replacement of Shared Facilities;
- (c) hold Funds in the capital works fund in a manner which readily identifies the respective accumulated contributions of each Member; and
- (d) deduct expenditure from the capital works fund from the respective accumulated contributions of each Member as shown in Schedule 1 (or otherwise by Unanimous Resolution and failing upon obtaining a Unanimous Resolution then the amount to be deducted for each Member shall be the Member's Proportion).

19.5 Preparing Budgets

Subject to the Management Statement, the Management Committee must prepare a budget for each twelve (12) month period showing:

- (a) how much money it will need during that period for the Fund; and
- (b) the income the Management Committee budgets to receive in that period.

19.6 Budget details

A budget must contain itemised dates of:

- (a) each Shared Facilities and Shared Costs for which a Member is responsible to contribute under the Fund;
- (b) the proportion which each Member must contribute to each Shared Facilities and Shared Costs; and
- (c) the amount of the proportion which each Member must contribute to each Shared Facilities or Shared Costs.


19.7 Budget requirements

The Management Committee must budget enough money to comply with its obligations under this Management Statement and the Act.

20. Contributions

20.1 Management Committee – contributions

The Management Committee must:

Approved Form 9	Strata Management Statement	Sheet 33 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (a) levy Members the contribution it will need for the Fund for each twelve (12) month period. The amount of contributions must coincide with the budget prepared by the Management Committee under clause 19; and
- (b) levy the first contribution within one month after the budget has been approved; and
- (c) coincide the contribution cycle with the budget cycle in clause 19.

20.2 Procedures for determining contributions

Contributions are due and payable by Members in equal quarterly instalments in advance (or for other periods reasonably determined by the Management Committee).

20.3 12-month contributions

The Management Committee must decide contributions for each twelve (12) month period at a Meeting.

20.4 Contribution details

The person who convenes a Meeting to determine contributions must include with the notice of the Meeting:

- (a) the budget prepared by the Management Committee according to clause 19;
- (b) the current Financial Statement prepared by the Management Committee according to clause 20.7(a).


20.5 Insufficient funds

The Management Committee must levy Members additional contributions to the Fund if it cannot pay its debts for a twelve (12) month contribution period.

20.6 Additional funds Meeting

The person who convenes a Meeting to determine additional contributions must include with the notice of the Meeting a budget prepared by the Management Committee for the remainder of the twelve (12) month contribution period which shows:

- (a) how much money the Management Committee will need for the remainder of the period for the Fund for which the additional contributions will be levied; and
- (b) income which the Management Committee knows it will receive for that Fund during the remainder of the period.

Approved Form 9	Strata Management Statement	Sheet 34 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

20.7 Preparing Financial Statements

Within two (2) months after the end of each twelve (12) month contribution period, the Management Committee must:

- (a) prepare Financial Statements for each of its accounts; and
- (b) have its accounts audited by a qualified auditor.

20.8 Financial Statements

The Management Committee must prepare Financial Statements for each of its accounts:

- (a) from the date of the last Financial Statement to within 2 months after the next contribution period starts; and
- (b) where possible, in time for Members which are Corporations to include in their budgets their portion of costs under this Management Statement.

20.9 Details of Financial Statements


Each Financial Statement(s) must show for the Fund:

- (a) details of income and expenditure;
- (b) the balance carried forward from the last period;
- (c) particulars and amounts of each item of income;
- (d) particulars and amounts of each item of expenditure;
- (e) the cash in the Fund at the end of the Period;
- (f) the balance of the Fund;
- (g) contribution arrears for each Member;
- (h) the amount of credit or debit in the Fund; and
- (i) other relevant information.

21. Insurance or Indemnity – Can we make each stratum responsible for the excess if a claim is made for their lot

21.1 Required Insurances

- (a) The Management Committee must effect and maintain insurances for:

Approved Form 9	Strata Management Statement	Sheet 35 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

the full insurable value of the structure of One The Waterfront in accordance with the Act; and

Public Liability Insurance for liability not less than \$20,000,000.00 for any one claim or such higher amount as the Management Committee may determine by Resolution; and

machinery breakdown insurance for the Shared Facilities plant and equipment which is not covered under warranty; and


workers compensation insurance if required by Law; and

increased costs during the period of insurance.

- (b) All policies are to be taken out with an Approved Insurer in the names of the Management Committee, and, if applicable, any mortgagees in possession holding under a registered mortgage for their respective rights and interests.
- (c) Duplicate copies of all policies and all renewal certificates and endorsement slips are to be held by the Management Committee (or the Strata Manager) and certified copies must be supplied to each Member upon request.
- (d) The Management Committee must effect and maintain the insurances throughout the operation of this Management Statement and without limitation must:
 - at least every three (3) years appoint an appropriately qualified expert (with at least 5 years' experience in insurance valuations for buildings of this type) to advise it as to the adequacy and appropriateness of the Insurances; and
 - allow for insurance premium cost increases which may occur during the period of such Insurances.
- (e) The Management Committee must effect as a Shared Cost office bearers liability cover for all Representatives and Replacement Representatives Members of the Management Committee.
- (f) To the extent possible at law, if any part of a claim made by the Management Committee relates to the property of a particular Stratum or Owners Corporation, then the Owner of that Stratum or that Owners Corporation (as the case may be) must reimburse the Management Committee the excess (or if part of the claim is for Stratum property, the appropriate portion of the excess) payable in relation to that insurance claim.

21.2 Valuation

The Management Committee must have One The Waterfront valued for insurance purposes at least every three (3) years from the date this Management Statement is registered or such

Approved Form 9	Strata Management Statement	Sheet 36 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

other period as is prescribed by the Act. The valuation must be done by a qualified valuer or quantity surveyor who has:

- (a) a minimum of 5 years' experience; and
- (b) experience in valuing for insurance purposes project properties like One The Waterfront.

21.3 Insurance records

The Management Committee must keep with its records all duplicate or certified copies of the insurances policies, renewal certificates and endorsements for insurances it effects under this Management Statement.

21.4 Basis of Apportionment

Premiums for the insurance are to be paid by the Members in the proportions set out in Schedule 1 and consistent with section 162 of the Act.


21.5 Total or Partial Destruction of One The Waterfront

In the event One The Waterfront or any part of One The Waterfront being totally destroyed or so extensively damaged as to render the repair or making good of such damage impractical or undesirable, the following alternatives will apply:

- (a) the Members will, from the insurance money available and to the extent this may be insufficient, from their own money in the relevant proportions reinstate One The Waterfront or that part of One The Waterfront substantially in accordance with its original design and the Architectural Code for One The Waterfront or that part of One The Waterfront; or
- (b) if the Members by unanimous Resolution agree that the Building is to be rebuilt to a different design and agree upon the plans and specifications relating to that design, then the Members will, from the insurance monies available and to the extent that this may be insufficient, from their own monies, in the relevant proportions stipulated in Schedule 2, prepare the land for the new building and then construct One The Waterfront or that part of One The Waterfront in accordance with the agreed plans and specifications; or
- (c) if the Members by Unanimous Resolution agree that:

One The Waterfront or that part of One The Waterfront is not to be reinstated; and

One The Waterfront or that part of One The Waterfront is not to be rebuilt to a different design, the Members will promptly demolish One The Waterfront or that part of One The Waterfront and clear the land or that part of the land of all improvements, structures, rubbish and debris and following the demolition

Approved Form 9	Strata Management Statement	Sheet 37 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

clearance being carried out to the satisfaction of the Members then no Member will have a claim against another Member.

- (d) If the Members acting reasonably are unable to reach agreement under sub paragraphs (b) or (c) then sub paragraph 21.1(a) must apply.

21.6 Insurance not to be Voided

A Member must not at any time do, permit or omit or suffer to be done, committed or omitted any act, matter or thing upon One The Waterfront or to bring or keep anything on One The Waterfront so that any Insurance may be rendered void or voidable or the rate or premium of any Insurance be liable to be increased, unless, in the latter case, the relevant Member promptly pays all additional premiums required.

21.7 Indemnity

- (a) Each Member agrees that where its agents, contractors, employees, members and servants are permitted to occupy and use any part of another Member's property in One The Waterfront, those parties will:

do so at their own risk;

release to the extent not excluded By Law that other Member, its agents, contractors, employees and servants from any:

claims and demands of any kind;

liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near that other Member's property or One The Waterfront,


unless the damage, death or injury is caused by negligence of that other Member or its agents, contractors, employees, members or servants.

- (b) To the extent possible at law, if any part of a claim made by the Management Committee relates to the property of a particular Stratum, then the owner of that Stratum must reimburse the Management Committee the excess (or if part of the claim is for property of a Stratum, the appropriate portion of the excess) payable in relation to that insurance claim.

22. Shared Facilities

22.1 What are Shared Facilities?

A number of facilities and services in One The Waterfront are used by two (2) or more Members. These facilities are called the Shared Facilities. The Shared Facilities include:

Approved Form 9	Strata Management Statement	Sheet 38 of 81 sheets
Registered:  12.10.2018	Office Use Only	Office Use Only SP98432

- (a) the Shared Facilities (with a description of each) in Schedule 1;
- (b) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service one Member's part of One The Waterfront;
- (c) any rooms or areas in which Shared Facilities are located;
- (d) the maintenance, repair, operation, cleaning and replacement of Shared Facilities and any other areas which are required to be maintained or a contribution to maintenance made to Council;
- (e) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (f) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (g) the inspection of Shared Facilities (if applicable) by an Authority; and
- (h) the certification of Shared Facilities for the purposes of the Law.


22.2 Management of Shared Facilities

Subject to this Management Statement, the Management Committee:

- (a) must operate, manage, control, maintain, repair and replace the Shared Facilities;
- (b) may appoint and contract with parties to perform its functions in relation to Shared Facilities; and
- (c) may make rules relating to the use and enjoyment of the Shared Facilities.

22.3 Maintenance of Shared Facilities

- (a) Members must maintain, repair and where necessary replace the Shared Facilities forming part of that Member's Strata Scheme or Stratum Lot.
- (b) The Management Committee may at its discretion arrange for and procure the carrying out of maintenance, repair or replacement of the Shared Facilities as if it were the Member responsible under the Act to maintain, repair or replace the Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot common property). If the Management Committee carries out maintenance, repair or replacement of Shared Facilities (being part of a Member's Strata Scheme or Stratum Lot common property) it must pay for the repair and maintenance out of money standing in the accounts referred to in clause 22.12.

Approved Form 9	Strata Management Statement	Sheet 39 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (c) The Management Committee may direct, by notice in writing, a Member ordinarily responsible under Act to carry out maintenance, repair or replacement of Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot common property) to carry out maintenance, repair and replacement of any Shared Facilities referred to in the notice. If the Management Committee gives a notice directing the Member to carry out maintenance, repair or replacement of Shared Facilities, the Member must carry out the maintenance, repair and replacement and the Management Committee must pay the full cost to the Member out of money standing in the accounts referred to in clause 22.12 and when the cost becomes due for payment.

22.4 Who may use Shared Facilities?

This Management Statement may specify which Members and other persons are entitled to use and enjoy a Shared Facility or may restrict use of a Shared Facility. If the enjoyment or use of a Shared Facility is not restricted, the Shared Facility is available for use and enjoyment of each Member, Owner and Occupier according to this Management Statement.

22.5 Changing and adding to Shared Facilities

The Management Committee may, by Unanimous Resolution:


- (a) add Shared Facilities, if it identifies Shared Facilities;
- (b) create new Shared Facilities;
- (c) change existing Shared Facilities;
- (d) change the use of existing Shared Facilities;
- (e) modify or replace existing Shared Facilities;
- (f) extend Shared Facilities; or
- (g) determine a charge for a Shared Facilities where Schedule 1 does not make provision for a charge.

The Members must amend Schedule 1 to reflect anything the Management Committee resolves to do under this clause.

22.6 Using approved contractors

Many of the Shared Facilities in One The Waterfront are highly technical and affect other components in One The Waterfront. As a result:

- (a) the Shared Facilities, the Shared Facilities building works and Shared Facilities Services must be maintained to a high standard; and

Approved Form 9	Strata Management Statement	Sheet 40 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (b) only contractors approved by the Management Committee may do structural building works and maintain or replace the Shared Facilities.

22.7 Contractors used

The Management Committee must:

- (a) appoint and make sure that contractors approved by it are always available to maintain the Shared Facilities and do structural building works; and
- (b) give each Member a list of current approved contractors.

22.8 Approving contractors

The Management Committee may make a decision to approve a contractor in its absolute discretion. The Members, Owners, and Occupiers must use approved contractors for all work described in this clause.


22.9 Damage to Shared Facilities

A Member, Owner or an Occupier must:

- (a) use Shared Facilities only for their intended purposes;
- (b) immediately notify the Management Committee if they know about damage to or a defect in a Shared Facility; and
- (c) compensate the Management Committee for any damage to any Shared Facilities caused by them, their visitors or persons doing work in One The Waterfront on their behalf.

22.10 Management Committee and Contractor Access

- (a) In addition to any rights at Law, the Management Committee and its employees and contractors may access any part of a Lot or Common Property to operate, inspect, test, treat, use, maintain, repair or replace the Shared Facilities and otherwise to comply with this Management Statement.
- (b) In exercising its rights referred to in clause 22.9(a), the Management Committee must:
- give reasonable prior notice to the relevant Lot Owner (excepting in any emergency situation if it is not practical to do so);
- not unreasonably interfere with the quiet enjoyment of the Lot depending upon the circumstances; and
- make good any damage to a Lot occasioned by this access.

Approved Form 9	Strata Management Statement	Sheet 41 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

23. Additional expenses contribution

If the Management Committee is faced with additional expenses which it cannot immediately meet from funds accumulated after levying each Member then it must impose a further contribution on each Member to meet the additional expenses as determined by the Management Committee in accordance with the appropriate formula for allocation.

24. Establishing accounts

- 24.1 The Management Committee may establish 2 accounts for contributions to Shared Costs:
- (a) a capital works fund to pay for renewals and replacement of Shared Facilities; and
 - (b) an administrative fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs that are not capital works fund costs.
- 24.2 The Management Committee must levy the first contribution within three (3) months after this Management Statement is registered.
- 24.3 The Management Committee must budget and levy sufficient contributions for its funds under clause 24.1 to comply with its obligations under this Statement.

25. Shared Costs


25.1 Shared Facilities reports

Within two (2) months after the expiration of each twelve-month (12-month) period, the Management Committee must provide to each Member a duly audited report comprising but not limited to:

- (a) a statement of income and expenditure;
- (b) the balance carried forward from the previous period and the cash in hand at the end of the current period; and
- (c) the particulars of any arrears of contributions.

25.2 Shared Facilities- Bank Account

- (a) The Management Committee must open a bank or building society account and pay into it all amounts received under this clause 25. Withdrawals from that account must only be used for purposes permitted under this Management Statement or in accordance with a Unanimous Resolution authorising an expenditure of money.

Approved Form 9	Strata Management Statement	Sheet 42 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (b) The Management Committee may place money in an interest-bearing deposit account at a bank or building society. If this account earns interest, the Management Committee may:

credit it to one of the Management Committee's accounts; or

pay it to the Members in shares decided by the Management Committee.

25.3 Apportioning Shared Facilities Costs

- (a) The Shared Facilities and the method used to apportion the costs of the Shared Costs are set out in Schedule 1, and Schedule 2 has a detailed breakup of the GFA;


- (b) The assumptions upon which the proportions are placed on the following:

The Building's Facilities are accessible by all tenants;

As at the date of registration of the first strata plan subdividing a Stratum Lot, the Building's Facilities are shared amongst the Stratum Lots as per the Schedule 1, and the GFA of each Stratum Lot is as follows:

- (A) Stratum Lot 3 – 14.79%;
 - (B) Stratum Lot 4 – 22.71%;
 - (C) Stratum Lot 5 – 15.22%;
 - (D) Stratum Lot 6 – 47.28%.
- (c) The Member's Proportion for each Member will change upon registration of any subsequent strata plan subdividing a Stratum Lot or part of a Stratum Lot.
- (d) All water supply will be individually metered.
- (e) All gas supply will be metered via a central system.
- (f) All fire services are shared proportionally amongst the Building Tenants.

Schedule 1 sets out how much each Member must contribute towards the Shared Costs of the Shared Facilities. The Management Committee must charge Members for Shared Facilities according to Schedule 1. If Schedule 1 does not make a provision for a charge, then each Member must contribute as determined by Unanimous Resolution and failing upon obtaining a Unanimous Resolution then the amount to be contributed by each Member shall be the Member's Proportion.

Approved Form 9	Strata Management Statement	Sheet 43 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

25.4 Payment of Shared Costs by Members

Members must pay their proportion of the Shared Costs for Shared Facilities according to Schedule 1 (or according to the determination of the Management Committee if there is no provision in Schedule 1 for that cost).

Subject to the description of each Shared Facility in Schedule 1, Shared Costs relating to the Shared Facilities include Shared Costs for:

- (a) the maintenance, repair, operating, cleaning and replacement of the Shared Facilities;
- (b) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;
- (c) labour used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;
- (d) the inspection of Shared Facilities (if applicable) by an Authority; and
- (e) the certification of Shared Facilities for the purposes of the Law.


25.5 Changing Shared Costs for the Shared Facilities

- (a) Subject to this clause, the Management Committee may, by Unanimous Resolution, change the Shared Costs, add new Shared Costs or adjust the division of Shared Costs for Shared Facilities in Schedule 1.
- (b) As soon as practicable after any change in the Shared Facilities (or the use of any Shared Facilities), and at least once every 5 years, the Management Committee must review the Shared Costs, to ensure the apportionment of Shared Costs remains fair. As part of this review, the Management Committee must obtain a report from at least one quantity surveyor or other suitably qualified person.

25.6 Requirements for Changing Costs

The Management Committee may, by Unanimous Resolution change the Shared Costs, add new Shared Costs or adjust the division of Shared Costs for Shared Facilities only if:

- (a) the Shared Costs for Shared Facilities will be more fairly divided; and
- (b) the fairness of the division of Shared Costs is supported by at least two expert consultants reports (unless all Members agree to waive this requirement).

Approved Form 9	Strata Management Statement	Sheet 44 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

25.7 Changing Facilities - Pre-Conditions

Before the Management Committee changes the cost, adds new costs or adjusts the division for Shared Facilities the Management Committee must resolve to deal with the Shared Facility under clause 22.5 and at least one of the following must occur:

- (a) the Management Committee identifies new Shared Facilities;
- (b) the use of Shared Facilities changes;
- (c) Shared Facilities are repaired, modified or replaced; or
- (d) anything else happens which affects the Shared Costs of the Shared Facilities.

The Members must amend Schedule 1 to reflect anything the Management Committee resolves to do under this clause. A copy of the altered Schedule 1 must be provided to each Member, within fifteen (15) Business Days after such alteration has occurred.

25.8 Paying Contributions

Subject to this clause, the Management Committee must give each Member at least thirty (30) days' notice, called a Payment Notice, before the Fund contribution is due. The Payment Notice must be in writing and must show:

- (a) the total contribution to be raised;
- (b) the portion of the contribution the Member must pay; and
- (c) the date the payment is due.


If the Management Committee has to raise Funds in an Emergency, it may give less than thirty (30) days' notice of the contribution.

25.9 Banking money and interest on accounts

The Management Committee must deposit all contributions and other money paid to the Management Committee by Members or otherwise into its bank or building society accounts.

25.10 Drawing from accounts

The Management Committee may withdraw money from its accounts only to meeting its obligations under or arising from this Management Statement.

Approved Form 9	Strata Management Statement	Sheet 45 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

25.11 Late payments

A Member must:

- (a) pay the Management Committee interest on any amount the Member owes the Management Committee under this Management Statement but not paid on time; and
- (b) pay interest from (and including) the date on which the payment as due until the date it was paid.

25.12 Interest

The Management Committee must calculate interest on daily balances at the rate equal to ten percent (10%) per annum (unless otherwise specified in the Act or regulations to the Act) borne on the unpaid contribution.

25.13 Debt

The Management Committee may recover unpaid contributions and other money owed to it under this Management Statement as a debt.

25.14 Dealing with surplus Funds

If there is surplus money in the Fund at the end of a budget cycle under this clause, the Management Committee may distribute it between the Members in shares decided by the Management Committee. When deciding the shares for the distribution of surplus money according to this clause, the Management Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus Funds. The Management Committee may decide to distribute surplus Funds under this clause only by Resolution.

25.15 Adjustments


If there has been an overpayment by a Member, that amount must be credited against the Member's proportion for the next ensuing quarter period.

25.16 Defaulting Member

If a Member fails to comply with a valid Payment Notice that Member shall immediately become a Defaulting Member.

25.17 Obligations of Members on Default by a Member

If a Member to whom a Payment Notice has been given is a Defaulting Member, the following apply:

Approved Form 9	Strata Management Statement	Sheet 46 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

(a) the money payable by the Defaulting Member may be recovered by the Management Committee from the Defaulting Member as a debt due and owing together with interest at the rate in accordance with clause 25.10, such interest to be computed on a daily basis from the date on which the payment is due until the date upon which it is paid.

(b) while a Member remains a Defaulting Member:

neither it nor its Representative or Replacement Representative on the Management Committee is entitled to exercise a vote at any Management Committee Meeting or any Emergency Meeting;

the requirement of a quorum in clause 9.1 will be varied to reduce the quorum by deleting the requirements for the presence of a Representative of the Defaulting Member; and

it is not entitled to request a Meeting or Emergency Meeting of the Management Committee under clause 8.1 or submit a proposal to the Management Committee under clause 15.1.

25.18 Dispute Shared Costs

If there is a dispute about the proportion of a Member's Shared Costs for a Shared Facility or Shared Facilities, the Member must pay according to the proportion in Schedule 1 (or according to clause 25.3 and Schedule 2 if there is no provision in Schedule 1 for that Shared Cost). After the Member and the Management Committee resolve the dispute, the Members of the Management Committee must pay any necessary adjustments.

25.19 Dispute – Negotiation, Mediation Arbitration


If a dispute about the proportion of a Member's Shared Costs for a Shared Facilities or Shared Facility is determined under clause 17.5, the negotiator, mediator or expert who determines the dispute must determine any adjustments the Member or the Management Committee must pay.

25.20 Clarification

If a Member requires clarification of an amount it is requested to pay under this Management Statement or a Payment Notice, it may within seven (7) days of receipt of a Payment Notice notify the Management Committee (or the Strata Manager) that it requires the matter to be clarified, identifying the matters and setting out any facts, which need clarification together with any further relevant particulars.

25.21 GST

(a) In this clause 25.21:

Approved Form 9	Strata Management Statement	Sheet 47 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

“GST”, “Input Tax Credit”, “Supply”, “Supplies”, “Taxable Supply” and “Tax Invoice” may have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*; and

a reference to payment being made or received includes a reference to consideration other than money being given or received.

- (b) The Management Committee must comply with the GST legislation (including lodging Business Activity Statements when required).
- (c) The Shared Costs for the Shared Facilities and any other consideration payable under this Management Statement by the Members has not been calculated to include GST.
- (d) The Member must pay to the Management Committee, on each date the Member must make payment for a Taxable Supply under this Management Statement, an additional amount equal to the GST, payable on the Taxable Supply or component of the Supply for which that payment is made.

26. Security


26.1 Security control at One The Waterfront

Security of One The Waterfront is important to all Members, Owners and Occupiers. To maintain an integrated security system, this Management Statement regulates access and security issues and the use of security equipment (e.g. the provision of security keys).

26.2 Restricting access to parts of One The Waterfront

The Management Committee may:

- (a) close off or restrict access to the Members, Owners and Occupiers to parts of One The Waterfront to which they do not require access to get to a Lot which they own or occupy; and
- (b) subject to this Management Statement, restrict access to the Shared Facilities.
- (c) secure doors or gates in One The Waterfront between the hours determined are appropriate to preserve the security of One The Waterfront and to protect the Members, Owners and Occupiers and their property.
- (d) not restrict access to a Strata Scheme without the consent of the Owners’ Corporation for that Strata Scheme.

Approved Form 9	Strata Management Statement	Sheet 48 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

27. Powers of the Management Committee to act on behalf of the Members

27.1 Powers

Each Member agrees that the Management Committee (or a person appointed by the Management Committee) may act as agent for all the Members and make legal proceedings about:

- (a) failure of a Member to pay Fund contributions;
- (b) the failure of a Member or Owner or Occupier to comply with their obligations under this Management Statement.

27.2 Attorney

Each Member appoints the Management Committee as its agent and attorney to enable the Management Committee or a person appointed by the Management Committee to take any action authorised by a Resolution made by the Management Committee according to this Management Statement.

27.3 Members

This clause does not prevent a Member from taking legal proceedings in its own name.

28. Consents by the Management Committee

28.1 Consent

The Management Committee may give consents under this Management Statement at a Meeting or an Emergency Meeting. Unless a clause states otherwise, the Management Committee may give consents under this Management Statement by Resolution.


28.2 Conditions

The Management Committee may make conditions if it grants consent under this Management Statement.

28.3 Revoked Consent

The Management Committee may revoke its consent if the person who has been granted the consent does not comply with:

- (a) conditions made by the Management Committee when it granted the consent; and
- (b) the clause under which the Management Committee granted the consent.

Approved Form 9	Strata Management Statement	Sheet 49 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

29. Owners Corporation By-Laws and Cost Recovery

29.1 By-Laws and Strata Management Statement subject to this Management Statement

An Owners Corporation by law for its Strata Scheme and a Sub-Strata Management Statement are to be read subject to the terms and conditions of this Management Statement and in the event of any conflict, this Management Statement shall prevail.

29.2 Changing By-Laws

An Owners Corporation may change, alter, cancel or amend the by-laws for its Strata Scheme, provided:

- (a) the Owners Corporation must consult with the Management Committee prior to making the alteration, amendment, change or amendment to the by-law; and
- (b) the alteration, amendment, change or amendment to the by-law must not conflict with this Management Statement.

29.3 Recovering False Fire Alarm fees


- (a) An Owner or Occupier must not trigger a False Fire Alarm, and must use all reasonable endeavours to ensure that their Occupiers and invitees do not trigger a False Fire Alarm.
- (b) If an Owner or Occupier breaches this by-law, the Management Committee may recover from the Owner's Stratum Lot, from the Owner (if they breached the by-law) or from the Occupier or the relevant Lot Owner (if the Occupier breached the by-law), the charge issued to the Management Committee for that False Fire Alarm and the expenses of recovering those costs.
- (c) A Debt will, if not paid within a month of sending the invoice to the responsible person or notifying the responsible person of the Debt, bear interest at the same rate as unpaid contributions under section 85 of the Managing Act.
- (d) The Management Committee may recover all of its expenses of recovering a Debt on an indemnity basis.

30. Letterboxes

30.1 If a Strata Scheme's letterbox is located outside that Strata Scheme's Stratum Lot, then those letterboxes are a Shared Facility for the sole benefit of that Strata Scheme.

30.2 If you are the Owner or Occupier of a Strata Lot, then:

- (a) you may only access and use the letterbox allocated to your Lot's Strata Scheme;

Approved Form 9	Strata Management Statement	Sheet 50 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018	SP98432	

- (b) must not attempt to access or otherwise interfere with any other letterboxes;
- (c) you must ensure that upon the sale or transfer of your Strata Lot that all keys to the letterbox which corresponds with your Strata Lot are delivered to the new owner; and
- (d) you must keep the area in the immediate vicinity of the letterboxes in a neat and tidy condition and not leave any mail or other items, including junk mail, on any part of that Stratum or in litter bins in that Stratum.

30.3 The Owners Corporation for a Stratum must ensure that the Owners and Occupiers of the Strata Lots in that Stratum comply with this by-law.


31. Loading Docks

- 31.1 The loading docks located in the Car Park are Shared Facilities.
- 31.2 The Management Committee may make rules about the use of the loading docks.
- 31.3 Owners and Occupiers may use the Loading Docks to transport furniture, large objects or deliveries to or from the Lot, subject to this Management Statement (and specifically clauses 31 and 33).
- 31.4 Owners and Occupiers who use Loading Docks must:
 - (a) Not allow vehicles to stand in the Loading Docks for longer than is reasonably necessary for the unloading of delivered items and collection of items;
 - (b) Leave the Loading Docks in a neat, tidy and sanitary condition; and
 - (c) Comply with all Rules made by the Committee and directions of the Facilities Manager about the use of the Loading Docks.
- 31.5 Subject to any Rules, Owners and Occupiers of Strata Lots who wish to move furniture into or out of a Lot must pre-book a time for the use of a Loading Dock with the Management Committee or the Facilities Manager.

32. Car Park

- (a) Some areas of the Car Park and the Car Park facilities in One The Waterfront are a Shared Facility and are subject to Shared Costs which are apportioned and levied in accordance with Schedule 1.
- (b) The Owner or Occupier of a Lot who is allocated a Car Space for that Lot must:

park only in the Car Space allocated to the Lot;

Approved Form 9	Strata Management Statement	Sheet 51 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

only drive in the direction indicated by arrows in the Car Park;

when driving a motor vehicle in the Car Park not exceed the speed of 10 kph;

co-operate with other Lot Owners or Occupiers in the Car Park; and

keep the Car Space clean and tidy.

- (c) The Owner or Occupier of a Lot who is allocated a Car Space and the rights to the Car Park must not:

park vehicles greater than the size of the Car Space;

use the Car Space of another Owner or Occupier of a Lot; or

create a noise within the Car Park or in the Car Space which is likely to interfere with the peaceful enjoyment of Owner or Occupier of another Lot or of any person lawfully using the Car Park;

assign the security keys, access keys and necessary access devices for the Car Park without the consent of the Management Committee; or

assign or lease the Car Space within the Car Park without the consent of the Management Committee, which may not be unreasonably withheld.

- (d) The Management Committee must:

maintain clean and service the Shared Facilities areas, including the mechanical ventilation, water sumps, access system, entrance gates and ramp;


provide adequate security for the Car Park;

issue each Owner or Occupier who has a Car Space in the Car Park access keys, security keys and necessary access devices for the Car Park.

- (e) The Management Committee may charge an Owner or an Occupier of a Lot a fee charge or bond for the issue of access keys, security keys and necessary devices for the Car Park under clause (c).

- (f) the Owners and Occupiers of a Lot must notify the Management Committee properly if an access key, security key or necessary access device is lost or misplaced by the relevant party.

- (g) The Management Committee, Owners and Occupiers of a Lot acknowledge the rights of the Owners and Occupiers of a Lot to use the Shared Facilities, including the mechanical ventilation, water sumps, fire control devices which are contained in easements for the Car Park created under the *Conveyancing Act 1919* (NSW).


Approved Form 9	Strata Management Statement	Sheet 52 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

33. Use of One The Waterfront in relation to movement of stock, goods, furniture

- (a) An Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to or from the Lot through One The Waterfront or the Car Park, without sufficient notice to the Strata Manager or the Facilities Manager. The Strata Manager has the absolute discretion to limit such movement of furniture, large objects or deliveries to a specific time, so to limit the inconvenience to an Owner or Occupier of another Lot.
- (b) An Owner or Occupier of a Lot transporting items as specified in sub-paragraph (a) must use the protective material required to be used by the Strata Manager or the Management Committee when transporting any item in or across through One The Waterfront.
- (c) The Management Committee may resolve by Resolution that furniture, large objects or deliveries to and from the Lot are to be transported through or on One The Waterfront (whether in the building or not) in a specified manner.
- (d) If the Management Committee has specified by Resolution, the manner in which furniture and large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on One The Waterfront except in accordance with that Resolution.

34. Garbage disposal

- (a) Subject to all the requirements of Council, each Owner or Occupier must ensure the removal of garbage from their Lot on a regular basis.
- (b) Garbage may be stored or disposed of by each Owner or Occupier only in the relevant designated Garbage Disposal Area (until collection).
- (c) The Management Committee must devise rules including a garbage removal system for the removal of garbage from the Garbage Disposal Area. The rules including the garbage removal system, must incorporate or address:
 - permitted means, times and regularity of disposal;
 - disposal routes and locations for temporary parking during collection of garbage from the Garbage Disposal Area;
 - permitted pick-up areas (if any);
 - location of garbage removal;

Approved Form 9	Strata Management Statement	Sheet 53 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

storage of garbage;

containment of garbage;

regularity of garbage removal;

washing of bins;

segregation of recycling from general garbage; and

special garbage requirements generally,

and may also incorporate or address other matters as determined by the Management Committee from time to time.

- (d) The Management Committee must procure a contractor, which may be but does not need to be a caretaker or manager appointed by the Management Committee, to:

ensure the removal or disposal of all garbage from the Garbage Disposal Area on at least a weekly basis, which may be done by Council;

clean the Garbage Disposal Area on at least weekly basis; and

conduct daily inspections of Common Property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until collection.

- (e) The Management Committee and each Owners Corporation must allow the Council and its agents to enter the Parcel at reasonable times and to operate vehicles and other equipment for the purpose of collection of garbage and recycling, and to collect that garbage and recycling.

- (f) An Owner or Occupier must:


comply with all requirements of Council concerning the type of garbage which is the subject of disposal;

drain and securely wrap in an impermeable material all garbage and store garbage in the Garbage Disposal Area until collection;

not dispose of any kind of liquid substances in the Garbage Disposal Area;

dispose of recyclable material in recycling bins in the Garbage Disposal Area;

ensure that the Owner or Occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the Owners or Occupiers of other Lots;

Approved Form 9	Strata Management Statement	Sheet 54 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

comply with the garbage removal rules, including garbage removal system put in place by the Management Committee.

- (g) The Management Committee must advise each Owner of the garbage removal rules and any changes to such rule, including providing details of the garbage removal system.
- (h) Each Owner must display in its Lot at all times a copy of the current garbage removal rules of the Management Committee, including details of the garbage removal system.
- (i) Each Owner acknowledges and agrees that this by- law is required by Council and it must be maintained at all times and cannot be revoked or amended unless Council expressly agrees otherwise.

35. Provision of Services

35.1 What are the powers of the Management Committee?


Subject to sub-clause 35.2, the Management Committee has the power to supply the following services to Members, Owners and Occupiers:

- (a) electricity supply;
- (b) gas supply;
- (c) water supply; and
- (d) any other supply or service.

35.2 When can the Management Committee supply services?

The Management Committee has the power to supply the services referred to in clause 35.1 to Members, Owners or Occupiers if:

- (a) it decides to do so by Ordinary Resolution;
- (b) there would be significant cost savings if the Management Committee purchases the service in bulk and supplies to its Members, Owners or Occupiers;
- (c) the Management Committee reasonably determines it would be beneficial to the operation and management of the Building for the Management Committee to supply the service; or
- (d) if Member, Owner or Occupier tasks the Management Committee to supply the service.

Approved Form 9	Strata Management Statement	Sheet 55 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

35.3 Power to enter into Contracts

The Management Committee has the power to enter into contracts and agreements with the providers of services.

35.4 Disconnecting a service

The Management Committee has the power to disconnect a service to a Member, an Owner or Occupier who does not pay the Management Committee for the service according to this Management Statement only in the following circumstances:

- (a) if the disconnection does not interfere with the provision of that service to another Member, Owner or Occupier who has paid the Management Committee for the service; and
- (b) reasonable notice has been given to the Member, Owner or Occupier whose service is being disconnected.

35.5 Matters the Management Committee must take into account

In considering whether to supply a service to Members, Owners or Occupiers, the Management Committee must determine:


- (a) How it will recover costs from Owners and Occupiers who may connect to the service (who are not Members);
- (b) How the service will be metered; and
- (c) Whether the service will be a Shared Facility.

36. Using approved Contractors

36.1 Overview

Many of the Shared Facilities in the Building are highly technical and affect other components in the development. As a result:

- (a) Shared Facilities, building works and services must be maintained to a high standard; and
- (b) only contractors and consultants approved by the Management Committee may do structural building works and maintain or replace Shared Facilities.

Approved Form 9	Strata Management Statement	Sheet 56 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

36.2 Obligations of the Management Committee

- (a) The Management Committee must:
- appoint and make sure that contractors and consultants approved by it are always available to maintain Shared Facilities and do structural building works; and
 - give each Member a list of current approved contractors and consultants.
- (b) The Management Committee may make a decision to approve a contractor or consultant in its absolute discretion.

36.3 Obligations of Members, Owners and Occupiers

Member, Owners and Occupier: must only use contractors approved by the Management Committee for all work described in this clause.

37. Damage to Shared Facilities

37.1 Members, Owners and Occupiers must:

- (a) use Shared Facilities only for their intended purposes;
- (b) immediately notify the Management Committee if they know about damage to or a defect in a Shared Facility, and
- (c) compensate the Management Committee for any damage to Shared Facilities caused by the relevant Member. Owner or Occupier, their visitors or persons doing work in the Building on their behalf.


38. Restricting access to Shared Facilities

Subject to this Management Statement, the Management Committee may restrict access to the Shared Facilities.

39. Access to the Building

39.1 Access Control

- (a) in addition to its powers under the Act, an Owners Corporation has the power to:
- close off or restrict by security key access to its Common Property (or parts of it); and

Approved Form 9	Strata Management Statement	Sheet 57 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

allow the Facilities Manager and security personnel to use part of its Common Property to operate or monitor security of the Strata Scheme. The Owners Corporation may exclude Owners and Occupiers from using these areas.

- (b) An Owners Corporation may close off or restrict access to facilities in its Common Property if this will help to control and administer the facilities.

39.2 Obligations of the Owners Corporation

Where necessary the Owners Corporation will or will direct the Facilities Manager to provide security keys and access control devices that enable Owners and Occupiers to access their respective car spaces and Lots at all times.

39.3 Members, Owners and Occupiers rights and obligations

- (a) Members, Owners and Occupiers must:

take all reasonable steps not to lose security keys and access control devices;

return security keys and access control devices to the Management Committee if they are not needed;

notify the Facilities Manager immediately if a security key or access control device is lost; and

comply with the reasonable instructions of the Facilities Manager or Management Committee about security keys and, in particular, about re-coding and returning security keys and access control devices.

- (b) Members, Owners and Occupiers must not:

copy a security key or access control device; or


give a security key or access control device to someone who is not a Member, an Owner or an Occupier.

39.4 Who owns security keys?

Security keys and access control devices belong to the Management Committee.

39.5 Managing the security key system

The Management Committee will keep an up-to date register of the persons holding security keys and access control devices.

Approved Form 9	Strata Management Statement	Sheet 58 of 81 sheets
Registered:  12.10.2018	Office Use Only	Office Use Only SP98432

40. Shared Facilities for the sole use of certain Members

40.1 Overview

If any Shared Facility is identified in Schedule 1 as being for the sole use of any Member, this clause 40 enables that Member to rectify faults and defects in that Shared Facility.

40.2 Rights of the Member

Subject to compliance with the other provisions of this clause 40, a Member:

- (a) may at its cost operate, maintain, repair and, where necessary, replace a Shared Facility in respect of which the Member is identified in Schedule 1 as the sole user; and
- (b) gain access to the Shared Facility by the most direct route through Strata Schemes and Stratum Lots.

40.3 Rectifying Damage


A Member must promptly rectify any damage they cause to the Building when they exercise their rights under this clause 40. If a Member fails to comply with this clause the Management Committee may rectify such damage and recover the reasonable costs of rectification from the Member. Those costs must be paid within 30 days of the Management Committee providing the Member with an invoice for those costs and any information reasonably required to assess those costs.

41. Further strata management statements

41.1 What a Member must do if it proposes to subdivide its Stratum Lot by a Strata Plan

If a Member proposes to subdivide its Stratum Lot by registration of a strata plan, the Member must:

- (a) use its reasonable endeavours to obtain an exemption from the Registrar under the Act to the lodgement of a strata management statement with the proposed Strata Plan on the basis that a strata management statement is already in force with respect to the Building; and
- (b) if the Member does not obtain an exemption from the Registrar under the previous subclause, register a short form strata management statement that refers to this Statement as the operative document; and
- (c) pay all costs associated with the preparation and lodgement of the necessary documents, including the short form strata management statement.

Approved Form 9	Strata Management Statement	Sheet 59 of 81 sheets
Office Use Only		Office Use Only
Registered:  12.10.2018		SP98432

41.2 What is a short form Strata Management Statement?

A short form strata management statement is a document registered with the proposed Strata Plan that:

- (a) complies with the SSD Act;
- (b) refers to this Management Statement as the operative document; and
- (c) has force and effect as if the initial registered strata management statement is set out in full in the short form strata management statement.

41.3 Endorsement of Consent

Members, Owners and Occupiers with interests registered on the title for any Stratum Lot must:

- (a) give their consent to a strata management statement that complies with this clause 41; and
- (b) do all things reasonably necessary to ensure that the Member can lodge the Strata Plan and the strata management statement (if applicable) for registration, including signing documents and producing certificates of title.

42. Restricted Period


- (a) During the Restricted Period and without the consent of the Management Committee, the Developer may (or may procure to):

undertake any construction or demolition work on the Parcel, and do anything reasonably necessary to carry out that construction or demolition work, including:

- (A) entering any part of the Parcel;
- (B) taking anything onto any part of the Parcel;
- (C) allowing stationary and mobile cranes to enter the airspace of any part of the parcel (with or without load);
- (D) erecting scaffolding on any part of the Parcel; and
- (E) creating dust;

install temporary services or disconnect services;

augment or change the location of Shared Services;

Approved Form 9	Strata Management Statement	Sheet 60 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018	SP98432	

place temporary signs, structures, building material, fences, plant and equipment including cranes, hoardings and/or scaffolding;

create construction noise and interference for the purposes referred to in clause (a); and


access any part of the Parcel for the purposes referred to in this clause (a).

- (b) The Developer must obtain all appropriate consents from all necessary Authorities to undertake the matters referred to in clause (a) and in applying for such consents the Management Committee, if required, must promptly evidence its consent to such application(s).
- (c) In relation to the matters referred to in clauses (a)(ii), (iii) and (vi), the Developer must provide the Management Committee with reasonable notice (except if an emergency when no notice is required) of its requirement to avail itself of these clauses and the detail of what the Developer intends to do.
- (d) During the Restricted Period:
 - the Developer may (or may procure to) carry out Selling Activities anywhere within One The Waterfront and without the consent of the Management Committee; and
 - no Owner other than the Developer may erect or permit or direct the erection of any "For Sale" or "To Let" sign, or any other Sign anywhere on the Parcel, including within a Lot visible from outside that Lot;
 - no Owner, Occupier, Owners Corporation or the Management Committee may object to, vote against or make oral or written submissions against any application to any Authority for or in relation to the future development or construction of any part of the Parcel, or procure that any other person do any of those things.
- (e) The Developer must obtain all appropriate consents from all necessary Authorities to undertake the Selling Activities referred to in sub-paragraph (d) and in applying for such consents the Management Committee, if required, must promptly evidence its consent to such application(s).

43. Variation to Management Statement

43.1 Variation by Developer

- (a) Each Owner acknowledges that the Developer may require this Management Statement to be varied or replaced for the purposes of updating the Shared Facilities or Shared Costs.

Approved Form 9	Strata Management Statement	Sheet 61 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (b) In the event the Developer requires this Management Statement to be varied or replaced for the purposes of updating the Shared Facilities or Shared Costs:

each Owner and Occupier hereby irrevocably consents to such variation or replacement;

each Owner and Occupier directs the Management Committee to do all such things reasonably necessary to effect the Developer's required variation or replacement; and

the Management Committee must sign all documents and do all things necessary to enable the Developer to register any such required document to effect the variation or replacement required.

43.2 Variation to Management Statement to comply with Statement of Commitments as imposed by consent authorities


- (a) The Management Statement may be further amended in the Restricted Period to further comply with commitments as imposed by the various consent authorities. Such may include:

Provision of bicycle storage, showers and changing facilities for employees and bicycle storage for residents;

Provision of train and bus timetables to staff and residents;


Facilitation of provision of a small commuter vehicle to transport elderly and inform residents to Hurstville Railway Station and for local shopping trips to the CBD; and

Co-ordinated Car Share Scheme.


Approved Form 9	Strata Management Statement	Sheet 62 of 81 sheets
Registered:	Office Use Only	Office Use Only
	12.10.2018	SP98432

Schedule 1: Shared Facilities and Services and Shared Cost Allocations


No.	Shared facility or Shared Service	Location within the Development	Description	Method of Allocation	Maintenance	Lot 3**	Lot 4**	Lot 5**	Lot 6**
Electricity Services									
1.1.	Main Switch Room	Lower Ground Level	This shared facility includes but is not limited to: 1. the electrical switch room; 2. includes the room, the switchboard, shared metres, controls and associated equipment; 3. the cleaning, maintenance, repairs and replacement; and 4. lighting globe replacement	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*	Monthly Visual Inspection / Annual detailed inspection	21.42%	32.89%	22.05%	23.64%
1.2.	Main Distribution Frame (MDF)	Lower Ground Level	Main Distribution Frame for telecommunications includes but not limited to: 1. all telephone equipment other than the property of service 2. all wiring 3. all lighting and electricity consumption for the room 4. room ventilation	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*	Monthly Visual Inspection / Annual detailed inspection	21.42%	32.89%	22.05%	23.64%
1.3.	External Lighting	External Common Areas	Provide light to all external common areas	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	27.39%	42.06%	28.19%	2.36%
1.4.	Lighting for Parking Levels	Lower Ground Level lots 4, 5 and 6	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	27.39%	42.06%	28.19%	2.36%
1.5.	Emergency Exit Lighting	Lower Ground to Roof Top Common Areas	Provide a adequate lighting to all emergency exit pathways	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	27.39%	42.06%	28.19%	2.36%
1.6.	MATV System	Lower Ground Level	This shared facility is the Master Antenna Television System bringing free to air television to the building. Costs include repairs and maintenance to associated infrastructure but not limited to antennas and cabling.	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4 and 5.	Routine monitoring	28.03%	43.07%	28.87%	0.00%
1.7.	Communication Room	Lower Ground Level	This shared facility is the master communication room which distributes all cabling into each unit.	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4 and 5.	Routine monitoring	28.03%	43.07%	28.87%	0.00%
1.8.	Sub-Station		To serve power to the Building		No cost / No maintenance	Nil			

Approved Form 9	Strata Management Statement	Sheet 63 of 81 sheets
Office Use Only	Office Use Only	
Registered:  12.10.2018		SP98432


Hydraulic Services									
2.1	Rainwater Tank	Basement	Capture rainwater	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area *	Inspections and repairs as necessary	24.74%	37.98%	25.46%	11.82%
2.2	Rainwater Tank Pump	Lower Ground Level	Distributes rainwater out of the tank into the water system	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area *	Inspections and repairs as necessary	24.74%	37.98%	25.46%	11.82%
2.3	On-Site Detention Tank (OSD)	Basement	Provide temporary storage for stormwater run-off	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area *	Inspections and repairs as necessary	24.74%	37.98%	25.46%	11.82%
2.4	On-Site Detention Pump	Lower Ground Level	Pump stormwater out of the OSD tank into the drainage system	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area *	Inspections and repairs as necessary	24.74%	37.98%	25.46%	11.82%
2.5	Sewer Tank	Lower Ground Level		The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area *	Inspections and repairs as necessary	24.74%	37.98%	25.46%	11.82%
2.6	Sewer Pumps	Lower Ground Level		The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area *	Inspections and repairs as necessary	24.74%	37.98%	25.46%	11.82%
2.7	Gutters and Downpipes	Entire Development	This shared facility includes all guttering and downpipes located on the building Costs include cleaning, repair and replacement of the gutters, downpipes and floor waste.	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area *	Inspections and repairs as necessary	27.39%	44.05%	28.19%	2.38%
2.8	Subsurface drainage system and stormwater	Entire Development	This shared facility includes: 1. Stormwater; and 2. the drainage system for the building including draining for roof water, downpipes, hydraulic pipes and stormwater drainage; and 3. all hydraulic, subsoil pumps, pits and stormwater grates and drains. Costs include repairs and maintenance and the replacement of the Subsurface Drainage System and Stormwater This shared facility does not include any parts of the drainage system which are for the exclusive use of a Member, Owner or Occupier.	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area *	Inspections and repairs as necessary	14.79%	22.71%	15.22%	47.28%
2.9	Cold Water System	Lower Ground Level	Measure the volume of water through each unit / lot	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4 and 5.	Inspections, servicing and maintenance	28.05%	43.07%	28.87%	0.00%
2.10	Hot Water System	Entire Lots 3, 4 and 5	To supply hot water	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4 and 5.	Inspections and repairs as necessary	28.05%	43.07%	28.87%	0.00%
2.11	Hot Water Plant Room	Roof level Lots 3, 4 and 5	To maintain hot water systems	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4 and 5.	Inspections and repairs as necessary	28.05%	43.07%	28.87%	0.00%
Fire Services									
3.1	Water Hydrant	Lower Ground Level	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area *	Inspection and testing as required by Australian Standards	14.79%	22.71%	15.22%	47.28%
3.2	Fire Hydrant Booster	Lower Ground Level	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area *	Inspection and testing as required by Australian Standards	14.79%	22.71%	15.22%	47.28%
3.3	Sprinkler System	Entire Development	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area *	Inspection and testing as required by Australian Standards	14.79%	22.71%	15.22%	47.28%
3.4	Sprinkler Pump (Diesel)	Lower Ground Level	Pump water through the sprinkler system in case of a fire	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area *	Inspection and testing as required by Australian Standards	14.79%	22.71%	15.22%	47.28%

Approved Form 9	Strata Management Statement	Sheet 64 of 81 sheets
Office Use Only		Office Use Only
Registered:		
 12.10.2018		SP98432


3.5	Fire Indicator Panel (FIP)	Lower Ground Level	Control the fire alarm system	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	14.79%	22.7%	15.22%	47.28%
3.6	Fire Control Room (FCR)	Lower Ground Level	Control all Fire Services within the building	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	14.79%	22.7%	15.22%	47.28%
3.7	Hydrant Pumps	Lower Ground Level	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	14.79%	22.7%	15.22%	47.28%
3.8	Hydrant Hose Reels	Entire Development	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	14.79%	22.7%	15.22%	47.28%
3.9	Portable Fire Extinguishers	Entire Development	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	14.79%	22.7%	15.22%	47.28%
3.10	Hydrant Pipes	Entire Development	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	14.79%	22.7%	15.22%	47.28%
3.11	Essential Fire Services	Entire Development	<p>The essential fire services are an integrated fire system located throughout the building. These include without limitation:</p> <ol style="list-style-type: none"> 1. the combined fire hydrant and sprinkler system and all booster pumps, valves, storage tanks and pipework associated with the fire hydrant and sprinkler system; 2. the fire tanks and alarm valve room; 3. all fire hose reels and fire extinguishers; 4. the fire line rental and test ralls; 5. the EWS and fire alarm systems including speakers, alarms and associated electrical components; 6. the fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; 7. stair pressurisation systems including all motors, fans, ducting, grills, filters, electrical components forming part of the emergency lighting system; 8. the emergency lighting system including all light fittings, batteries and other components forming part of the emergency lighting system; 9. the fire indicator panel and mimic panel together with their associated electrical components; and 10. all other items and features associated with the integrated fire system. <p>Costs for essential fire services also include the costs to comply with any obligations of the committee regarding fire safety such as testing, reporting and annual certification.</p> <p>This does not include additional fire safety equipment or services installed in a lot by a member, owner or occupier and does not include any fire stairs.</p>	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	14.79%	22.7%	15.22%	47.28%
3.12	Smoke Detectors	Entire Development	To comply with Australian Standards	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	14.79%	22.7%	15.22%	47.28%
3.13	Stair Pressurisation	Entire Development	To keep smoke out of the fire stairs and circulate air	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	14.79%	22.7%	15.22%	47.28%
3.14	Fire Stairs and egress paths	Entire Development	<p>This shared facility includes all Fire Stairs and egress paths within the Building. Costs include:</p> <ol style="list-style-type: none"> 1. cleaning maintenance 2. annual certification and 3. repairs and maintenance 	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*	Inspection and testing as required by Australian Standards	14.79%	22.7%	15.22%	47.28%

Approved Form 9	Strata Management Statement	Sheet 65 of 81 sheets
Registered:  12.10.2018	Office Use Only	Office Use Only <h1 style="margin: 0;">SP98432</h1>


<i>Waste Management and Loading Dock</i>									
4.1	Loading Dock	Lower Ground Level Lot 4	The Loading Dock includes but is not limited to: 1. Driveway and Parking for loading dock 2. General Cleaning	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*	Routine monitoring	27.39%	42.06%	26.19%	2.36%
4.2	Waste management Contractor	N/A	Contractor to collect / dispose of waste	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*	N/A	27.39%	42.06%	26.19%	2.36%
4.3	Waste Store Room	Lower Ground Level	Area for bulk garbage disposal	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*	Routine monitoring	27.39%	42.06%	26.19%	2.36%
4.4	Garbage Room	Entire Development	Area for general garbage disposal	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*	Routine monitoring	27.39%	42.06%	26.19%	2.36%
<i>Lift Services</i>									
5.1	Accessible Lifts and community lifts	Accessible Lift Nos B1, Platform Podium Lift 1 and Platform Podium Lift 2	Transportation system for the building, incl. Platform lifts	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspections, servicing and maintenance	27.39%	42.06%	26.19%	2.36%
5.2	Lifts	Lift Nos. A1, A2, B2 and G1	Transportation system for the building	These items are not deemed a shared facility. If there are any items that require repair / maintenance, the costs will be incurred through the respective Capital Works Fund Plan of each Stratum Lot.	Inspections, servicing and maintenance	Nil			
5.3	Accessible Lifts and community lifts	1. Accessible Lift Nos. H1, H2, J1 and J2 2. Community Lift Nos. D1, D2, E1 and E2	Transportation system for the building, incl. Platform lifts	N/A	Not yet constructed, no cost / maintenance required.	Nil			
<i>Mechanical Services</i>									
6.1	Parking Levels Air Supply (Fan)	Lower Ground Level	Supply air throughout the basement levels	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspections, servicing and maintenance	27.39%	42.06%	26.19%	2.36%
6.2	Car Park Exhaust / Ventilation	Lower Ground Level	To ventilate fumes through ducting and into the atmosphere	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspections, servicing and maintenance	27.39%	42.06%	26.19%	2.36%
6.3	Mechanical Rise and carpark exhaust plant and associated equipment	Lower Ground Level	To ventilate fumes through ducting and into the atmosphere	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*	Inspections, servicing and maintenance	27.39%	42.06%	26.19%	2.36%
<i>Common Area & Security Services</i>									
7.1	Cleaning Shared Areas Gardening including all open space areas	Communal Areas / Seating Area / Landscaping	The open space areas include but is not limited to: 1. Awnings (repair and maintenance) 2. Signage 3. Cleaning 4. Regular gardening and landscape maintenance and replacement (including furniture) 5. Lighting, electrical, power 6. operating, repairing and maintaining the irrigation system, and general repair and maintenance. 7. Pedestrian accessways (cleaning and gardening).	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*	Routine monitoring and regular maintenance	21.42%	32.69%	22.05%	23.64%
7.2	Shared Driveways and Ramps	Lower Ground Level	This shared facility includes all shared driveways and ramps within the building. Costs include but not limited to: 1. cleaning maintenance 2. light globe replacement 3. line markings 4. signage; and 5. repair and maintenance	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*	Routine monitoring	14.79%	22.71%	15.22%	17.28%

Approved Form 9	Strata Management Statement	Sheet 66 of 81 sheets
Office Use Only		Office Use Only
Registered:		SP98432
 12.10.2018		

7.3	Gas Supply / Metering	Lower Ground Level	Measure the volume of gas through each unit / lot	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4 and 5.	Inspections, servicing and maintenance	28.05%	43.07%	28.87%	0.00%
7.4	Car Wash Bay	Lower Ground Level Lot 2		The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4 and 5.	Routine monitoring and regular maintenance	28.05%	43.07%	28.87%	0.00%
7.5	Exterior Paintwork and Render	Entire Development	This shared facility includes all exterior surfaces which are painted and/or rendered. Costs include cleaning, repair and replacement of the render, maintenance and repainting.	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4 and 5.	To be captured in subsequent capital works funds throughout lifecycle of development	28.05%	43.07%	28.87%	0.00%
7.6	Exterior Architecture/Facade embellishments	Entire Development	This shared facility includes all architectural facade embellishments including louvers. Costs include cleaning, repair and maintenance.	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4 and 5.	To be captured in subsequent capital works funds throughout lifecycle of development	28.05%	43.07%	28.87%	0.00%
7.7	Residential lobby	Entire Development	This shared facility is all lobby areas located on and above Lower Ground Level and all basements. Costs include cleaning, repair, maintenance, replacement and electricity costs. Costs also include the costs of artwork or other forms of decoration installed in the residential lobby from time to time.	The proportion of the GFA included in the relevant stratum lots to the aggregate of the total GFA in stratum lots 3, 4 and 5.	To be captured in subsequent capital works funds throughout lifecycle of development	28.05%	43.07%	28.87%	0.00%
7.8	Swing Gate	Lower Ground Level Lot 3	Security gate enabling access by the tenants / visitors of the respective stratum lots	Lot 3 Use Only	Inspections, servicing and maintenance	100.00%	0.00%	0.00%	0.00%
	Swing Gate	Lower Ground Level Lots 4, 5 and 6		The proportion of the GFA for stratum lots 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	58.21%	39.02%	2.77%
7.9	Vehicle Access Card Reader & Intercom	Lower Ground Level Lot 3	Security device enabling access by the tenants / visitors of the respective stratum lots	Lot 3 Use Only	Inspections, servicing and maintenance	100.00%	0.00%	0.00%	0.00%
	Vehicle Access Card Reader & Intercom	Lower Ground level Lots 4, 5 and 6		The proportion of the GFA for stratum lots 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	58.21%	39.02%	2.77%
7.10	Mailroom / Letter Boxes	Lower Ground Level Lot 3	Costs for the mailroom / letter boxes include repair, maintenance, cleaning and replacement	Lot 3 Use Only	Routine monitoring	100.00%	0.00%	0.00%	0.00%
	Mailroom / Letter Boxes	Lower Ground level Lots 4, 5 and 6		The proportion of the GFA for stratum lots 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	58.21%	39.02%	2.77%
7.11	Plant Rooms & Associated equipment	Entire Lot 3	The Plant rooms include but not limited to: 1. Ventilation; 2. Smoke extraction systems; 3. gas, water, drainage; and 4. cleaning and lighting	Lot 3 Use Only	Inspections, servicing and maintenance	100.00%	0.00%	0.00%	0.00%
	Plant Rooms & Associated equipment	Entire Lots 4, 5 and 6		The proportion of the GFA for stratum lots 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*		0.00%	43.26%	29.00%	17.74%
7.12	Roof	Roof Level entire development (excl. Community Facilities)	This shared facility is all rooftop of each building, the cost includes but is not limited to: 1. Waterproofing; 2. General Cleaning; 3. Repair and replacement; 4. Regular maintenance.	This items is not deemed a shared facility, the associated works in rooftop terrace covering the individual stratum lots will be their sole responsibility. If there are any items that require repair / maintenance, the costs will be incurred through the respective Capital Works Fund Plan.	To be captured in subsequent capital works funds throughout lifecycle of development	Nil			
Residential Manager									
8.1	Administration	If applicable		The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*		14.79%	22.71%	15.22%	47.28%
8.2	Audit Fees	If applicable		The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*		14.79%	22.71%	15.22%	47.28%
8.3	Accounting / BAS	If applicable		The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*		14.79%	22.71%	15.22%	47.28%
8.4	Bank Charges	If applicable		The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*		14.79%	22.71%	15.22%	47.28%
8.5	Financial Statement	If applicable		The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*		14.79%	22.71%	15.22%	47.28%
8.6	Occupational Health & Safety Report	If applicable		The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*		14.79%	22.71%	15.22%	47.28%

Approved Form 9	Strata Management Statement	Sheet 67 of 81 sheets
Registered:  12.10.2018	Office Use Only <h1 style="margin: 0;">SP98432</h1>	

8.7	Insurance's	if applicable	The proportion of the GFA for stratum lots 3,4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*		14.79%	22.73%	15.22%	17.28%
8.8	Taxation	if applicable	The proportion of the GFA for stratum lots 3,4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.**		14.79%	22.73%	15.22%	17.28%
8.9	Legal Fees	if applicable	The proportion of the GFA for stratum lots 3,4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.**		14.79%	22.73%	15.22%	17.28%
8.10	Professional Fees for Building Manager	if applicable	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*		21.42%	32.89%	22.05%	23.64%
8.11	Professional Fees for Strata Manager	if applicable	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*		21.42%	32.89%	22.05%	23.64%
8.12	Professional Fees for Security	if applicable	The proportion of the GFA for stratum lots 3, 4 and 5 and a fair proportion of the land area for stratum lot 6 based on its estimated use of the facility, to the aggregate of the total combined area.*		21.42%	32.89%	22.05%	23.64%
Community facilities								
9.1	Internal Road (Anaffi Drive)	Ground Level Lot 1	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*	Routine monitoring and regular maintenance	14.79%	22.73%	15.22%	17.28%
9.2	Bay Park	Ground Level Lot 1 (if applicable)	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.**	Routine monitoring and regular maintenance	14.79%	22.73%	15.22%	17.28%
9.3	Club	Ground Level Lot 2 (if applicable)	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.**	Routine monitoring and regular maintenance	14.79%	22.73%	15.22%	17.28%
9.4	Electrical Car Chargers	Lower Ground Level Lot 6	The proportion of the GFA for stratum lots 3, 4 and 5 and the land area for stratum lot 6 to the aggregate of the total combined area.*	Inspection, servicing and maintenance	14.79%	22.73%	15.22%	17.28%
9.5	Rooftop Terrace / outdoor movie theatre	Roof level Buildings D and E	This shared facility is all rooftop terrace, the cost includes but is not limited to: 1. Water proofing; 2. General Cleaning; 3. Repair and replacement; 4. Regular maintenance.	Not yet constructed, no cost / maintenance required	Nil			
9.6	Roof Top Sky Walk	Roof Level Lot 6	bridge that connects Building D and Building E	Not yet constructed, no cost / maintenance required	Nil			
*Total Combined Areas: The sum of the total GFA in the relevant stratum lot nos. 3, 4 and 5 and the land area (development area) of stratum lot 6. **Lot 1: Community Facilities (Proposed Anaffi Drive and Bay Park) **Lot 2: Community Facilities (Proposed Club) **Lot 3: Stage 1 (Building A) **Lot 4: Stage 1 (Building B) **Lot 5: Stage 1 (Building G) **Lot 6: Development Land Area for Stage 2 and Future Stage(s) (Buildings C, D, E, F, H and J)								

Approved Form 9	Strata Management Statement	Sheet 68 of 81 sheets
Office Use Only		Office Use Only
Registered:		
 12.10.2018		SP98432

Schedule 2: GFA CALCULATION

GFA Summary		Lot 3			Lot 4		Lot 5			Lot 6 Land Area	Total Area (m ²)	
Building Level	Description	F.E.C.A* (m ²)	U.C.A** (m ²)	G.F.A*** Total (m ²)	F.E.C.A* (m ²)	U.C.A** (m ²)	G.F.A*** Total (m ²)	F.E.C.A* (m ²)	U.C.A** (m ²)	G.F.A*** Total (m ²)	Land Area On Ground Level (m ²)	Total Area (m ²)
Lower Ground	Resident's Areas				95	31	124	89	25	119		243
Level 1 (Ground Floor)	Resident's Areas	790	147	737	885	108	998	440	41	481		13,810
Level 2	Resident's Areas	826	135	961	905	152	1,041	457	35	547		1,519
Level 3	Resident's Areas	826	135	961	905	152	1,041	457	35	547		1,519
Level 4	Resident's Areas	826	135	961	905	152	1,041	457	35	547		1,519
Level 5	Resident's Areas	826	135	961	905	152	1,041	457	35	547		1,519
Level 6	Resident's Areas	332	144	475	445	62	512	457	35	547		1,305
Level 7	Resident's Areas				445	62	512	457	35	547		1,025
Level 8	Resident's Areas				445	62	512	457	35	547		1,025
Total		3,400	697	4,097	5,506	785	6,290	3,729	487	4,216	13,094	27,698


Lot 3 - Building A

Building Level	Description	F.E.C.A* (m ²)	U.C.A** (m ²)	G.F.A*** Total (m ²)
Lower Ground	Residential Areas	0	0	0
Level 1	Residential Areas	590	147	737
Level 2	Residential Areas	826	135	961
Level 3	Residential Areas	826	135	961
Level 4	Residential Areas	826	135	961
Level 5	Residential Areas	332	144	475
Level 6	Residential Areas	0	0	0
Level 7	Residential Areas	0	0	0
Level 8	Residential Areas	0	0	0
Total		3,400	697	4,097

* F.E.C.A (Fully Enclosed Covered Area): The sum of all such areas at a building floor levels, including basements (except unexcavated portions), floored roof spaces and attics, garages, penthouses, enclosed porches and attached enclosed covered ways alongside building, equipment rooms, lift shafts, vertical ducts, staircases and any other fully enclosed spaces and useable areas of the building, computed by measuring from the normal inside face of exterior walls but ignoring any projections such as plinths, columns, piers and the like which project from the normal inside face of exterior walls. It shall not include open courts, light wells, connecting or isolated covered ways and net open areas of upper portions of rooms, lobbies, halls interstitial spaces and the like which extend through the storey being computed.

** U.C.A (Unenclosed Covered Area): The sum of all such areas at a building floor levels, including roofed balconies, open verandahs, porches and porticos, attached open covered ways alongside buildings, undercrofts and useable space under buildings, unenclosed access galleries (including ground floor) and any other trafficable covered areas of the building which are not totally enclosed by full height walls, computed by measuring the area between the enclosing walls or balustrade (ie from the inside face of the UCA excluding the wall or balustrade thickness). When the covering element (ie roof or upper floor) is supported by columns, is cantilevered or is suspended, or any combination of these, the measurements shall be taken to the edge of the paving or to the edge of the cover, whichever is the lesser. UCA shall not include eaves overhangs, sun shading, awnings and the like where these do not relate to clearly defined trafficable covered areas, nor shall it include connecting or isolated covered ways.

*** G.F.A (Gross Floor Area): The sum of the Fully Enclosed Covered Area and Unenclosed Covered Area as defined.

Approved Form 9	Strata Management Statement	Sheet 69 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432


Lot 4 - Building B

Building Level	Description	F.E.C.A* (m2)	U.C.A** (m2)	G.F.A*** Total (m2)
Lower Ground	Residential Areas	93	31	124
Level 1	Residential Areas	889	108	998
Level 2	Residential Areas	909	132	1,041
Level 3	Residential Areas	909	132	1,041
Level 4	Residential Areas	909	132	1,041
Level 5	Residential Areas	449	62	512
Level 6	Residential Areas	449	62	512
Level 7	Residential Areas	449	62	512
Level 8	Residential Areas	449	62	512
Total		5,506	785	6,290

* F.E.C.A (Fully Enclosed Covered Area): The sum of all such areas at all building floor levels, including basements (except unexcavated portions), floored roof spaces and attics, garages, penthouses, enclosed porches and attached enclosed covered ways alongside building, equipment rooms, lift shafts, vertical ducts, staircases and any other fully enclosed spaces and useable areas of the building, computed by measuring from the normal inside face of exterior walls but ignoring any projections such as plinths, columns, piers and the like which project from the normal inside face of exterior walls. It shall not include open courts, light wells, connecting or isolated covered ways and net open areas of upper portions of rooms, lobbies, halls interstitial spaces and the like which extend through the storey being computed.

** U.C.A (Unenclosed Covered Area): The sum of all such areas at all building floor levels, including roofed balconies, open verandahs, porches and porticos, attached open covered ways alongside buildings, undercrofts and useable space under buildings, unenclosed access galleries (including ground floor) and any other trafficable covered areas of the building which are not totally enclosed by full height walls, computed by measuring the area between the enclosing walls or balustrade (ie from the inside face of the UCA excluding the wall or balustrade thickness). When the covering element (ie roof or upper floor) is supported by columns, is cantilevered or is suspended, or any combination of these, the measurements shall be taken to the edge of the paving or to the edge of the cover, whichever is the lesser. UCA shall not include eaves overhangs, sun shading, awnings and the like where these do not relate to clearly defined trafficable covered areas, nor shall it include connecting or isolated covered ways.

*** G.F.A (Gross Floor Area): The sum of the Fully Enclosed Covered Area and Unenclosed Covered Area as defined.

Approved Form 9	Strata Management Statement	Sheet 70 of 81 sheets
Office Use Only		Office Use Only
Registered:  12.10.2018		SP98432


Lot 5 - Building G

Building Level	Description	F.E.C.A* (m2)	U.C.A** (m2)	G.F.A*** Total (m2)
Lower Ground	Residential Areas	89	29	119
Level 1	Residential Areas	440	41	481
Level 2	Residential Areas	457	59	517
Level 3	Residential Areas	457	59	517
Level 4	Residential Areas	457	59	517
Level 5	Residential Areas	457	59	517
Level 6	Residential Areas	457	59	517
Level 7	Residential Areas	457	59	517
Level 8	Residential Areas	457	59	517
Total		3,729	487	4,216

*F.E.C.A (Fully Enclosed Covered Area): The sum of all such areas at all building floor levels, including basements (except unexcavated portions), floored roof spaces and attics, garages, penthouses, enclosed porches and attached enclosed covered ways alongside building, equipment rooms, lift shafts, vertical ducts, staircases and any other fully enclosed spaces and useable areas of the building, computed by measuring from the normal inside face of exterior walls but ignoring any projections such as plinths, columns, piers and the like which project from the normal inside face of exterior walls. It shall not include open courts, light wells, connecting or isolated covered ways and net open areas of upper portions of rooms, lobbies, halls interstitial spaces and the like which extend through the storey being computed.

**U.C.A (Unenclosed Covered Area): The sum of all such areas at all building floor levels, including roofed balconies, open verandahs, porches and porticos, attached open covered ways alongside buildings, undercrofts and useable space under buildings, unenclosed access galleries (including ground floor) and any other trafficable covered areas of the building which are not totally enclosed by full height walls, computed by measuring the area between the enclosing walls or balustrade (i.e. from the inside face of the UCA excluding the wall or balustrade thickness). When the covering element (i.e. roof or upper floor) is supported by columns, is cantilevered or is suspended, or any combination of these, the measurements shall be taken to the edge of the paving or to the edge of the cover, whichever is the lesser. UCA shall not include eaves overhangs, sun shading, awnings and the like where these do not relate to clearly defined trafficable covered areas, nor shall it include connecting or isolated covered ways.

*** G.F.A (Gross Floor Area): The sum of the 'Fully Enclosed Covered Area' and 'Unenclosed Covered Area' as defined.

Approved Form 9	Strata Management Statement	Sheet 71 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

Schedule 3: Architectural Code

1. Overview

1.1 Purpose of this Architectural Code

The purpose of this Architectural Code is to control the external appearance of the Building and Apartments (including the Apartment Common Areas) by governing any works to be undertaken within the Building in order to:

- (a) preserve the design integrity and architectural quality of the Building;
- (b) maintain the high aesthetic standards that make the Building an attractive and desirable place from which to reside; and
- (c) uphold property values for the Owners.

1.2 What does this Architectural Code Regulate?

This Architectural Code regulates all Works to be undertaken within the Building.

1.3 Who must comply with this Architectural Code?

The Owners Corporation, Owners (and other parties bound by the Statement) must comply with this Architectural Code. A reference in this Architectural Code to an "Owner" includes a reference to an Occupier of that Owner's Apartment (and other parties bound by the Statement).

1.4 Can this Architectural Code be varied?


The Owners Corporation may vary the provisions contained in this Architectural Code as it considers to be in the best interest of the Building from time to time in accordance with the Statement. The Owners Corporation shall notify the Owners of any variation to this Architectural Code as soon as practicable after such variation.

1.5 Disputes

The dispute resolution provisions contained in the Statement apply to any dispute as to the interpretation or application of this Architectural Code and to any dispute with respect to the granting or refusal of any consent under this Architectural Code.

1.6 Definitions and Interpretation

Except where the context otherwise requires, the definitions and rules of interpretation contained in the Statement, of which this Architectural Code forms part, apply to this

Approved Form 9	Strata Management Statement	Sheet 72 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

Architectural Code.

2. Architectural Standards

2.1 Alterations to Apartment's Appearance


An Owner must not, except as otherwise provided in the Statement, carry out any Works to any building, structure, external area or Façade (including any Apartment Common Areas) which substantially changes the external appearance of the Apartment from that approved by the Owners Corporation (and the Relevant Authorities) as at the time of construction including, without limitation, any changes to or the erection of:

- (a) the colour of any surface;
- (b) the type or quality of the materials used (unless such materials are of a higher quality);
- (c) the reflective nature of any surface;
- (d) the soundproofing qualities of any materials or surface;
- (e) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like);
- (f) the nature of any hard surface, paving or walkway;
- (g) the nature of any landscaping;
- (h) any satellite dishes, aerials, electronic devices, external stereo equipment (including external speakers and wiring); and/or
- (i) the external lighting and/or security devices.


3. Building Standards

3.1 In addition to complying with this Architectural Code at all times, an Owner must ensure that all Works undertaken to its Apartment :

- (a) are in compliance with the provisions of the Statement and all Applicable Laws;
- (b) are undertaken by reputable, qualified and licensed professional Suppliers experienced in undertaking such Works Approved by the Owners Corporation;
- (c) are undertaken in a proper, workmanlike and timely manner;
- (d) are undertaken promptly and in a manner in which the least inconvenience or nuisance is caused to other Owners and Occupiers;

Approved Form 9	Strata Management Statement	Sheet 73 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (e) involves the use of only high quality (and, where possible, new) materials fit for their purpose; and
 - (f) are undertaken only after all necessary certifications have been obtained (including any engineer's certification and the like) to ensure that such Works do not impact on the structural integrity of the Building or any neighbouring building or structures.
- 3.2 In undertaking any Works, an Owner must ensure that all debris is regularly removed and the Apartment (and the Apartment Common Areas) is left clean and tidy at all times during the undertaking of the Works and once the Works are completed.
- 3.3 An Owner must not, without the written approval of the Owners Corporation, place or store any items or building materials on the Apartment Common Areas at any time.
- 3.4 An Owner must promptly repair any damage caused to any Apartment Common Areas during or as a result of its Works in accordance with the directions of the Owners Corporation.
- 3.5 An Owner must at all times follow the directions of the Owners Corporation (or its nominee) when undertaking Works or delivering items or materials over the Apartment Common Areas.
- 3.6 The Owners Corporation may from time to time issue guidelines setting out certain Approved building standards and materials that may be used when undertaking certain Works.
- 4. Working Hours**
- 4.1 Approved Works shall only be carried out on Business Days between the hours of 9.00 am and 5.00 pm or such other hours approved in writing by the Owners Corporation.
- 4.2 An Owner may apply to the Owners Corporation for written approval to work extended hours provided such extended hours do not disturb other Owners (or their respective Occupiers) in the Building. Such Approval is at the sole discretion of the Owners Corporation.
- 5. Insurance**
- 5.1 An Owner must ensure that all Suppliers who undertake any Works are adequately insured and comply with all Applicable Laws and must provide to the Owners Corporation a copy of the Supplier's insurance policies prior to commencing Works.
- 5.2 An Owner that undertakes any Works indemnifies and keeps indemnified the Master Developer, the Developer, each member of the Owners Corporation and the other Owners (and their respective Occupiers) against any loss that may be suffered by the Owners Corporation and the other Owners (and their respective Occupiers) resulting from the undertaking of the Works, including any loss suffered resulting from any defective work undertaken and the entry of any Suppliers into the Building.

Approved Form 9	Strata Management Statement	Sheet 74 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432


6. Approvals

6.1 Approvals to Works


- (a) An Owner must not undertake any Works with obtaining the prior Approval of the Owners Corporation.
- (b) An Owner must obtain all necessary consents and approvals from any Relevant Authority and must provide to the Owners Corporation a copy of such consents and approvals prior to commencing Works.

6.2 Making an Application for Approval

- (a) Should an Owner desire to undertake any Works to its Apartment , it shall submit to the Owners Corporation a 'Building Works Proposal':
 - detailing the nature and extent of the Works;
 - attaching plans and specifications of the Works;
 - specifying the estimated time period for the carrying out of the Works;
 - stating whether any Apartment Common Areas will be affected;
 - if the proposal is being submitted by an Owner, attaching the relevant Owners Association's original written consent to the Works; and
 - if the proposal is being submitted by an Occupier, attaching the Component Owner's or Owner's (as applicable) original written consent to the Works.
- (b) The Owners Corporation shall use all reasonable commercial endeavours to consider the Building Works Proposal and respond to the applicant within twenty (20) Business Days advising whether the Building Works Proposal has been Approved.
- (c) The Owners Corporation may require the applicant to submit further plans or specifications and may appoint consultants to review and make recommendations regarding the Building Works Proposal. All consultants' costs are the responsibility of the applicant.
- (d) The Owners Corporation may require variations to the Building Works Proposal submitted by the applicant to ensure that the Works accord with this Architectural Code including, without limitation, being in keeping with the design, standard and quality of the Building. The applicant may amend the Building Works Proposal and resubmit it to the Owners Corporation for approval until such time as the Building Works Proposal is approved by the Owners Corporation.

Approved Form 9	Strata Management Statement	Sheet 75 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (e) The Owners Corporation may charge the applicant a reasonable fee for assessing the Building Works Proposal including any expenses incurred by the Owners Corporation in such process and may require the applicant to pay a deposit as security for any damage caused to the Apartment Common Areas arising from the undertaking of the Works.
- (f) The Owners Corporation may require the Applicant to pay a reasonable refundable deposit as security against damages to the Building caused by the Works or transportation of materials through the Building (or otherwise incurred due to a default of the applicant's obligations under this Architectural Code) (the "Security Deposit"). The Owners Corporation may determine the amount of the Security Deposit based on the nature of the proposed Works and the applicant authorises the Owners Corporation General Manager to use the Security Deposit to rectify any damage. The applicant must pay any shortfall promptly on demand. Any balance of the Security Deposit will be refunded to the applicant once the Works are completed and any damage has been rectified.
- (g) Only after Approval by the Owners Corporation of the Building Works Proposal, the applicant must, at its own expense, obtain all necessary consents, approvals and licences (including for the avoidance of doubt, any necessary consent from any Relevant Authority) in relation to the Works outlined in the Building Works Proposal (the "Authority Consent").
- (h) If the Works contemplated by another Owner have been Approved by the Owners Corporation, other Owners must not unreasonably refuse to consent to an application to any Relevant Authority made by the Owner and must execute any documentation necessary to evidence such consent.
- (i) The applicant shall not commence any Works until it has provided the Owners Corporation a copy of the Authority Consent and details of the Suppliers proposed to be engaged to undertake the Works for Approval of the Owners Corporation.
- (j) The applicant shall proceed with the Works strictly in accordance with the Authority Consent, the Building Works Proposal Approved by the Owners Corporation and this Architectural Code.
- (k) During and upon completion of the Works by the applicant the Owners Corporation (or its representative) may inspect the Works at any time to ensure that they are being, or have been, undertaken in accordance with this Architectural Code. The applicant must rectify, replace and/or remove any items as notified by the Owners Corporation that have been constructed or installed otherwise than in accordance with this Architectural Code as determined by the Owners Corporation.
- (l) In the event that an Occupier undertakes the Works, the Owner (as applicable) remains liable for the Works and for ensuring that the Works are undertaken by the Occupier in accordance with this Architectural Code.

Approved Form 9	Strata Management Statement	Sheet 76 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (m) The applicant indemnifies and shall keep indemnified the Master Developer, the Developer, each member of the Owners Corporation and the other Owners (and their respective Occupiers) against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability (including any liability for any injury to any person or any damage to any land or property) arising directly or indirectly from the undertaking of the Works.

6.3 Conditional Approvals

The Owners Corporation may make conditions if they approve a Building Works Proposal. These conditions may include (but are not limited to):

- (a) a reasonable time frame for the Works to be completed;
- (b) the hours and days during which the Works must be carried out;
- (c) the hours and days during which materials may be delivered to the Apartment (including the manner and route in which materials must be delivered); and
- (d) the materials to be used and methods of construction to be adopted.

6.4 Standing Approvals

The Owners Corporation may grant an Owner a standing approval to undertake a specified type of Works from time to time without the necessity for seeking further approval from the Owners Corporation on each occasion.


6.5 Revoking Approval

The Owners Corporation may revoke its approval of Works if an Owner does not comply with conditions of the approval including any condition that the Works be complete within a specified time frame.

7. Failure to Comply with Architectural Code

Should an Owner fail to comply with the provisions of this Architectural Code, the Owners Corporation may:

- (a) take all steps to prevent access to the Building by any Suppliers engaged to undertake unauthorised Works;
- (b) require the Owner to remove any unauthorised Works and reinstate the Apartment;
- (c) undertake (or authorise or engage any Supplier to undertake) any work necessary to remove any unauthorised Works and reinstate the Apartment if not undertaken promptly by the Owner; and


Approved Form 9	Strata Management Statement	Sheet 77 of 81 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

- (d) recover the cost of any works required to be undertaken from the defaulting Owner.

8. External Signage

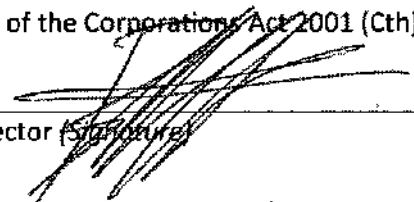
In addition to other provisions of the Architectural Code the Owners Corporation may approve external signage subject to:

- (a) compliance with the location, size and style as approved by the Management Committee;
- (b) area of the glazing not to be more than 50% covered with external signages.

Approved Form 9	Strata Management Statement	Sheet 25 ⁷⁸ of 28 ⁸¹ sheets
Registered:  12.10.2018		Office Use Only SP98432

Execution

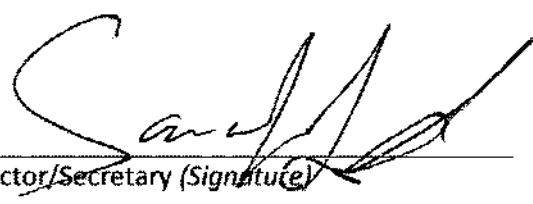
EXECUTED by WENTWORTH POINT 1 PTY LTD)
(ACN 605 294 844) in accordance with section)
127 of the Corporations Act 2001 (Cth): .)



Director (Signature)

Bilal El-Cheikh


Director (Print Name)



Director/Secretary (Signature)

Sajah Hamwood

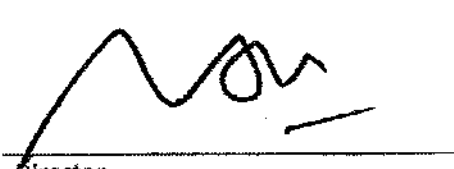
Director/Secretary (Print Name)

Approved Form 9	Strata Management Statement	Sheet ⁷⁹ 78 of ⁸¹ 78 sheets
Office Use Only		Office Use Only
Registered:  12.10.2018		SP98432

EXECUTED BY MORTGAGEE:

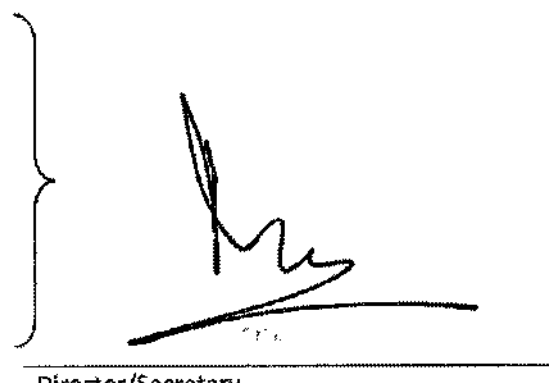
THP AUSTRALIA CAPITAL SDN BHD.

The Common Seal of THP AUSTRALIA CAPITAL SDN BHD (Company No. 1077431-M) was hereunto duly affixed in the presence of:



Director

Name: **ROSALI OTHMAN**
NRIC No. **540927-09-5007**




Director/Secretary

Name: **ANUARFAEI MUSTAPA**
NRIC No. **731120-06-5693**

Address: Level 20, Bangunan TH Selborn, 153, Jalan Tun Razak, Kuala Lumpur, Malaysia

Fax No: +603 2687 3322

Attention: Anuarifaei Mustapa

Approved Form 9	Strata Management Statement	Sheet ⁸⁰ 75 of ⁸¹ 76 sheets
Registered:	Office Use Only	Office Use Only
 12.10.2018		SP98432

EXECUTED BY MORTGAGEE:

Signed sealed and delivered for and on behalf of
Maybank Investment Bank Berhad
by its duly authorised Attorney under
Power of Attorney Book 4692 No 50





Signature of Witness

Signature of Attorney

WONG KOK YEW

Full Name of Witness


V. SARASWATHY AIP VARADARAJAN

Full Name of Attorney

MAYBANK INVESTMENT BANK BERHAD

Address of Witness

(b)

Approved Form 9	Strata Management Statement	Sheet ⁸¹ 76 of ⁸¹ 76 sheets
Office Use Only		Office Use Only
Registered:  12.10.2018	SP98432	


EXECUTED BY MORTGAGEE:

Executed by THP Treasury Pty Ltd ACN 614 610 463
in accordance with s127 of the Corporations Act 2001



Signature of Director

Roszofi Othman
Name of Director



Signature of Director/Secretary

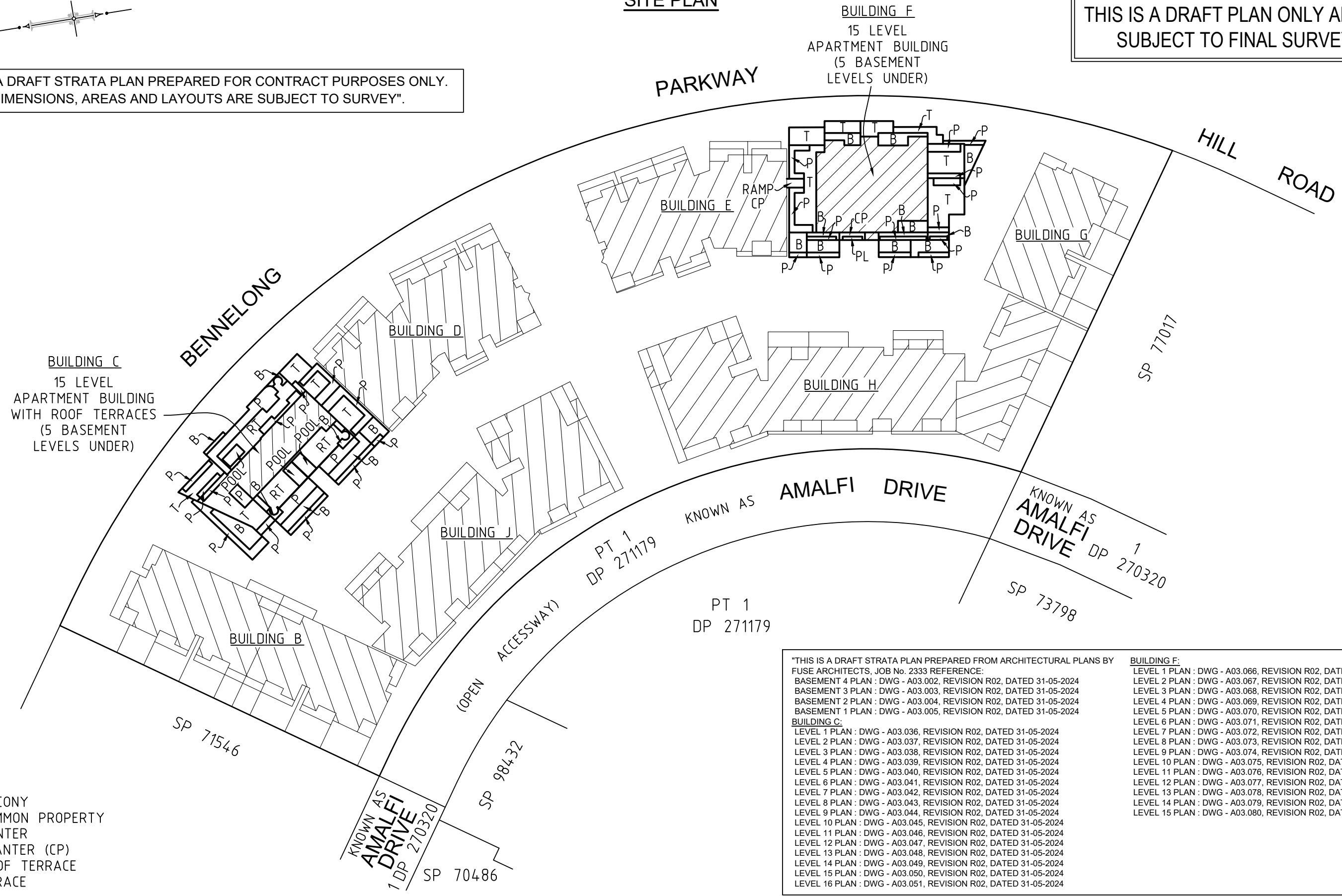
Mohd Faizillah Mohd Ali
Name of Director/Secretary



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SITE PLAN

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NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- P ~ PLANTER
- PL ~ PLANTER (CP)
- RT ~ ROOF TERRACE
- T ~ TERRACE

"THIS IS A DRAFT STRATA PLAN PREPARED FROM ARCHITECTURAL PLANS BY FUSE ARCHITECTS, JOB No. 2333 REFERENCE:

BASEMENT 4 PLAN : DWG - A03.002, REVISION R02, DATED 31-05-2024
 BASEMENT 3 PLAN : DWG - A03.003, REVISION R02, DATED 31-05-2024
 BASEMENT 2 PLAN : DWG - A03.004, REVISION R02, DATED 31-05-2024
 BASEMENT 1 PLAN : DWG - A03.005, REVISION R02, DATED 31-05-2024

BUILDING C:
 LEVEL 1 PLAN : DWG - A03.036, REVISION R02, DATED 31-05-2024
 LEVEL 2 PLAN : DWG - A03.037, REVISION R02, DATED 31-05-2024
 LEVEL 3 PLAN : DWG - A03.038, REVISION R02, DATED 31-05-2024
 LEVEL 4 PLAN : DWG - A03.039, REVISION R02, DATED 31-05-2024
 LEVEL 5 PLAN : DWG - A03.040, REVISION R02, DATED 31-05-2024
 LEVEL 6 PLAN : DWG - A03.041, REVISION R02, DATED 31-05-2024
 LEVEL 7 PLAN : DWG - A03.042, REVISION R02, DATED 31-05-2024
 LEVEL 8 PLAN : DWG - A03.043, REVISION R02, DATED 31-05-2024
 LEVEL 9 PLAN : DWG - A03.044, REVISION R02, DATED 31-05-2024
 LEVEL 10 PLAN : DWG - A03.045, REVISION R02, DATED 31-05-2024
 LEVEL 11 PLAN : DWG - A03.046, REVISION R02, DATED 31-05-2024
 LEVEL 12 PLAN : DWG - A03.047, REVISION R02, DATED 31-05-2024
 LEVEL 13 PLAN : DWG - A03.048, REVISION R02, DATED 31-05-2024
 LEVEL 14 PLAN : DWG - A03.049, REVISION R02, DATED 31-05-2024
 LEVEL 15 PLAN : DWG - A03.050, REVISION R02, DATED 31-05-2024
 LEVEL 16 PLAN : DWG - A03.051, REVISION R02, DATED 31-05-2024

BUILDING F:
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 LEVEL 14 PLAN : DWG - A03.079, REVISION R02, DATED 31-05-2024
 LEVEL 15 PLAN : DWG - A03.080, REVISION R02, DATED 31-05-2024

SURVEYOR
 Name: JACEK IDZIKOWSKI
 Date: DRAFT ONLY
 Surveyor's Reference: 31573 063SP-CF_1

PLAN OF SUBDIVISION OF LOT 14 IN DP 271179

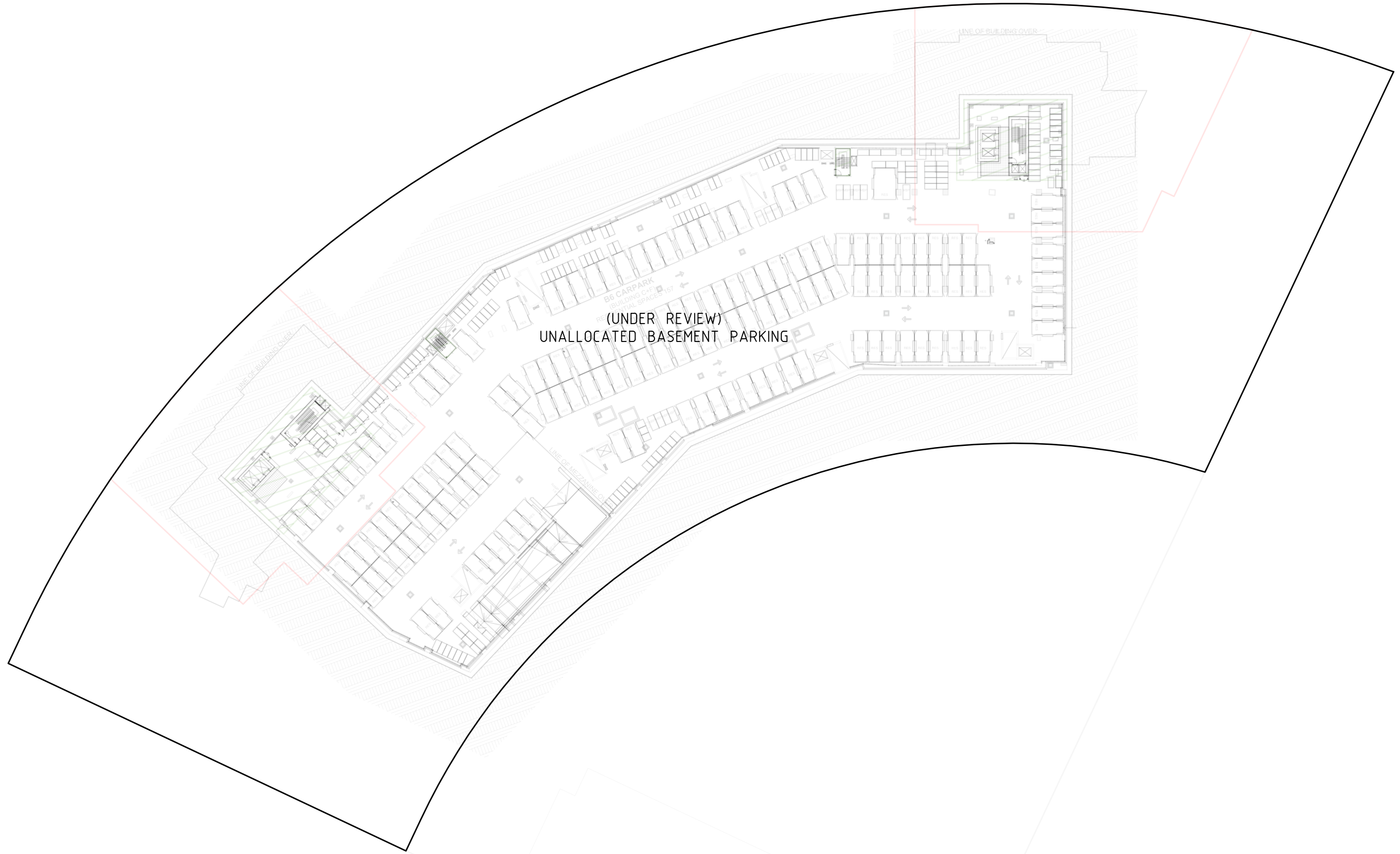
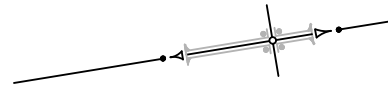
LGA: CITY OF PARRAMATTA
 Locality : WENTWORTH POINT
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 Lengths are in metres.



SP DRAFT
 ISSUE FOR REVIEW : 25-06-2024

BASEMENT LEVEL 6

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SURVEYOR
Name: JACEK IDZIKOWSKI
Date: DRAFT ONLY
Surveyor's Reference: 31573 063SP-CF_1

PLAN OF SUBDIVISION OF
LOT 14 IN DP 271179

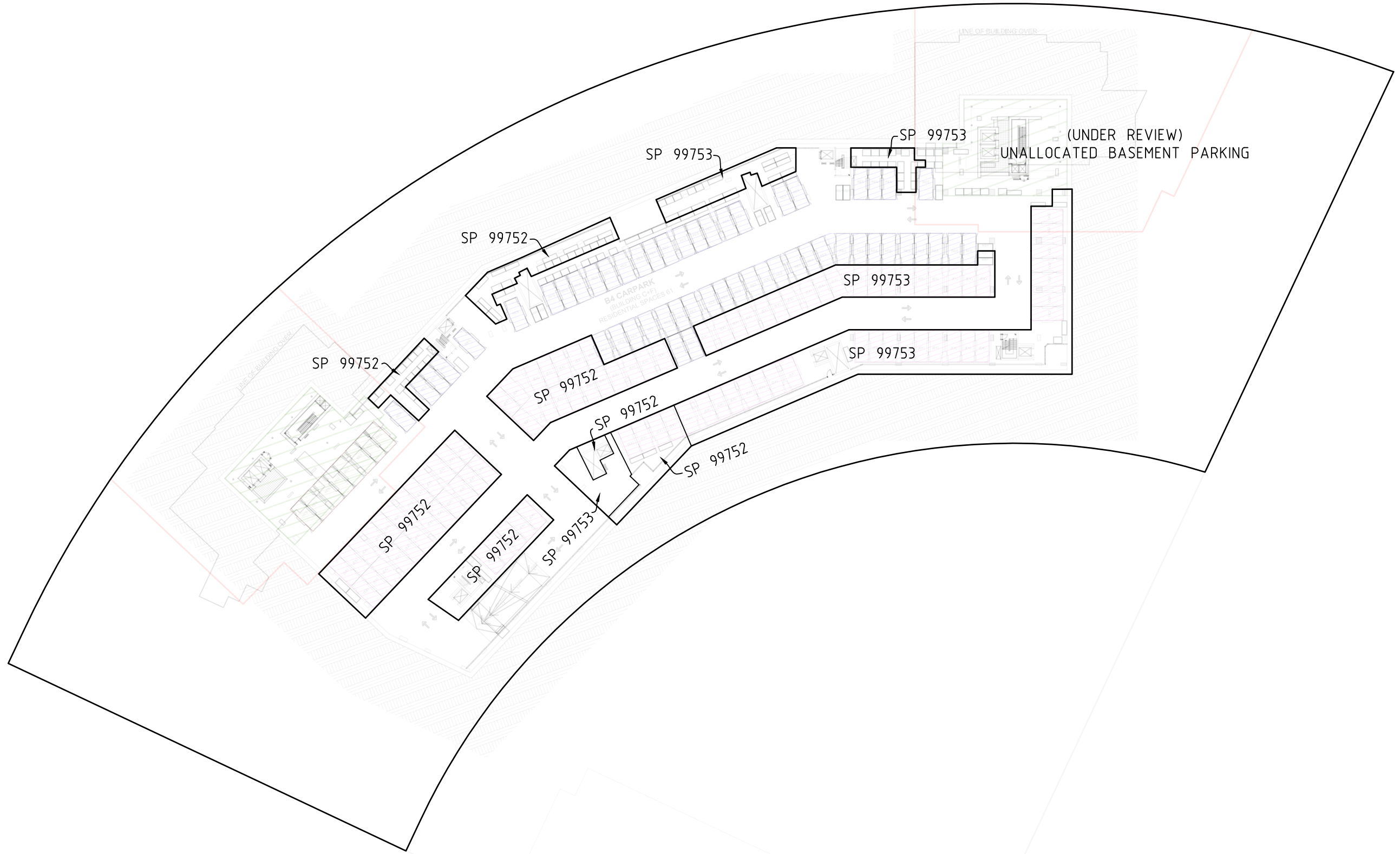
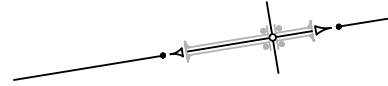
LGA: CITY OF PARRAMATTA
Locality : WENTWORTH POINT
Reduction Ratio 1: 700
Lengths are in metres.



SP **DRAFT**
ISSUE FOR REVIEW : 25-06-2024

BASEMENT LEVEL 4

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SURVEYOR
 Name: JACEK IDZIKOWSKI
 Date: DRAFT ONLY
 Surveyor's Reference: 31573 063SP-CF_1

**PLAN OF SUBDIVISION OF
 LOT 14 IN DP 271179**

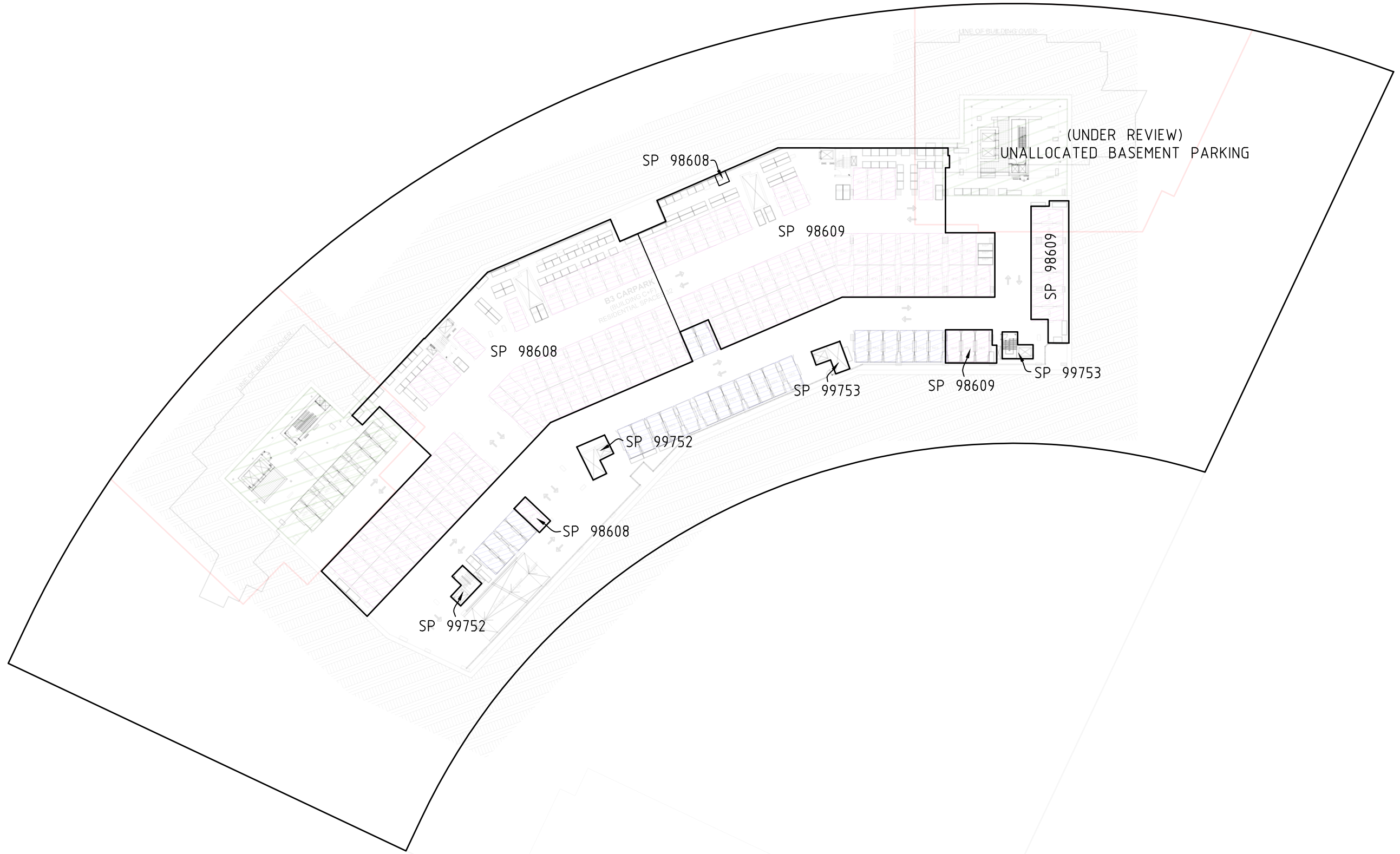
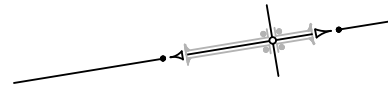
LGA: CITY OF PARRAMATTA
 Locality : WENTWORTH POINT
 Reduction Ratio 1: 700
 Lengths are in metres.



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 ISSUE FOR REVIEW : 25-06-2024

BASEMENT LEVEL 3

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SURVEYOR
Name: JACEK IDZIKOWSKI
Date: DRAFT ONLY
Surveyor's Reference: 31573 063SP-CF_1

PLAN OF SUBDIVISION OF
LOT 14 IN DP 271179

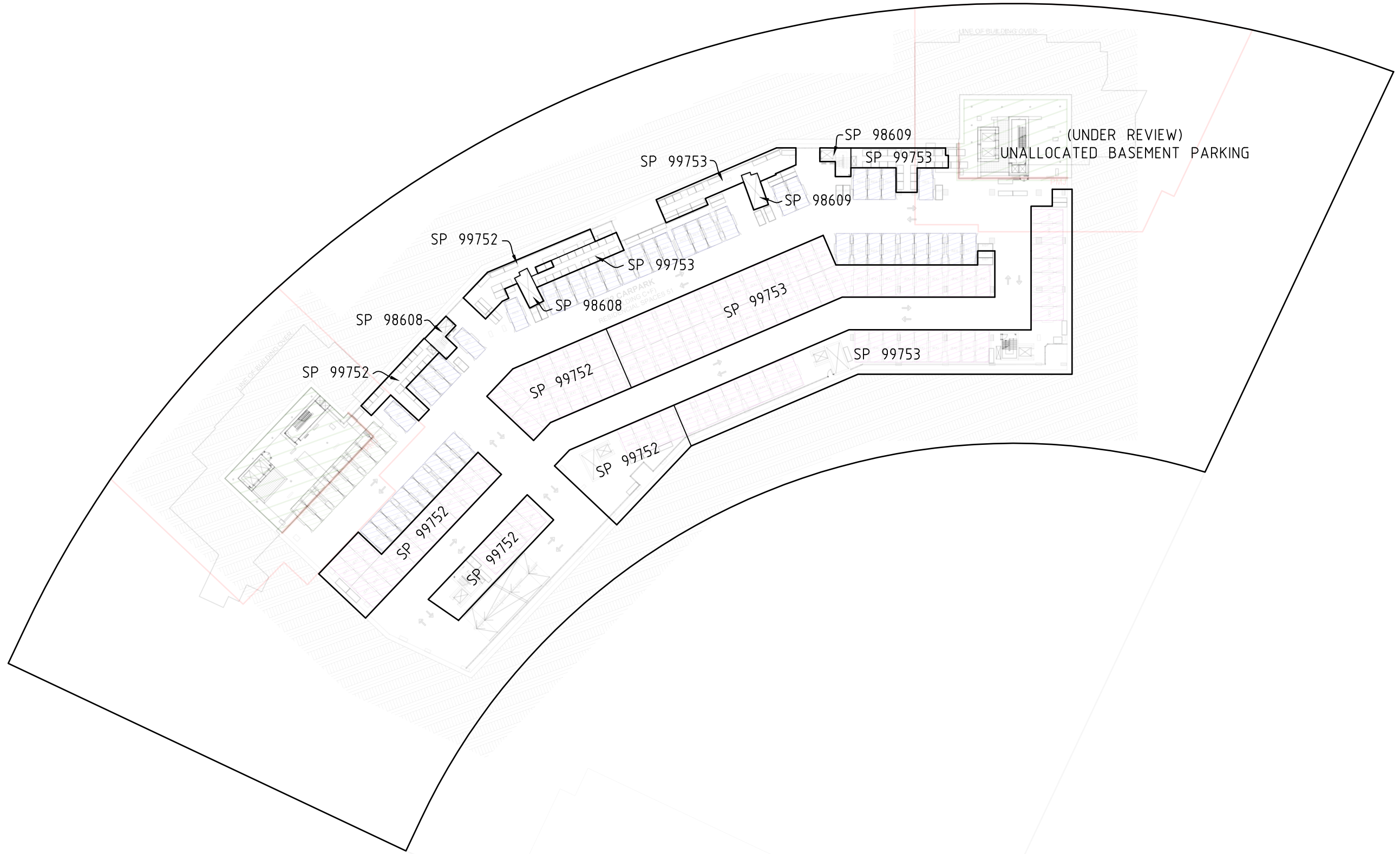
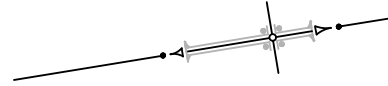
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Locality : WENTWORTH POINT
Reduction Ratio 1: 700
Lengths are in metres.



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ISSUE FOR REVIEW : 25-06-2024

BASEMENT LEVEL 2

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Name: JACEK IDZIKOWSKI
Date: DRAFT ONLY
Surveyor's Reference: 31573 063SP-CF_1

PLAN OF SUBDIVISION OF
LOT 14 IN DP 271179

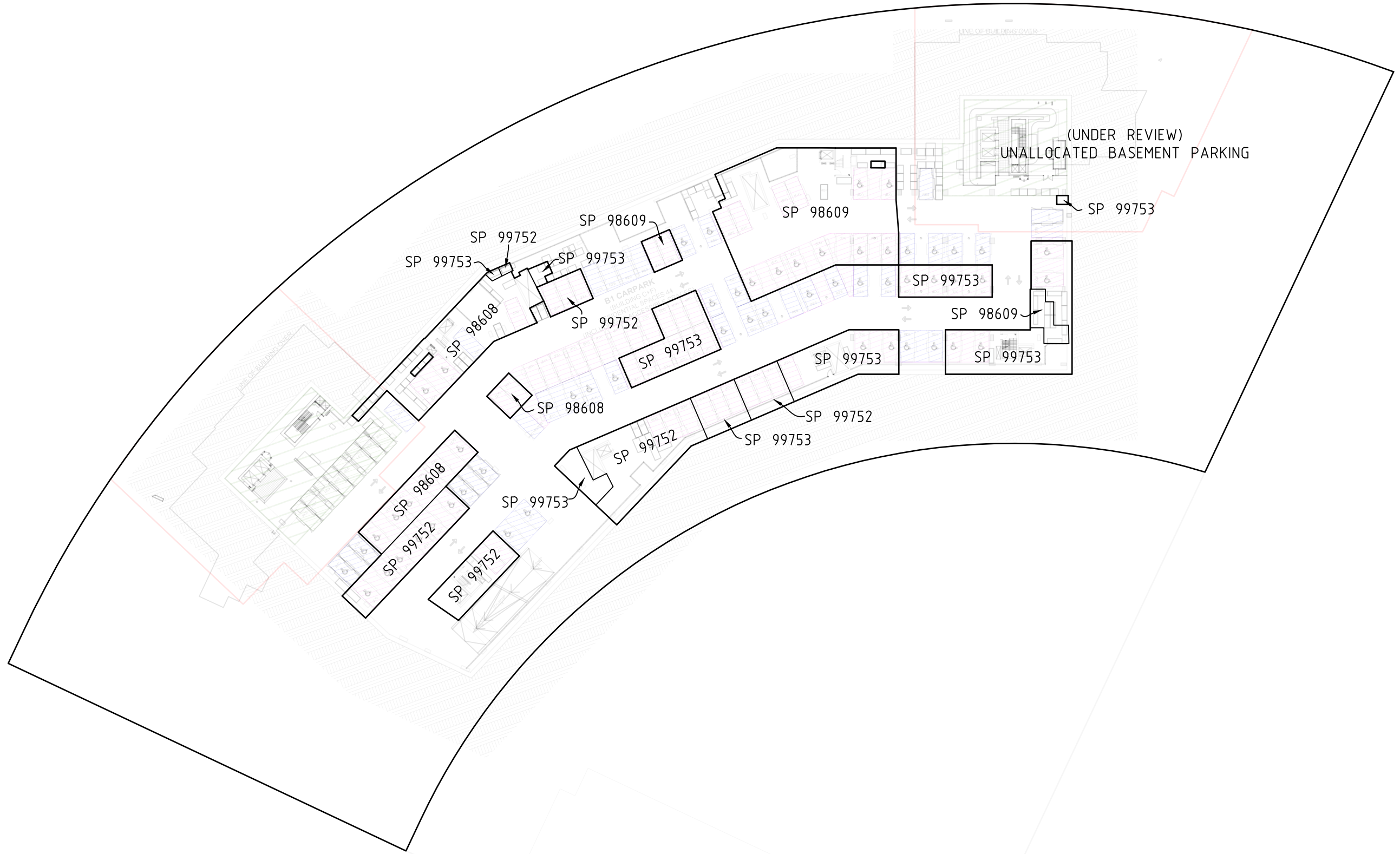
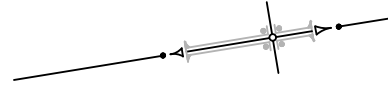
LGA: CITY OF PARRAMATTA
Locality : WENTWORTH POINT
Reduction Ratio 1: 700
Lengths are in metres.



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ISSUE FOR REVIEW : 25-06-2024

BASEMENT LEVEL 1

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SURVEYOR
 Name: JACEK IDZIKOWSKI
 Date: DRAFT ONLY
 Surveyor's Reference: 31573 063SP-CF_1

**PLAN OF SUBDIVISION OF
 LOT 14 IN DP 271179**

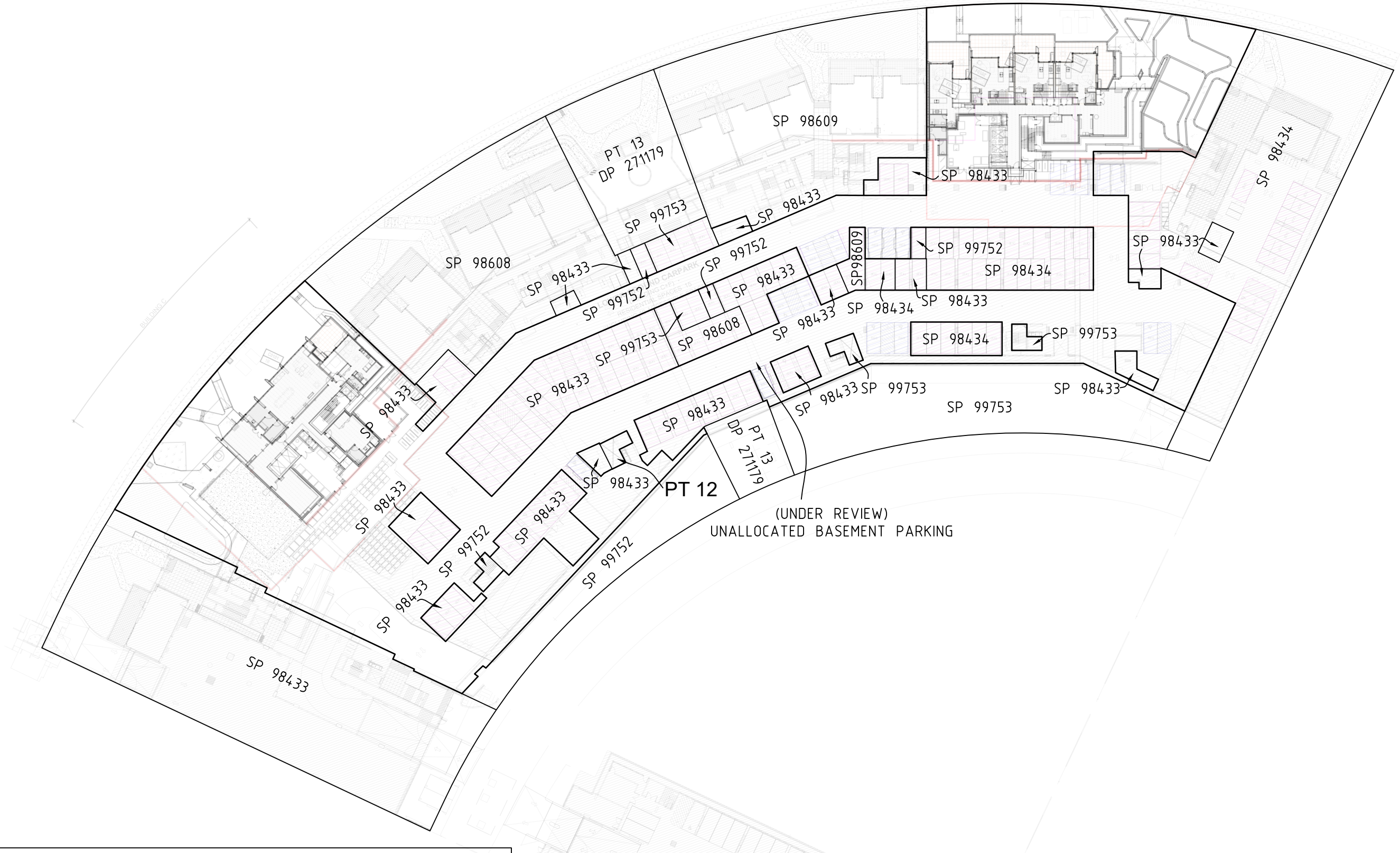
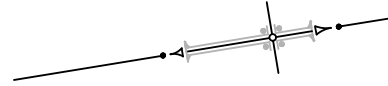
LGA: CITY OF PARRAMATTA
 Locality : WENTWORTH POINT
 Reduction Ratio 1: 700
 Lengths are in metres.



SP DRAFT
 ISSUE FOR REVIEW : 25-06-2024

LEVEL 1
(STRATUM LEVEL LOWER GROUND LEVEL)

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SURVEYOR
Name: JACEK IDZIKOWSKI
Date: DRAFT ONLY
Surveyor's Reference: 31573 063SP-CF_1

**PLAN OF SUBDIVISION OF
LOT 14 IN DP 271179**

LGA: CITY OF PARRAMATTA
Locality : WENTWORTH POINT
Reduction Ratio 1: 700
Lengths are in metres.

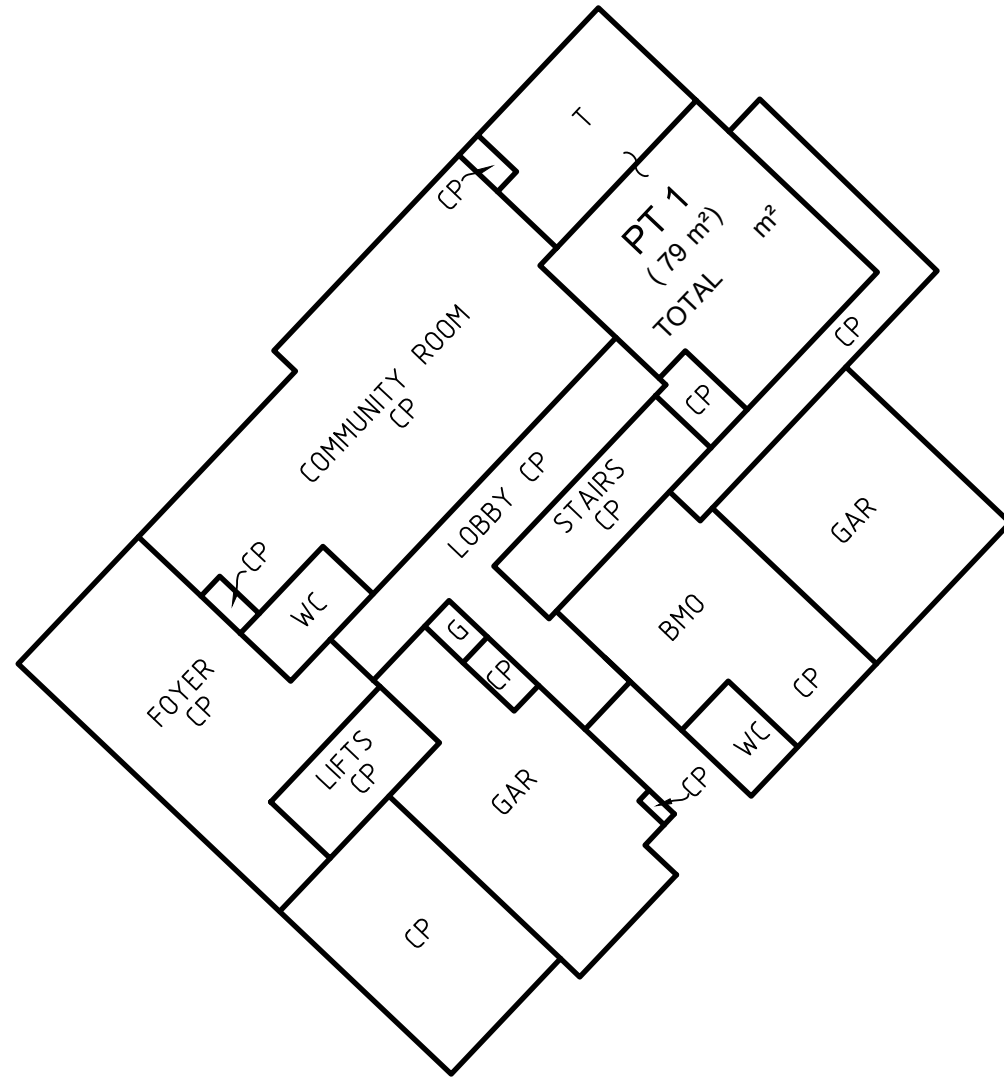


SP DRAFT
ISSUE FOR REVIEW : 25-06-2024

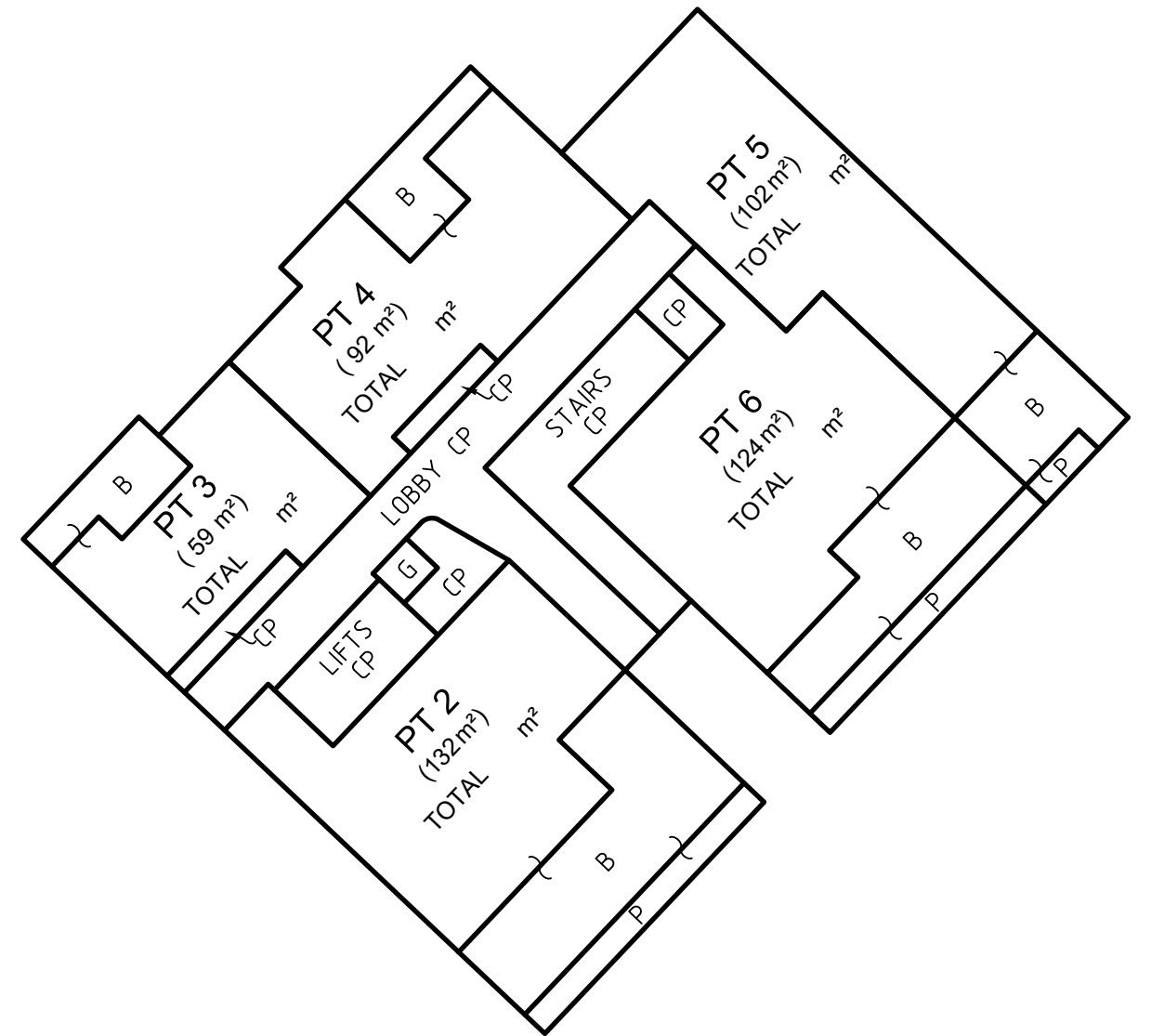
BUILDING C



LEVEL 1
(STRATUM LEVEL LOWER GROUND LEVEL)



LEVEL 2
(STRATUM LEVEL GROUND LEVEL)



NOTES:

- B ~ BALCONY
- BMO ~ BUILDING MANAGERS OFFICE (CP)
- CP ~ COMMON PROPERTY
- G ~ GARBAGE (CP)
- GAR ~ GARBAGE ROOM (CP)
- P ~ PLANTER
- T ~ TERRACE
- WC ~ WATER CLOSET (CP)

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

THE STRATUM OF THE BALCONIES, PLANTERS AND TERRACE ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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THIS IS A DRAFT PLAN ONLY AND IS SUBJECT TO FINAL SURVEY

SURVEYOR
Name: JACEK IDZIKOWSKI
Date: DRAFT ONLY
Surveyor's Reference: 31573 063SP-CF_1

PLAN OF SUBDIVISION OF LOT 14 IN DP 271179

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

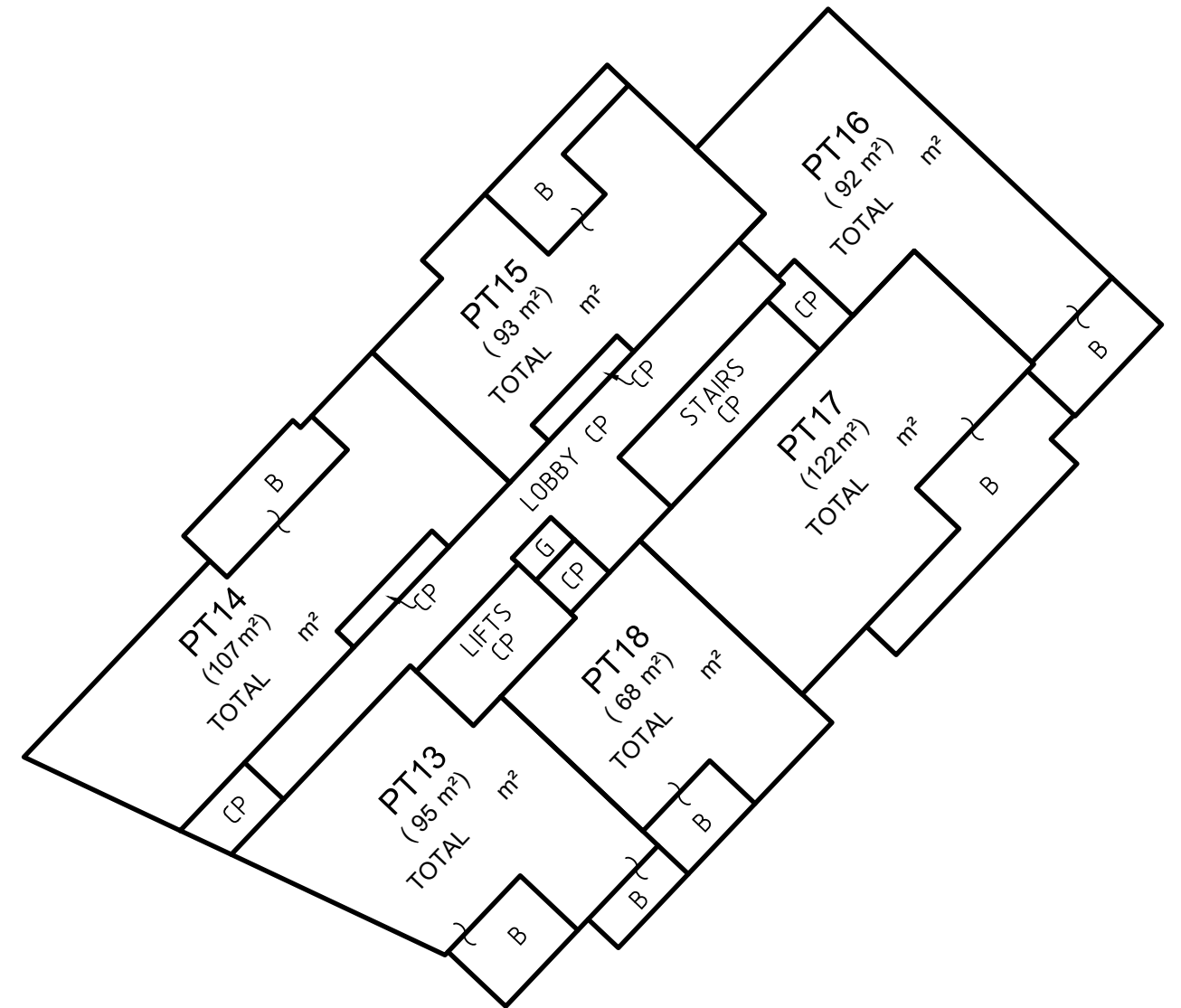
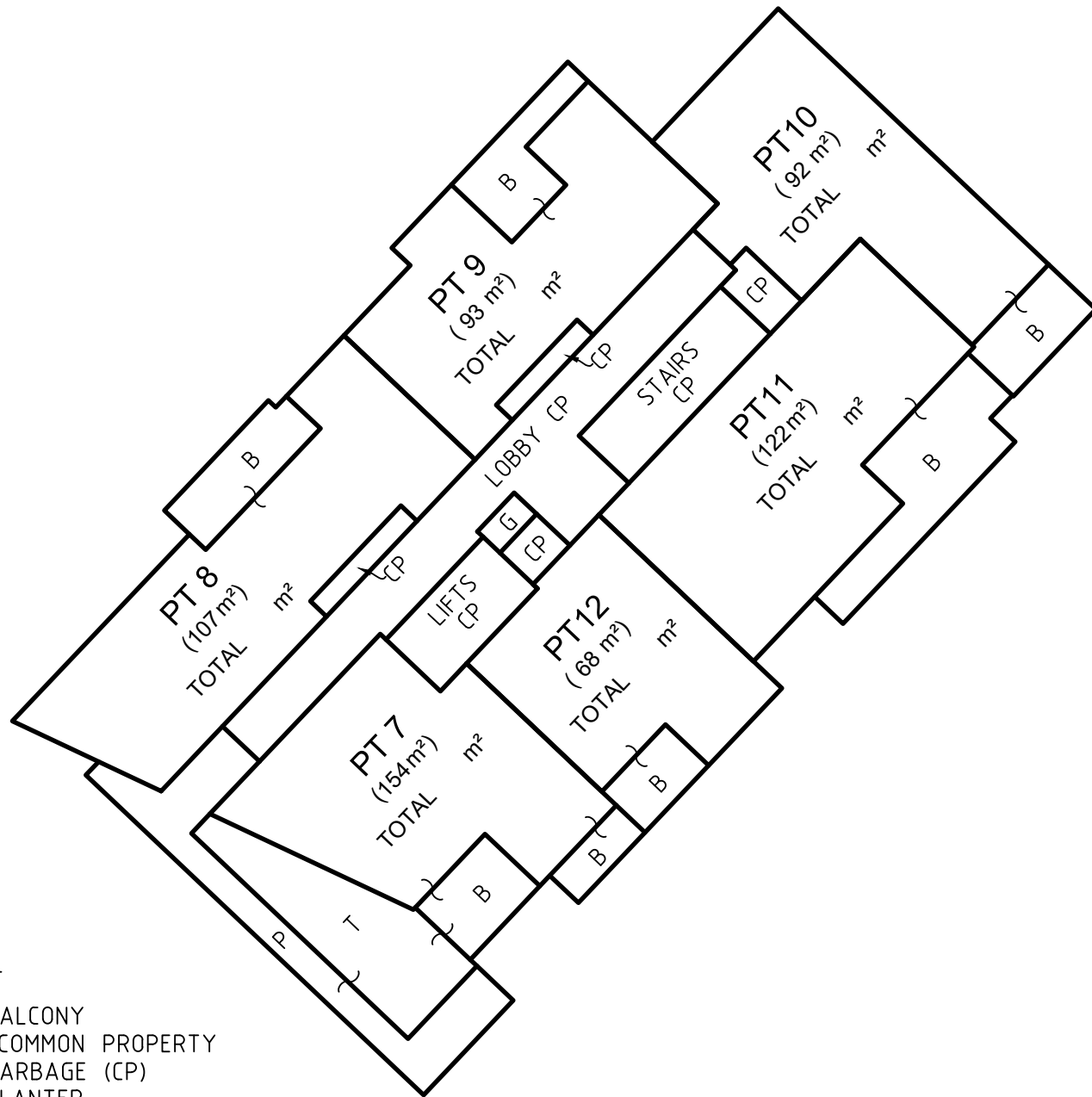


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BUILDING C

**LEVEL 3
(STRATUM LEVEL 1)**

**LEVEL 4
(STRATUM LEVEL 2)**



NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- G ~ GARBAGE (CP)
- P ~ PLANTER
- T ~ TERRACE

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

THE STRATUM OF THE BALCONIES, PLANTER AND TERRACE ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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THIS IS A DRAFT PLAN ONLY AND IS SUBJECT TO FINAL SURVEY

SURVEYOR
 Name: JACEK IDZIKOWSKI
 Date: DRAFT ONLY
 Surveyor's Reference: 31573 063SP-CF_1

**PLAN OF SUBDIVISION OF
 LOT 14 IN DP 271179**

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



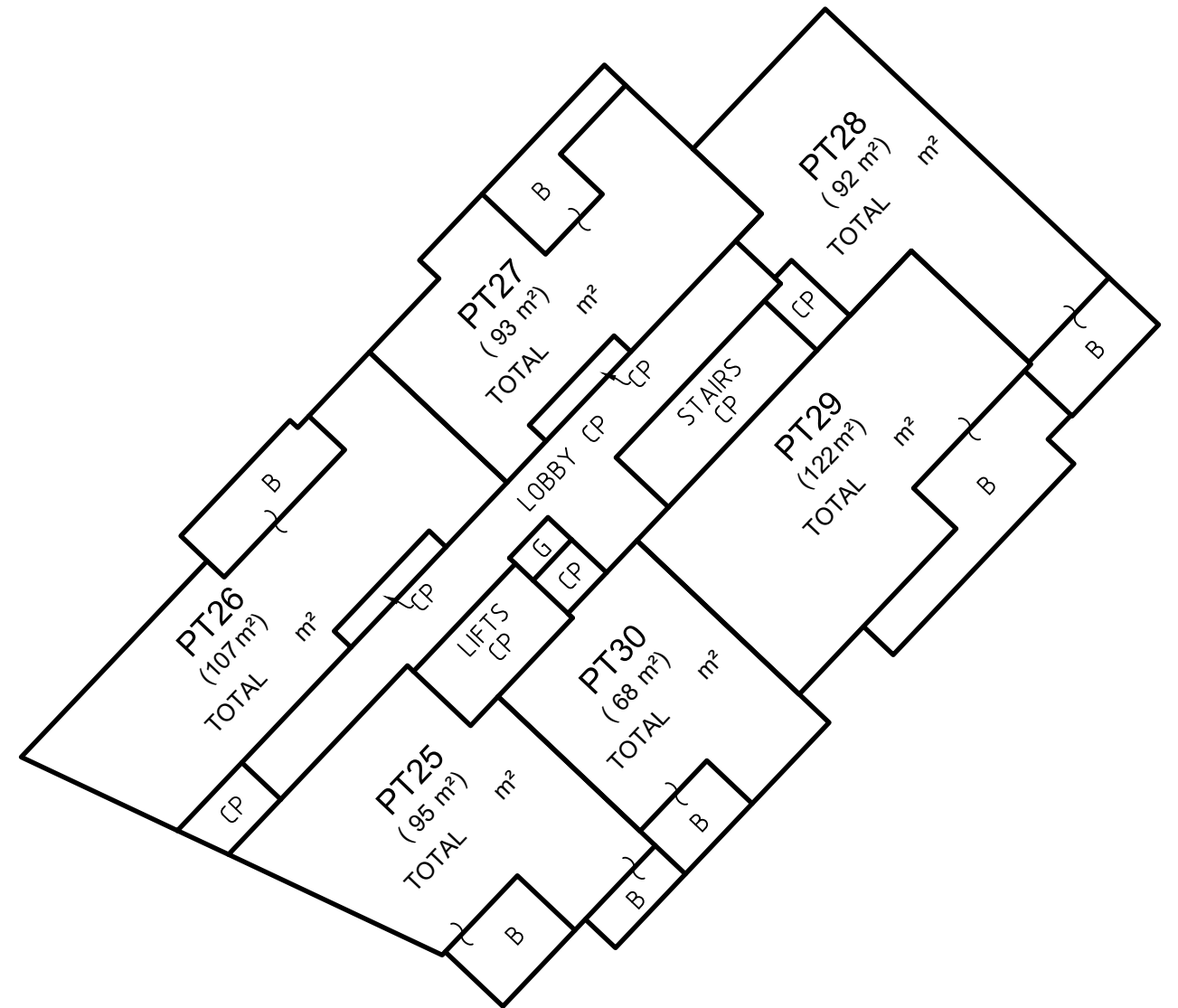
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 ISSUE FOR REVIEW : 25-06-2024

BUILDING C



**LEVEL 5
(STRATUM LEVEL 3)**

**LEVEL 6
(STRATUM LEVEL 4)**



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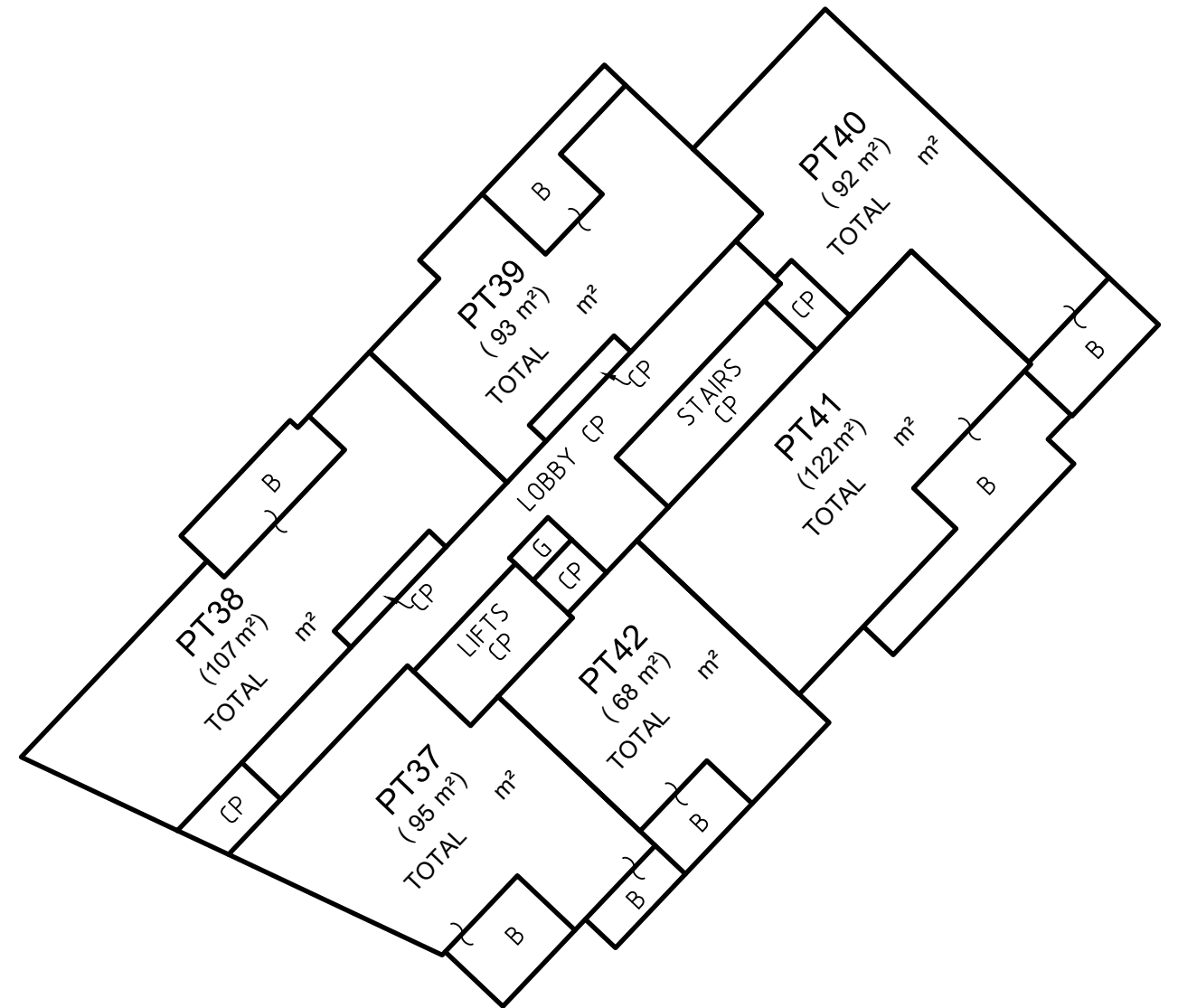
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BUILDING C



**LEVEL 7
(STRATUM LEVEL 5)**

**LEVEL 8
(STRATUM LEVEL 6)**



NOTES:

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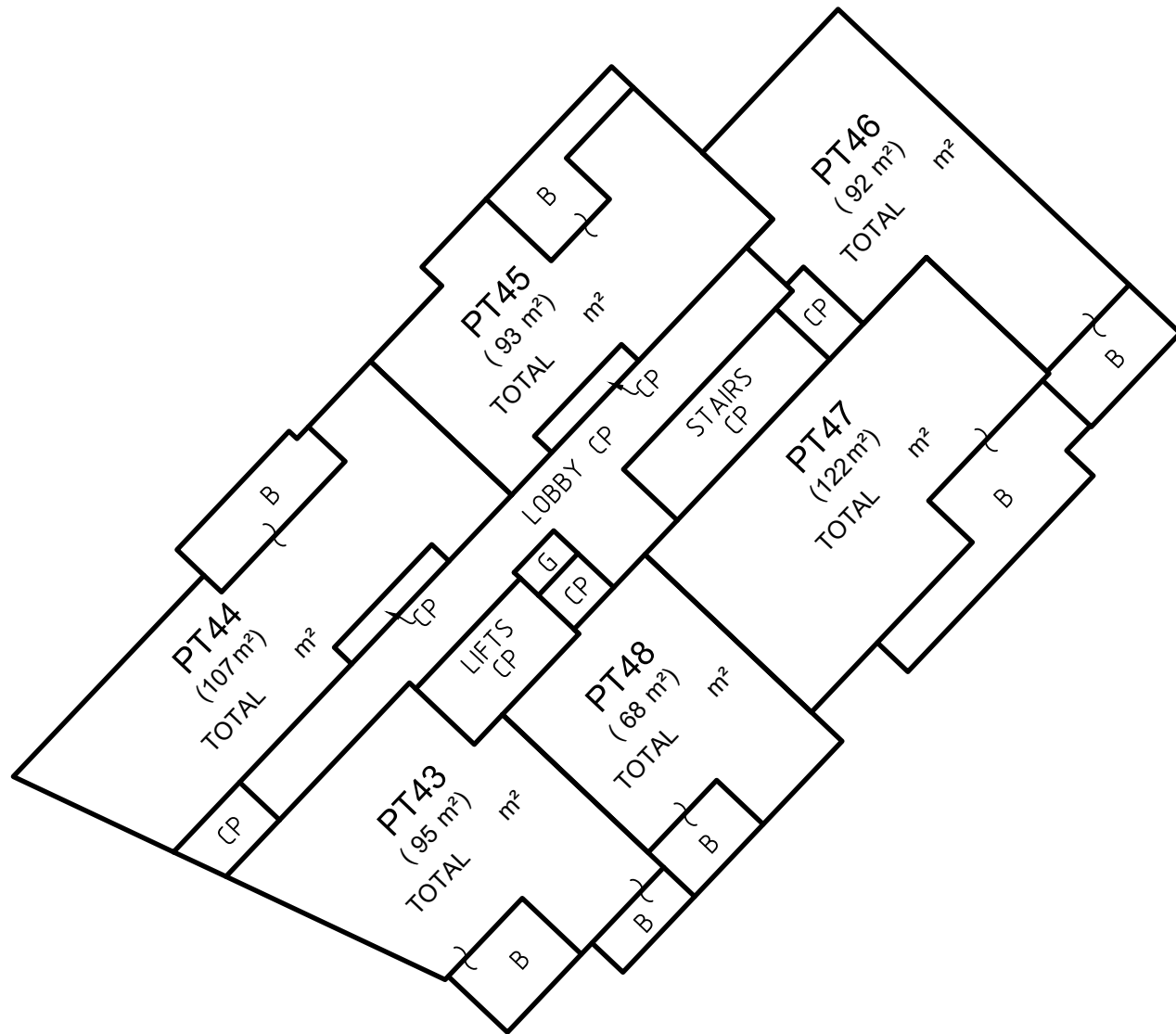


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BUILDING C



**LEVEL 9
(STRATUM LEVEL 7)**



**LEVEL 10
(STRATUM LEVEL 8)**



NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- G ~ GARBAGE (CP)
- P ~ PLANTER

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Lengths are in metres.



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ISSUE FOR REVIEW : 25-06-2024

BUILDING C



**LEVEL 11
(STRATUM LEVEL 9)**

**LEVEL 12
(STRATUM LEVEL 10)**



NOTES:

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- G ~ GARBAGE (CP)

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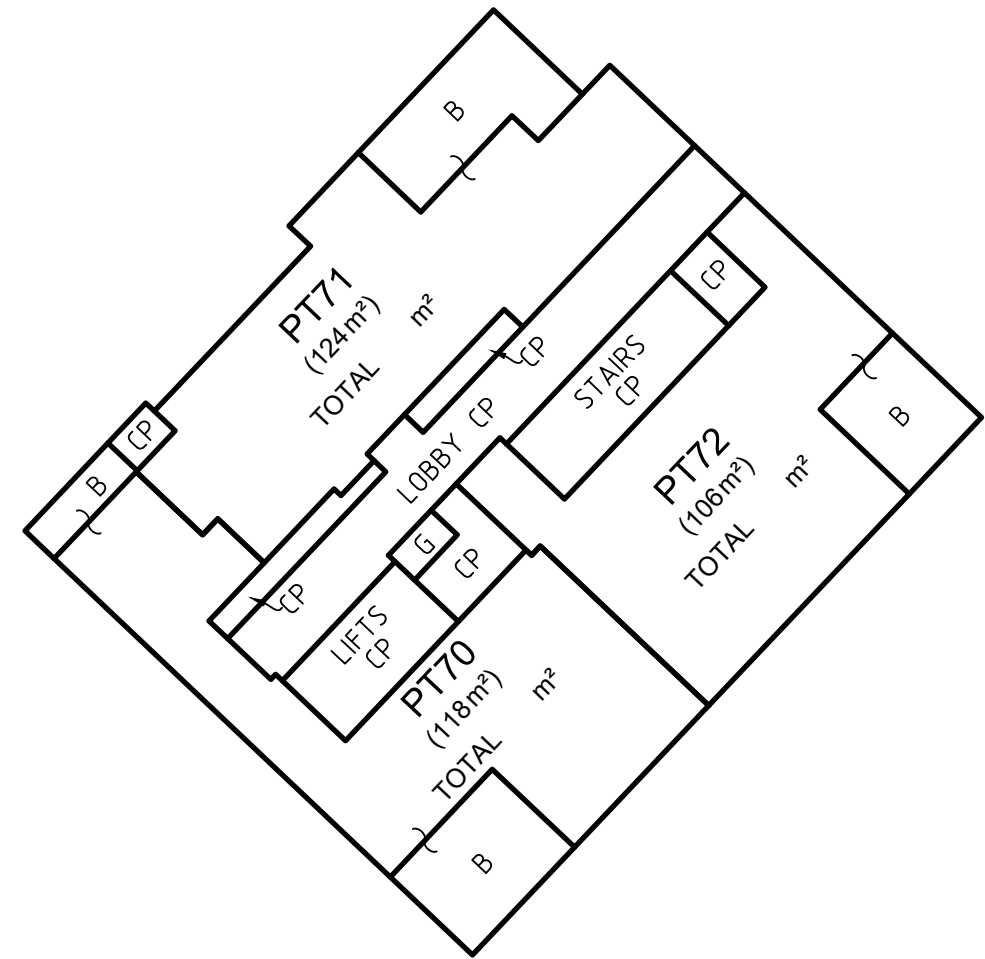
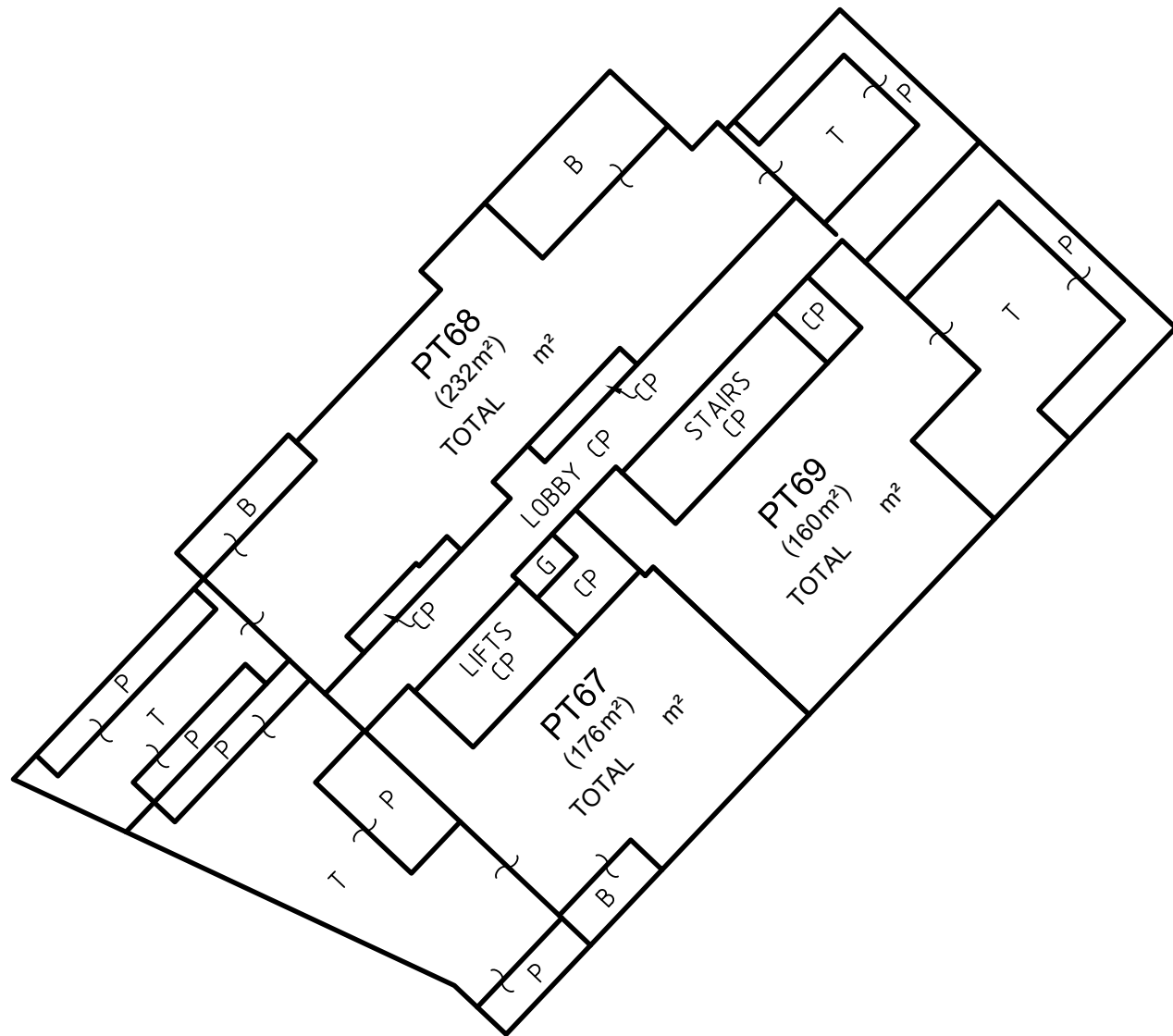
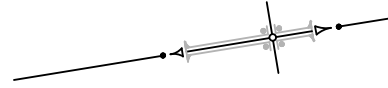
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BUILDING C

**LEVEL 13
(STRATUM LEVEL 11)**

**LEVEL 14
(STRATUM LEVEL 12)**



NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- G ~ GARBAGE (CP)
- P ~ PLANTER
- T ~ TERRACE

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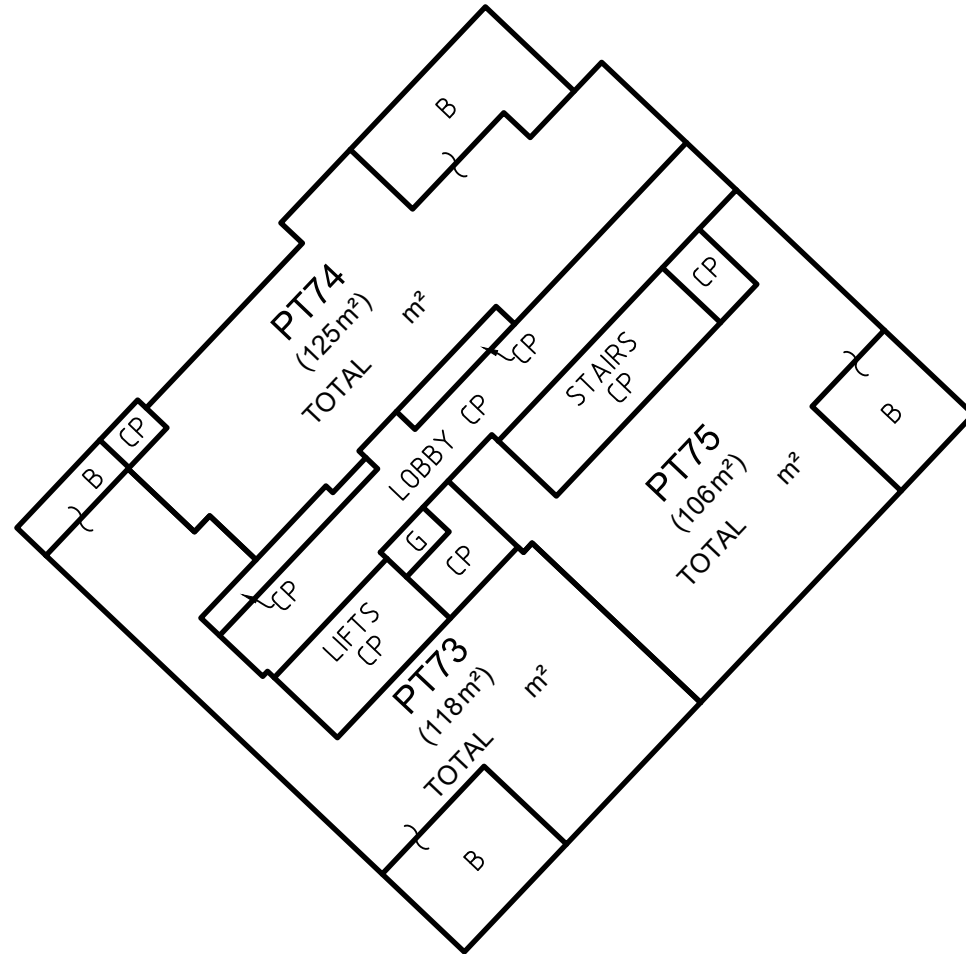


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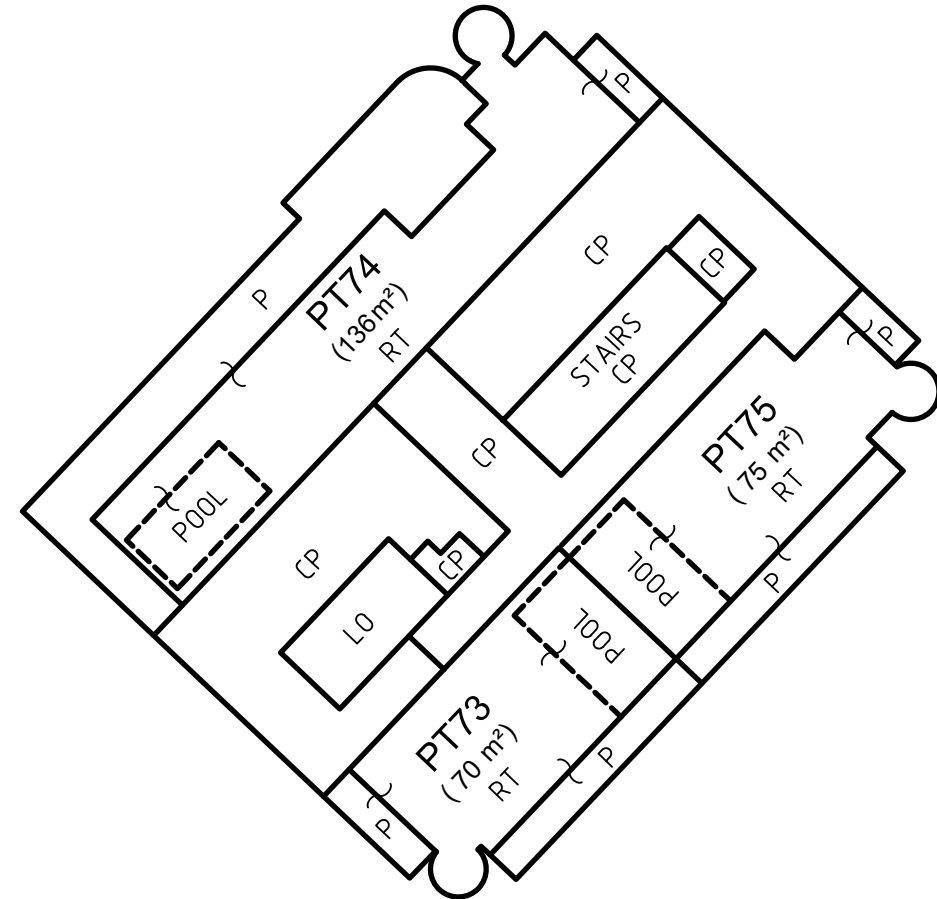
BUILDING C



LEVEL 15
(STRATUM LEVEL 13)



LEVEL 16
(STRATUM LEVEL 14)



NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- G ~ GARBAGE (CP)
- LO ~ LIFT OVERRUN (CP)
- P ~ PLANTER
- RT ~ ROOF TERRACE

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

THE STRATUM OF THE POOLS ARE LIMITED IN DEPTH TO THE UNDERSIDE OF THEIR BASE AND LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE ADJOINING ROOF TERRACE UPPER HARDSTAND SURFACE UNLESS COVERED WITHIN THIS LIMIT

THE STRATUM OF THE BALCONIES, PLANTERS AND ROOF TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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THE STRUCTURE OF THE POOLS, WATERPROOF MEMBRANES (NOT INCLUSIVE OF THE STRUCTURAL CONCRETE SLAB OF THE BUILDING BENEATH THE POOLS) AND POOL PLANTS ARE PART OF THE LOT AND NOT COMMON PROPERTY

SURVEYOR
Name: JACEK IDZIKOWSKI
Date: DRAFT ONLY
Surveyor's Reference: 31573 063SP-CF_1

PLAN OF SUBDIVISION OF
LOT 14 IN DP 271179

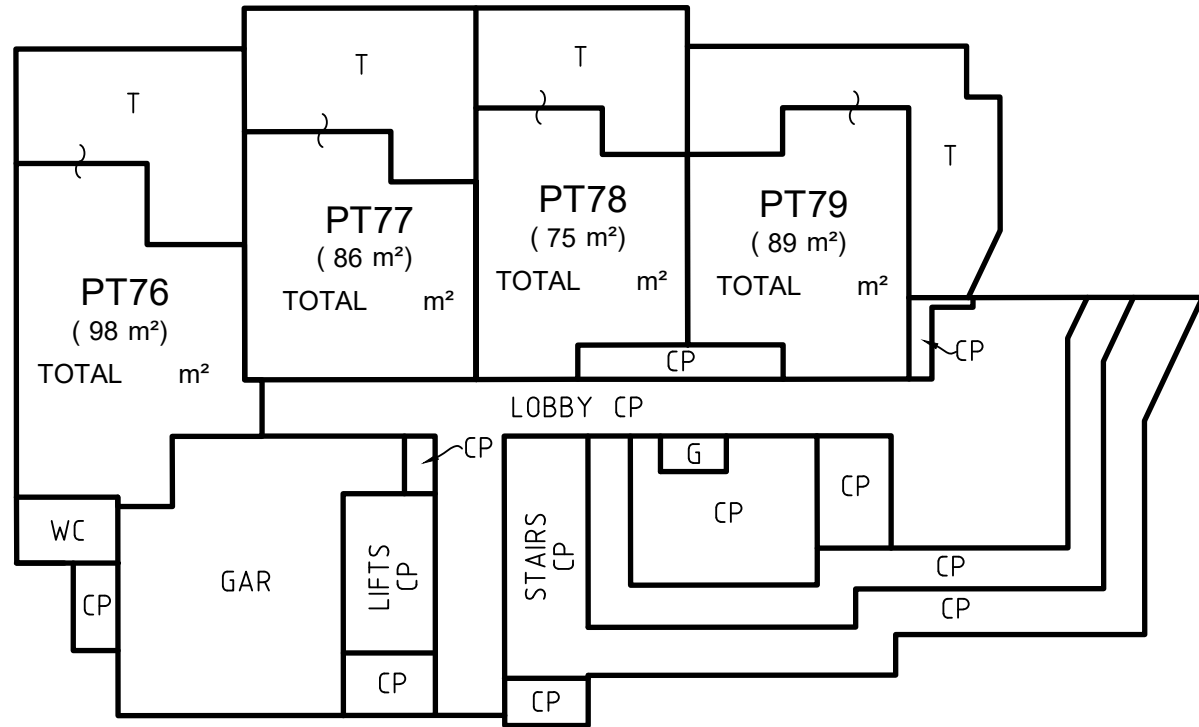
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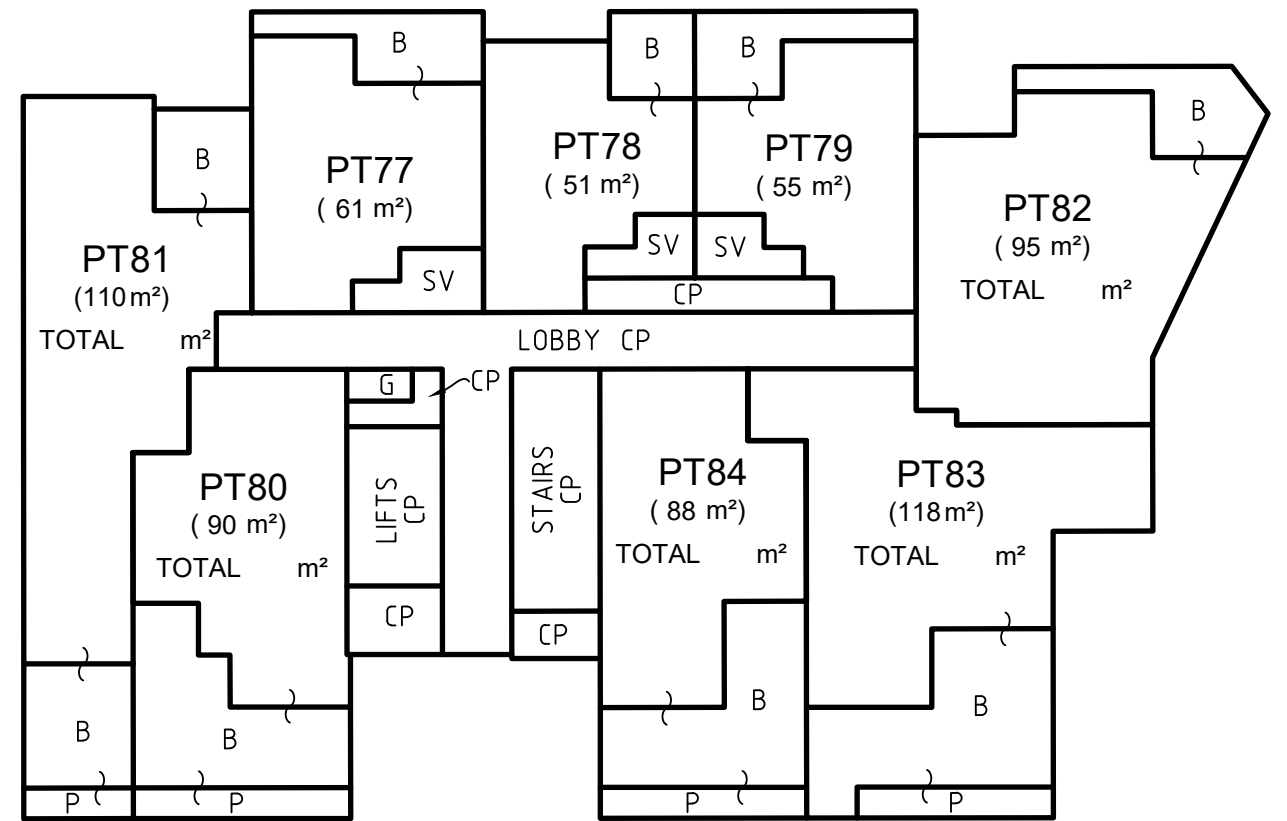
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BUILDING F

LEVEL 1
(STRATUM LEVEL LOWER GROUND LEVEL)



LEVEL 2
(STRATUM LEVEL GROUND LEVEL)



NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- G ~ GARBAGE (CP)
- GAR ~ GARBAGE ROOM (CP)
- P ~ PLANTER
- SV ~ STAIR VOID
- T ~ TERRACE
- WC ~ WATER CLOSET (CP)

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PLAN OF SUBDIVISION OF LOT 14 IN DP 271179

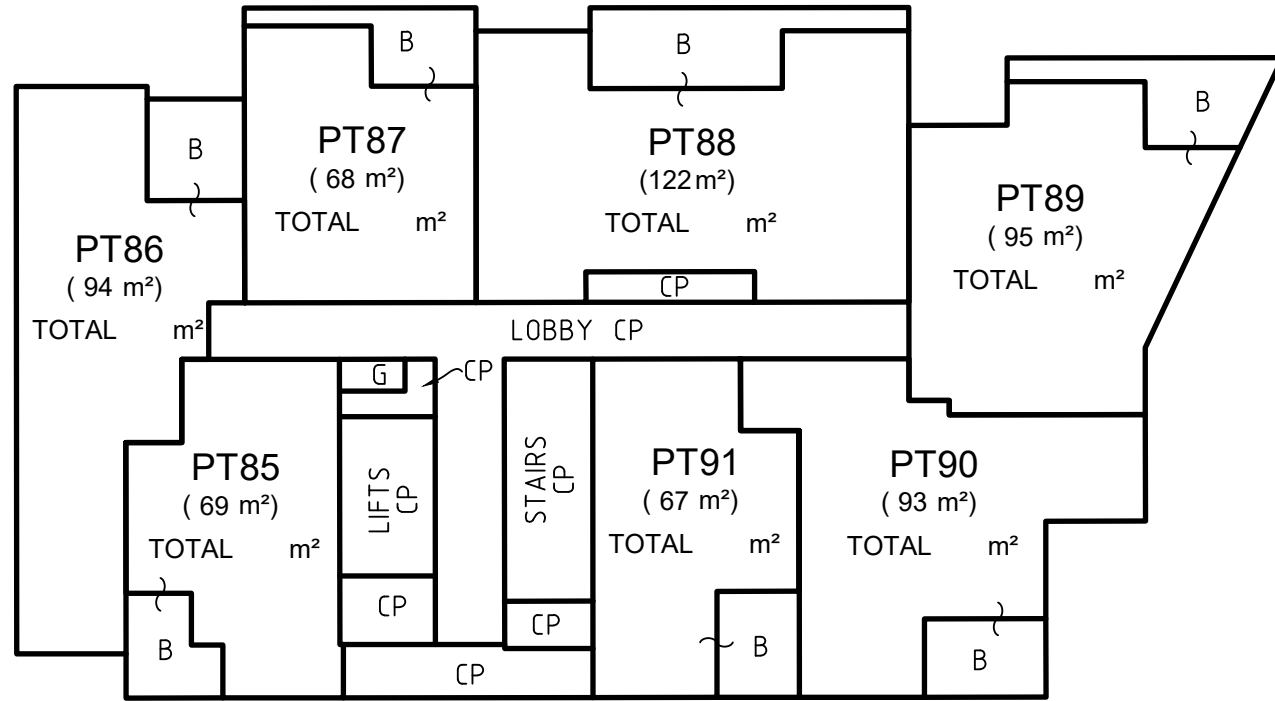
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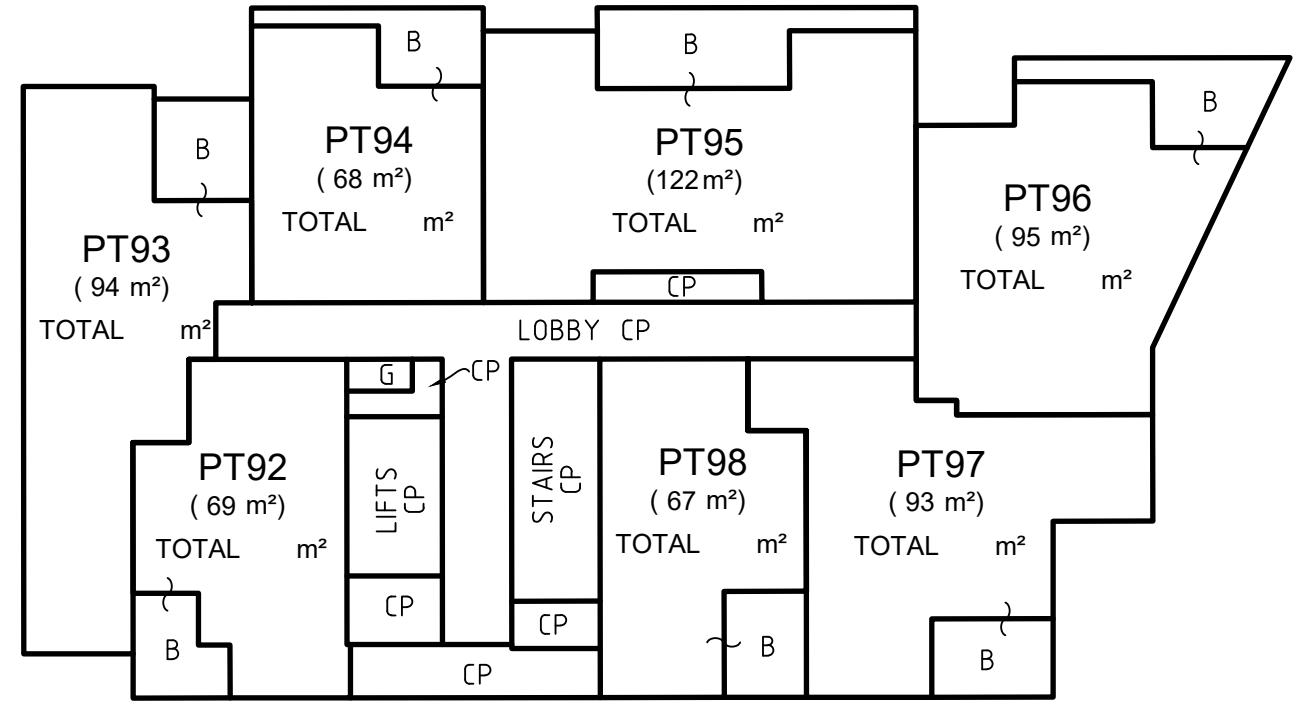
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BUILDING F

**LEVEL 3
(STRATUM LEVEL 1)**



**LEVEL 4
(STRATUM LEVEL 2)**



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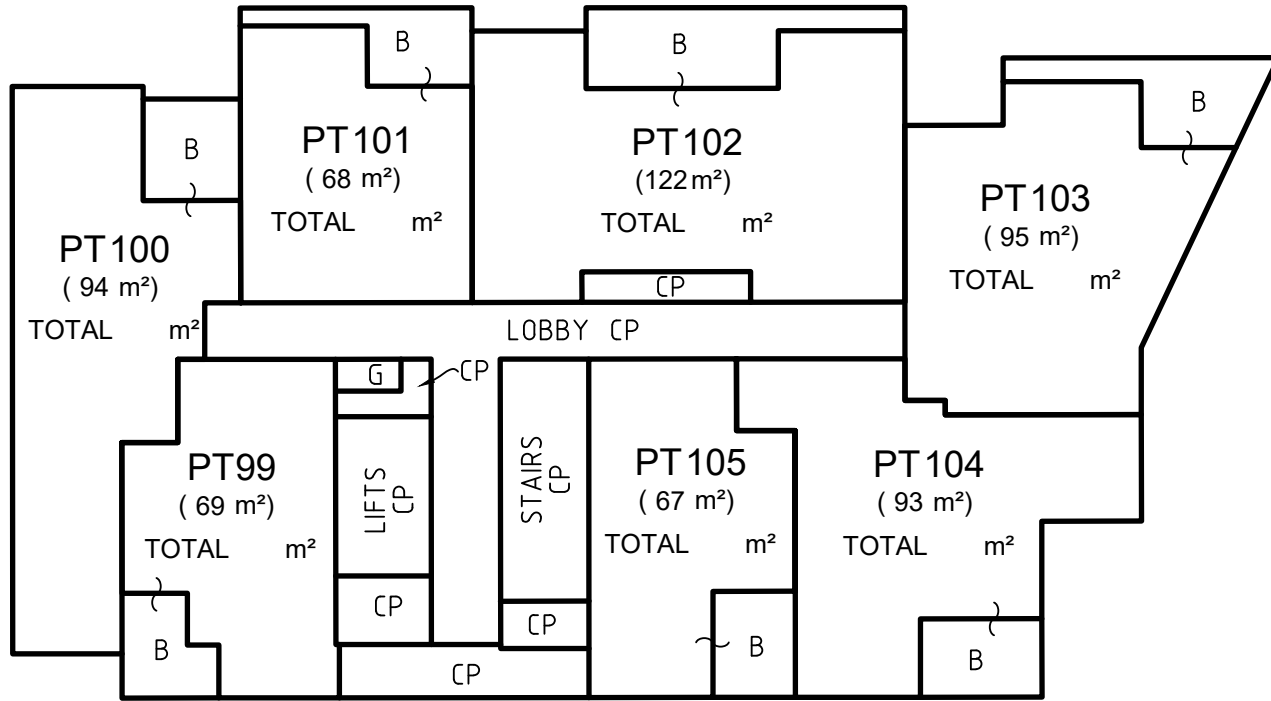


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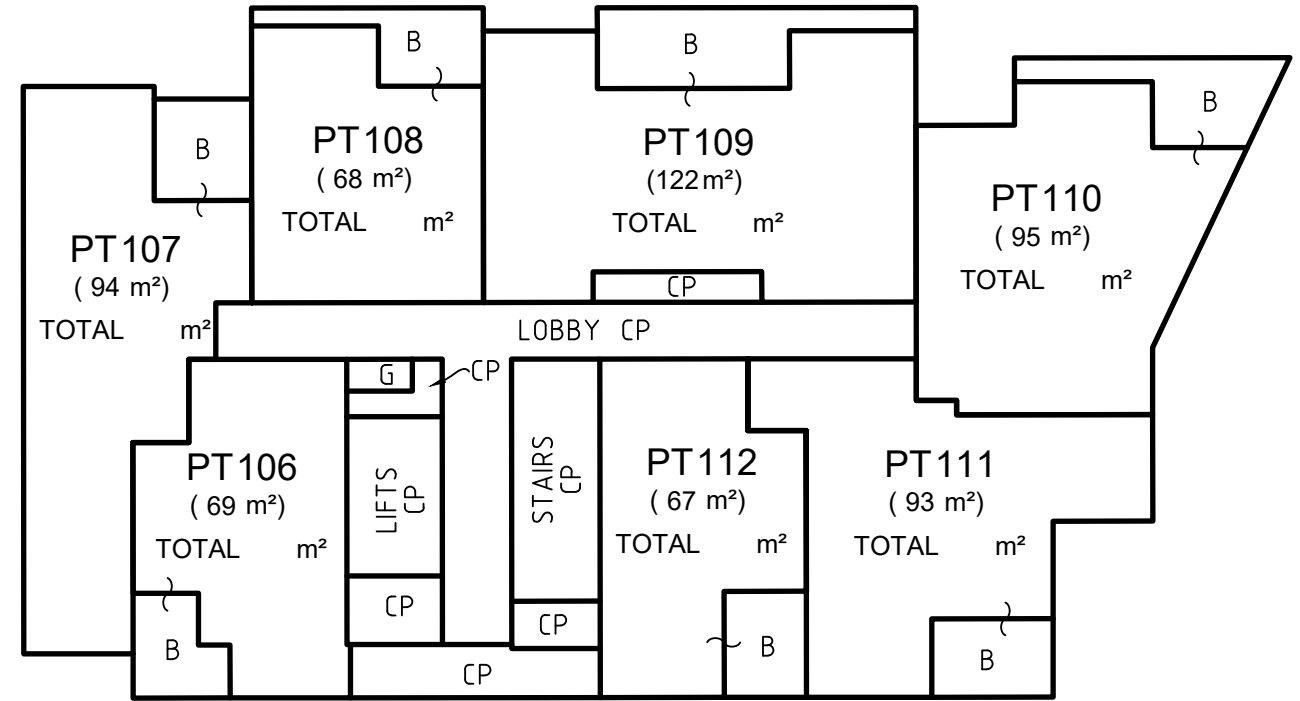
BUILDING F



**LEVEL 5
(STRATUM LEVEL 3)**



**LEVEL 6
(STRATUM LEVEL 4)**



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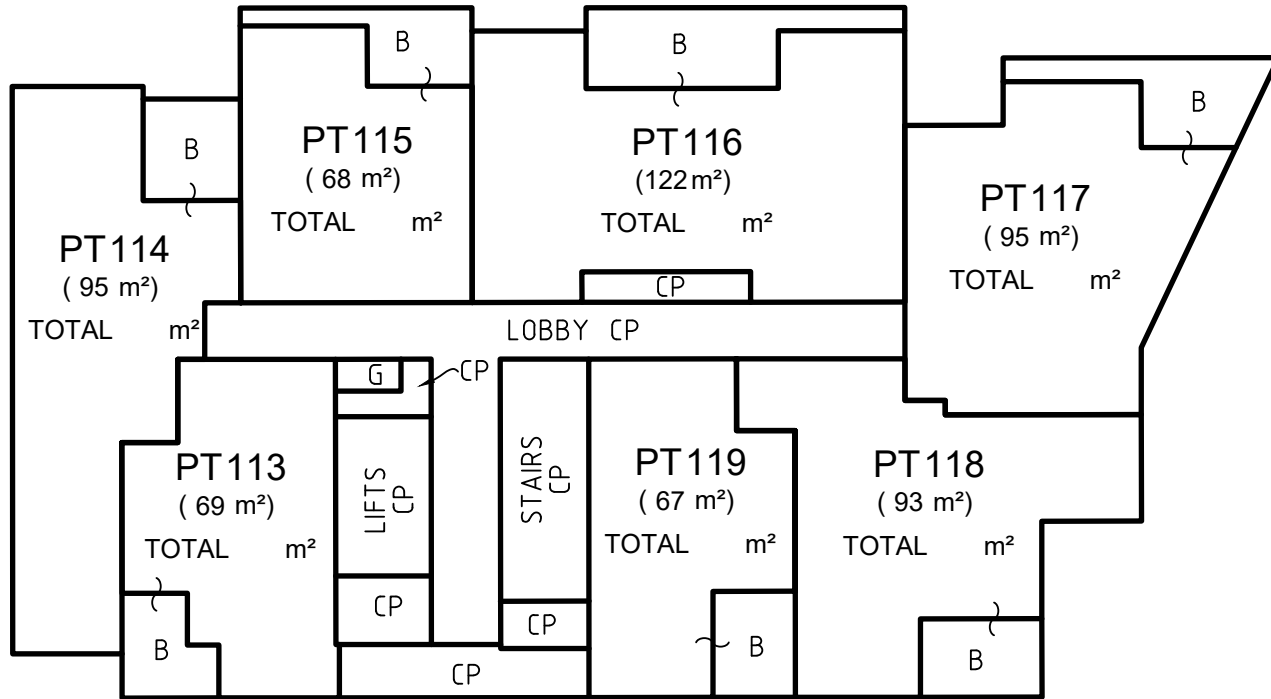


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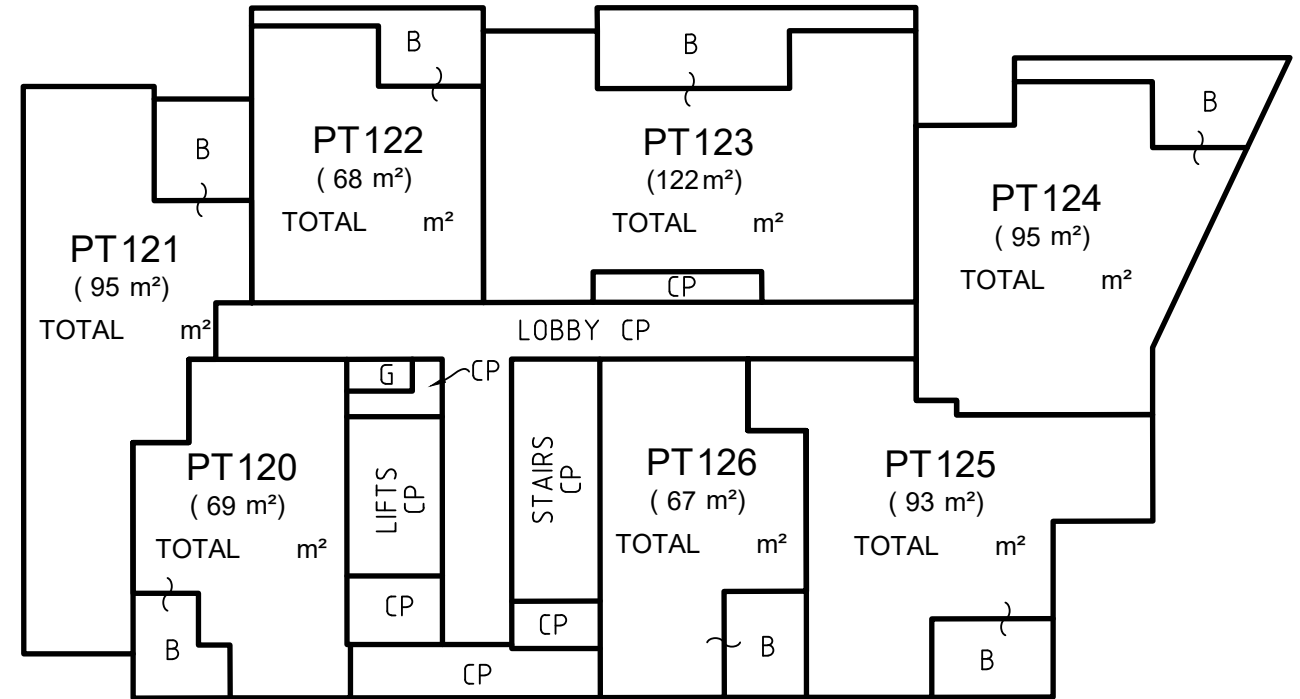
BUILDING F



**LEVEL 7
(STRATUM LEVEL 5)**



**LEVEL 8
(STRATUM LEVEL 6)**



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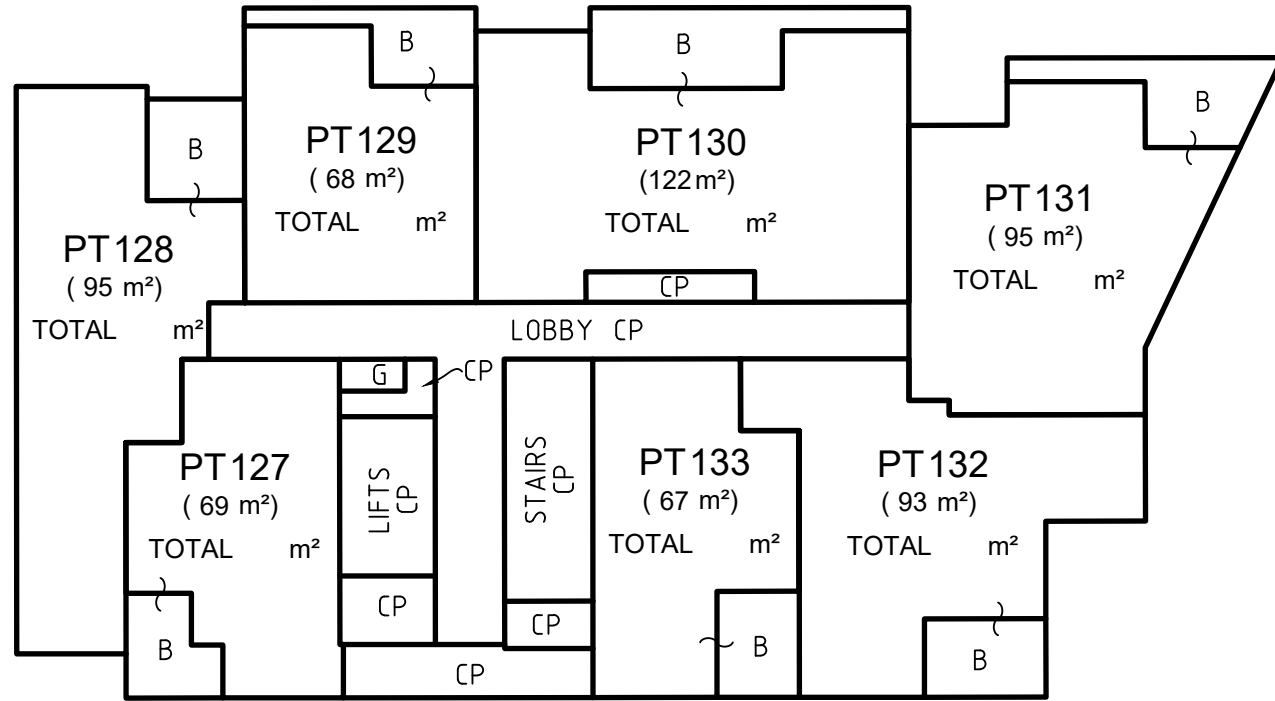
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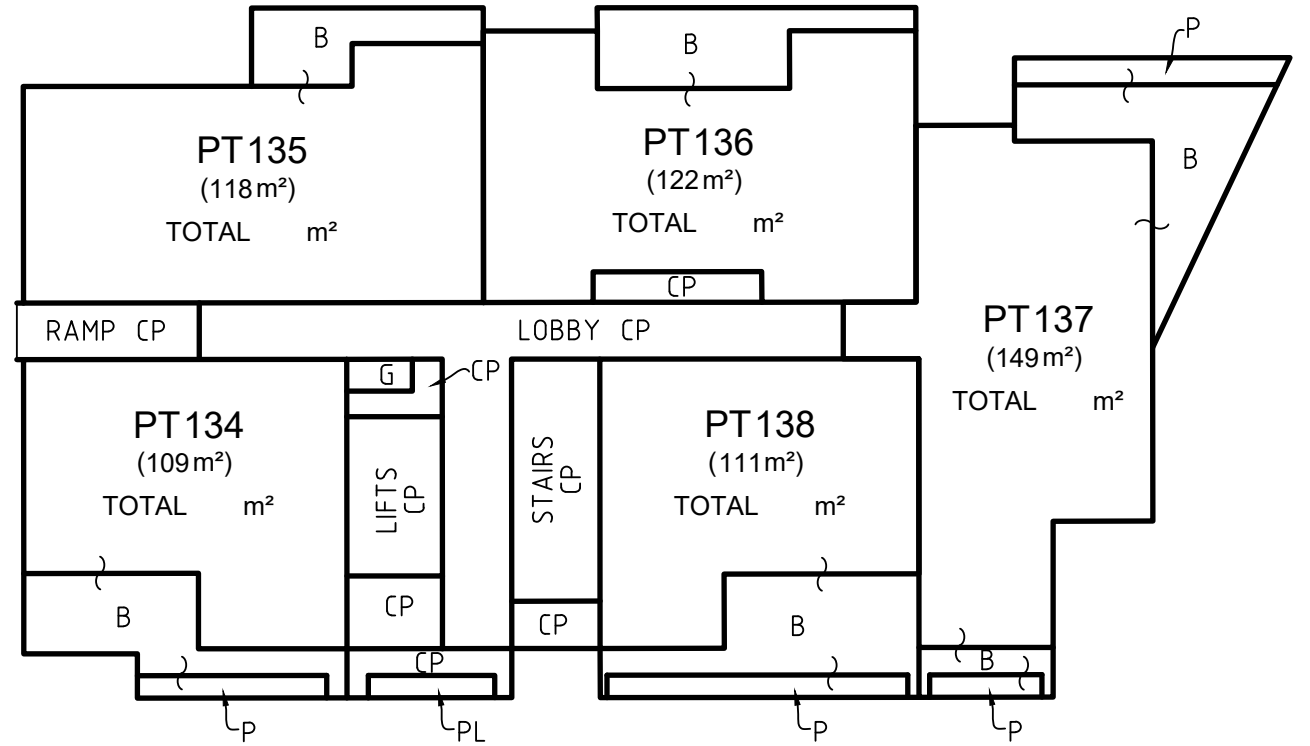
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BUILDING F

**LEVEL 9
(STRATUM LEVEL 7)**



**LEVEL 10
(STRATUM LEVEL 8)**



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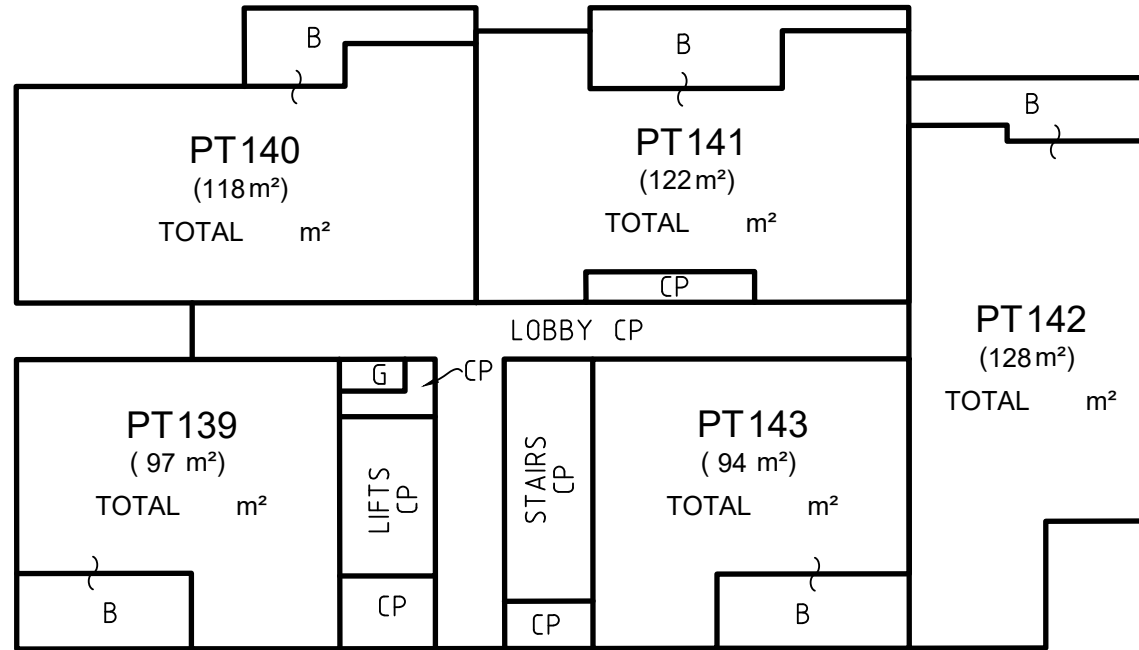
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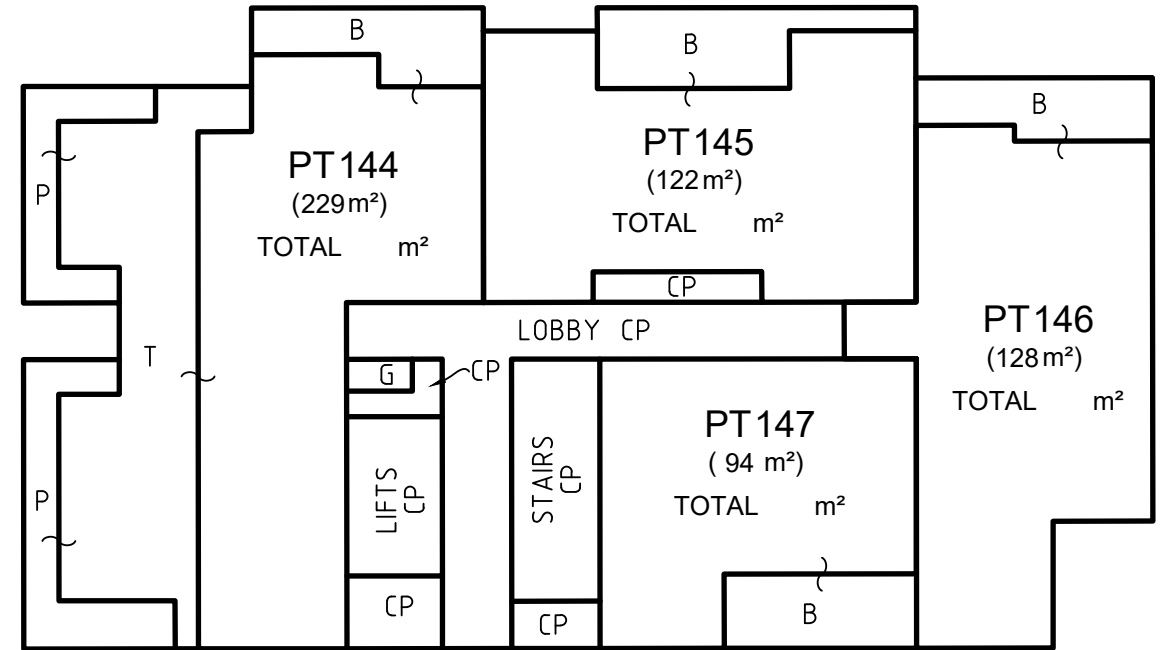
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BUILDING F

**LEVEL 11
(STRATUM LEVEL 9)**



**LEVEL 12
(STRATUM LEVEL 10)**



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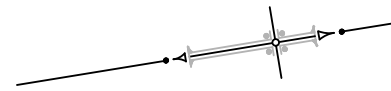
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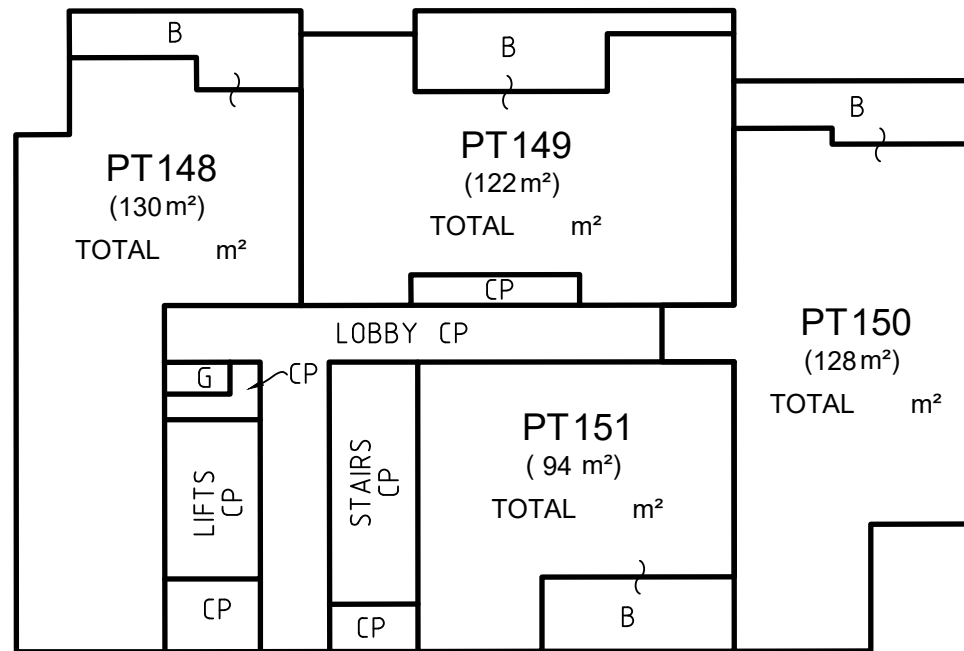


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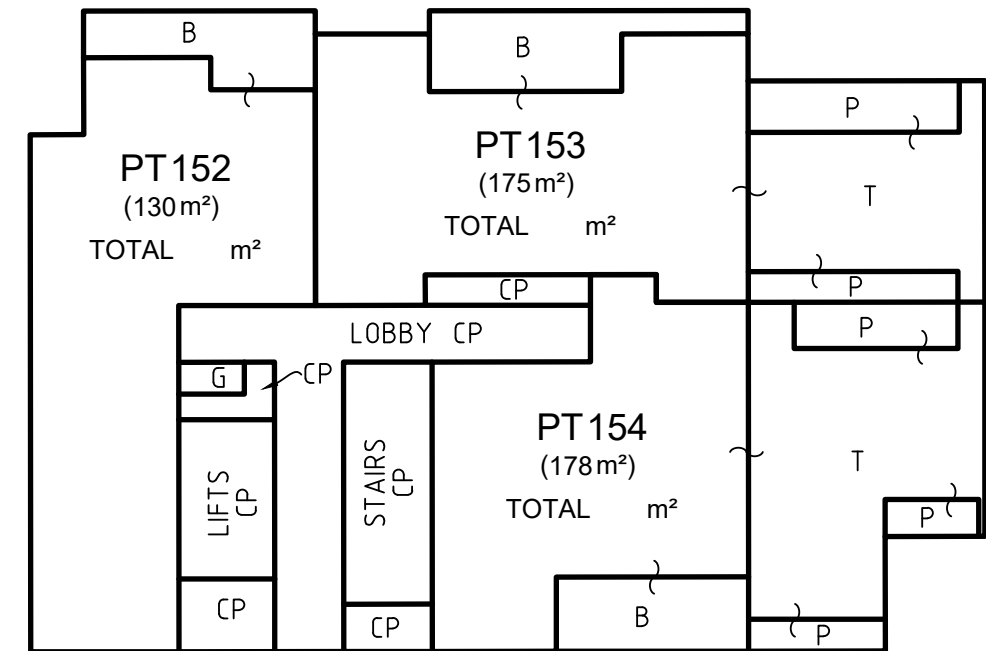
BUILDING F



**LEVEL 13
(STRATUM LEVEL 11)**



**LEVEL 14
(STRATUM LEVEL 12)**



NOTES:

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- G ~ GARBAGE (CP)
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- T ~ TERRACE

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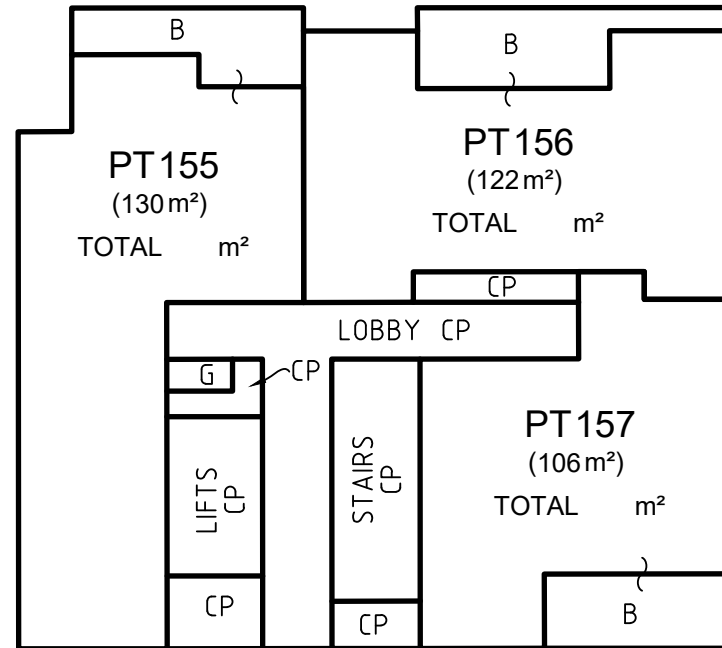
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<p>SURVEYOR Name: JACEK IDZIKOWSKI Date: DRAFT ONLY Surveyor's Reference: 31573 063SP-CF_1</p>	<p>PLAN OF SUBDIVISION OF LOT 14 IN DP 271179</p>	<p>LGA: CITY OF PARRAMATTA Locality: WENTWORTH POINT Reduction Ratio 1: 250 Lengths are in metres.</p>	<p>Registered LTS CONFIDENCE TOGETHER <small>www.ltsl.com.au P 1300 587 000</small></p>	<p>SP DRAFT ISSUE FOR REVIEW : 25-06-2024</p>
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BUILDING F
LEVEL 15
(STRATUM LEVEL 13)



NOTES:


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- CP ~ COMMON PROPERTY
- G ~ GARBAGE (CP)

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Approved Form 7	Strata Plan By-laws	Sheet 1 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

By-Laws: "One The Waterfront – Building C and F, 23 Bennelong Parkway and 8 Hill Road, Wentworth Point NSW 2127"

Instrument setting out the details of by-laws to be created upon registration of the strata plan

Approved Form 7	Strata Plan By-laws	Sheet 2 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

Table of Contents

1.	Definitions and Interpretation	3
2.	Owners Corporation Consent	6
3.	Laws and Instruments	7
4.	Behaviour of Owners, Occupiers and Permitted Persons	8
5.	Common Property	10
6.	Facilities Manager	12
7.	External Appearance.....	13
8.	Storage Areas on Common Property	14
9.	Motor Cycle Parking, Car Share Space, Bicycle Parking on Common Property.....	15
10.	Car Wash Bay	17
11.	Keeping of Animals.....	17
12.	Cleaning	19
13.	Moving Goods and Furniture	20
14.	Erecting a sign.....	21
15.	Garbage Disposal.....	21
16.	Provision of Amenities or Services.....	22
17.	Lifts	23
18.	Security	23
19.	Security Keys.....	24
20.	Building Works & Alterations	25
21.	Owners Corporation may carry out work	26
22.	Air conditioning.....	27
23.	Change in Use	28
24.	Integrity of Fire Safety Systems	29
25.	Use of Balconies and Terraces.....	30
26.	Traffic on Common Property	31
27.	Planters	32
28.	Development Consent Conditions	32
	Execution Page	33

Approved Form 7	Strata Plan By-laws	Sheet 3 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

1. Definitions and Interpretation

1.1 Definitions

In these by-laws these terms (in any form) mean:

- (a) **Act** means the Strata Schemes Management Act 2015;
- (b) **Air Conditioning Unit** means any ducted or split air conditioning system comprising separate compressor and control units and all associated components including lines, pipes, wires, brackets, screws, bolts, switches, etc. that exclusively service an individual Lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps and fans, existing at the time of registration of the Strata Plan;
- (c) **Balcony** means that part of a Lot which is noted as "B" on the Strata Plan;
- (d) **Building** means the building in which the Parcel is located;
- (e) **by-laws** means these by-laws;
- (f) **Car Share Space** means that part of the Common Property allocated for use and operation by the Owners Corporation or car share operator as a shared car park space;
- (g) **Car Space** means a part of a Lot or a separate lot which has been or will be allocated for use as a car space, as shown as "CS" on the Strata Plan;
- (h) **Car Wash Bay** means that part of the Common Property as shown as "CWB" on the Strata Plan;
- (i) **Common Property** means so much of the Parcel as from time to time is not comprised in any Lot;
- (j) **Council** means Parramatta City Council or its successor;
- (k) **Developer** means CA Wentworth Point Pty Ltd (ACN 666 151 471) ATF CA Wentworth Point Unit Trust;
- (l) **Development Consent** means the development consent (as varied or amended) for construction of the Building;
- (m) **Excluded Dog** means an unregistered, restricted or dangerous dog under the Companion Animals Act 1998;
- (n) **Facilities Manager** means any person or corporation appointed under by-law , whether appointed by the Developer or the Owners Corporation;

Approved Form 7	Strata Plan By-laws	Sheet 4 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (o) **Fire Safety Device** any structure or device contained within a Lot or Common Property that:
 - (i) monitors or signals the incidence of smoke, heat or fire within the Parcel;
 - (ii) provides lighting in the case of smoke, heat or fire within the Parcel;
 - (iii) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
 - (iv) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
 - (v) is required by Law for fire safety or that otherwise improves fire safety;
- (p) **Garbage Room** means the garbage and recycling bin areas or rooms located on the Common Property;
- (q) **Government Agency** means any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;
- (r) **Law** includes:
 - (i) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
 - (ii) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority;
- (s) **Lift** means any lift or lifts located on the Common Property;
- (t) **Lot** means a lot in the Strata Plan;
- (u) **Motor Cycle Space** means that part of the Common Property (if any) allocated for the use of parking a motor cycle;
- (v) **Occupier** means any person in lawful occupation of a Lot or any part of a Lot;
- (w) **Owner** means:
 - (i) except as provided in paragraph (ii), a person for the time being recorded in the register as entitled to an estate in that Lot; or
 - (ii) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s 98 of the Act;

Approved Form 7	Strata Plan By-laws	Sheet 5 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (x) **Owners Corporation** means the owners corporation for the Strata Scheme and to the extent permitted by s.36(3) of the Strata Schemes Management Act, the Strata Committee of the Owners Corporation;
- (y) **Parcel** means the land comprised in the Strata Scheme;
- (z) **Permitted Person** means a person on the Parcel with the express or implied consent of an Owner or Occupier;
- (aa) **Planter** means that part of the Building shown as “P” on the Strata Plan;
- (bb) **Rules** means the rules made under these by-laws;
- (cc) **Screens** means any fly screens or other external screen or door which is attached to windows or doors;
- (dd) **Security Key** means any key, swipe card, magnetic or other device used to:
 - (i) open and close gates or locks; or
 - (ii) operate alarms, security systems or communications systems; or
 - (iii) operate any equipment or system if applicable;
- (ee) **Storage Area** means that part of a Lot which is noted as “S” on the Strata Plan;
- (ff) **Strata Committee** means the committee established under s.29 of the Strata Schemes Management Act 2015 by the Owners Corporation;
- (gg) **Strata Manager** means 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;
- (hh) **Strata Plan** means the strata plan registered with these by-laws;
- (ii) **Strata Scheme** means the strata scheme constituted on registration of the Strata Plan;
- (jj) **Terrace** means the areas shown as “T” on the Strata Plan;
- (kk) **Visitor Car Parking Space** means that part of the Common Property allocated for the purposes of visitors parking their vehicles.

1.2 Interpretation

- (a) A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.

Approved Form 7	Strata Plan By-laws	Sheet 6 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (b) In these by-laws unless the contrary intention appears a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) any gender includes all other genders;
 - (iii) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
 - (iv) this instrument includes any variation or replacement of it.
- (c) 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.
- (d) Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
- (e) The word "includes" in any form is not a word of limitation.
- (f) A reference to Law includes all Law amending, consolidating or replacing Law.

2. Owners Corporation Consent

- (a) A person must make an application for the consent of the Owners Corporation under these by-laws in writing.
- (b) Subject to an express provision in these by-laws the Owners Corporation must acting reasonably:
 - (i) give consent conditionally or unconditionally; or
 - (ii) withhold its consent.
- (c) An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.
- (d) 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:
 - (i) the Owners Corporation at a general meeting; or
 - (ii) the executive committee of the Owners Corporation at an executive committee meeting.

2.2 The Owners Corporation must give any consent required under these by-laws in writing.

Approved Form 7	Strata Plan By-laws	Sheet 7 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

3. Laws and Instruments

3.1 Application

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.

3.2 Rules

- (a) 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.
- (b) The Rules must be consistent with these by-laws.
- (c) The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- (d) 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.
- (e) 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.

3.3 Compliance with these By Laws

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 and Permitted Persons 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.

3.4 Compliance with Laws

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.

3.5 Covenants and Easements

Approved Form 7	Strata Plan By-laws	Sheet 8 of 35 sheet(s)
Office Use Only Registered:		Office Use Only

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.

3.6 Levies

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.

3.7 Non-compliance

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) any monies due to the Owners Corporation, shall upon notice given by the Owners Corporation become a debt due to the Owners Corporation from the date of the notice;
- (e) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt or as a set off the amount against any amount owed by the Owner;
- (f) the powers of the Owners Corporation under this by-law are in addition to those available to it under the Act; and
- (g) The Strata Manager may take any action under this by-law on behalf of the Owners Corporation, whether or not the Owners Corporation has resolved to do so.

3.8 Applications

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.

4. Behaviour of Owners, Occupiers and Permitted Persons

4.1 Noise and Vibration

Approved Form 7	Strata Plan By-laws	Sheet 9 of 35 sheet(s)
Office Use Only Registered:		Office Use Only

An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might reasonably interfere with another Owner, Occupier's right to peaceful enjoyment of a Lot or the Common Property.

4.2 Behaviour

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.

4.3 Children

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 which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

4.4 Permitted Persons

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.

4.5 Increasing Insurance

- (a) 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.
- (b) 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.
- (c) Provided the Owner of the relevant Lot complies with by-law (b), it will not be in breach of by-law (a) with respect to any increase in premium arising out of the use of its Lot.

4.6 Damage to lawns and plants

- (a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:
 - (i) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or
 - (ii) use for his or her own purposes as a garden any portion of the Common Property.

Approved Form 7	Strata Plan By-laws		Sheet 10 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only	

4.7 Storage of inflammable liquids and other substances and materials

- (a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

4.8 Signage

- (a) An Owner or Occupier may not place any sign on the Common Property, without the consent of the Owners Corporation and if required, any Government Agency.
- (b) By-law 4.8(a) shall not apply to the Developer whilst any Lots remain unsold.

4.9 Smoking

An Owner or Occupier of a Lot shall not permit smoking in any Lot or part of the Common Property.

5. Common Property

5.1 Obligations of Owners and Occupiers

- (a) 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:
 - (i) leave anything on Common Property;
 - (ii) obstruct the use of Common Property;
 - (iii) use any part of Common Property for the Owner's or Occupier's own purposes;
 - (iv) erect any structure on Common Property;
 - (v) attach any item to Common Property;
 - (vi) do or permit anything to be done to Common Property which might cause damage; or
 - (vii) alter Common Property.
- (b) By-law 20 applies to the carrying out of building works or alterations and may apply to paragraph (iv), (v) or (vi) of by-law (a).

Approved Form 7	Strata Plan By-laws	Sheet 11 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (c) An Owner or Occupier must:
 - (i) 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;
 - (ii) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
 - (iii) 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.
- (d) 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.

5.2 Damage to Common Property

- (a) An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.
- (b) An approval given by the Owners Corporation under by-law 5.1(a) cannot authorise any additions to the Common Property.
- (c) If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:
 - (i) promptly notify the Owners Corporation of the damage caused; and
 - (ii) compensate the Owners Corporation accordingly.

5.3 Fire

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 5.3(a) to Council.

Approved Form 7	Strata Plan By-laws	Sheet 12 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

6. Facilities Manager

- (a) In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into agreements with the Facilities Manager to provide management and operational services.
- (b) The duties of the Facilities Manager under an agreement between it and the Owners Corporation may include, without limitation:
 - (i) caretaking, supervising and servicing Common Property;
 - (ii) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
 - (iii) arranging for the inspection and certification of plant and equipment as required by laws;
 - (iv) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;
 - (v) supervising employees and contractors of the Owners Corporation;
 - (vi) coordinating and managing collection of garbage and recyclable materials; and
 - (vii) doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building.
- (c) The Owners Corporation must accept and comply with the terms of any caretaking agreement entered into by the Developer for the purposes of the Strata Scheme prior to the creation of the Strata Scheme, provided that any such caretaking agreement expires at the conclusion of the first annual general meeting of the Owners Corporation.
- (d) Subject to by-law (c), the Owners Corporation may enter into a caretaking agreement with a Facilities Manager. Any such caretaking agreement must include provisions for:
 - (i) the remuneration of the Facilities Manager for the term of the agreement; and
 - (ii) the duties of the Facilities Manager (being any of those listed in by-law (b)),

and otherwise be on terms and conditions reasonably determined by the Owners Corporation. The agreement may include a provision granting the Facilities Manager possession over part of the Common Property. The Owners Corporation is not obliged to appoint the same Facilities Manager appointed by the Developer (if any).
- (e) An Owner or Occupier or any Permitted Person must not:

Approved Form 7	Strata Plan By-laws	Sheet 13 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (i) interfere with or stop the Facilities Manager or the Strata Manager performing their obligations or exercising their rights under their respective agreements with the Owners Corporation; or
- (ii) interfere with or stop the Facilities Manager or the Strata Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

7. External Appearance

7.1 General

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.

7.2 Window Coverings

To ensure the architectural integrity of the Building:

- (a) window coverings shall be blinds which when viewed from the exterior of the Building must be white or off-white in colour; and
- (b) no louvres of any kind may be installed on any window.

7.3 Hanging of Washing & Other Items

An Owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building including from the Balcony or Terrace if they can be viewed from outside the Lot.

7.4 Screens

- (a) An Owner or Occupier must not install Screens to an entry door to a Lot.
- (b) 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. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

7.5 Floor Coverings

- (a) An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

Approved Form 7	Strata Plan By-laws	Sheet 14 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (b) Except where an Owner or Occupier of a Lot is replacing a floor finish with carpet and underlay, 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 (c) has been furnished to the Owners Corporation.
- (c) An application for consent by an Owner under by-law (b) 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 (a) and is otherwise in accordance all applicable Laws (including the National Code of Construction).
- (d) This by-law does not apply to floor space comprising a kitchen including eating areas, laundry, lavatory, bathroom or entries.

7.6 Furniture

Where a floor finish other than carpet and underlay has been installed (whether by the Developer 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.

8. Storage Areas on Common Property

8.1 Storage Areas

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, 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;
- (c) 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;
- (d) ensure that a Storage Area is kept clean and free of rubbish and vermin;
- (e) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and

Approved Form 7	Strata Plan By-laws		Sheet 15 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only	

- (f) 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.

8.2 Storage Cages

- (a) The Owners and Occupiers acknowledge and accept that:
- (i) the storage cages are located in the basement of the Building;
 - (ii) the basement of the Building has been designed with a wet wall system; and
 - (iii) in times of heavy rain, moisture may be present in these areas.
- (b) The Owners and Occupiers must:
- (i) take care of all belongings and items stored in the storage cages; and
 - (ii) not leave any items of value in the storage cages.
- (c) The Owners and Occupiers accept that items are stored in the storage cases at their own risk and the Owners Corporation accepts no liability for any damaged items stored in the storage areas as a result of the wet wall system or otherwise.

9. Motor Cycle Parking, Car Share Space, Bicycle Parking on Common Property

9.1 Car Parking spaces

- (a) Car parking spaces allocated to a Lot must only be used in conjunction with the relevant Lot by an Occupier.
- (b) An Owner or Occupier must not lease licence or grant any other rights in respect of any car parking space to any person who is not an Occupier.

9.2 Visitor Parking

- (a) An Owner or Occupier must not park a vehicle in a Visitor Car Parking Space.
- (b) An Owner or Occupier and the Owners Corporation must not:
- (i) park in a Visitor Car Parking Space or permit a Visitor Car Parking Space to be used by any person other than visitors to Strata Scheme;
 - (ii) create any exclusive use by-laws in respect of any Visitor Car Parking Space;

Approved Form 7	Strata Plan By-laws	Sheet 16 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (iii) enter into any lease or licence, or permit the entry into any lease or licence, for a Visitor Car Parking Space with any person; and
 - (iv) impose timed parking fees, or permit the imposition of timed parking fees, on the use of a Visitor Car Parking Space.
- (c) Visitors to the Strata Scheme must not park in the Visitor Car Parking Space for a continuous period of time exceeding 24 hours.

9.3 Car Share Space

- (a) This is an exclusive use by-law made under the Act.
- (b) The Owners Corporation is permitted to lease or licence the Car Share Space to a car share operator in accordance with the Development Consent such lease or licence is to include a right for the car share operator to install on the Common Property any access points or signs and all necessary equipment required to operate the Car Share Space.
- (c) An Owner or Occupier must not park, stand in or otherwise obstruct a Car Share Space or permit a Car Share Space to be used by any person;
- (d) The Owners Corporation, or the car share operator (whichever is applicable), must ensure that at all times there is:
 - (i) free use and operation of the Car Share Space for the Owners Corporation or car share operator;
 - (ii) public access to the vehicle parked in the Car Share Space; and
 - (iii) an effective insurance policy noting the Owners Corporation's interest as landowner for public liability insurance for an amount not less than \$20,000,000 in respect of one occurrence.

9.4 Parking on Common Property

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.

9.5 Motor Cycle Parking

An Owner or Occupier must only use the Motor Cycle Space for the purpose of parking a motor cycle vehicle.

9.6 Bicycle Parking

- (a) An Owner or Occupier may only leave bicycles in the Bike Park areas.

Approved Form 7	Strata Plan By-laws	Sheet 17 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (b) Owners and Occupiers acknowledge that bicycles are left in the Bike Park areas at their own risk and the Owners Corporation accepts no liability for any lost, damaged or stolen bicycles.

9.7 Parking Permits

Owners and Occupiers of the Building shall not be eligible to obtain parking permits under any existing or future resident parking scheme for the area.

9.8 Registration plate details

- (a) The Owners Corporation or Facilities Manager may collect information relating to and keep a register of the registration plate details of vehicles parked in the Building from time to time.
- (b) If requested to do so by, or on behalf of, the Owners Corporation or Facilities Manager, any person bound by these by-laws must immediately provide to the Owners Corporation or Facilities Manager the registration plate details of each vehicle that person parks in the Building.

10. Car Wash Bay

10.1 Use of Car Wash Bay

- (a) Owners and Occupiers may only use the Car Wash Bay for the washing and cleaning of vehicles.
- (b) Owners and Occupiers must:
 - (i) not park or stand any vehicle in the Car Wash Bay other than for washing and cleaning the vehicle;
 - (ii) not permit any other person to park or stand a vehicle in the Car Wash Bay;
 - (iii) comply with the directions of the Owners Corporation and the Facilities Manager in connection with access to and use of the Car Wash Bay; and
 - (iv) comply with the Rules and Laws relating to the use of the Car Wash Bay.

11. Keeping of Animals

11.1 Permitted Animals

An Owner or Occupier may keep without the consent of the Owners Corporation:

- (a) no more than 1 small size dog (other than an Excluded Dog or a dog that exceeds 42 kilograms in weight when fully grown);

Approved Form 7	Strata Plan By-laws	Sheet 18 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (b) goldfish or other similar fish in an indoor aquarium;
- (c) one domestic cat;
- (d) a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if an Owner or Occupier needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

11.2 Excluded Dog

An Owner or Occupier must not keep an Excluded Dog and the Owners Corporation will not give consent to the keeping of an Excluded Dog.

11.3 Consent

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 animals than allowed under by-law 11.1 at the same time.

11.4 Rules

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; and
- (d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:
 - (i) any noise which is disturbing to an extent which is unreasonable;
 - (ii) 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;
- (f) must provide all necessary details of the animal to the Owners Corporation or Facilities Manager to permit the animal to be appropriately identified and registered.

Approved Form 7	Strata Plan By-laws	Sheet 19 of 35 sheet(s)
Office Use Only Registered:		Office Use Only

- (g) This by-law:
- (i) applies to any Permitted Person; and
 - (ii) does not permit the keeping of an Excluded Dog; but
 - (iii) does not prevent the keeping of a dog used as a guide or hearing dog.

11.5 Assistance animals

An Owner of Occupier of an Apartment who keeps an assistance animal must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal referred to in section 9 of the *Disability Discrimination Act 1992* (Cth) and must ensure that the animal wears its required identification.

11.6 Notice

- (a) 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.
- (b) A further breach under this by-law after notice has been served on an Owner or Occupier under by-law (a), will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

12. Cleaning

12.1 Cleaning and Maintenance of Lot

Each Owner and Occupier must keep their Lot:

- (a) clean and tidy;
- (b) free from rubbish; and
- (c) in good repair and condition.

12.2 Windows and Doors

An Owner or Occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass Balcony louvres and retractable glass walls) 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

Approved Form 7	Strata Plan By-laws	Sheet 20 of 35 sheet(s)
Office Use Only Registered:		Office Use Only

- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

12.3 Balconies

- (a) An Owner or Occupier must keep all internal gardens within a Lot and Balconies clean, tidy and well maintained.
- (b) If there are planter boxes on or within a Balcony, Terrace or Lot, an Owner or Occupier must:
 - (i) properly maintain the soil in the planter boxes;
 - (ii) when watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
- (c) The Owners Corporation may issue a Notice in accordance with these by-laws if an Owner or Occupier fails to comply with by-law 12.3(b).
- (d) Balconies must not be:
 - (i) used for the storage of goods; or
 - (ii) enclosed in any way.

13. Moving Goods and Furniture

13.1 Notice

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.

13.2 Owners Corporation may determine

The Owners Corporation 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.

13.3 Determination

- (a) 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.
- (b) 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.

Approved Form 7	Strata Plan By-laws	Sheet 21 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (c) 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 5.2(c).

13.4 Facilities Manager

If the Owners Corporation appoints the Facilities Manager to assist it to perform its functions under this by-law, then an Owner or Occupier must:

- (a) make arrangements with the Facilities Manager to transport any furniture or large objects through or on Common Property; and
- (b) comply with the reasonable requirements of the Facilities Manager when transporting furniture or large objects through or on Common Property.

14. Erecting a sign

14.1 Obligations

Owners and Occupiers must not erect a sign in their Lot or on Common Property.

14.2 Developer activities

The Developer may erect or place any sign on the Common Property and does not need consent from the Owners Corporation to:

- (a) erect and display "For Sale" or "For Lease" signs on Common Property or in a Lot which is owned by the Developer; or
- (b) erect and display any signage (including any advertising signage) on any part of the Common Property including the rooftop of the Building.

15. Garbage Disposal

15.1 General Waste

An Owner or Occupier of a Lot must:

- (a) only dispose of general waste by placing it in the general waste chute or other receptacle located in a Garbage Room on that Owner or Occupiers level of the Building;
- (b) not place any liquids, large items or recyclable waste including bottles, glass and boxes in the general waste chute;
- (c) only dispose of recyclable waste by placing it in the appropriate recyclable container located in the Garbage Room on that Owner or Occupiers level of the Building; and

Approved Form 7	Strata Plan By-laws	Sheet 22 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (d) only use the Garbage Room located on that Owner or Occupiers level of the Building.

15.2 Council Collection

- (a) The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the garbage collection point nominated by Council.
- (b) The Owners Corporation must comply with Council requirements for garbage collection.
- (c) Other than in accordance with this by-law, garbage, trade waste or recyclable material must not be placed outside the Building at any time.

15.3 Owner and Occupier obligations

An Owner or Occupier of a Lot must ensure that:

- (a) garbage is drained and securely wrapped before being placed in the general waste chute;
- (b) recyclable materials are placed in a container designated for that purpose in the Garbage Room and are separated and prepared in accordance with the applicable recycling guidelines; and
- (c) bottles are drained and cleaned and not broken before placing them in a recyclable container designated for that purpose.

15.4 Cleaning up spills

- (a) An Owner or Occupier of a Lot must immediately clean up any spillage of waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
- (b) If an Owner or Occupier of a Lot does not comply with by-law 15.4(a), the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

16. Provision of Amenities or Services

- (a) Subject to by-law (b), the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:
 - (i) window cleaning;
 - (ii) garbage disposal and recycling services;

Approved Form 7	Strata Plan By-laws	Sheet 23 of 35 sheet(s)
Office Use Only Registered:		Office Use Only

- (iii) electricity, water or gas supply;
 - (iv) telecommunication services;
 - (v) landscaping and gardening;
 - (vi) general cleaning; and
 - (vii) security services.
- (b) 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.

17. Lifts

- 17.1 The Lifts installed in the Building must be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer, and no Occupier, Owner or visitor the Building must use the Lifts contrary to this capacity.
- 17.2 All Owners, Occupiers and visitors who wish to use lifts to carry large or heavy equipment to any Lot must first give reasonable notice and obtain approval from the Owners Corporation and comply with any conditions the Owners Corporation may require, for example, the installing of protective curtaining within the Lift.
- 17.3 An Owner or Occupier of a Lot must not misuse or permit to be misused any Lift in the Building and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.

18. Security

- 18.1 Rights and Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Building; and
- (b) prevent fires or other hazards.

- 18.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Building.

Approved Form 7	Strata Plan By-laws	Sheet 24 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

19. Security Keys

19.1 Owners Corporation

- (a) The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
- (b) The Owners Corporation must make Security Keys available to:
 - (i) Owners; and
 - (ii) persons authorised by the Owners Corporation.
- (c) The Security Keys shall remain at all times the property of the Owners Corporation

19.2 Fee

The Owners Corporation may charge a reasonable fee and/or deposit for an additional or replacement Security Key required by an Owner.

19.3 Occupiers

An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

19.4 Restricting access to Common Property

The Owners Corporation has the power to:

- (a) close off or restrict Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key access to levels where an Owner or Occupier does not own or occupy a Lot or have access to according to an exclusive use or special privilege by-law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building.

19.5 Rules

A person to whom a Security Key is made available must:

- (a) not duplicate or copy the Security Key;

Approved Form 7	Strata Plan By-laws	Sheet 25 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (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;
- (e) return the Security Key to the Owners Corporation upon ceasing to be an Owner or an Occupier, or on the demand of the Owners Corporation; and
- (f) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

20. Building Works & Alterations

20.1 Consents

- (a) Subject to this by-law 20, an Owner or Occupier must obtain the consent of the Owners Corporation to carry out building works or alterations that will affect Common Property or another Lot.
- (b) In addition to the consent of the Owners Corporation under by-law (a), an Owner or Occupier must obtain the consent of the Council or any other Government Agency if required.
- (c) Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.
- (d) Consent of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.
- (e) Consent of the Owners Corporation to the carrying out of building works or alterations will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).

20.2 Notice to Owners Corporation

- (a) 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 work or alterations. This applies whether or not consent of the Owners Corporation is required.
- (b) The notice under by-law (a) must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:

Approved Form 7	Strata Plan By-laws	Sheet 26 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (i) the estimated time period for the carrying out of the proposed alterations or building works;
- (ii) the nature and extent of the proposed alterations or building works; and
- (iii) whether any Common Property or another Lot will be affected.

20.3 Carrying out of building works or alterations

During the carrying out of any building works or alterations an Owner must:

- (a) ensure no damage is caused to services or pipes within the Building;
- (b) 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;
- (c) repair any damage caused to the Common Property as a result of the building works or alterations;
- (d) carry out the building works or alterations promptly; and
- (e) ensure that the building works or alterations are carried out within working hours generally imposed by Council.

20.4 Audio or Audio Visual Equipment

- (a) 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.
- (b) The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be compromised by the proposed installation.

20.5 Minor renovations as defined in s.110 (3) of the Strata Schemes Management Act 2015 may be approved by the Strata Committee at any meeting of the Strata Committee under s.39 of the Strata Schemes Management Act 2015, and references in the by-laws to the Owners Corporation shall be references to the Strata Committee except for functions reserved to the Owners Corporation under s.36 (3) of the Strata Schemes Management Act 2015.

21. Owners Corporation may carry out work

21.1 Owners Corporation rights

- (a) The Owners Corporation may do anything on or in a Lot:

Approved Form 7	Strata Plan By-laws	Sheet 27 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (i) which should have been done under these by-laws but has not been done or has not been done properly;
 - (ii) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
 - (iii) to gain access to Common Property for any reasonable purpose.
- (b) If by-law (a) applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:
- (c) enter and remain on the Lot for as long as is necessary; and
 - (d) recover any costs associated with carrying out works under these by-laws from the Owner.

21.2 Notice

- (a) 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:
- (i) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
 - (ii) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.
- (b) By-law (a) is in addition to the powers of the Owners Corporation under the Act.

22. Air conditioning

22.1 Exclusive Use

This is an exclusive use by-law made under sections the Act.

22.2 Maintenance

- (a) The Owner of each Lot has the exclusive use of the Air Conditioning Unit that exclusively services their Lot at the date of registration of the Strata Plan and has the exclusive right to use the area of the Common Property, if any, where the Air Conditioning Unit is located.
- (b) An Owner must maintain the Air Conditioning Unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary.

22.3 Use of an Air Conditioning Unit

Approved Form 7	Strata Plan By-laws	Sheet 28 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (a) An Owner or Occupier must not use an Air Conditioning Unit in breach of the *Protection of the Environment Operations Act 1997* or any other applicable law.
- (b) An Owner may remove and replace an Air Conditioning Unit but must do so at his or her expense and in a workmanlike manner. Any replacement Air Conditioning Unit must be of the equivalent or more efficient energy rating and have the equivalent or reduced noise levels. An Owner must ensure that after an Air Conditioning Unit is permanently removed from the Common Property it is repaired to the standard reasonably required by the Owners Corporation.

22.4 Air Conditioning Unit is Property of Owner

- (a) An Air Conditioning Unit remains the personal property of the Owner of the Lot from time to time and each Lot Owner bears the sole responsibility for insuring their Air Conditioning Unit.
- (b) An Owner or Occupier of a Lot must not install any component of an Air Conditioning Unit to serve his or her Lot that has a component on any Balcony, Terrace, deck, or area that is visible from outside the Lot.

22.5 Make Good and Indemnity

- (a) Damage to the Common Property adjacent to the Air Conditioning Unit 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.
- (b) 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.
- (c) An Owner of a Lot may allow any Occupier of that Lot to exercise the rights of the Owner under this by-law. The Owner of the Lot remains liable under these by-laws for all obligations under this by-law.

23. Change in Use

23.1 Notice

- (a) 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).
- (b) 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

Approved Form 7	Strata Plan By-laws		Sheet 29 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only	

to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

23.2 Restrictions on the Use of Lots:

- (a) Lots may only be used as a single residential dwelling for occupation by Owners and Occupiers.
- (b) Owners and Occupiers must not use its Lot or permit its Lot to be used:
 - (i) except for a use permitted by a development consent granted by a relevant authority;
 - (ii) for any illegal use;
 - (iii) for any use that degrades the reputation of the Owners Corporation or other Owners in the Building;
 - (iv) in any manner that interferes with the reasonable enjoyment of an Owner or Occupier of any other Lot; or
 - (v) for any industrial or commercial purpose, including backpackers accommodation, serviced apartments or a boarding house.
- (c) Owners and Occupiers are directed to by-law 26.

24. Integrity of Fire Safety Systems

- (a) An Owner or Occupier must not:
 - (i) interfere with or damage any Fire Safety Device;
 - (ii) store any items on the Common Property (including in any public corridors); or
 - (iii) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.
- (b) An Owner or Occupier must:
 - (i) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke detectors within a Lot;
 - (ii) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
 - (iii) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;

Approved Form 7	Strata Plan By-laws	Sheet 30 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (iv) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware;
 - (v) reimburse the Owners Corporation for any costs or charges incurred by the Owners Corporation as a result of an Owner or Occupier activating a Fire Safety Device which results in the Owners Corporation incurring a cost or charge;
 - (vi) subject to receiving notice under by-law (d) 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.
- (c) Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.
 - (d) The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 24(b)(vi).
 - (e) 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 21.

25. Use of Balconies and Terraces

25.1 Furniture

- (a) An Owner, Occupier or Permitted Person must not, without the written consent of the Owners Corporation, use a Balcony or Terrace to store furniture, goods or any other item.
- (b) Outdoor furniture or other loose items kept on a Balcony or Terrace must:
 - (i) have an appearance in keeping with the appearance of the rest of the Building;
 - (ii) not cause damage or be dangerous or have potential to cause damage or injury;
 - (iii) be adequately secured to ensure that they do not cause damage to a person or property in windy conditions; and
 - (iv) not be placed near balustrades in a manner which may create a safety hazard.

25.2 Balustrades, handrail and grilles

- (a) Subject to (b), an Owner or Occupier must keep all Balconies, Terraces, balustrades (including glass balustrades if any), handrails and grilles within or servicing the Owner

Approved Form 7	Strata Plan By-laws	Sheet 31 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

or Occupier's Lot clean, tidy and well maintained including so much as is Common Property unless:

- (i) the Owners Corporation resolves that it will keep the balustrades, handrails and grilles clean; or
 - (ii) the balustrades, handrail and grilles cannot be accessed by the Owner or Occupier of the Lot safely or at all.
- (b) Owners are responsible for the cost of keeping clean that part of the glass balustrades, handrail and grilles of the Lot that cannot be accessed by an Owner or Occupier safely or at all and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.
- (c) An Owner or Occupier must ensure that no damage is caused to a person or property when cleaning, tidying or maintaining any item referred to in by-law 25.2(a).
- (d) An Owner or Occupier must not tint or cover a glass balustrade or place any sign on the balustrade.

25.3 Rules

- (a) An Owner or Occupier must ensure animals do not soil on any Balcony or Terrace surface.
- (b) An Owner or Occupier must not:
 - (i) modify a balustrade of a Balcony or Terrace in any way; or
 - (ii) affix or install any item to a wall or ceiling of a Balcony or Terrace; or
 - (iii) use the glass balustrade or hand rail for any purpose other than for what it was designed.
- (c) An Owner or Occupier must not place items on Balconies which may be capable of falling or being blown by wind off the Balcony or Terrace or in a manner which might create a safety hazard.
- (d) An Owner or Occupier must not place any items on ledges, hand rails or balustrades of Balconies.

26. Traffic on Common Property

26.1 The Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property;

Approved Form 7	Strata Plan By-laws	Sheet 32 of 35 sheet(s)
Registered:	Office Use Only	Office Use Only

- (b) impose reasonable restrictions on the use of Common Property driveways or parking areas;
- (c) install speed humps and other traffic control devices in Common Property; and
- (d) install signs in relation to parking and to control traffic in Common Property.

26.2 An Owner or Occupier of a Lot must comply at all times with any speed limits, restrictions, parking and traffic signs imposed or installed by the Owners Corporation.

26.3 An Owner or Occupier of a Lot must comply at all times with any carparking management plan implemented from time to time by the Owners Corporation.

27. Planters

27.1 The Owners Corporation, or the Facilities Manager if one has been appointed, must ensure that the Planters located on the Common Property are properly watered and maintained for the benefit of the Owners and Occupiers.

28. Development Consent Conditions

Owners and Occupiers are required to comply with the provisions of the Development Consent Service of Documents

Any notice or document referred to in these by laws may be served:

- (a) by post or delivery to the mailbox of the Owner or Occupier of a Lot;
- (b) by e-mail to any e-mail address of the Owner or Occupier; and by placing the document on a notice board of the main entry to the Common Property.

Approved Form 7	Strata Plan By-laws	Sheet 33 of 35 sheet(s)
Office Use Only		Office Use Only
Registered:		

Execution Page

Developer Execution

Executed by **CA Wentworth Point Pty Ltd**)
(ACN 666 151 471) ATF CA Wentworth Point)
Unit Trust in accordance with section 127 of the)
Corporations Act 2001 (Cth):

.....
Signature of sole director and secretary
(Print) Full Name: Charlie Ayoub



Capri

Purchaser Schedule of Finishes

Exterior

Exterior Wall	Concrete exterior render wall finish with non combustible cladding
Balconies	Grey concrete look speckled porcelain paver

Construction

Electric Vehicles	Charging bays will be located in the basement with provision for EV chargers
Exterior Privacy Screen	Exterior privacy screen colour to match
Glazing Framings	Black finish glazing frames
Paint	Dulux Wash & Wear painted in Klavier or similar
Common Area	Dulux exterior wall finish

Living Areas & Entry

Door	Dulux Wash & Wear in Natural White or similar
Floors	Grey timber look floor tiles

Kitchen

Floors	Grey timber look floor tiles
Cupboards	Soft close laminate in Cinder Matt (Ash) or Classic White (Ivory)
Benchtop	Polished Quantum Zero in Whitenna (Ivory) or Nero Scuro (Ash) with shelves to island bench (where applicable)
Splashback	Quantum Zero in Light (Ivory) or Dark (Ash) finish
Sink tapware	Parisi sink mixer in matt black
Dishwasher	SMEG 600mm Black dishwasher
Oven	SMEG 600mm Black Special Edition oven
Microwave	SMEG 31L Built In Microwave (Island Bench only apartments)
Cooktop	SMEG 650mm Black 4 gas burner cooktop for 1 & 2 Bedroom SMEG 900mm Black 5 gas burner cooktop for 3 Bedroom
Rangehood	SMEG 600mm stainless steel vented extraction undermount rangehood
Sink	ACL undermount stainless steel double sink

Laundry

Walls	Quantum Zero in Light (Ivory) or Dark (Ash) finish
Floor	Grey timber look floor tiles
Tub	Stainless steel single undermount sink
Clothes dryer	Fisher & Paykel 4.5kg vented dryer

Developed By

M MASSCON

9 Bennelong Parkway, Wentworth Point
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Presented By

Laver.



Capri

Purchaser Schedule of Finishes

Bedroom

Floor	Cut Pile Twist Nylon Carpet in Cold Mountain
Wardrobes	Built-in aluminium sliding doors with mirror & black frame finish

Bathroom / Ensuite (if applicable)

WC	Rubine wall face floor pan in white
Shaving cabinet	Mirrored cabinet
Shower Screen	Frameless toughened glass
Vanity Basin	Ceramic wallhung and countertop basin in white
Tapware, fittings & accessories	Parisi mixer and sprout in matt black
Showerhead	Parisi hand shower and hose & tapware in matt black
Walls	Charcoal porcelain tile in matt finish
Floors	Porcelain marble mosaic tile
Bathtub (Where applicable)	Freestanding bath tub in white
Shower Niche	Shower niche cutout (where shown on plans)
Floor Waste	Stainless steel tile insert floor waste

General

Air Conditioning	Ducted throughout apartment
Lighting	Kitchen LED undermount lighting Bathroom LED under cabinet lighting Pendant Light in kitchen (where island bench shown on plans)

Miscellaneous

Storage	Soft close polyurethane in white
Door Lock	Digital Smart Lock

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Laver.



FLORENCE

Purchaser Schedule of Finishes

Exterior

Exterior Wall	Concrete exterior render wall finish with non combustibile cladding
Balconies	Grey concrete look speckled porcelain paver

Construction

Electric Vehicles	Charging bays will be located in the basement with provision for EV chargers
Exterior Privacy Screen	Exterior privacy screen colour to match
Glazing Framings	Black finish glazing frames
Paint	Dulux Wash & Wear painted in Klavier or similar
Common Area	Dulux exterior wall finish

Living Areas & Entry

Door	Dulux Wash & Wear in Natural White or similar
Floors	Grey timber look floor tiles

Kitchen

Floors	Grey timber look floor tiles
Cupboards	Soft close laminate in Cinder Matt (Ash) or Classic White (Ivory)
Benchtop	Polished Quantum Zero in Whitenna (Ivory) or Nero Scuro (Ash) with shelves to island bench (where applicable)
Splashback	Quantum Zero in Light (Ivory) or Dark (Ash) finish
Sink tapware	Parisi sink mixer in matt black
Dishwasher	SMEG 600mm Black dishwasher
Oven	SMEG 600mm Black Special Edition oven
Microwave	SMEG 31L Built In Microwave (Island Bench only apartments)
Cooktop	SMEG 650mm Black 4 gas burner cooktop for 1 & 2 Bedroom SMEG 900mm Black 5 gas burner cooktop for 3 Bedroom
Rangehood	SMEG 600mm stainless steel vented extraction undermount rangehood
Sink	ACL undermount stainless steel double sink

Laundry

Walls	Quantum Zero in Light (Ivory) or Dark (Ash) finish
Floor	Grey timber look floor tiles
Tub	Stainless steel single undermount sink
Clothes dryer	Fisher & Paykel 4.5kg vented dryer

Developed By

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FLORENCE

Purchaser Schedule of Finishes

Bedroom

Floor Cut Pile Twist Nylon Carpet in Cold Mountain

Wardrobes Built-in aluminium sliding doors with mirror & black frame finish

Bathroom / Ensuite (if applicable)

WC Rubine wall face floor pan in white

Shaving cabinet Mirrored cabinet

Shower Screen Frameless toughened glass

Vanity Basin Ceramic wallhung and countertop basin in white

Tapware, fittings & accessories Parisi mixer and sprout in matt black

Showerhead Parisi hand shower and hose & tapware in matt black

Walls Charcoal porcelain tile in matt finish

Floors Porcelain marble mosaic tile

Bathtub (Where applicable) Freestanding bath tub in white

Shower Niche Shower niche cutout (where shown on plans)

Floor Waste Stainless steel tile insert floor waste

General

Air Conditioning Ducted throughout apartment

Lighting Kitchen LED undermount lighting
Bathroom LED under cabinet lighting
Pendant Light in kitchen (where island bench shown on plans)

Miscellaneous

Storage Soft close polyurethane in white

Door Lock Digital Smart Lock

Disclaimer: The information, images and diagrams contained in this document (called in this disclaimer "Information") do not in any way constitute part of a contract or an offer capable of acceptance. The Information is subject to change without notice. The vendors, their associates and agents make no representations, warranties, promises or otherwise as to the accuracy, reliability, currency, or completeness of the Information or that the images depicted in this document are fully, completely or entirely representative whether in whole or in part, once completed. Prospective purchasers should satisfy themselves as to the accuracy, reliability, currency, or completeness of the Information by inspection or otherwise, and where necessary seek independent advice.

Developed By

M MASSCON

3 Bennelong Parkway, Wentworth Point
1300 865 465 | onethewaterfront.com.au

Presented By

Laver.

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

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

Certificate No: 2023/8088
Fee: \$167.35
Issue Date: 8 November 2023
Receipt No: 7330325
Applicant Ref: 1203991:207210

DESCRIPTION OF LAND

Address: Lot 14 DP 271179 Bennelong Parkway
WENTWORTH POINT NSW 2127

Lot Details: Lot 14 DP 271179

SECTION A

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

**State Environmental Planning Policy (Precincts—Central River City) 2021 -
Chapter 4 Homebush Bay area**

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

The land is zoned: DM - SEPP (Precincts—Central River City) 2021

Deferred Matter – Refer to State Environmental Planning Policy (Precincts—Central River City) 2021 - Chapter 4 Homebush Bay area

The land is a deferred matter under Parramatta Local Environmental Plan 2023. The zoning and land use provisions of State Environmental Planning Policy (Precincts—Central River City) 2021 - Chapter 4 Homebush Bay area apply to this land.

State Environmental Planning Policy (Precincts—Central River City) 2021 may be obtained via the internet from www.legislation.nsw.gov.au.

SECTION B

State Policies and Regional Environmental Plans

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

State Environmental Planning Policy (SEPP) (Biodiversity and Conservation) 2021
State Environmental Planning Policy (SEPP) (Planning Systems) 2021
State Environmental Planning Policy (SEPP) (Resilience and Hazards) 2021
State Environmental Planning Policy (SEPP) (Transport and Infrastructure) 2021
State Environmental Planning Policy (SEPP) (Precincts—Central River City) 2021
State Environmental Planning Policy (SEPP) (Housing) 2021
State Environmental Planning Policy (SEPP) (Resources and Energy) 2021
State Environmental Planning Policy (SEPP) (Primary Production) 2021
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.
State Environmental Planning Policy (SEPP) (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (SEPP) (Resilience and Hazards) 2021 –Chapter 2 Coastal management
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 is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Development Control Plan

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

Draft Late Night Trading Development Control Plan (DCP)

The land is affected by the Homebush Bay West DCP 2004 and associated amendments.

The land is affected by the Homebush Bay West Development Control Plan: Volume 2 (Public Domain Strategy) - effective from 26 October 2006.

Development Contribution Plan

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

Heritage Item/Heritage Conservation Area

The land has not been identified as containing an item of environmental heritage significance under the provisions of State Environmental Planning Policy (Precincts—Central River City) 2021 - Chapter 4 Homebush Bay area.

The land is not located within a Heritage Conservation Area under the provisions of State Environmental Planning Policy (Precincts—Central River City) 2021 - Chapter 4 Homebush Bay area.

Road Widening

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

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

Land Reservation Acquisition

The land is not affected by Land Reservation Acquisition in the State Environmental Planning Policy (Precincts—Central River City) 2021 - Chapter 4 Homebush Bay area.

Site Compatibility Certificate (Affordable Rental Housing)

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

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

Contamination

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

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

NO

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

NO

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

NO

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

NO

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

YES

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

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

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

Tree Preservation

Section 5.3.4 Trees and Vegetation Preservation in Parramatta Development Control Plan 2023 applies to all land within the City of Parramatta Local Government Area, excluding Sydney Olympic Park.

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 a deferred matter under Parramatta Local Environmental Plan 2023 and the applicant should refer to State Environmental Planning Policy (Precincts—Central River City) 2021 - Chapter 4 Homebush Bay area on www.legislation.nsw.gov.au.

The land is not affected by a policy that has been adopted by Council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre

Council has not been notified of any policies adopted by other public authorities that restrict development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence or other risk.

Council has been notified that the Department of Planning has adopted the New South Wales Coastal Planning Guideline: Adapting to Sea Level Rise (August 2010). The guideline can be viewed at www.planning.nsw.gov.au.

The applicant should also refer to projected sea level rise low, medium and high scenario maps on http://www.ozcoasts.org.au/climate/Map_images/Sydney/mapLevel2.jsp for further information.

NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019' applies to land within the City of Parramatta. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

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

Mine Subsidence

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

Bushfire Land

The land is not bushfire prone land.

Threatened Species

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

Biodiversity certified land

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

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

Biodiversity stewardship sites

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

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

Property vegetation plans

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

Paper Subdivision information

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

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

Western Sydney Aerotropolis

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

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

Loose-Fill Asbestos Register

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

Affected Building Notices and Building Product Rectification Orders

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

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

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

Exempt Development Codes

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

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

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

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

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

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

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

Complying Development Codes

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

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

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

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

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

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

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

Housing Code; Low Rise Housing Diversity Code; Rural Housing Code

Complying Development pursuant to the Housing Code, Low Rise Housing Diversity Code and Rural Housing Code **may not** be carried out on the land or part of the land. The land is affected by specific land exemptions under **Clause 1.17A or Clause 1.18 (1) (c3) or Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land exemptions are:

- Part of the land is within an environmentally sensitive area
(Land Exemption Clause 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008)

Commercial and Industrial (New Buildings and Additions) Code

Complying Development pursuant to Commercial and Industrial (New Buildings and Additions) Code **may not** be carried out on the land or part of the land. The land is affected by specific land exemptions under **Clause 1.17A or Clause 1.18 (1) (c3) or Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land exemptions are:

- Part of the land is within an environmentally sensitive area
(Land Exemption Clause 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008)

Housing Alterations Code; General Development Code; General Commercial and Industrial (Alterations) Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code

Complying Development pursuant to the Housing Alterations Code, General Development Code, General Commercial and Industrial (Alterations) Code, Container Recycling Facilities Code, Subdivision Code, Demolition Code and Fire Safety Code **may not** be carried out on the land or part of the land. The land is affected by specific land exemptions under **Clause 1.17A or Clause 1.18 (1) (c3) or Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land exemptions are:

- **Part of the land is within an environmentally sensitive area**
(Land Exemption Clause 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008)
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.**
- (3) Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land when a land based restriction applies to the land, but it may not apply to all of the land.**

SPECIAL NOTES

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

SECTION C

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

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

Draft Parramatta River Flood Study (Draft Flood Study)

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

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

Parramatta Local Environmental Plan 2023

On 2 March 2023 the Parramatta Local Environmental Plan 2023 was notified in the NSW Government Gazette. The Parramatta Local Environmental Plan replaced five (5) existing Local Environmental Plans where they applied to land within the Parramatta LGA. These include:

- *Auburn Local Environmental Plan 2010*
- *Holroyd Local Environmental Plan 2013*
- *Hornsby Local Environmental Plan 2013*
- *Parramatta Local Environmental Plan 2011*
- *Parramatta (former The Hills) Local Environmental Plan 2012*

The Parramatta Local Environmental Plan 2023 commenced on 2 March 2023.

Parramatta Local Environmental Plan 2023 – Minimum Lot Size Control for Dual Occupancy and Manor House Developments

The Parramatta Local Environmental Plan 2023 includes a minimum lot size of 600m² and a minimum frontage to a public road of 15 metres development standards for Dual Occupancies and Manor Houses where they are permitted with development consent in the Parramatta Local Environmental Plan 2023.

Employment zones reform - *translation of existing Business and Industrial zones into the new Employment zones*

The Parramatta Local Environmental Plan 2023 has replaced existing Business and Industrial zones with Employment zones.

Please see <https://www.planningportal.nsw.gov.au/employment-zones> for more information.

Parramatta Development Control Plan (DCP) 2023

The City of Parramatta Council at its Ordinary Council Meeting on Monday 28 August 2023 adopted (with an amendment) the Parramatta 'Harmonisation' Development Control Plan (DCP) 2023

The Parramatta Development Control Plan (DCP) 2023 affects all land within the City of Parramatta Local Government Area, excluding Sydney Olympic Park.

The Parramatta Development Control Plan (DCP) 2023 will replace five (5) existing Development Control Plans (DCP)'s where they applied to land within the Parramatta LGA. These include:

- *Auburn Development Control Plan (DCP) 2010;*
- *Holroyd Development Control Plan (DCP) 2013;*
- *Hornsby Development Control Plan (DCP) 2013;*
- *Parramatta Development Control Plan (DCP) 2011; and,*
- *The Hills Development Control Plan (DCP) 2012.*

The new Parramatta Development Control Plan 2023 commenced on Monday 18 September 2023

Draft Late Night Trading Development Control Plan (DCP)

Between Monday, 6 December 2021 to Monday, 31 January 2022, Council is exhibiting the Draft Late Night Trading Development Control Plan (DCP).

Further information about the Draft DCP can be found at <https://participate.cityofparramatta.nsw.gov.au/late-night-trading-DCP> or by contacting Council.

Flood Information

The land is considered by Council TO BE ABOVE the 1 in 100 year mainstream flood level.

This information is based on data available to the Council. It 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 the Council or its servants, be liable for any negligence in the preparation of that information.

State Environmental Planning Policy (SEPP) (Resilience and Hazards) 2021 – Chapter 2 Coastal management

Mapping associated with Chapter 2 Coastal management of State Environmental Planning Policy (SEPP) (Resilience and Hazards) 2021 identifies the land as containing Coastal Wetlands and/or is within a Proximity Area for Coastal Wetlands.

Note: Advisory Information regarding Combustible Cladding

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

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

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

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

Note: Advisory Information regarding Loose-Fill asbestos Insulation

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

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

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

Please Contact NSW Fair Trading for further information.

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

Gail Connolly
Chief Executive Officer

per



dated 8 November 2023

24 June 2024

Infotrack Pty Limited

Reference number: 8003496254

Property address: Lot 11 Amalfi Dr Wentworth Point 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 that reads "J Gray". The signature is fluid and cursive.

Jodie Gray
Manager Customer Accounts

24 June 2024

Infotrack Pty Limited

Reference number: 8003496255

Property address: Lot 11 Amalfi Dr Wentworth Point NSW 2127

Service location print is not available

Unfortunately, we don't have a Service location print available for this property.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Jodie Gray
Manager Customer Accounts

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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