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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Rey Properties Unit 3 39 Memorial Avenue Liverpool NSW 2170	**phone**: (02) 8750 8609 **email**: Suman@reyproperties.com.au
co-agent		
vendor	Devraj Singh Maharjan, Sudha Singh Maharjan	
vendor's solicitor	Juris Australia Lawyers NSW PO Box 63, Granville 2142	**phone**: 02 9687 4748 **email**: info@jurisaustralia.com.au **ref**: 2026312
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 1406 20 Parkes Street Harris Park NSW 2150 LOT 103 STRATA PLAN SP103396 Folio Identifier 103/SP103396	
	☐ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

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

exclusions		
purchaser		
purchaser's solicitor		
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

Vendor agrees to accept a ***deposit-bond***	☐ NO ☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA- Juris Australia Lawyers
Manual transaction (clause 30)	☒ NO ☐ yes (if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

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

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

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

Purchaser must make an *GSTRW payment* (GST residential withholding payment)	☒ NO ☐ yes (if yes, vendor must provide details) If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

- ☒ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☒ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to the off the plan contract

Other

- ☐ 61

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

Whelan Property Group
PO Box 75 Strawberry Hills NSW 2012
strata@whelanproperty.com.au
02 9219 4111

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
30.6.1 if a special completion address is stated in this contract - that address; or
30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN

Devraj Singh Maharajan & Sudha Singh Maharjan, of 1406/20 Parkes St Harris Park NSW 2150

(**Vendors**)

AND

of (**Purchaser**)

1. Inconsistency and Severability

If there is any inconsistency in this contract between the printed clauses and these special conditions, these special conditions shall prevail to the extent of that inconsistency. The enforceability of any provision of this Contract does not affect the enforceability of any other provisions

2. Death or incapacity

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

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

(a) In its present condition and state of repair;

(b) Subject to all defects latent and patent;

(c) Subject to any infestations and dilapidation;

(d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 8% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. Rescheduling Settlement

In the event that the purchaser requires settlement to be rescheduled after being booked through no fault of the vendor, then the purchaser(s) shall pay on completion an amount of $110.00 for each time settlement is rescheduled being the estimate costs incurred by the vendor to cover legal costs and expenses incurred as consequence of the delay.

6. Notice to Complete

For the purpose of clause 15, the parties acknowledge that fourteen (14) days shall be sufficient notice in any Notice to Complete issued to make time of the essence of this contract.

If the purchaser does not complete this contract through no fault of the vendor which requires the vendor to serve a notice to complete on the purchaser(s), then the purchaser (s) will pay the vendor's solicitor an amount of $350.00 plus GST on completion to cover the cost vendor additional legal fees for the issuing of such notice.

7. Electronic Conveyancing

Notwithstanding anything else herein contained the parties agree that completion of this matter is to be via electronic conveyancing PEXA.

Should both the purchaser (s) representative and Incoming mortgagee/Bank

(if any) be a subscriber on PEXA but choose, for whatever reason, not to transact the completion of the matter via PEXA a fee of $165.00 will be payable on completion being the estimated additional legal costs of the vendor's solicitor to complete the matter outside of PEXA. Provided that should either the purchaser (s)'s representative or their bank (if any) not be a subscriber on PEXA the fee of $165.00 will not be payable.

8. Agent

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

9. Smoke alarms

The property has smoke alarms installed.

10. Swimming pool

The property has no swimming pool.

11. Deposit bond

(a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.

(b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.

(c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

(d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

12. Purchaser's Acceptance of discharge and withdrawals

Upon completion the vendor will hand to the purchaser a property form of discharge of mortgage or withdrawal of Caveat as the case may be in registrable form in respect of any mortgage or caveat registered on the title to the property and will allow the purchaser the registration fee payable thereon and the purchaser shall make no requisition or objection requiring the registration of such discharge or withdrawal prior to completion.

13. Whole of Agreement

The parties shall not be bound by any representation, warranty, condition, promise or other statement not set out in writing in full in this contract whether made by a party or any other person acting or purporting to act on behalf of a party.

14 Condition of Property/Improvements

The purchaser warrants to the vendor that;

a) The purchaser enters into this contract solely in reliance upon his own inspections of the property and improvements or inspections made on the purchaser's behalf and not in reliance on any statement of the vendor or anyone on the vendor's behalf;

b) No-one on the vendor's behalf has made any representation with respect to the condition of the property; and

c) The purchaser is purchasing the property and improvements in its present condition (fair wear and tear accepted) and state of repair subject to any infestation and dilapidation and shall make no objection or requisition or claim for compensation in respect of the same.

15. Acknowledgement of Non-Compliance

The purchaser acknowledges that the improvements may not comply with all relevant legislation. The purchaser accepts the property subject to the disclosures contained in this clause and must not make objection, requisitions or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed in this clause.

16. Credit

The purchaser warrants to the vendor that either:

a) The purchaser does not require credit in order to complete this contract; or

b) The purchaser has obtained credit, upon reasonable terms, and in a sufficient amount to enable completion of this contract; and

c) The purchaser acknowledges that the vendor relies upon this warranty in entering into this contract.

For the purposes of this further condition, the word “credit” has the same meaning as that ascribed to it by section 4(1) of the consumer credit (New South Wales) code.

17. Goods and Services Tax (GST)

a) Without in any way negating, limiting or restricting Clauses 13.7 and 13.8:

b) The purchaser warrants that the subject property will be used by the purchaser predominantly for residential purposes.

c) The warranty shall not merge on completion.

d) If the purchaser breaches this warranty this warranty the purchaser will indemnify the vendor in relation to any liability for goods and services tax, interest and penalties thereon which the vendor may have by reason of the supply of the property being a taxable supply within the meaning of section 9-5 of A New Tax System (Goods and Services Tax) Act 1999.

18. Zoning Certificate

a) The purchaser acknowledges the vendor’s specific disclosure in the section 10.7(2) Certificate of the Environmental Planning instruments which affect the property and the purchaser represents and warrants that it has inspected the planning instruments (and draft Environmental Planning instruments, if applicable) and any documents or provision incorporated in or created under them and is aware of all restrictions and prohibitions contained in those instruments.

b) Where the information, express or implied, contained in the section 10.7(2) Certificate is inconsistent with the disclosure in the preceding clause then the disclosure in the preceding clause above shall prevail to the extent of any inconsistency.

19. Sewerage Service Diagram

Annexed to the contract is a copy of the sewerage service diagram currently available from Sydney Water in respect of the subject property. The vendor discloses and the purchaser acknowledged being aware of the said diagram. The

purchaser will not make any objection requisition or claim for compensation in respect of the accuracy or completeness of the said diagram.

20. Stamp Duties

The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make property disclosures to the office of Renew NSW in relation to those duties. The right continues after completion.

21. Release of the Deposit

The purchaser gives the vendor permission to use the deposit or any part thereof as a deposit upon the purchase of the vendor of a property and/or to pay stamp duty on the contract for purchase thereof.

If the vendor requires the deposit or any part of it for the purposes aforesaid the deposit-holder is hereby authorised by the parties to this contract to release the deposit or any part of it to the vendor and upon receipt of a direction by the vendor or his solicitor requiring the release of the deposit, the deposit holder shall account for it to the vendor or as the case may direct and thereupon cease to be the deposit holder.

22. Deposit less than 10%

The vendor and the purchaser agree that the deposit payable pursuant to this contract is ten per cent (10%) of the price. If the vendor agrees, the purchaser may pay the 10% deposit by instalments in the following manners (time is the essence);

a) Five percent (5%) on exchange; and
b) The balance of five percent (5%) shall be payable on the earlier of the date of completion, or the date when the vendor is entitled to forfeit the deposit in accordance with clause 9.

If the purchaser does not make the deposit payment in accordance with this special condition, vendor shall be entitled, in addition to any rights and remedies available at law or equity, to sue the purchaser for the difference between ten (10%) of the price and the amount of actually paid by the purchaser pursuant to this special condition. This special condition shall not merge on completion.

23. Guarantors

Only applicable if purchaser is a company or trust of a company, then the Guarantor to sign the Deed of Guarantee and Indemnity.

a) If the purchaser is a company, the persons attesting this contract for and on behalf of the company shall be deemed to be the guarantor.
b) If there is more than one guarantor the covenants and agreements upon this guarantor under this contract shall bind them jointly and severally.
c) The guarantor must upon execution of the contract, execute and return to the vendor's solicitor the deed of guarantee annexed hereto and marked "A" prior to exchange of contracts.

24. Survey Report and Building Certificate

The purchaser acknowledges that the vendor is not in possession of a building certificate under the Environmental Planning and Assessment Act 1979 NSW (Building Certificate) and the purchaser must not request the vendor to supply a survey report or building certificate on or before completion.

Despite anything contained in this contract or rule of law to the contrary, the vendor is not require to do any work or expend any work or expend any money on or in relation to the property not to make application for or do anything towards obtaining a Building Certificate.

If the purchaser wishes to obtain a Building Certificate the purchaser must apply for it at the purchaser's expense. If the relevant local council refuses or fails to issue the building certificate, the reason for the refusal or failure will not constitute a defect in title and the purchaser must not make any objection requisition or claim for compensation or seek to rescind or terminate this contract or to delay completion because of any matter arising from an application for building certificate.

25. FIRB Approval

The purchaser warrants to the vendor that if it is a "foreign corporation" or a "foreign person" "defined in the Foreign Acquisition & Takeovers Act 1975 ("hereafter the act), it has obtained the consent of the Foreign Investment Review Board ("hereafter FIRB") in accordance with the provision of the Act to its Purchase of the property. The purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

26. Christmas Clause:

Despite any other clause in this contract, the parties hereby agreed that the completion of this contract will not be required during the Christmas and holiday break commencing 2:00 pm on 23 December 2026 and ending 9:00 am Monday, 12 January 2027 (the Holiday Period").

a) Neither party shall be entitled to issue a Notice to Complete before the Holiday period but shall be entitled to do so three (3) business days after 12 January 2027, should the settlement not have been arranged by that date.
b) Neither party is entitled to issue a Notice to Complete during the Holiday Period.
c) If completion does not take place prior to the commencement of the Holiday Period, then penalty interest shall not be imposed on the purchaser until three (3) business days after 12 January 2027, should settlement not have been arranged by that date.
d) Neither party shall be entitled to a further penalty, objection or claim for compensation as a result of the delay in the settlement.

27. Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser **[** insert guarantors full names **]** (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by)
the guarantors in the presence of:)

_____
Signature

_____
Signature of Witness

_____
Print Name of Witness

28. Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

(a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;

(b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;

(c) The highest bidder is the purchaser, subject to any reserve price;

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;

(f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;

(g) A bid cannot be made or accepted after the fall of the hammer;

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the bidders record and display an identifying number when making a bid;

(b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by

auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(a) More than one vendor bid may be made to purchase interest of a co-owner;

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;

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

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 103/SP103396

SEARCH DATE	TIME	EDITION NO	DATE
22/7/2026	6:16 PM	3	7/5/2025

LAND

LOT 103 IN STRATA PLAN 103396
AT HARRIS PARK
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

DEVRAJ SINGH MAHARJAN
SUDHA SINGH MAHARJAN
AS JOINT TENANTS (T AU565131)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP103396
2 AV38713 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2026312... PRINTED ON 22/7/2026

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Received: 22/07/2026 18:16:24

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP103396

SEARCH DATE	TIME	EDITION NO	DATE
22/7/2026	6:22 PM	2	30/6/2025

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 103396 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT HARRIS PARK
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF ST JOHN COUNTY OF CUMBERLAND
TITLE DIAGRAM SP103396

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 103396
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- WHELAN PROPERTY GROUP
PO BOX 75
STRAWBERRY HILLS 2012

SECOND SCHEDULE (57 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1275034
4 ATTENTION IS DIRECTED TO THE BUILDING MANAGEMENT STATEMENT FILED WITH DP1275034
SP103396 THE BUILDING MANAGEMENT STATEMENT IS TAKEN TO BE THE STRATA MANAGEMENT STATEMENT S.108 STRATA SCHEMES DEVELOPMENT ACT 2015
5 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
6 3463243 EASEMENT FOR SUPPORT 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP1308291 EASEMENT FOR INDOOR SUBSTATION VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 DP1308291 EASEMENT FOR UNDERGROUND CABLES 2 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP1308291 RIGHT OF ACCESS 9.3 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (57 NOTIFICATIONS) (CONTINUED)

		THE TITLE DIAGRAM
10	DP1308291	EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
11	AU379116	POSITIVE COVENANT
12	AU379117	POSITIVE COVENANT
13	AU379118	RESTRICTION(S) ON THE USE OF LAND
14	AU379119	RESTRICTION(S) ON THE USE OF LAND
15	DP1275034	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
16	DP1275034	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
17	DP1275034	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
18	DP1275034	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
19	DP1275034	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
20	DP1275034	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
21	DP1275034	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
22	DP1275034	EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
23	DP1275034	EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
24	DP1275034	EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (57 NOTIFICATIONS) (CONTINUED)
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25 DP1275034 EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE 2.5 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
26 DP1275034 EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
27 DP1275034 EASEMENT FOR PRIVATE CONTRACTOR GARBAGE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
28 DP1275034 EASEMENT TO USE BULK STORAGE AREA VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
29 DP1275034 EASEMENT TO USE GARBAGE COLLECTION AREA VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
30 DP1275034 EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
31 DP1275034 EASEMENT TO ACCESS BY FOOT AND USE RECREATIONAL AREA VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
32 DP1275034 EASEMENT FOR OVERLAND FLOWPATH VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
33 DP1275034 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
34 DP1275034 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
35 DP1275034 EASEMENT TO USE END OF TRIP FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
36 DP1275034 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
37 DP1275034 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
38 DP1275034 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
39 DP1275034 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
40 DP1275034 EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
41 DP1275034 EASEMENT FOR FUTURE SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
42 DP1275034 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
43 DP1275034 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND

END OF PAGE 3 - CONTINUED OVER

SECOND SCHEDULE (57 NOTIFICATIONS) (CONTINUED)

		ABOVE DESCRIBED
44	DP1275034	EASEMENT TO ACCESS SHARED FACILITIES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
45	DP1275034	EASEMENT TO ACCESS SHARED FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED
46	DP1275034	EASEMENT FOR DRAINAGE AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
47	DP1275034	EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED
48	DP1275034	EASEMENT FOR CONSTRUCTION AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
49	DP1275034	EASEMENT FOR CONSTRUCTION APPURTENANT TO THE LAND ABOVE DESCRIBED
50	DP1275034	EASEMENT FOR NOISE, DUST AND VIBRATION AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
51	DP1275034	EASEMENT FOR NOISE, DUST AND VIBRATION APPURTENANT TO THE LAND ABOVE DESCRIBED
52	DP1275034	EASEMENT FOR MAINTENANCE OF SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
53	DP1275034	EASEMENT FOR MAINTENANCE OF SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
54	DP1275034	EASEMENT TO ACCESS AND USE FLOOD REFUGE AREA VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
55	DP1275034	EASEMENT TO ACCESS AND USE CAR WASH BAY 5.42 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
56	SP103396	EASEMENT FOR SIGNAGE 0.3 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
57	SP103396	PURSUANT TO S.63 STRATA SCHEMES DEVELOPMENT ACT 2015 THIS STRATA SCHEME CONTAINS UTILITY LOT(S) 333-343

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 103396

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	320	2	292	3	303	4	322
5	292	6	307	7	324	8	294
9	309	10	311	11	324	12	305
13	290	14	209	15	287	16	427
17	266	18	264	19	259	20	251
21	186	22	269	23	364	24	272
25	266	26	268	27	266	28	260
29	252	30	188	31	271	32	366
33	274	34	268	35	270	36	267

END OF PAGE 4 - CONTINUED OVER

FOLIO: CP/SP103396 PAGE 5

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

STRATA PLAN 103396

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
37	262	38	254	39	189	40	272
41	368	42	276	43	269	44	272
45	270	46	265	47	257	48	191
49	273	50	371	51	278	52	271
53	274	54	272	55	267	56	257
57	193	58	275	59	373	60	280
61	271	62	276	63	272	64	269
65	261	66	194	67	279	68	375
69	282	70	274	71	278	72	281
73	276	74	268	75	196	76	286
77	378	78	284	79	281	80	280
81	283	82	278	83	270	84	197
85	288	86	380	87	286	88	277
89	282	90	285	91	280	92	267
93	199	94	285	95	382	96	288
97	277	98	284	99	287	100	282
101	267	102	201	103	292	104	384
105	290	106	286	107	286	108	282
109	277	110	276	111	202	112	289
113	387	114	292	115	287	116	287
117	286	118	279	119	278	120	204
121	296	122	389	123	294	124	289
125	289	126	293	127	288	128	280
129	206	130	298	131	391	132	296
133	290	134	291	135	295	136	290
137	282	138	207	139	300	140	394
141	298	142	292	143	293	144	297
145	292	146	279	147	209	148	302
149	396	150	300	151	294	152	295
153	299	154	289	155	281	156	210
157	303	158	398	159	302	160	295
161	297	162	301	163	291	164	287
165	212	166	305	167	400	168	304
169	297	170	299	171	303	172	298
173	289	174	214	175	307	176	403
177	306	178	299	179	301	180	304
181	295	182	287	183	215	184	309
185	405	186	308	187	300	188	303
189	306	190	295	191	288	192	217
193	311	194	407	195	310	196	302
197	305	198	308	199	303	200	290
201	219	202	313	203	410	204	312
205	303	206	307	207	310	208	305
209	292	210	220	211	315	212	412

END OF PAGE 5 - CONTINUED OVER

FOLIO: CP/SP103396 PAGE 6

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

STRATA PLAN 103396

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
213	314	214	305	215	309	216	312
217	307	218	293	219	222	220	317
221	414	222	316	223	307	224	311
225	314	226	309	227	295	228	224
229	319	230	416	231	318	232	308
233	313	234	316	235	311	236	303
237	225	238	321	239	419	240	319
241	310	242	315	243	318	244	313
245	305	246	227	247	323	248	421
249	321	250	312	251	317	252	320
253	315	254	307	255	228	256	325
257	423	258	323	259	313	260	319
261	322	262	317	263	309	264	230
265	327	266	426	267	325	268	315
269	321	270	324	271	319	272	311
273	232	274	329	275	428	276	327
277	317	278	323	279	326	280	321
281	313	282	233	283	331	284	430
285	329	286	318	287	325	288	328
289	323	290	315	291	235	292	333
293	433	294	331	295	320	296	327
297	330	298	325	299	317	300	237
301	335	302	436	303	333	304	321
305	329	306	332	307	327	308	319
309	238	310	337	311	459	312	335
313	323	314	331	315	334	316	329
317	321	318	240	319	339	320	461
321	337	322	325	323	334	324	337
325	332	326	324	327	242	328	342
329	465	330	274	331	328	332	41
333	7	334	1	335	44	336	1
337	24	338	82	339	14	340	14
341	11	342	1	343	24		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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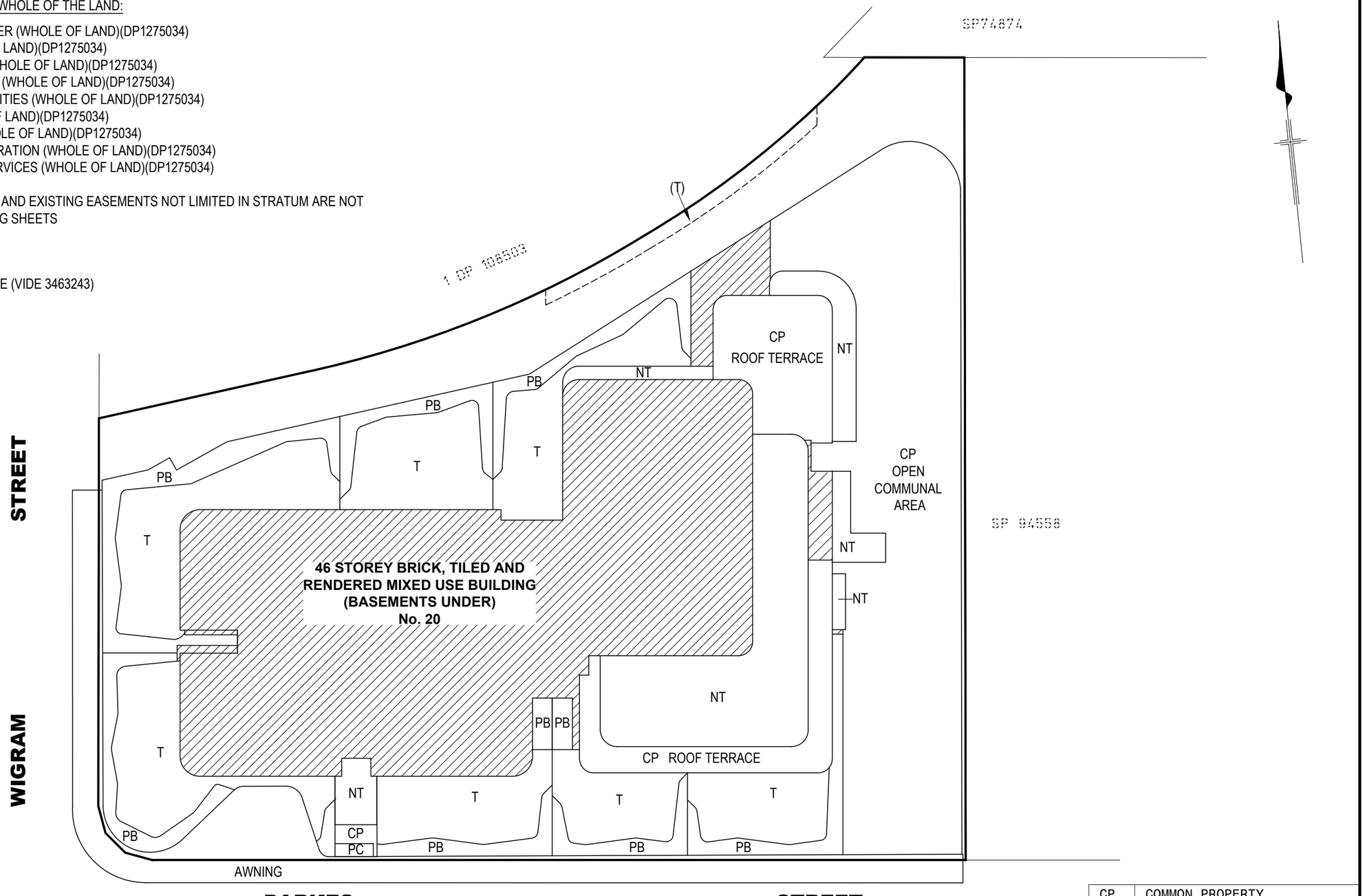
EXISTING EASEMENTS AFFECTING THE WHOLE OF THE LAND:

- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LAND)(DP1275034)
- EASEMENT FOR SERVICES (WHOLE OF LAND)(DP1275034)
- EASEMENT FOR FUTURE SERVICES (WHOLE OF LAND)(DP1275034)
- EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LAND)(DP1275034)
- EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LAND)(DP1275034)
- EASEMENT FOR DRAINAGE (WHOLE OF LAND)(DP1275034)
- EASEMENT FOR CONSTRUCTION (WHOLE OF LAND)(DP1275034)
- EASEMENT FOR NOISE, DUST AND VIBRATION (WHOLE OF LAND)(DP1275034)
- EASEMENT FOR MAINTENANCE OF SERVICES (WHOLE OF LAND)(DP1275034)

NOTE: THE WHOLE OF LOT EASEMENTS AND EXISTING EASEMENTS NOT LIMITED IN STRATUM ARE NOT REPRODUCED ON THE REMAINING SHEETS

EXISTING EASEMENTS:

(T) EASEMENT FOR SUPPORT 1 WIDE (VIDE 3463243)



SITE PLAN

CP	COMMON PROPERTY
NT	NON-TRAFFICABLE ROOF (CP)
PB	PLANTER
PC	PLANTER (CP)
T	TERRACE

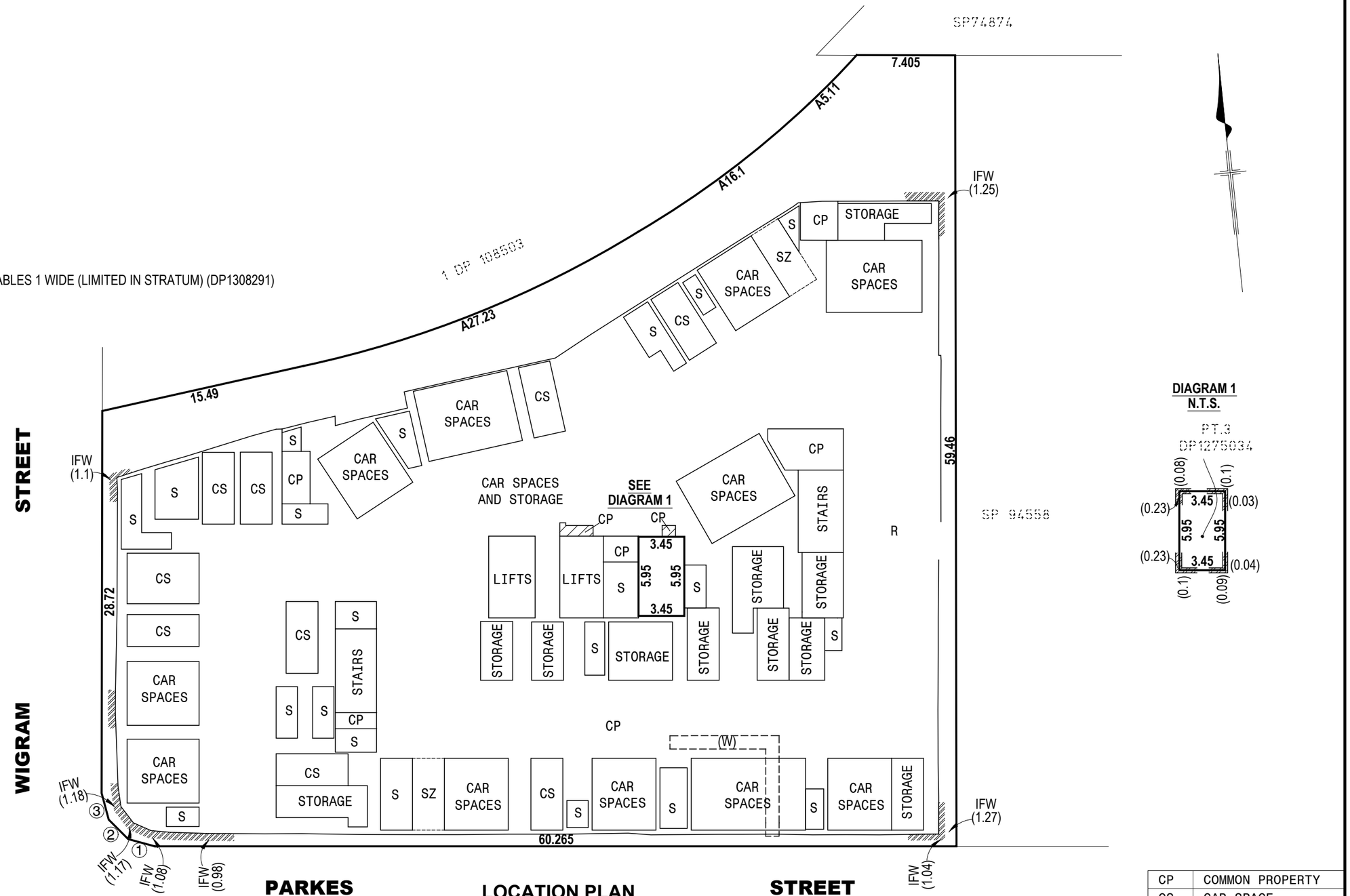
Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio 1:300 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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EXISTING EASEMENTS:

(W) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (LIMITED IN STRATUM) (DP1308291)



LOCATION PLAN
BASEMENT 2 AND BELOW

DIAGRAM 1
N.T.S.

SCHEDULE OF SHORT LINES	
No.	DISTANCE
1	2.07
2	2.07
3	2.07

CP	COMMON PROPERTY
CS	CAR SPACE
R	RAMP (CP)
S	STORAGE
SZ	SHARED ZONE (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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DIAGRAM 3
N.T.S.

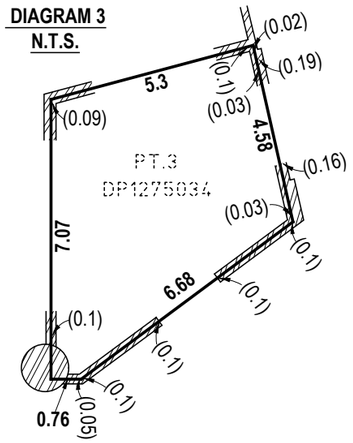
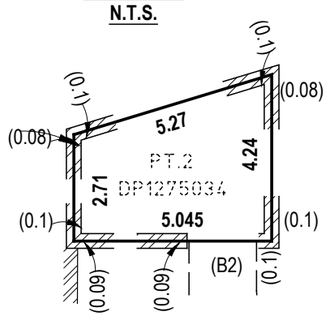


DIAGRAM 4
N.T.S.



EXISTING EASEMENTS :

(W) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (LIMITED IN STRATUM) (DP1308291)
(X) EASEMENT FOR INDOOR SUBSTATION VARIABLE WIDTH (LIMITED IN STRATUM) (DP1308291)
(Y) EASEMENT FOR UNDERGROUND CABLES 2 WIDE (LIMITED IN STRATUM) (DP1308291)
(Z) RIGHT OF ACCESS 9.3 WIDE (LIMITED IN STRATUM) (DP1308291)

SCHEDULE OF SHORT LINES	
No.	DISTANCE
1	2.07
2	2.07
3	2.07

LOCATION PLAN
BASEMENT 1

DIAGRAM 2
N.T.S.

EXISTING EASEMENTS :

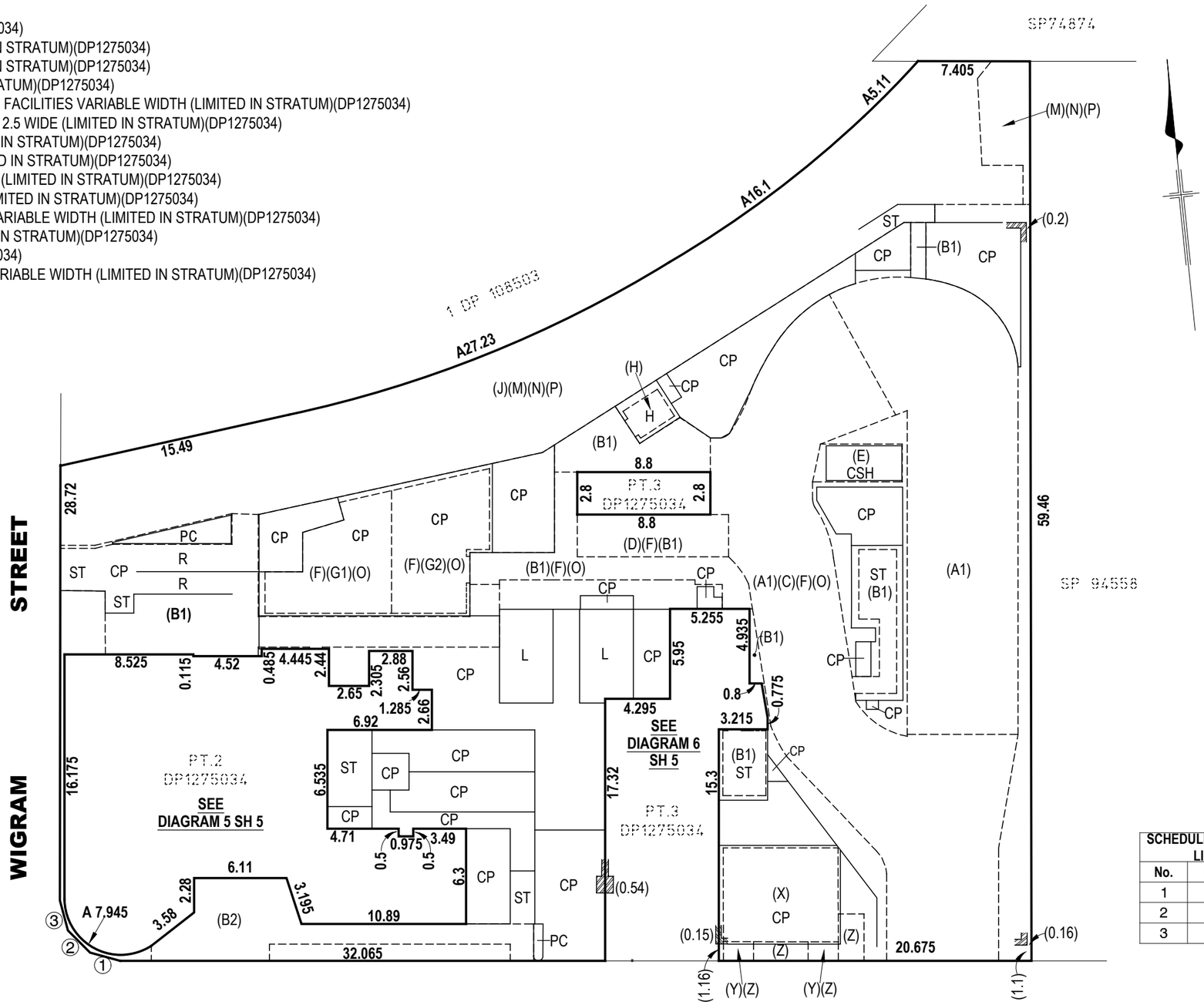
(A1) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(B1) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(B2) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(H) EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(S) EASEMENT TO ACCESS AND USE CAR WASH BAY 5.42 WIDE (LIMITED IN STRATUM)(DP1275034)

CP	COMMON PROPERTY
CS	CAR SPACE
CW	CAR WASH BAY (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
H	HOIST (CP)
WC	WATER CLOSET (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

EXISTING EASEMENTS CREATED BY DP1275034 :

(A1) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(B1) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(B2) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(C) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(D) EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(E) EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE 2.5 WIDE (LIMITED IN STRATUM)(DP1275034)
(F) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(G1) EASEMENT TO USE BULK STORAGE AREA VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(G2) EASEMENT TO USE GARBAGE COLLECTION AREA VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(H) EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(J) EASEMENT TO ACCESS BY FOOT AND USE RECREATIONAL AREA VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(M) EASEMENT FOR OVERLAND FLOWPATH VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(N) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM)(DP1275034)
(O) EASEMENT FOR PRIVATE CONTRACTOR GARBAGE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(P) POSITIVE COVENANT (LIMITED IN STRATUM)(DP1275034)



CP	COMMON PROPERTY
CSH	CAR SHARED SPACE (CP)
H	HOIST (CP)
L	LIFT (CP)
PC	PLANTER (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)

SCHEDULE OF SHORT LINES	
No.	DISTANCE
1	2.07
2	2.07
3	2.07

EXISTING EASEMENTS:

(X) EASEMENT FOR INDOOR SUBSTATION VARIABLE WIDTH (LIMITED IN STRATUM) (DP1308291)
(Y) EASEMENT FOR UNDERGROUND CABLES 2 WIDE (LIMITED IN STRATUM) (DP1308291)
(Z) RIGHT OF ACCESS 9.3 WIDE (LIMITED IN STRATUM) (DP1308291)

LOCATION PLAN
GROUND FLOOR

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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DIAGRAM 5
N.T.S.

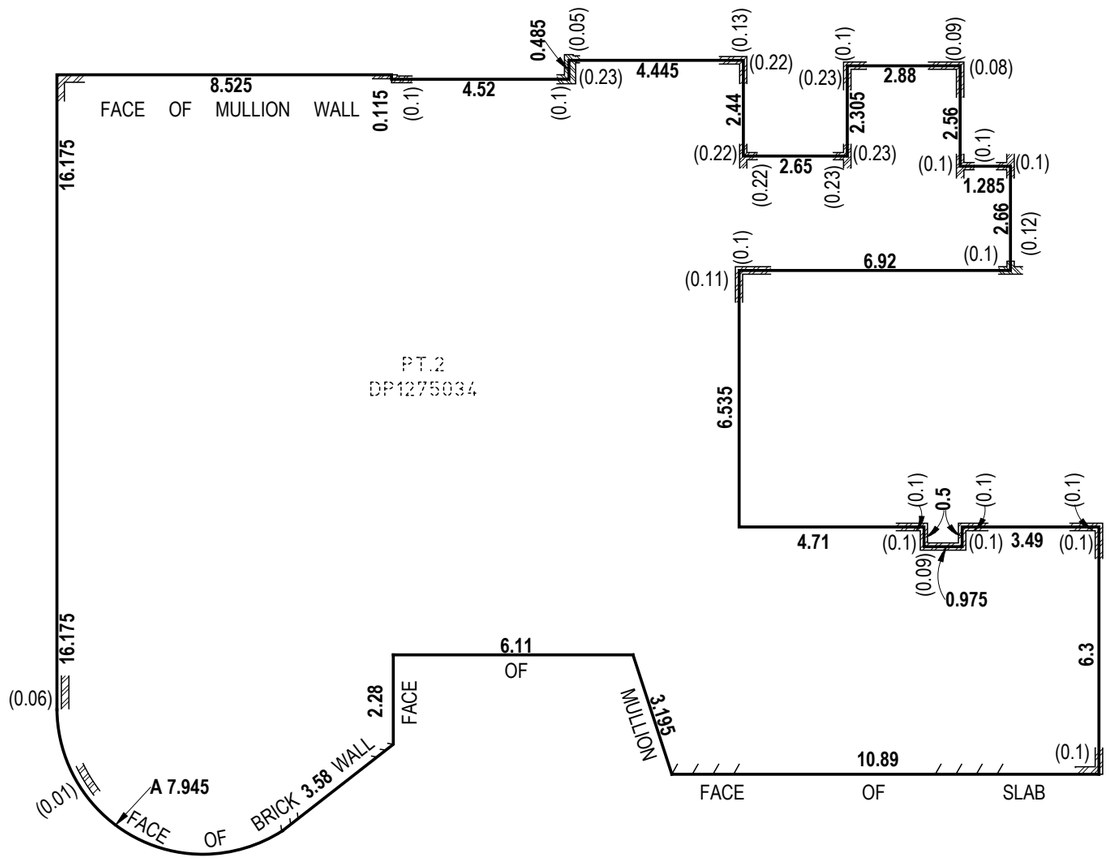
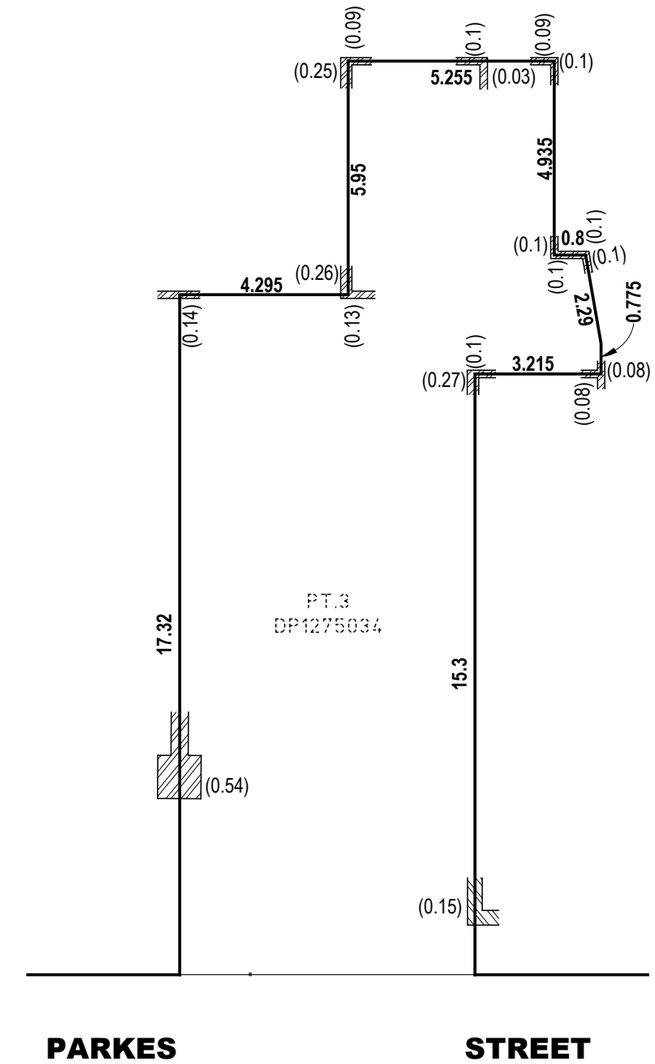


DIAGRAM 6
N.T.S.



GROUND FLOOR DIAGRAMS

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:150 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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DIAGRAM 7
N.T.S.

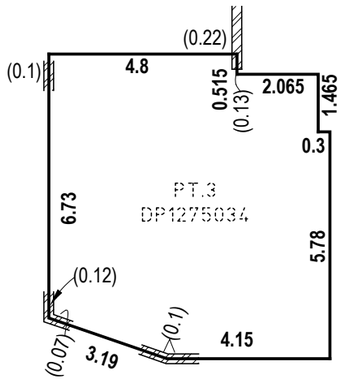
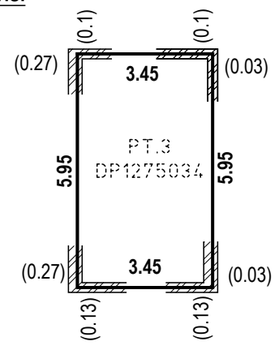


DIAGRAM 8
N.T.S.



LOCATION PLAN
LEVEL 1

SCHEDULE OF SHORT LINES	
No.	DISTANCE
1	2.07
2	2.07
3	2.07

CP	COMMON PROPERTY
AWN	AWNING (CP)
B	BALCONY
CS	CAR SPACE
FB	FREIGHT SERVICE BAY (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
FC	FACE OF COLUMN

EXISTING EASEMENTS CREATED BY DP1275034 :

(A1) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(B1) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)

Surveyor: **ALEXANDER RICHARDSON** **Date: 25 September 2024** **Surveyor's Ref: 7873 - 1**	**PLAN OF SUBDIVISION OF LOT 1 IN DP1275034**	**L G A: CITY OF PARRAMATTA** **Locality: HARRIS PARK** **Reduction Ratio: 1:300** **Lengths are in metres.**	**REGISTERED** 15/10/2024	**SP103396**

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DIAGRAM 9
N.T.S.

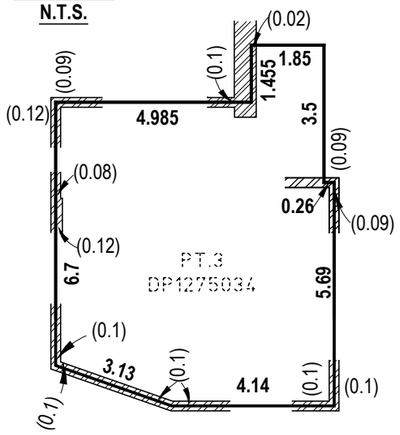
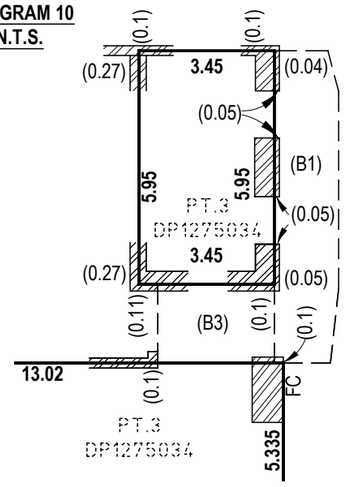


DIAGRAM 10
N.T.S.



LOCATION PLAN
LEVEL 2

SCHEDULE OF SHORT LINES	
No.	DISTANCE
1	2.07
2	2.07
3	2.07

CP	COMMON PROPERTY
AWN	AWNING (CP)
B	BALCONY
CS	CAR SPACE
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
FC	FACE OF COLUMN

EXISTING EASEMENTS CREATED BY DP1275034 :

(A1) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(B1) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(B3) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)

Surveyor:
ALEXANDER RICHARDSON
Date: 25 September 2024
Surveyor's Ref: 7873 - 1

PLAN OF SUBDIVISION OF LOT 1 IN DP1275034

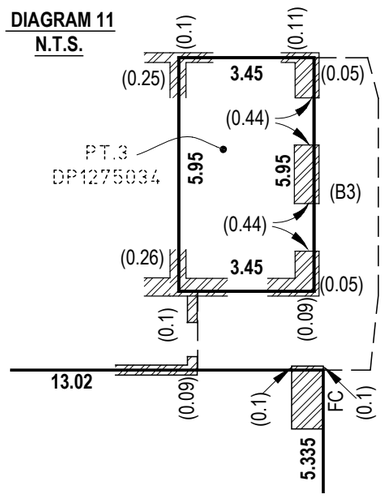
L G A: CITY OF PARRAMATTA
Locality: HARRIS PARK
Reduction Ratio: 1:300
Lengths are in metres.

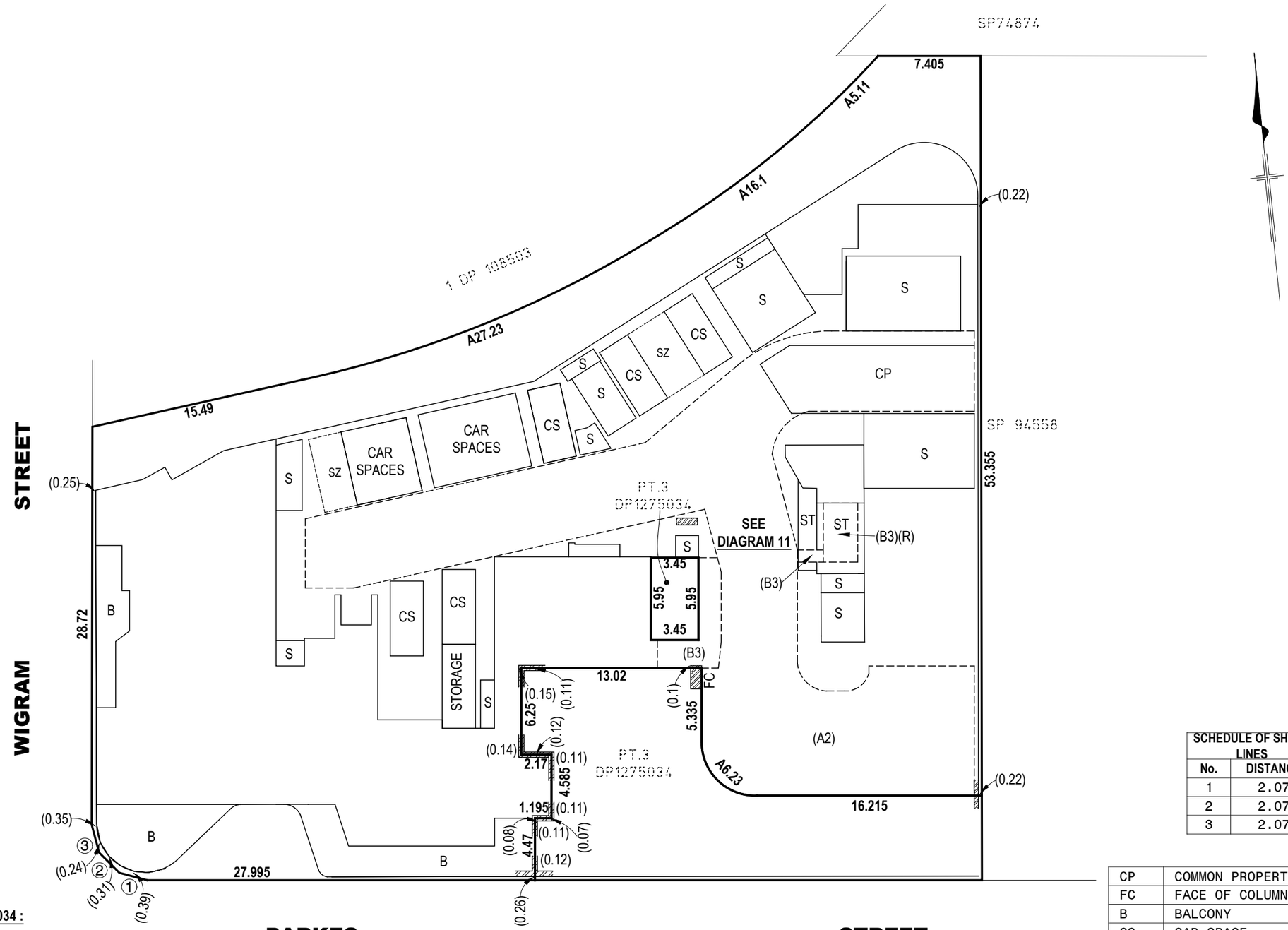
REGISTERED
15/10/2024

SP103396

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DIAGRAM 11
N.T.S.





LOCATION PLAN
LEVEL 3

SCHEDULE OF SHORT LINES	
No.	DISTANCE
1	2.07
2	2.07
3	2.07

CP	COMMON PROPERTY
FC	FACE OF COLUMN
B	BALCONY
CS	CAR SPACE
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

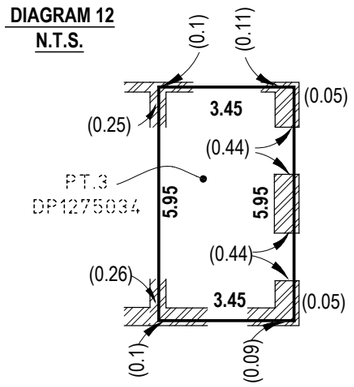
EXISTING EASEMENTS CREATED BY DP1275034 :

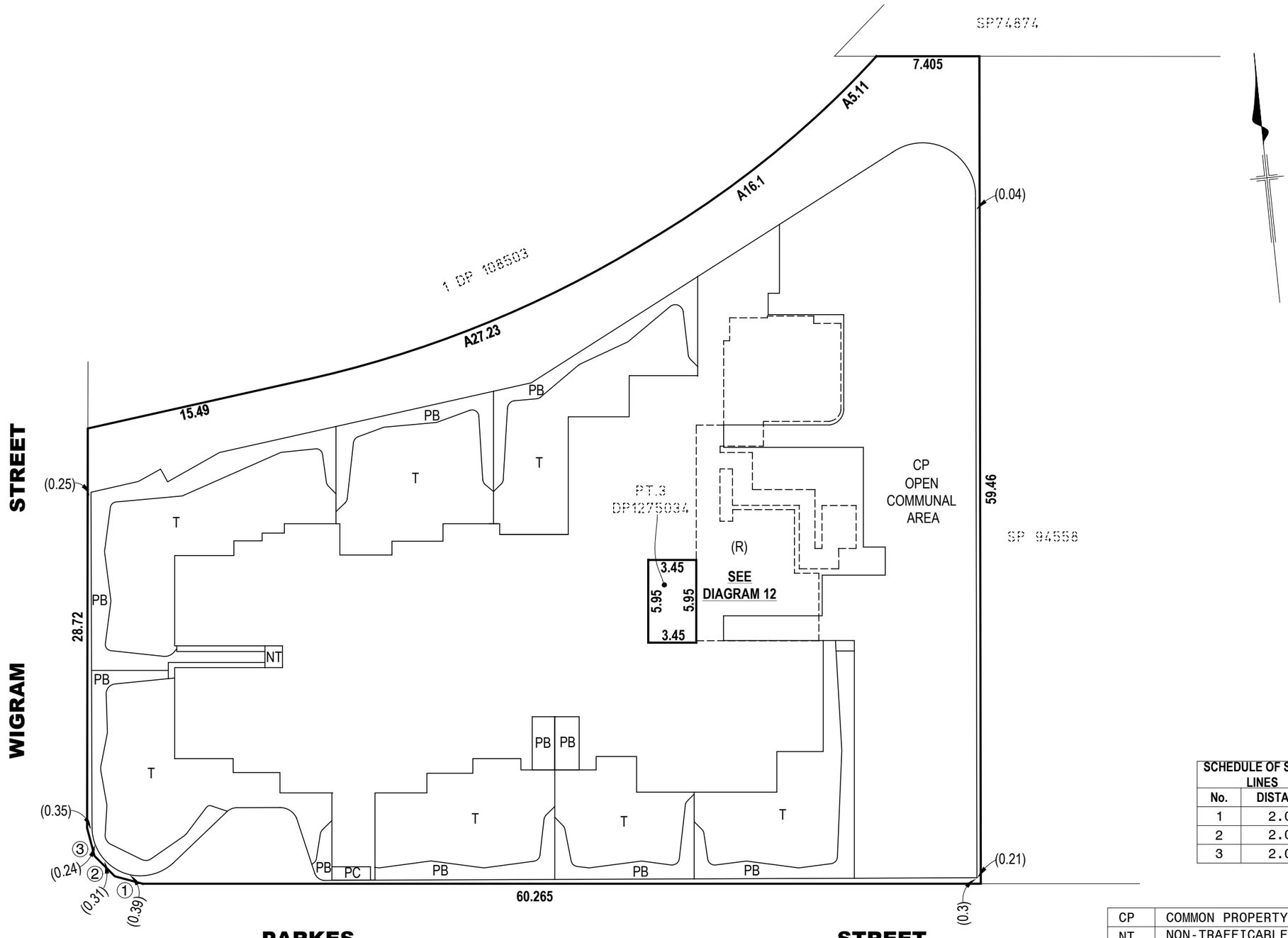
(A2) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(B3) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)
(R) EASEMENT TO ACCESS AND USE FLOOD REFUGE AREA VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)

Surveyor: **ALEXANDER RICHARDSON** **Date: 25 September 2024** **Surveyor's Ref: 7873 - 1**	**PLAN OF SUBDIVISION OF LOT 1 IN DP1275034**	**L G A: CITY OF PARRAMATTA** **Locality: HARRIS PARK** **Reduction Ratio: 1:300** **Lengths are in metres.**	**REGISTERED** 15/10/2024	**SP103396**

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DIAGRAM 12
N.T.S.





LOCATION PLAN
LEVEL 4

SCHEDULE OF SHORT LINES	
No.	DISTANCE
1	2.07
2	2.07
3	2.07

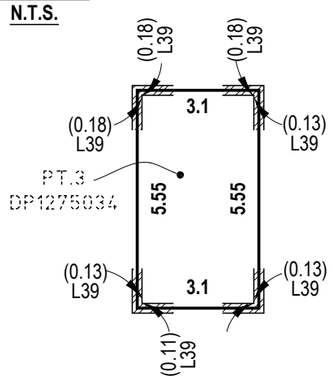
EXISTING EASEMENTS CREATED BY DP1275034 :

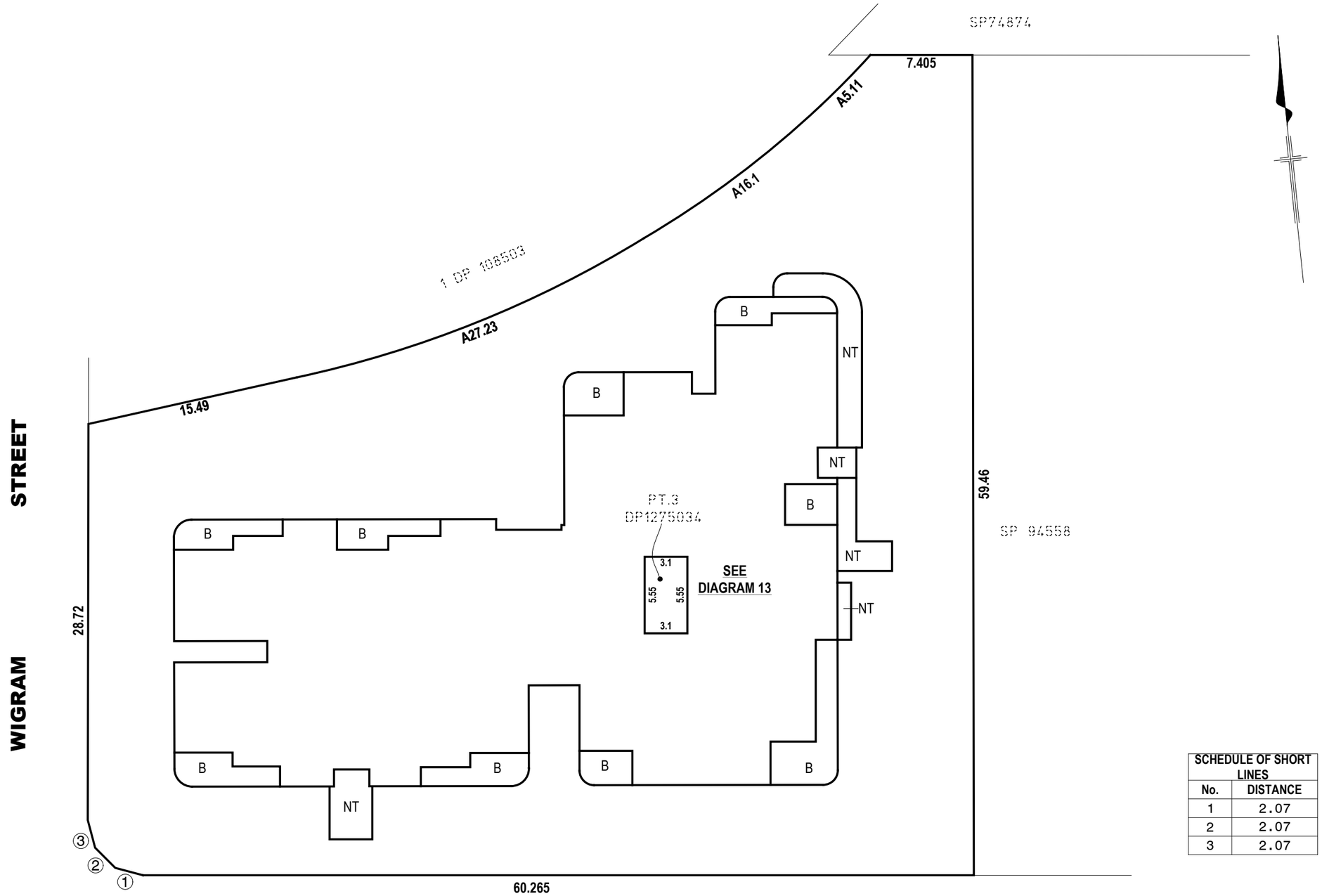
(R) EASEMENT TO ACCESS AND USE FLOOD REFUGE AREA VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)

CP	COMMON PROPERTY
NT	NON-TRAFFICABLE ROOF (CP)
PB	PLANTER
PC	PLANTER (CP)
T	TERRACE

Surveyor: **ALEXANDER RICHARDSON** **Date: 25 September 2024** **Surveyor's Ref: 7873 - 1**	**PLAN OF SUBDIVISION OF LOT 1 IN DP1275034**	**L G A: CITY OF PARRAMATTA** **Locality: HARRIS PARK** **Reduction Ratio: 1:300** **Lengths are in metres.**	**REGISTERED** 15/10/2024	**SP103396**

DIAGRAM 13
N.T.S.





SCHEDULE OF SHORT LINES	
No.	DISTANCE
1	2.07
2	2.07
3	2.07

NOTE:
THERE IS NO FLOOR PLAN PROVIDED FOR LEVELS 40 & 41 AS THEY CONSIST OF COMMON PROPERTY ONLY

PARKES STREET

LOCATION PLAN
LEVELS 5-39

CP	COMMON PROPERTY
B	BALCONY
NT	NON-TRAFFICABLE ROOF (CP)

Surveyor:
ALEXANDER RICHARDSON
Date: 25 September 2024
Surveyor's Ref: 7873 - 1

PLAN OF SUBDIVISION OF LOT 1 IN DP1275034

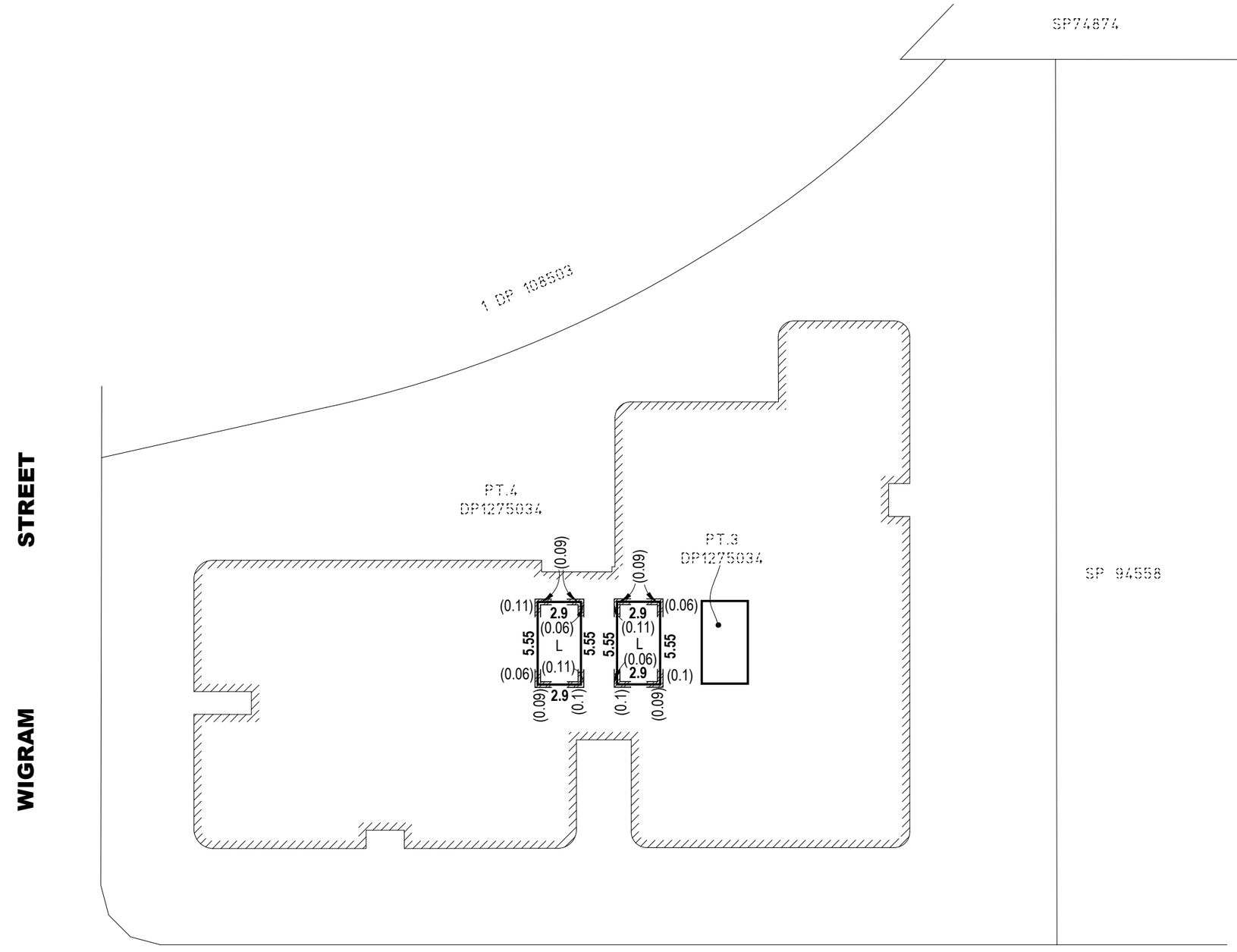
L G A: CITY OF PARRAMATTA
Locality: HARRIS PARK
Reduction Ratio: 1:300
Lengths are in metres.

REGISTERED
15/10/2024

SP103396

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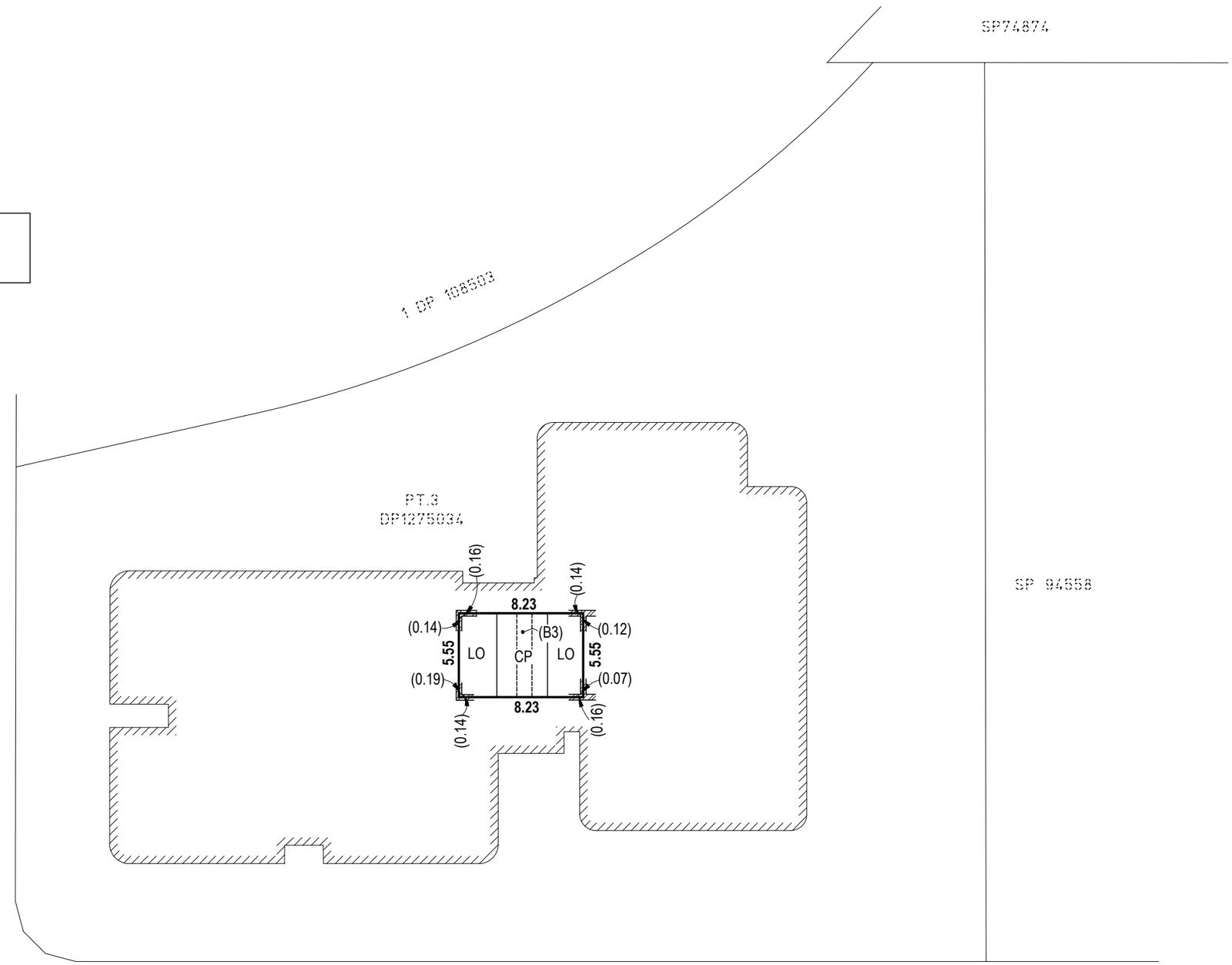
NOTE:
THERE IS NO FLOOR PLAN PROVIDED FOR LEVEL 40
AS IT CONSISTS OF COMMON PROPERTY ONLY

LOCATION PLAN
LEVEL 40

CP	COMMON PROPERTY
L	LIFT (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

NOTE:
THERE IS NO FLOOR PLAN PROVIDED FOR LEVEL 41 AS IT CONSISTS OF COMMON PROPERTY ONLY



LOCATION PLAN
LEVEL 41

EXISTING EASEMENTS CREATED BY DP1275034 :

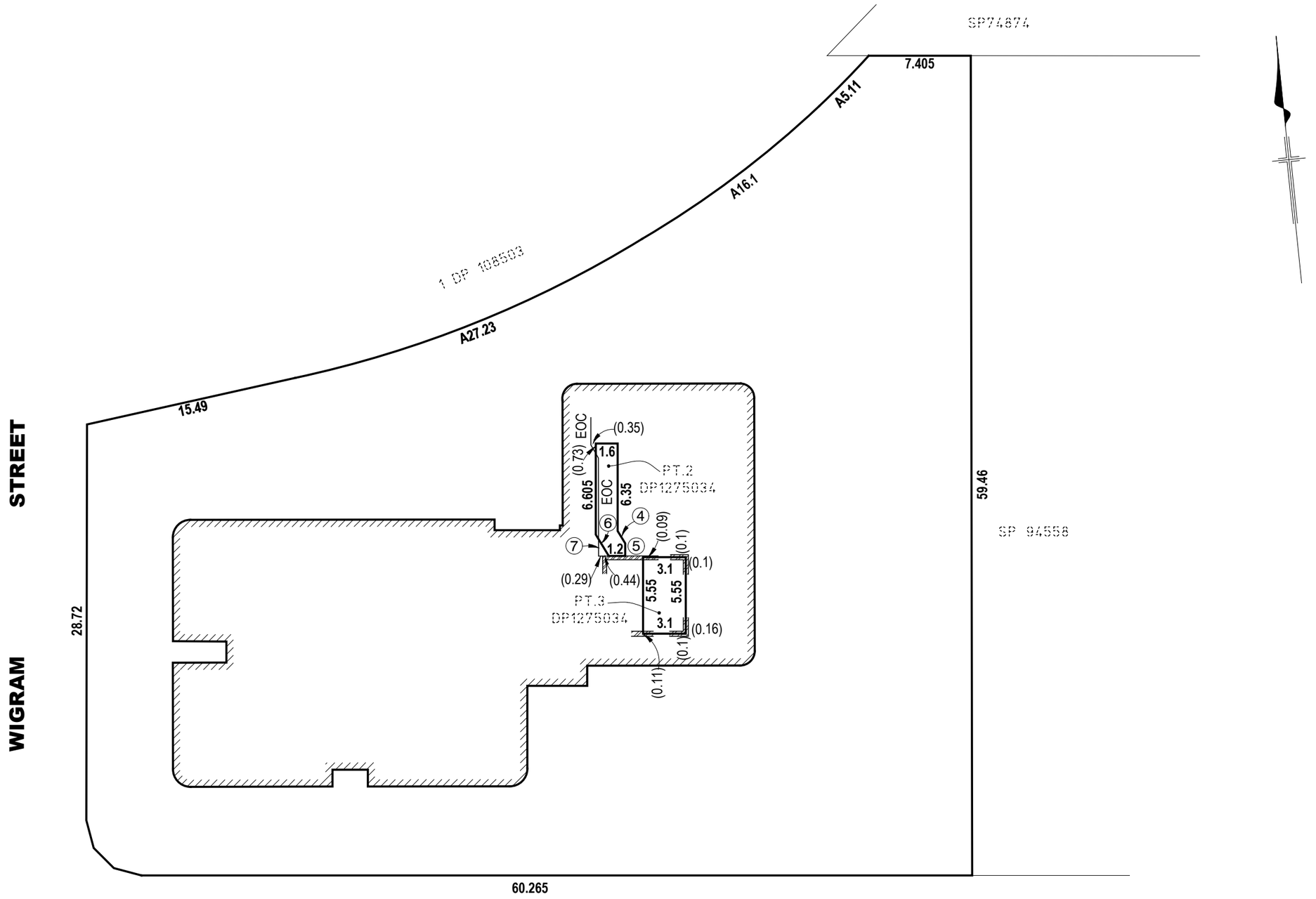
(B3) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(DP1275034)

CP	COMMON PROPERTY
LO	LIFT OVERRUN (CP)

Surveyor: **ALEXANDER RICHARDSON** **Date: 25 September 2024** **Surveyor's Ref: 7873 - 1**	**PLAN OF SUBDIVISION OF LOT 1 IN DP1275034**	**L G A: CITY OF PARRAMATTA** **Locality: HARRIS PARK** **Reduction Ratio: 1:300** **Lengths are in metres.**	**REGISTERED** 15/10/2024	**SP103396**

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SCHEDULE OF SHORT LINES	
No.	DISTANCE
1	2.07
2	2.07
3	2.07
4	1.05
5	0.915
6	1.82
7	1.21



LOCATION PLAN
ROOF LEVEL & ABOVE

EOC	EDGE OF CONCRETE

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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Storage Schedule	
Tag	Area(m²)
S2	2
S3	3
S4	4

Large Storage Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
S11	2.4x4.4	11
S12	as shown	12
S13	2.4x5.4	13
S15	2.7x5.4	15
S16	3x5.4	16
S17	3.15x5.4	17

NOTES:-

ALL ANGLES ARE RIGHT ANGLES

REFER TO CAR SPACE AND STORAGE SCHEDULES FOR DIMENSIONS AND AREA DETAILS

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

PROLONGATION OF FACE OF COLUMN OR WALL

Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
CS1	2.4x5.4	13
CS2	2.5x5.4	13
CS3	3.8x5.4	21
CS4	2.4x5.5	13

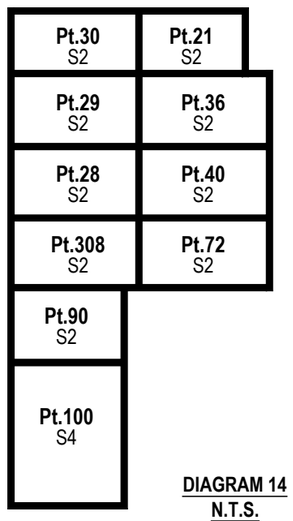


DIAGRAM 14
N.T.S.

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
A	ACCESSIBLE
L	LIFT (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

BASEMENT 6

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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Storage Schedule		
Tag		Area(m²)
S2		2
S3		3
S4		4
S6		6

Large Storage Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
S11	2.4x4.4	11
S12	as shown	12
S13	2.4x5.4	13
S15	2.7x5.4	15
S16	3x5.4	16

NOTES:-

ALL ANGLES ARE RIGHT ANGLES

REFER TO CAR SPACE AND STORAGE SCHEDULES FOR DIMENSIONS AND AREA DETAILS

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

PROLONGATION OF FACE OF COLUMN OR WALL

Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
CS1	2.4x5.4	13
CS2	2.5x5.4	13
CS3	3.8x5.4	21

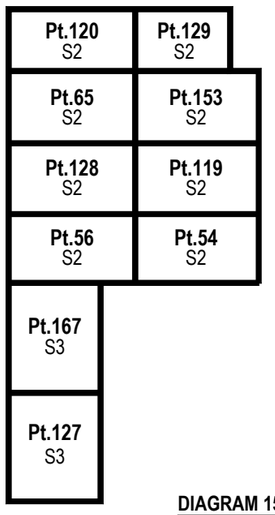
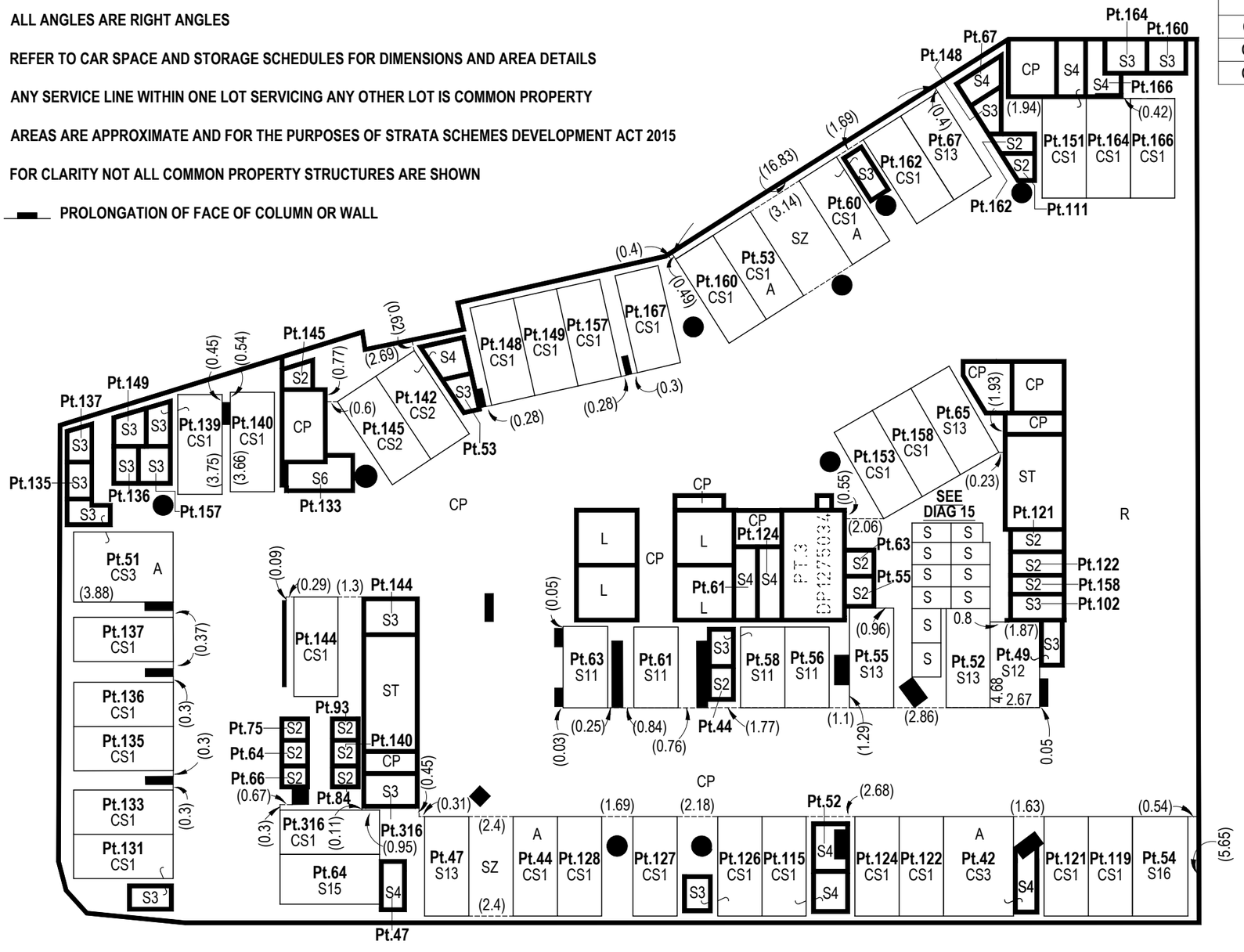


DIAGRAM 15
N.T.S.

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
A	ACCESSIBLE
L	LIFT (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)



BASEMENT 5

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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Storage Schedule	
Tag	Area(m²)
S2	2
S3	3
S4	4

Large Storage Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
S11	2.4x4.4	11
S12	as shown	12
S13	2.4x5.4	13
S15	2.7x5.4	15
S16	3x5.4	16

NOTES:-

ALL ANGLES ARE RIGHT ANGLES

REFER TO CAR SPACE AND STORAGE SCHEDULES FOR DIMENSIONS AND AREA DETAILS

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

PROLONGATION OF FACE OF COLUMN OR WALL

Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
CS1	2.4x5.4	13
CS2	2.5x5.4	13
CS3	3.8x5.4	21

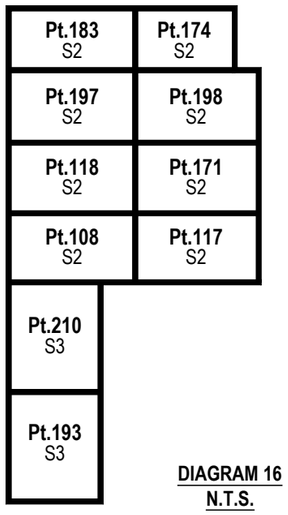


DIAGRAM 16
N.T.S.

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
A	ACCESSIBLE
L	LIFT (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

BASEMENT 4

Surveyor:
ALEXANDER RICHARDSON
Date: 25 September 2024
Surveyor's Ref: 7873 - 1

PLAN OF SUBDIVISION OF LOT 1 IN DP1275034

L G A: CITY OF PARRAMATTA
Locality: HARRIS PARK
Reduction Ratio: 1:250
Lengths are in metres.

REGISTERED
15/10/2024

SP103396

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Storage Schedule	
Tag	Area(m²)
S2	2
S3	3
S4	4
S5	5

Large Storage Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
S11	2.4x4.4	11
S12	as shown	12
S13	2.4x5.4	13
S15	2.7x5.4	15

NOTES:-

ALL ANGLES ARE RIGHT ANGLES

REFER TO CAR SPACE AND STORAGE SCHEDULES FOR DIMENSIONS AND AREA DETAILS

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

PROLONGATION OF FACE OF COLUMN OR WALL

Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
CS1	2.4x5.4	13
CS2	2.5x5.4	13
CS3	3.8x5.4	21

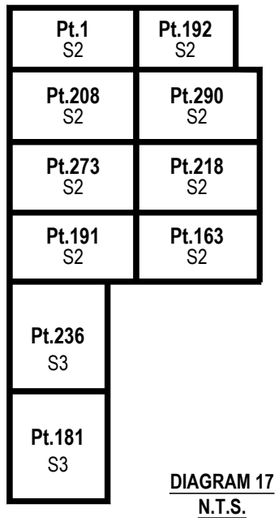


DIAGRAM 17
N.T.S.

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
A	ACCESSIBLE
L	LIFT (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

BASEMENT 3

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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Storage Schedule	
Tag	Area(m²)
S2	2
S3	3
S4	4

Large Storage Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
S11	2.4x4.4	11
S12	as shown	12
S13	2.4x5.4	13
S15	2.7x5.4	15

NOTES:-

ALL ANGLES ARE RIGHT ANGLES

REFER TO CAR SPACE AND STORAGE SCHEDULES FOR DIMENSIONS AND AREA DETAILS

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

PROLONGATION OF FACE OF COLUMN OR WALL

Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
CS1	2.4x5.4	13
CS2	2.5x5.4	13
CS3	3.8x5.4	21

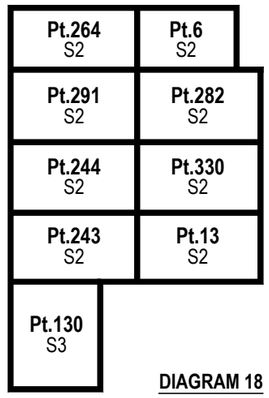
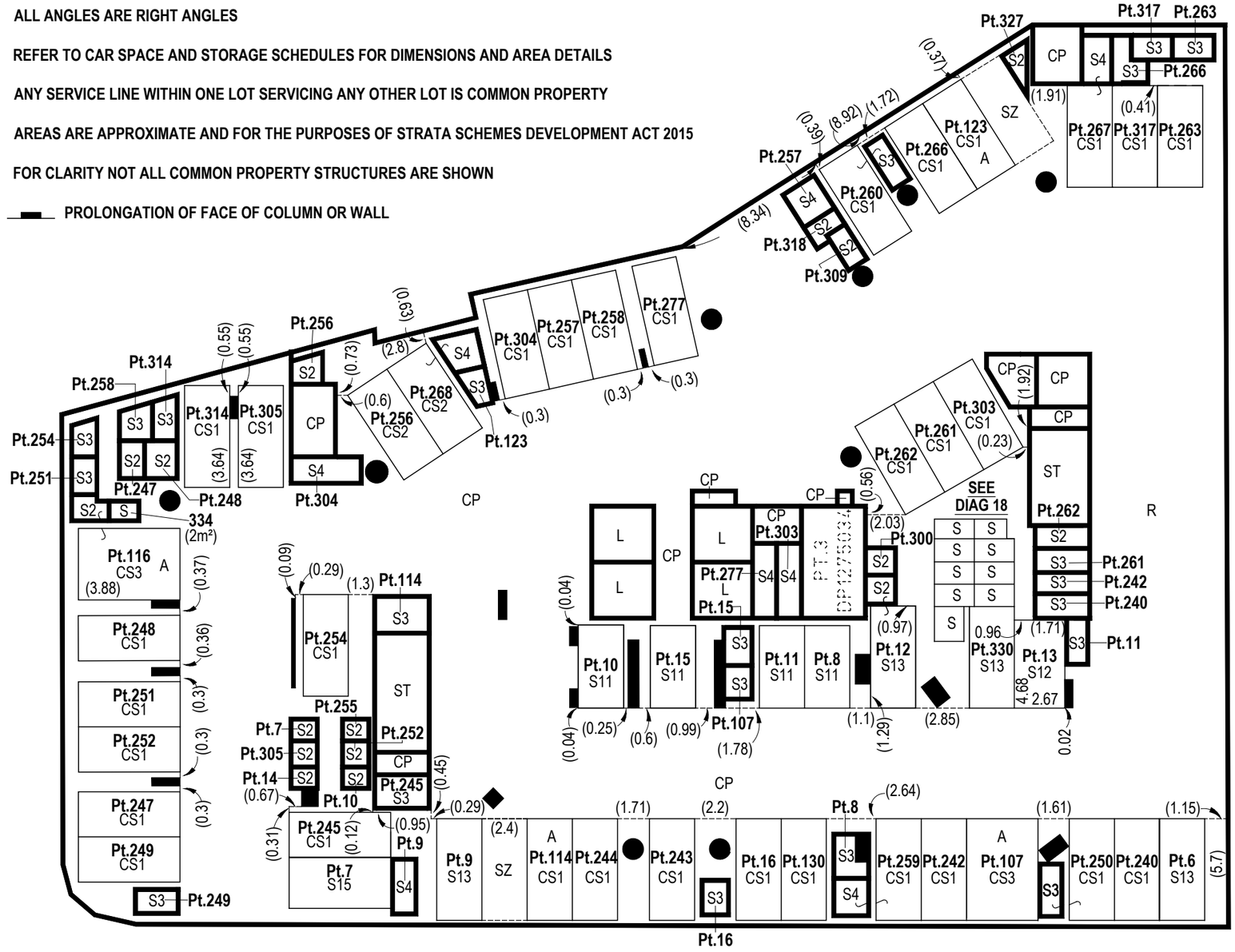


DIAGRAM 18
N.T.S.



CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
A	ACCESSIBLE
L	LIFT (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

BASEMENT 2

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:18 of 72
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Storage Schedule	
Tag	Area(m²)
S3	3
S4	4

Large Storage Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
S13	2.4x5.4	13

Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
CS1	2.4x5.4	13

NOTES:-

ALL ANGLES ARE RIGHT ANGLES

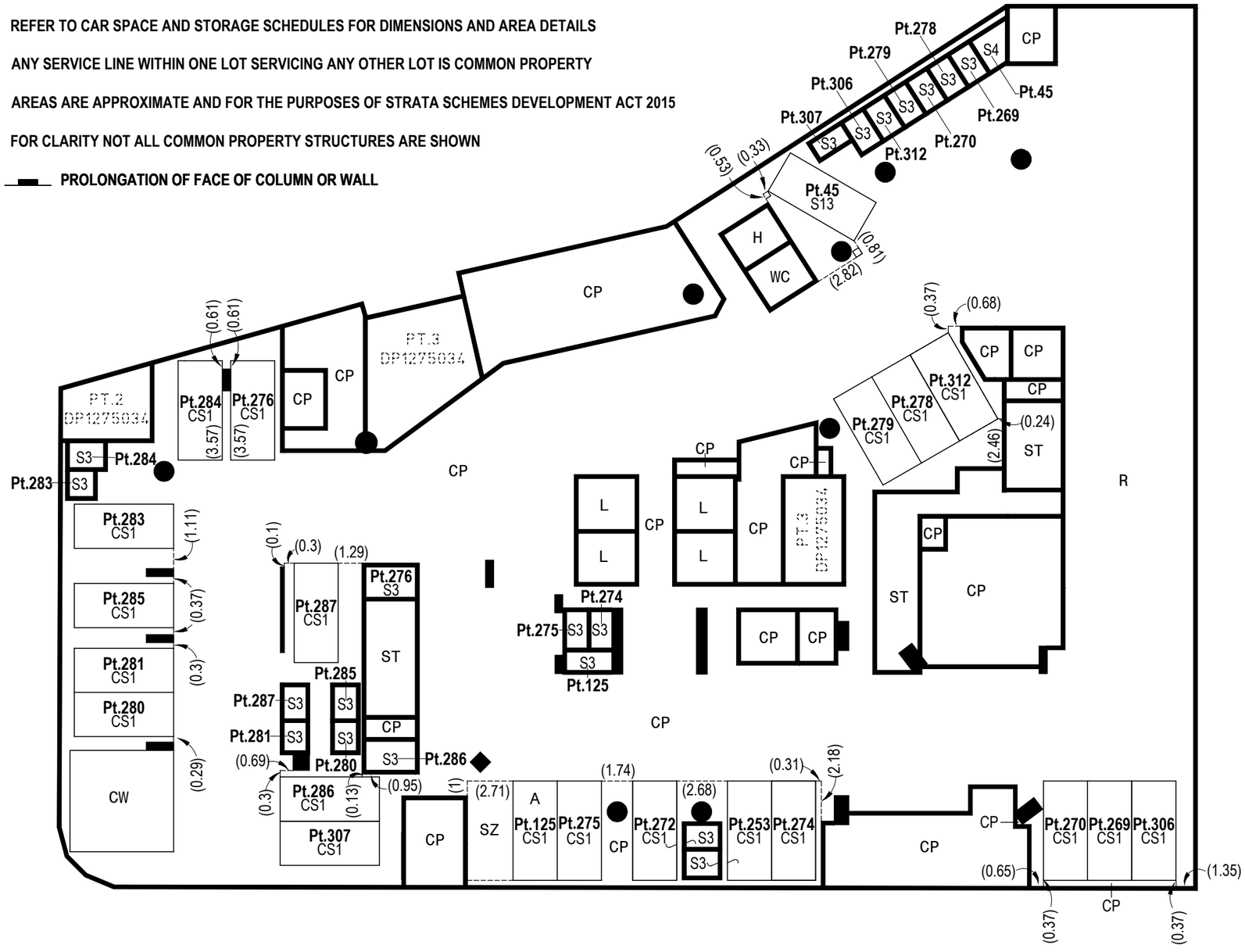
REFER TO CAR SPACE AND STORAGE SCHEDULES FOR DIMENSIONS AND AREA DETAILS

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

PROLONGATION OF FACE OF COLUMN OR WALL



CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
A	ACCESSIBLE
CW	CAR WASH BAY (CP)
H	HOIST (CP)
L	LIFT (CP)
R	RAMP (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
WC	WATER CLOSET (CP)

BASEMENT 1

Surveyor:
ALEXANDER RICHARDSON
Date: 25 September 2024
Surveyor's Ref: 7873 - 1

PLAN OF SUBDIVISION OF LOT 1 IN DP1275034

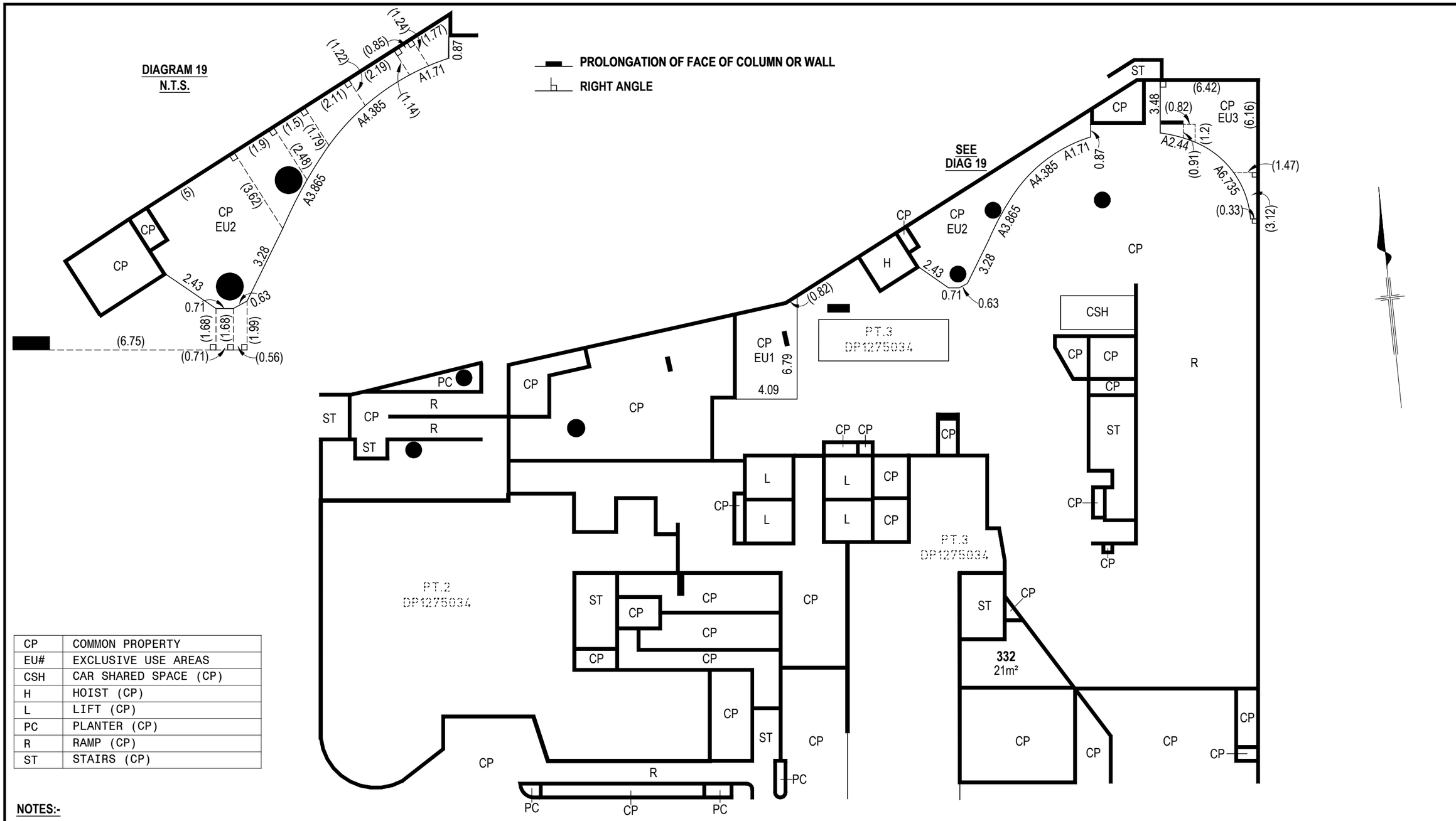
L G A: CITY OF PARRAMATTA
Locality: HARRIS PARK
Reduction Ratio: 1:250
Lengths are in metres.

REGISTERED
15/10/2024

SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:19 of 72
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CP	COMMON PROPERTY
EU#	EXCLUSIVE USE AREAS
CSH	CAR SHARED SPACE (CP)
H	HOIST (CP)
L	LIFT (CP)
PC	PLANTER (CP)
R	RAMP (CP)
ST	STAIRS (CP)

NOTES:-

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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

GROUND FLOOR

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Storage Schedule	
Tag	Area(m²)
S2	2
S3	3
S4	4

Large Storage Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
S14	2.4x6	14

Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
CS1	2.4x5.4	13

NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

ALL ANGLES ARE RIGHT ANGLES

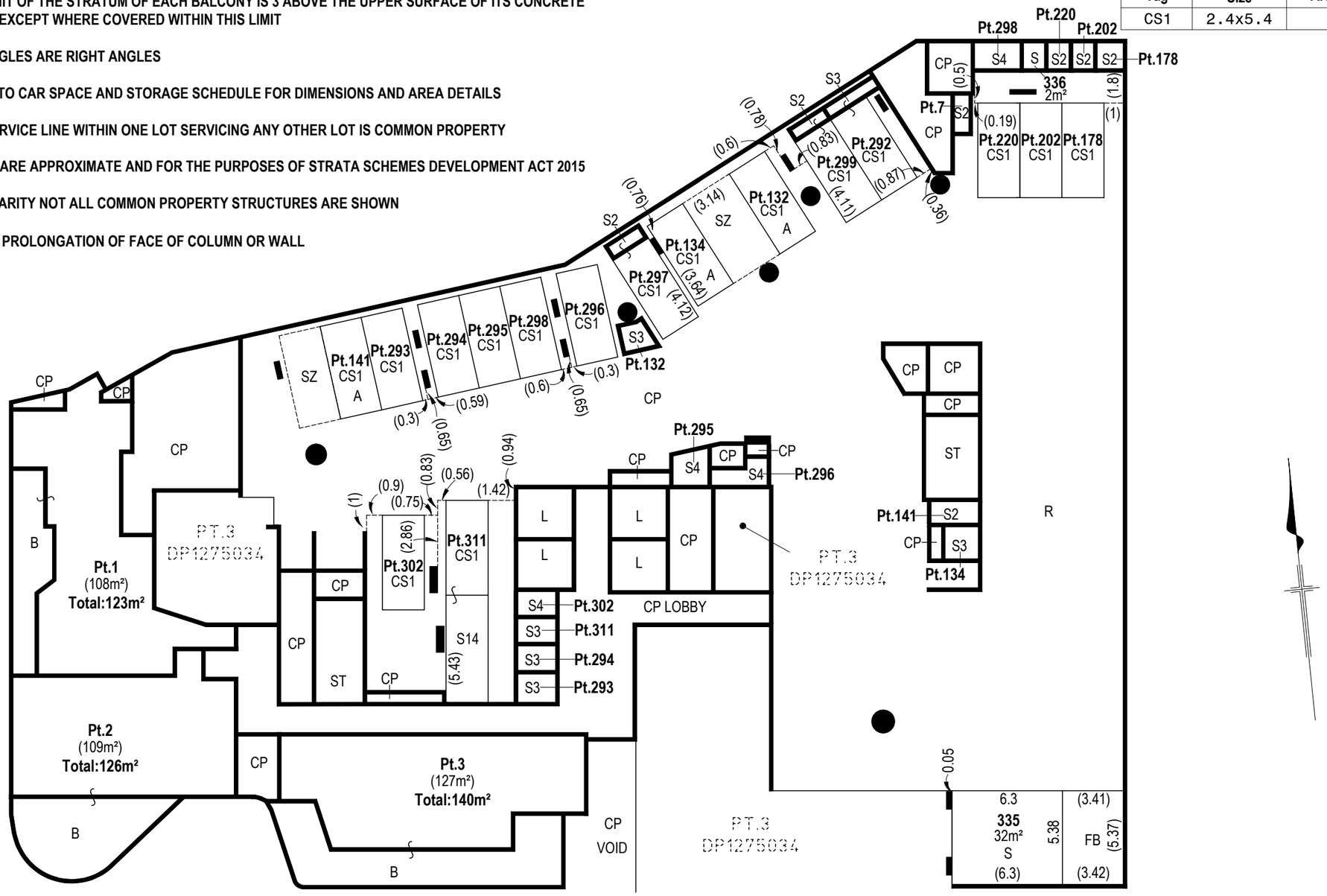
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

PROLONGATION OF FACE OF COLUMN OR WALL



LEVEL 1

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
A	ACCESSIBLE
B	BALCONY
FB	FREIGHT SERVICE BAY (CP)
L	LIFT (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

Surveyor:
ALEXANDER RICHARDSON
Date: 25 September 2024
Surveyor's Ref: 7873 - 1

PLAN OF SUBDIVISION OF LOT 1 IN DP1275034

L G A: CITY OF PARRAMATTA
Locality: HARRIS PARK
Reduction Ratio: 1:250
Lengths are in metres.

REGISTERED
15/10/2024

SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:21 of 72
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Storage Schedule	
Tag	Area(m²)
S2	2
S3	3

Large Storage Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
S14	2.4x6	14

NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

ALL ANGLES ARE RIGHT ANGLES

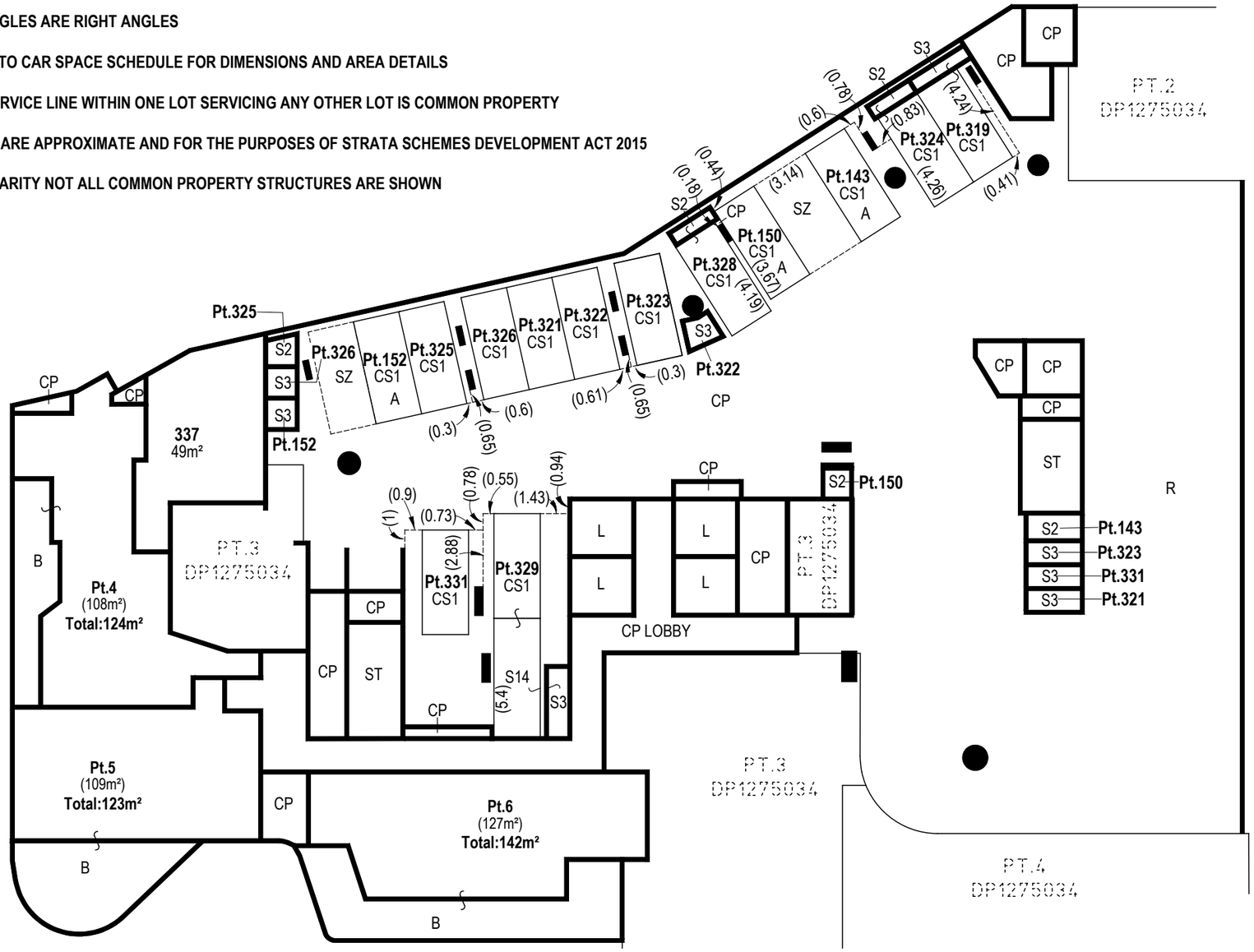
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
CS1	2.4x5.4	13



LEVEL 2

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
A	ACCESSIBLE
B	BALCONY
L	LIFT (CP)
R	RAMP (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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Storage Schedule	
Tag	Area(m²)
S2	2
S3	3
S4	4

Large Storage Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
S12	as shown	12
S13	2.4x5.4	13
S14	2.4x6	14

NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

ALL ANGLES ARE RIGHT ANGLES

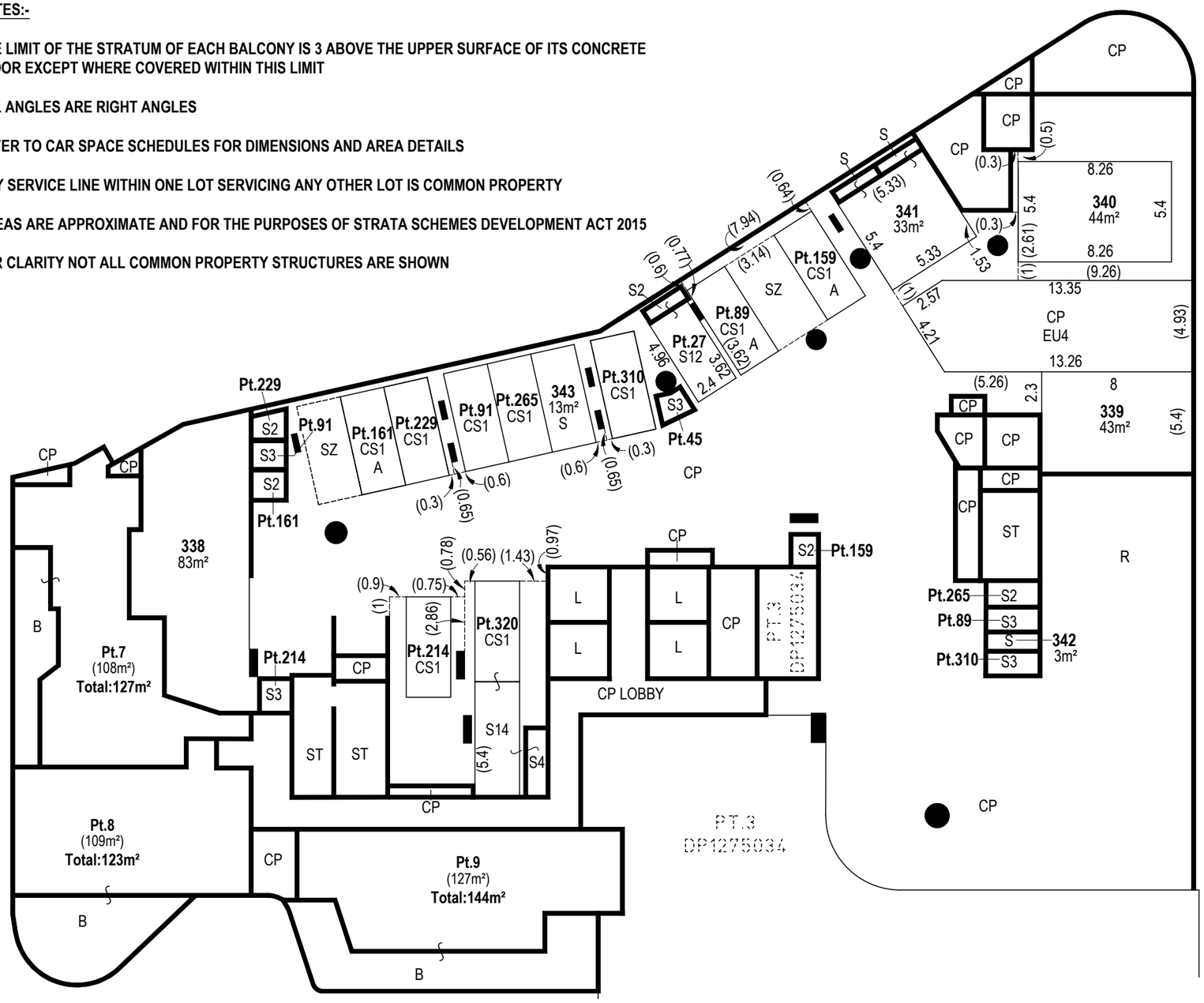
REFER TO CAR SPACE SCHEDULES FOR DIMENSIONS AND AREA DETAILS

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
CS1	2.4x5.4	13



LEVEL 3

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
EU#	EXCLUSIVE USE AREAS
A	ACCESSIBLE
B	BALCONY
L	LIFT (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

Surveyor:
ALEXANDER RICHARDSON
Date: 25 September 2024
Surveyor's Ref: 7873 - 1

PLAN OF SUBDIVISION OF LOT 1 IN DP1275034

L G A: CITY OF PARRAMATTA
Locality: HARRIS PARK
Reduction Ratio: 1:250
Lengths are in metres.

REGISTERED
15/10/2024

SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:23 of 72
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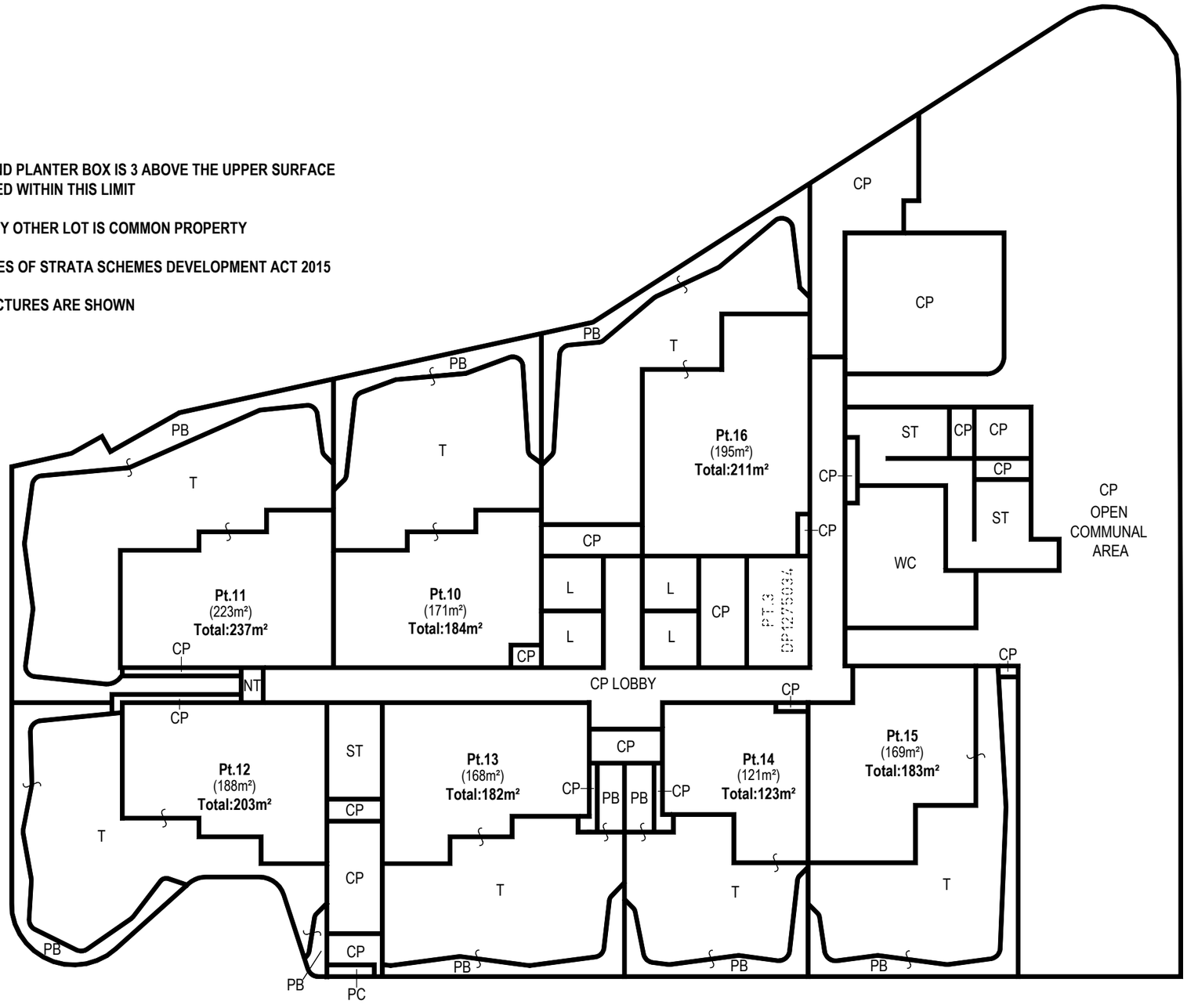
NOTES:-

THE LIMIT OF THE STRATUM OF EACH TERRACE AND PLANTER BOX IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



CP	COMMON PROPERTY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
PB	PLANTER
PC	PLANTER (CP)
ST	STAIRS (CP)
T	TERRACE
WC	WATER CLOSET (CP)

LEVEL 4

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:24 of 72
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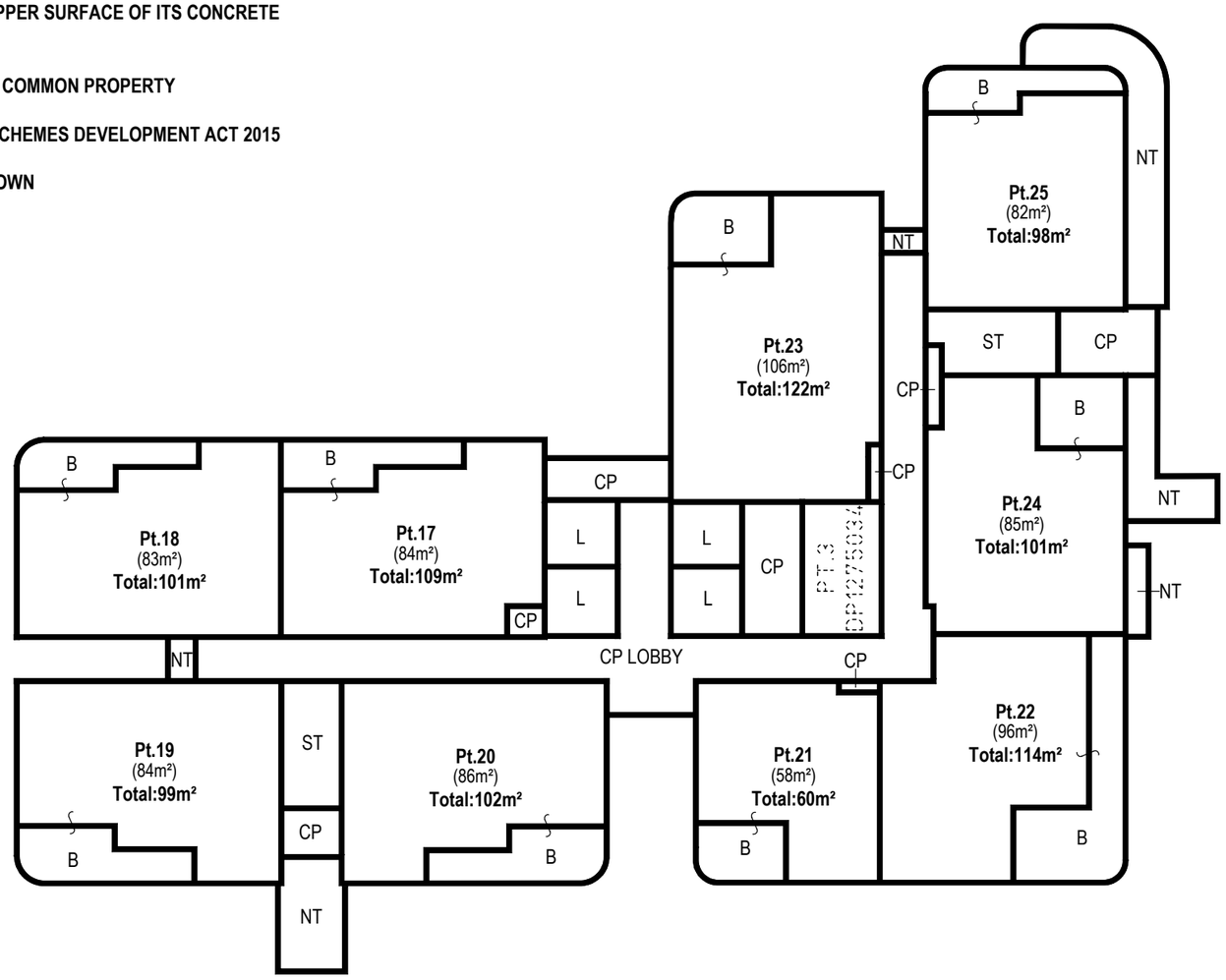
NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 5

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:25 of 72
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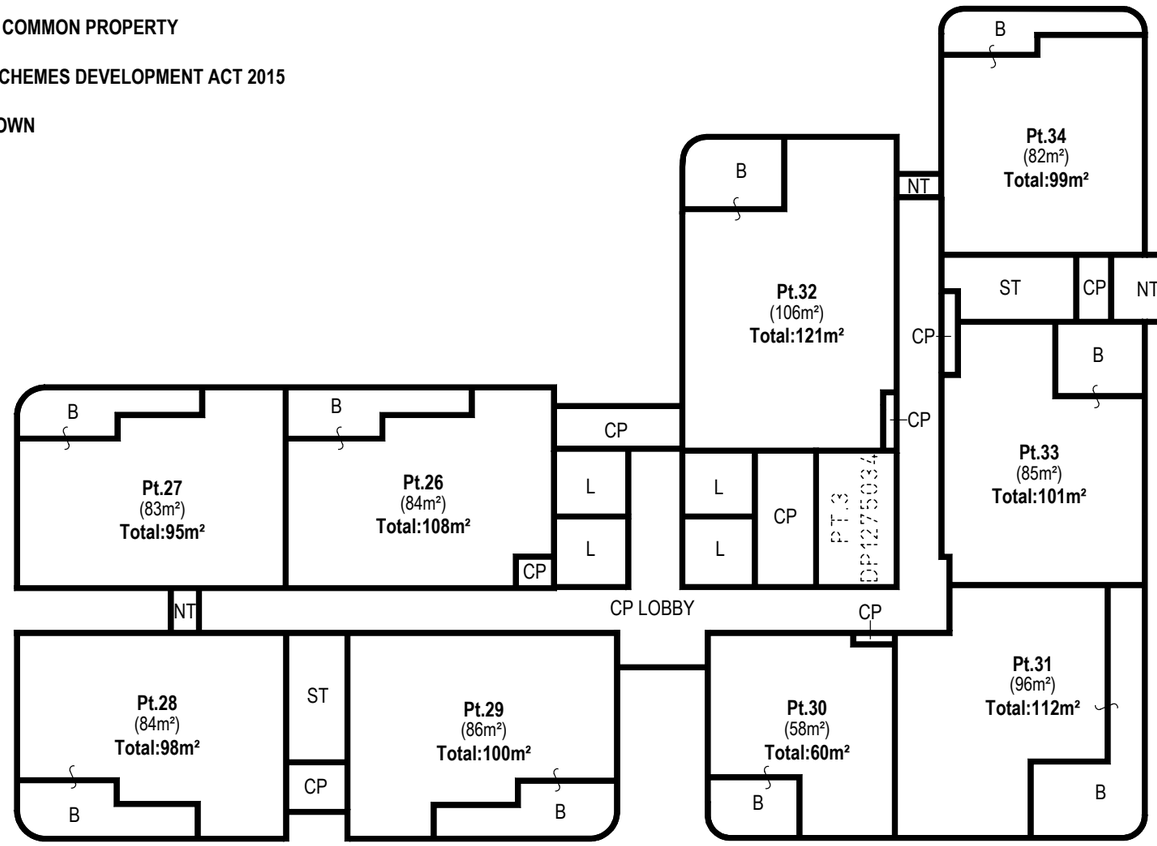
NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 6

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:26 of 72
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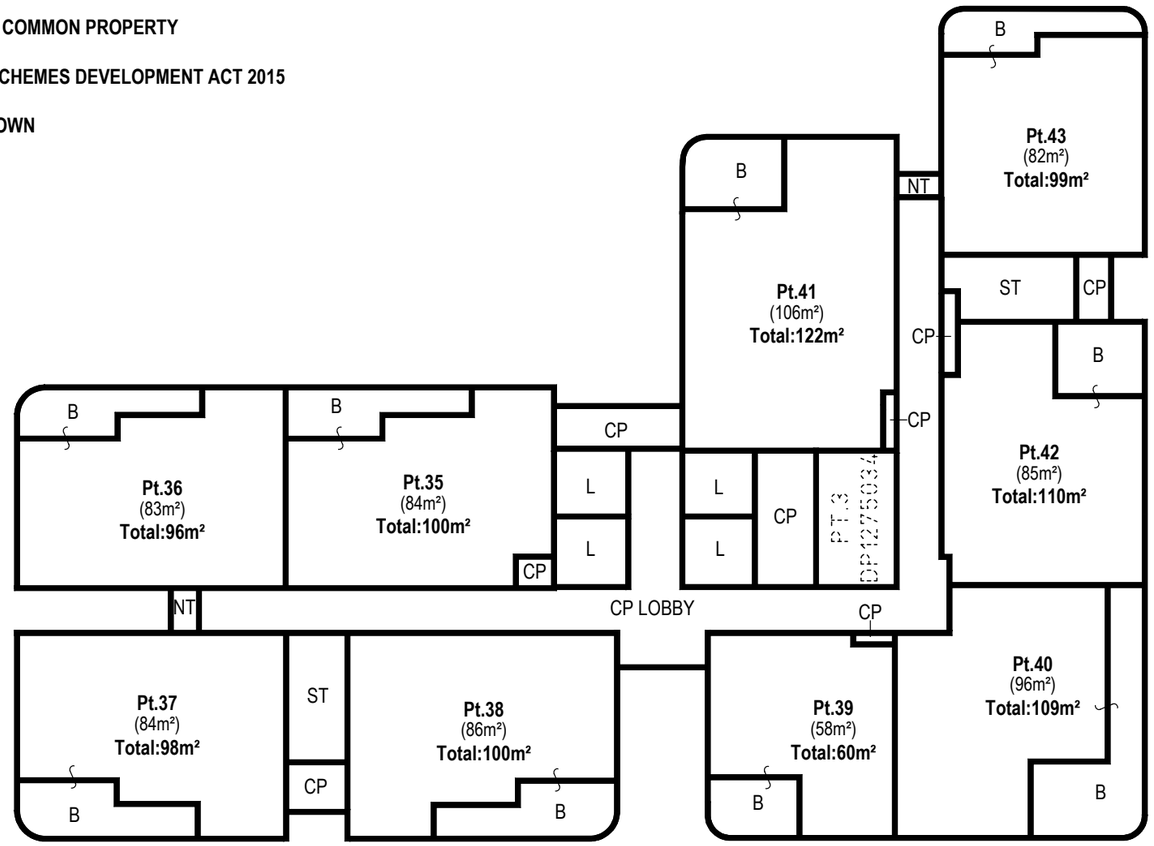
NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 7

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:27 of 72
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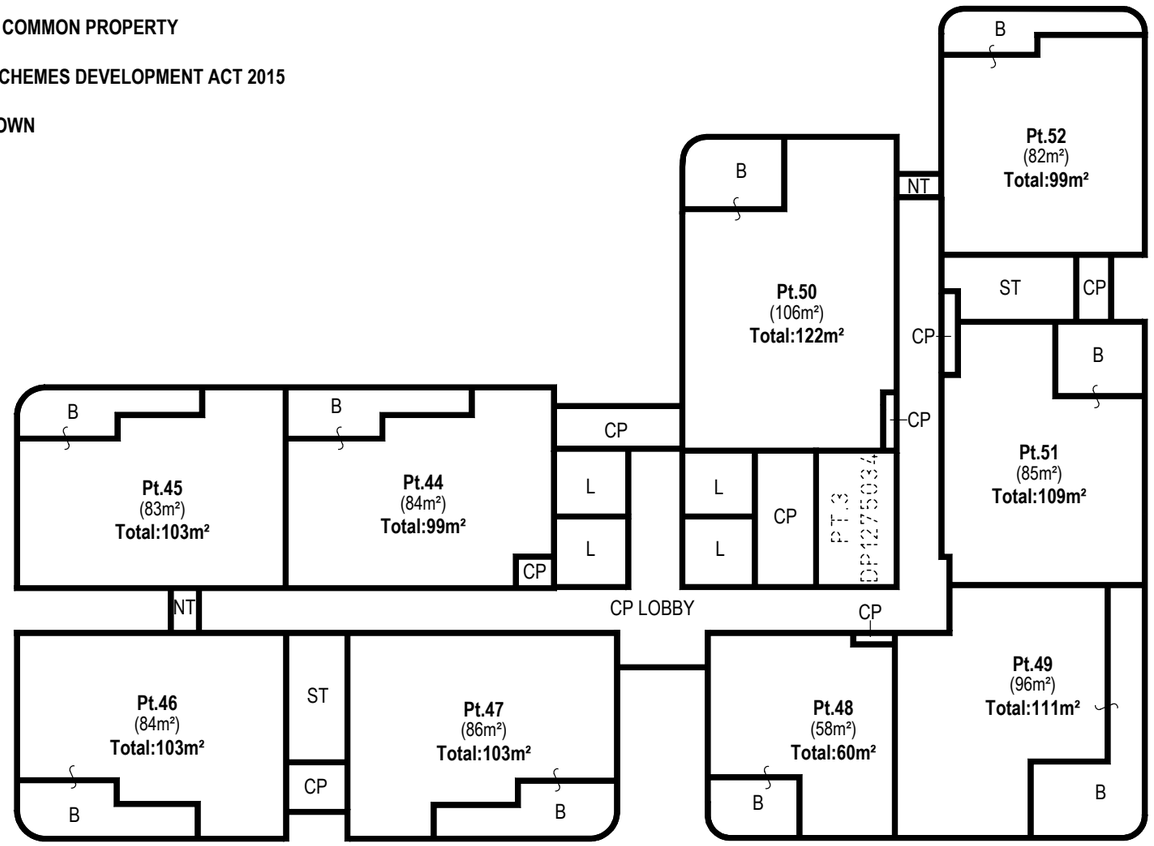
NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 8

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:28 of 72
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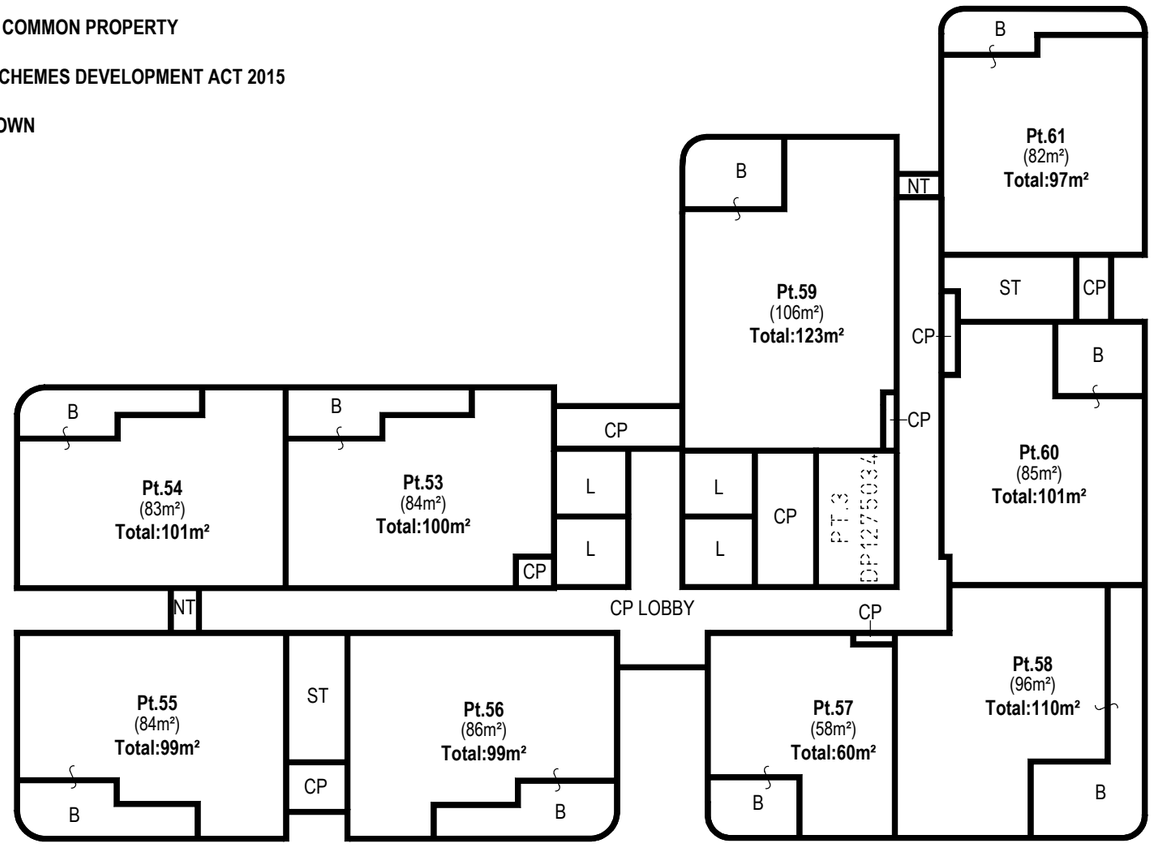
NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 9

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:29 of 72
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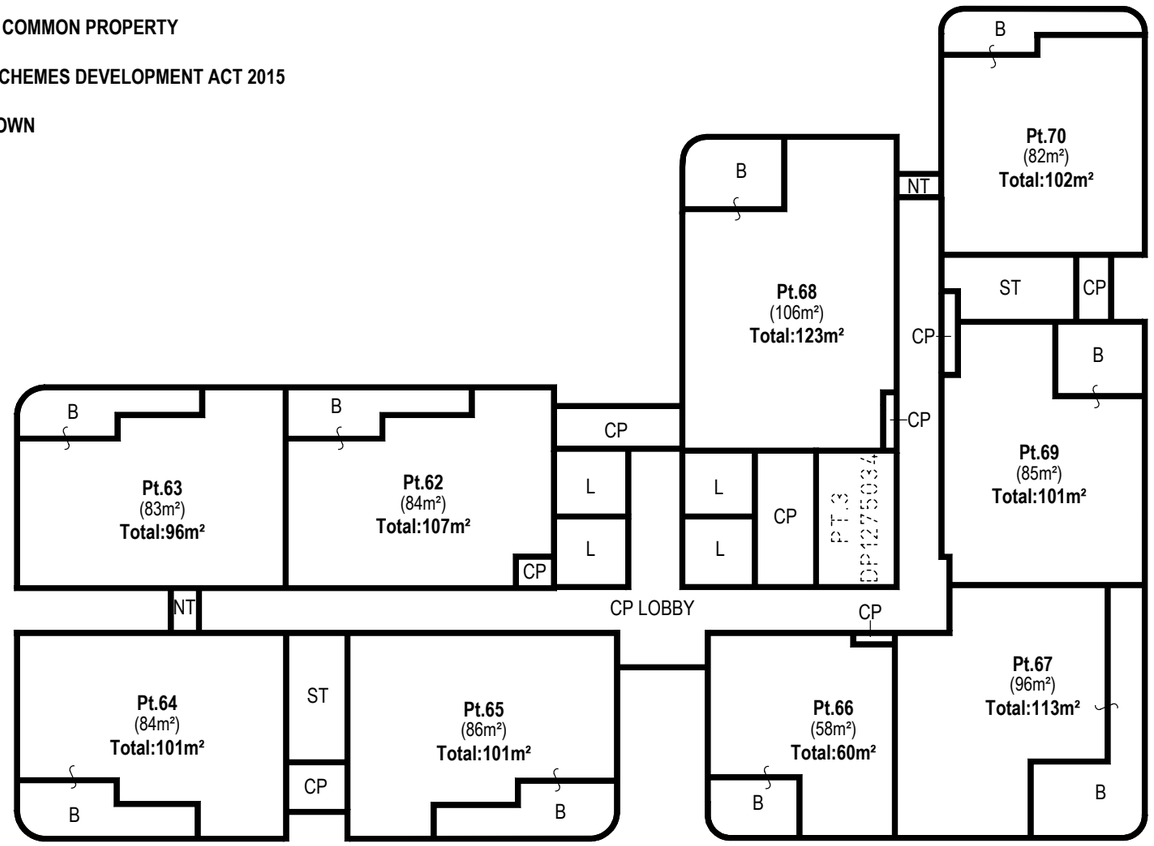
NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 10

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:30 of 72
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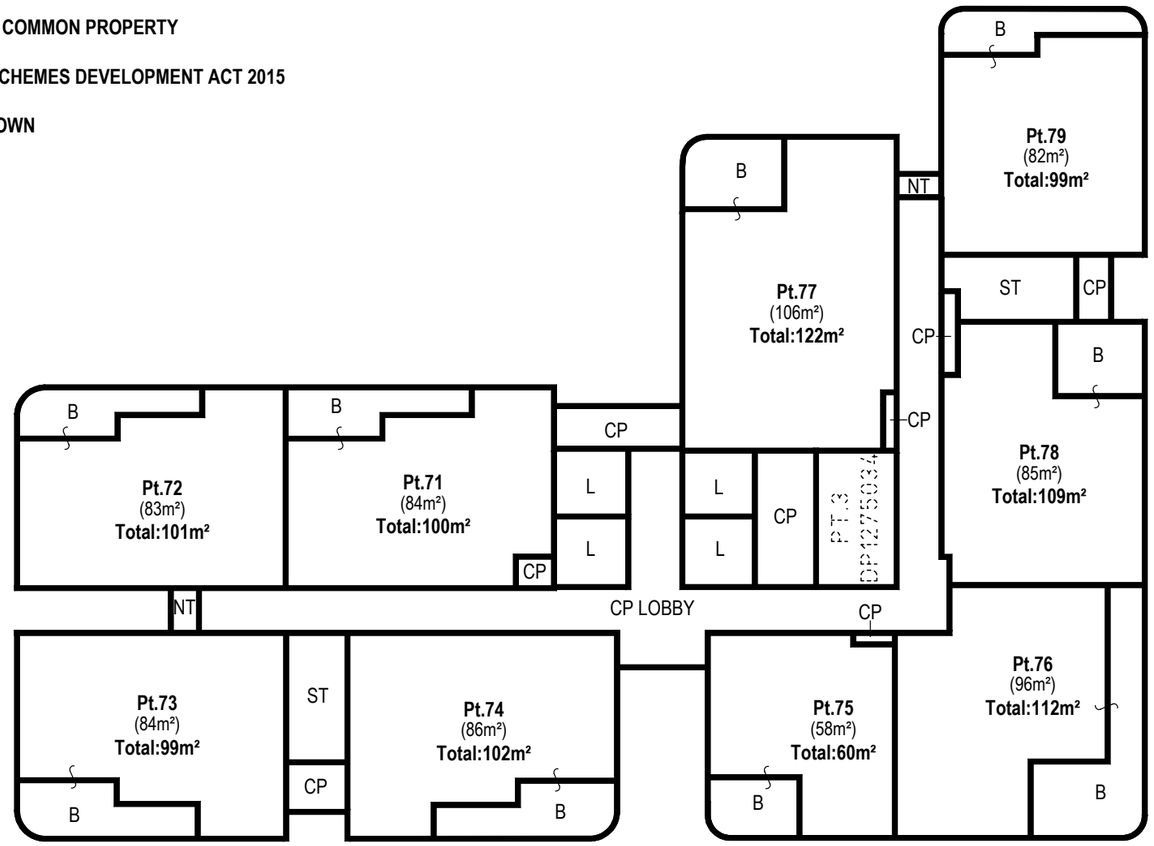
NOTES:-

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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 11

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:31 of 72
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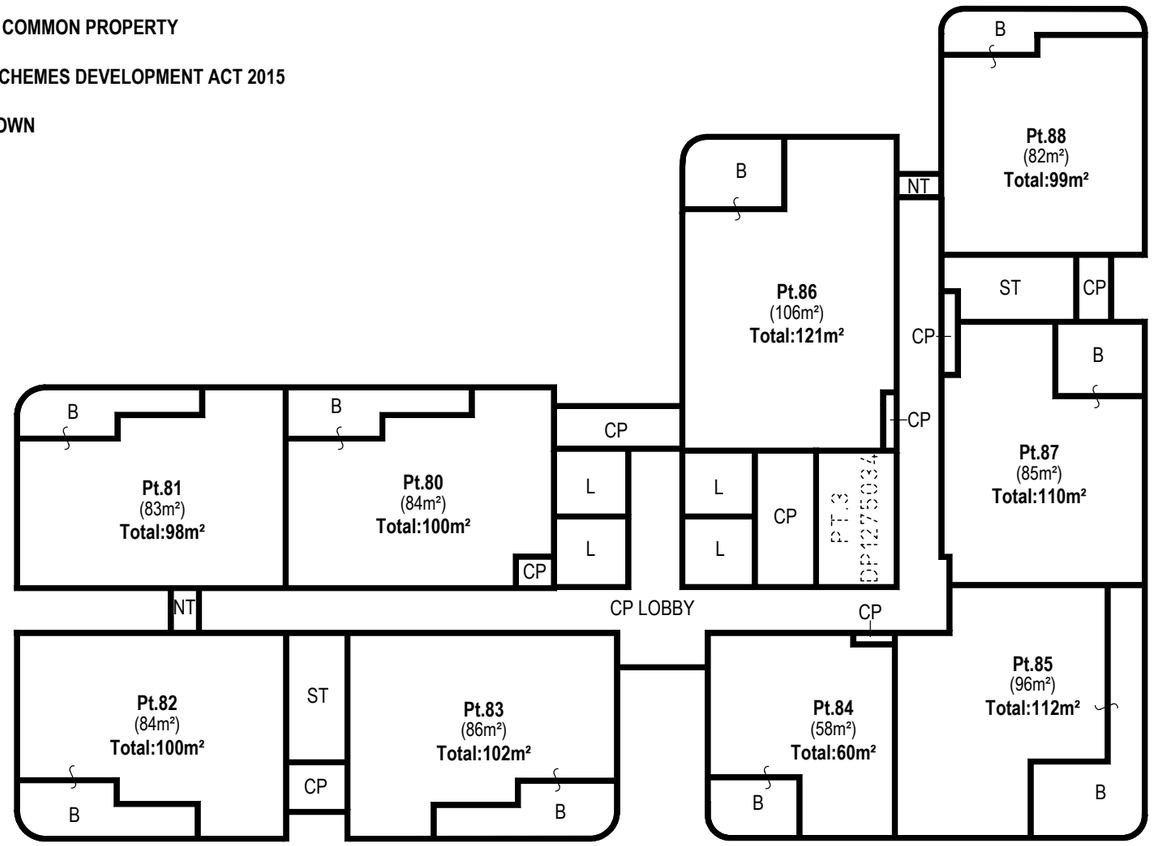
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 12

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:32 of 72
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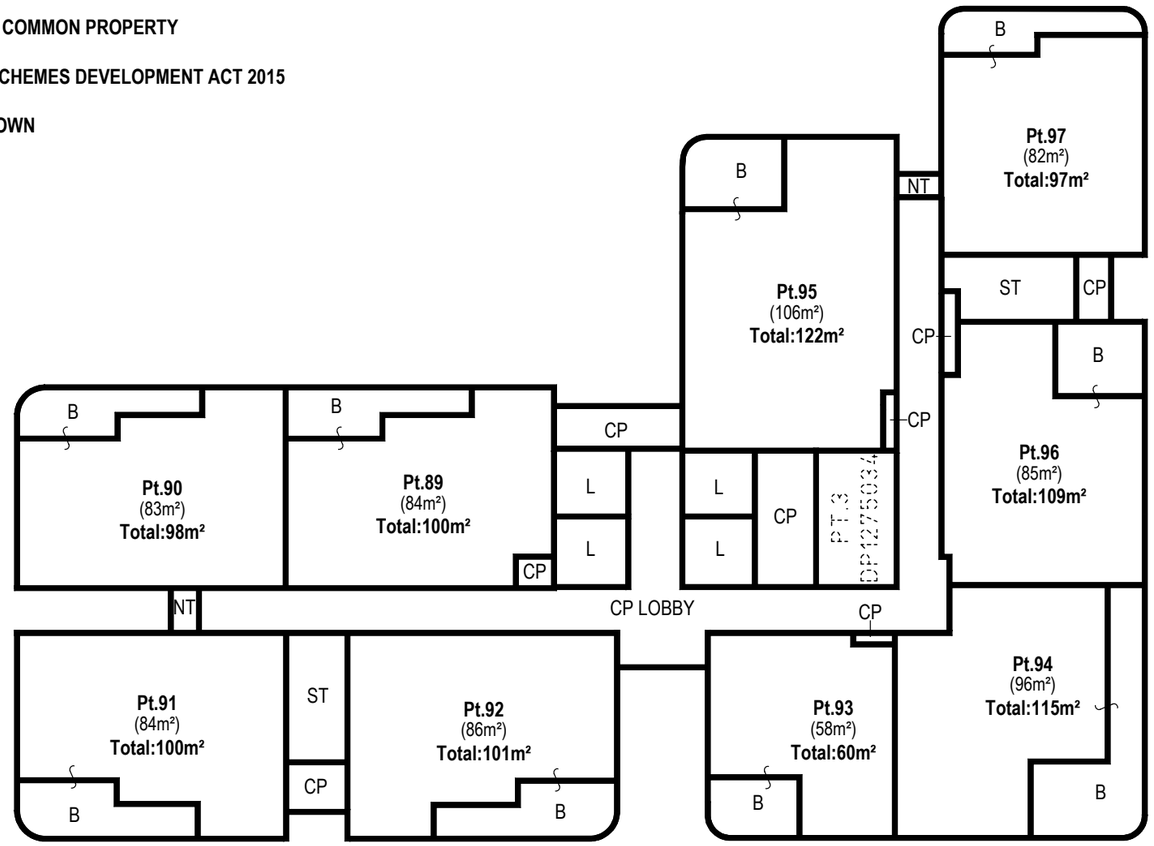
NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 13

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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LRS /Prt:22-Jul-2026 18:23 /Seq:34 of 72
Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Ref:2026312
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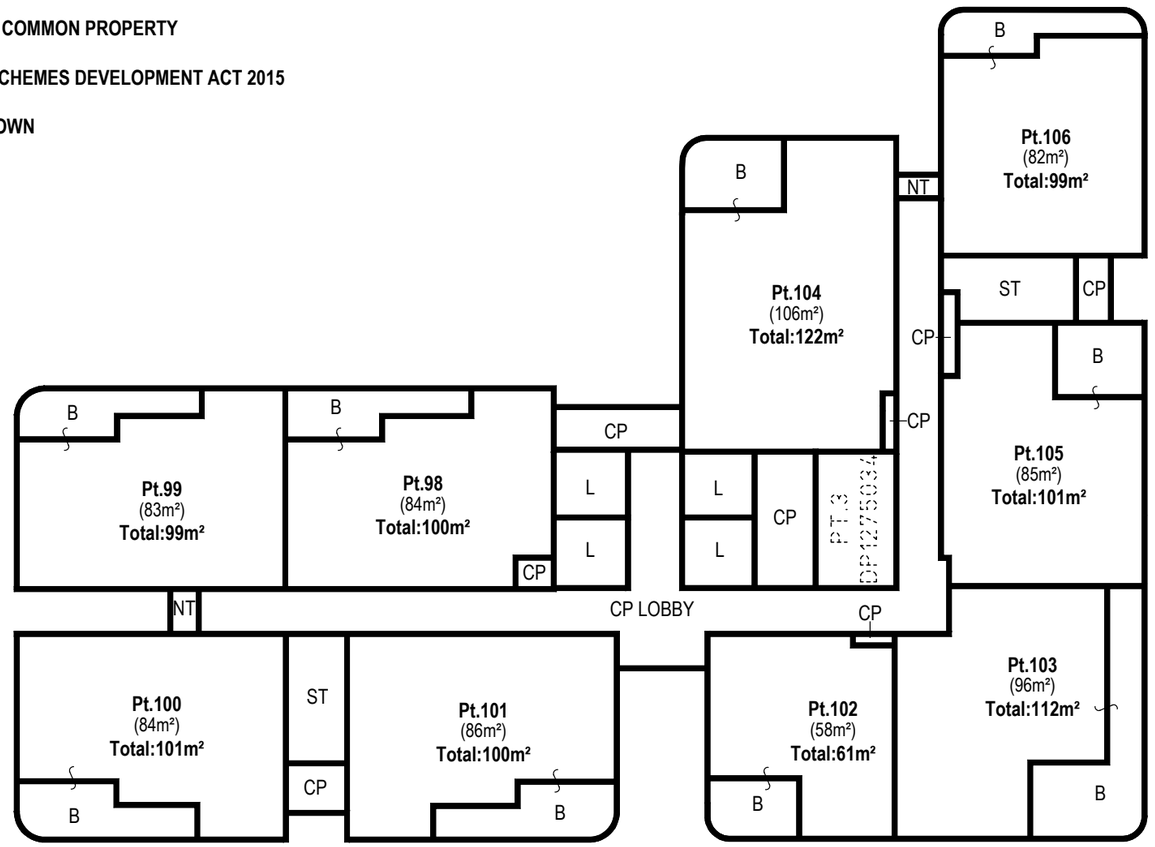
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 14

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

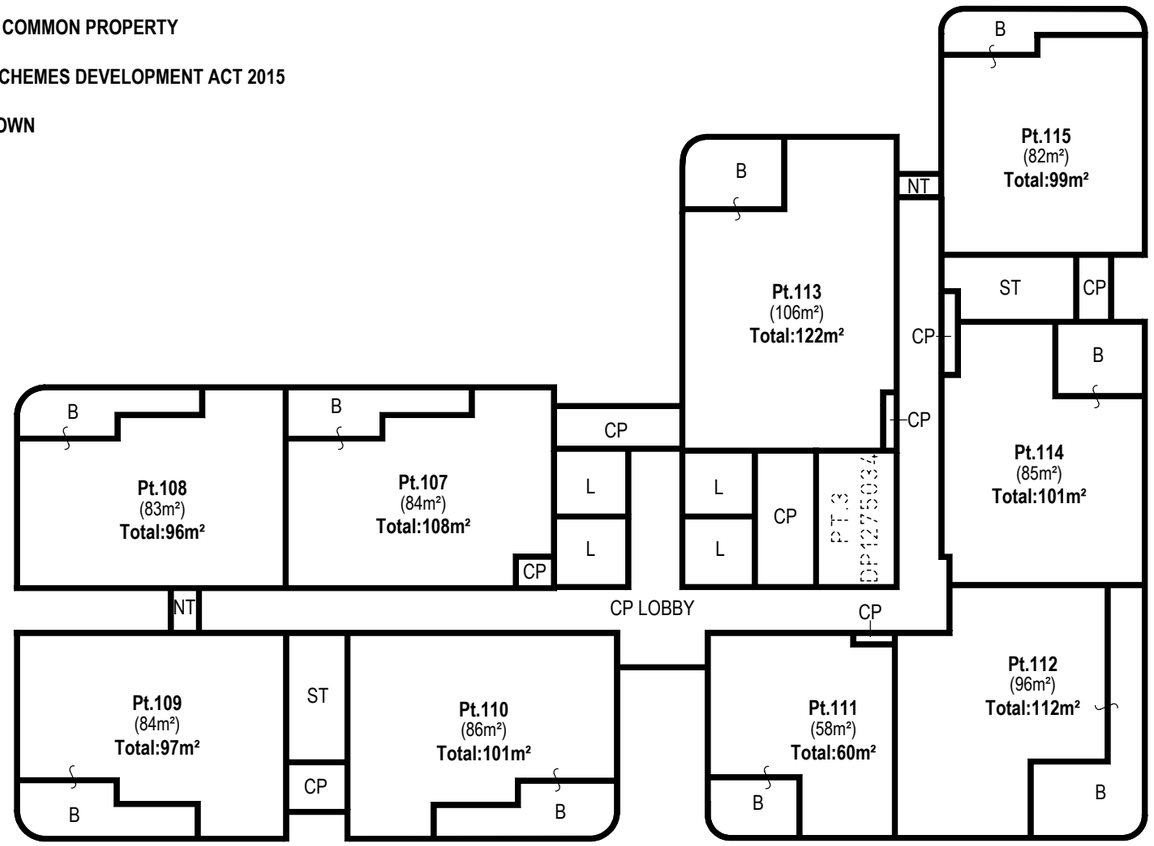
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 15

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:35 of 72
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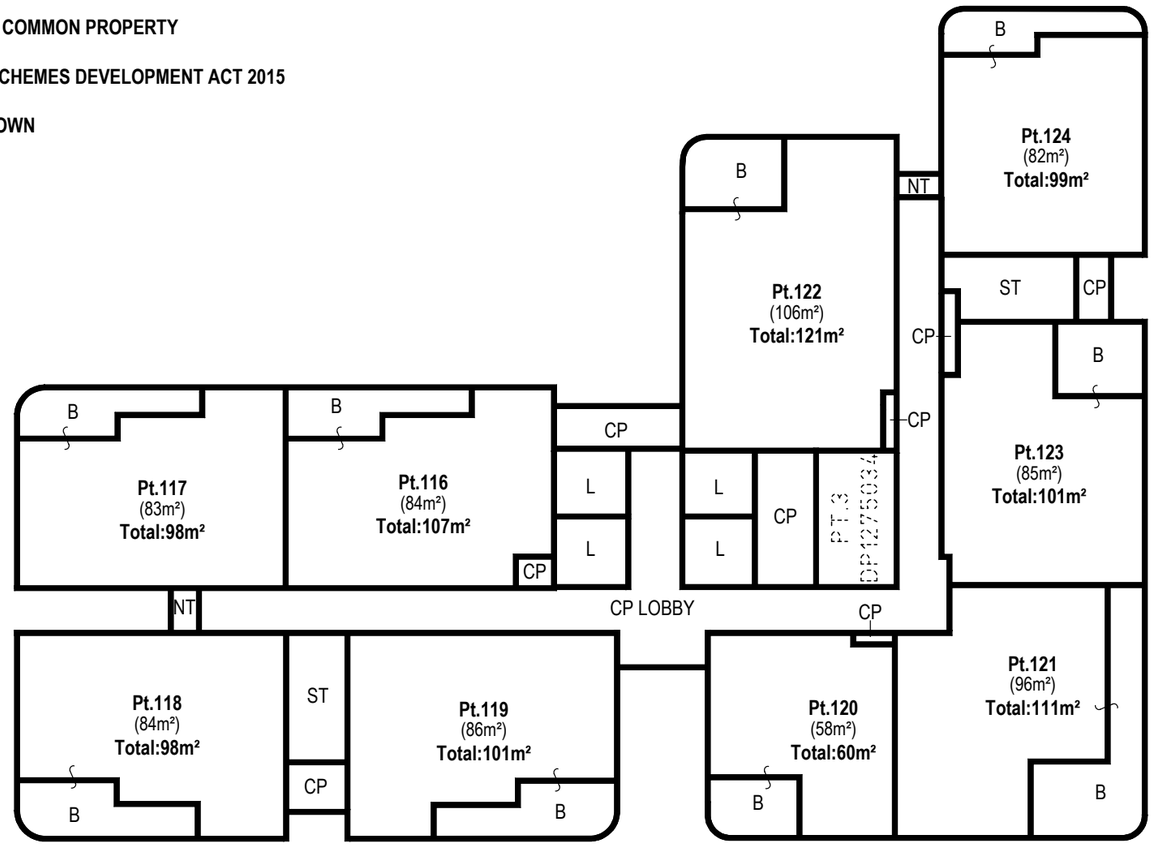
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 16

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:36 of 72
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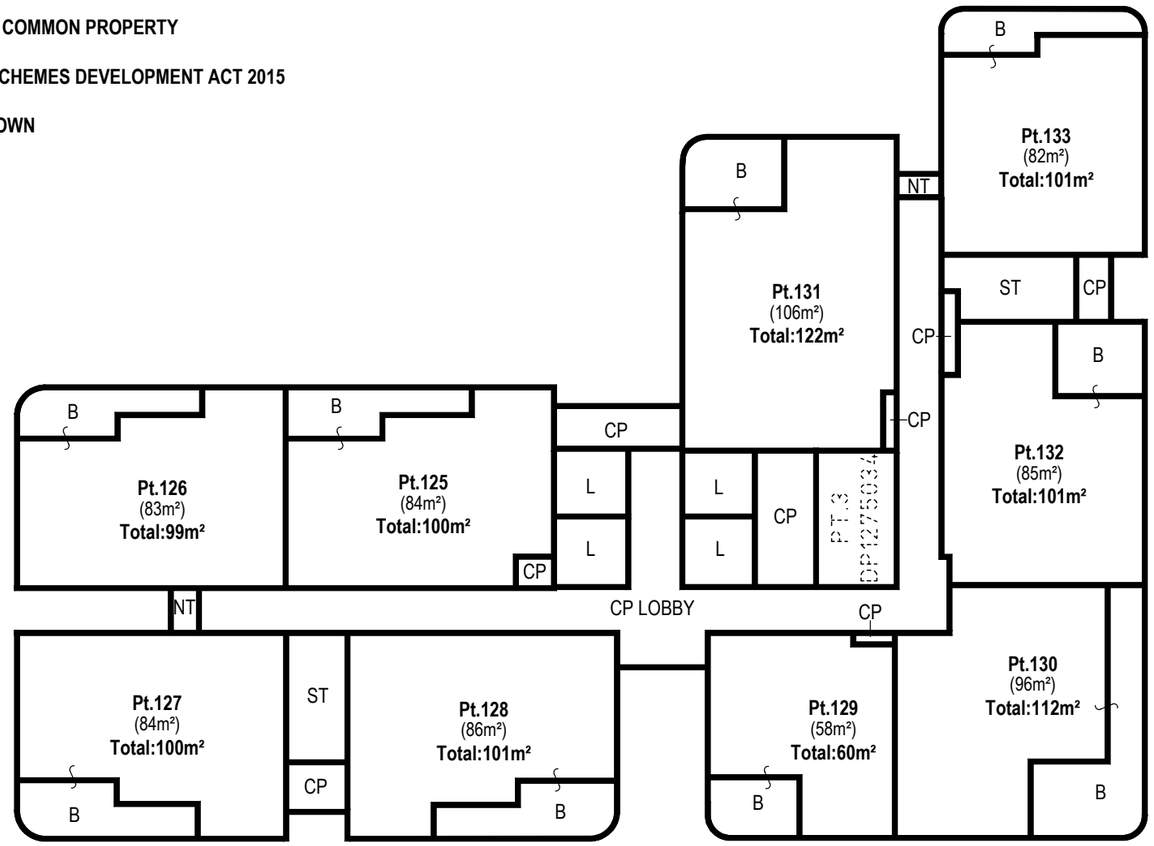
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 17

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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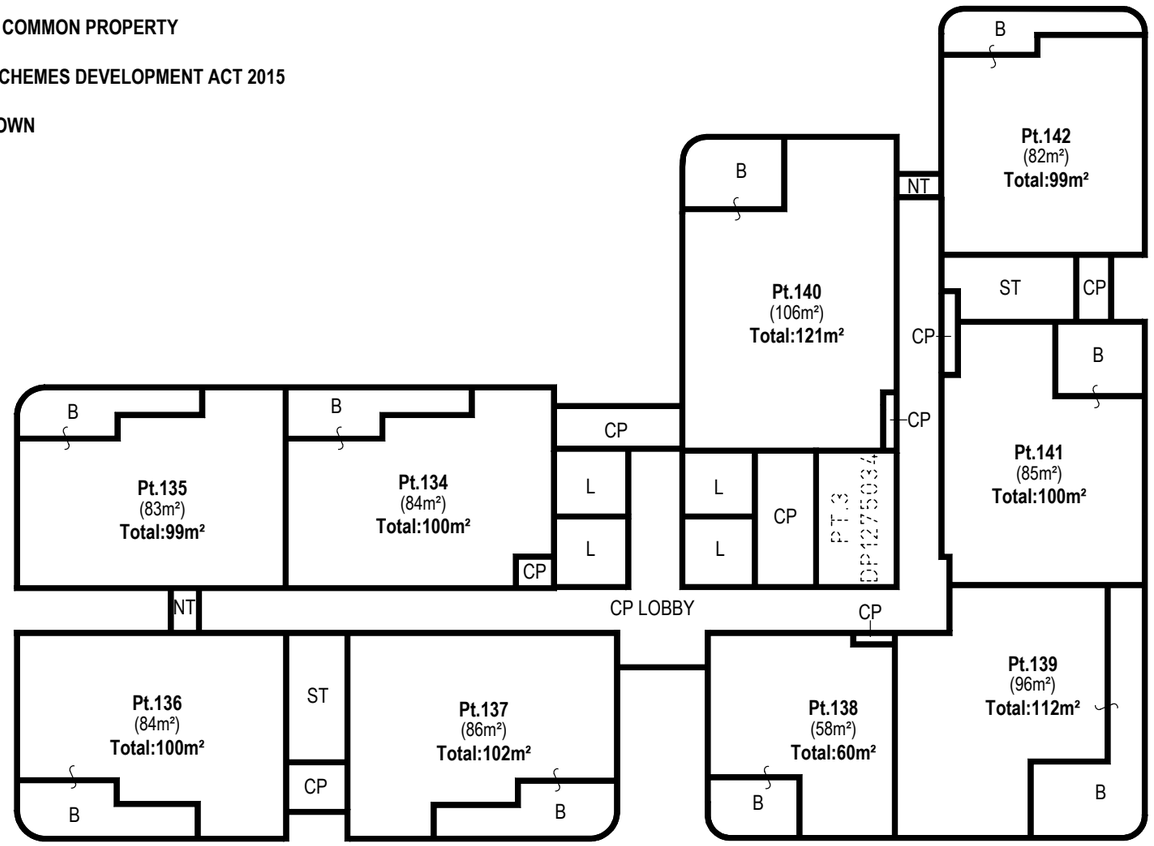
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 18

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:38 of 72
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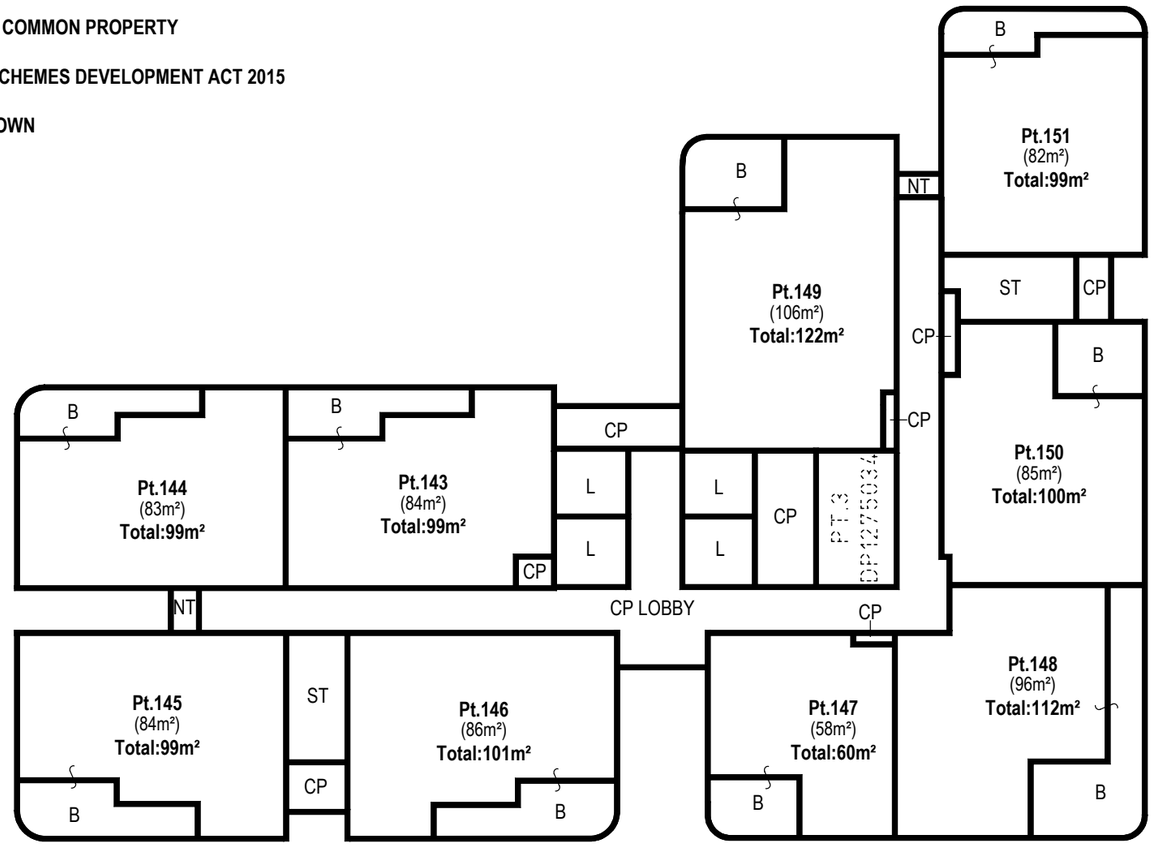
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 19

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:39 of 72
© Office of the Registrar-General /Src:InfoTrack /Ref:2026312

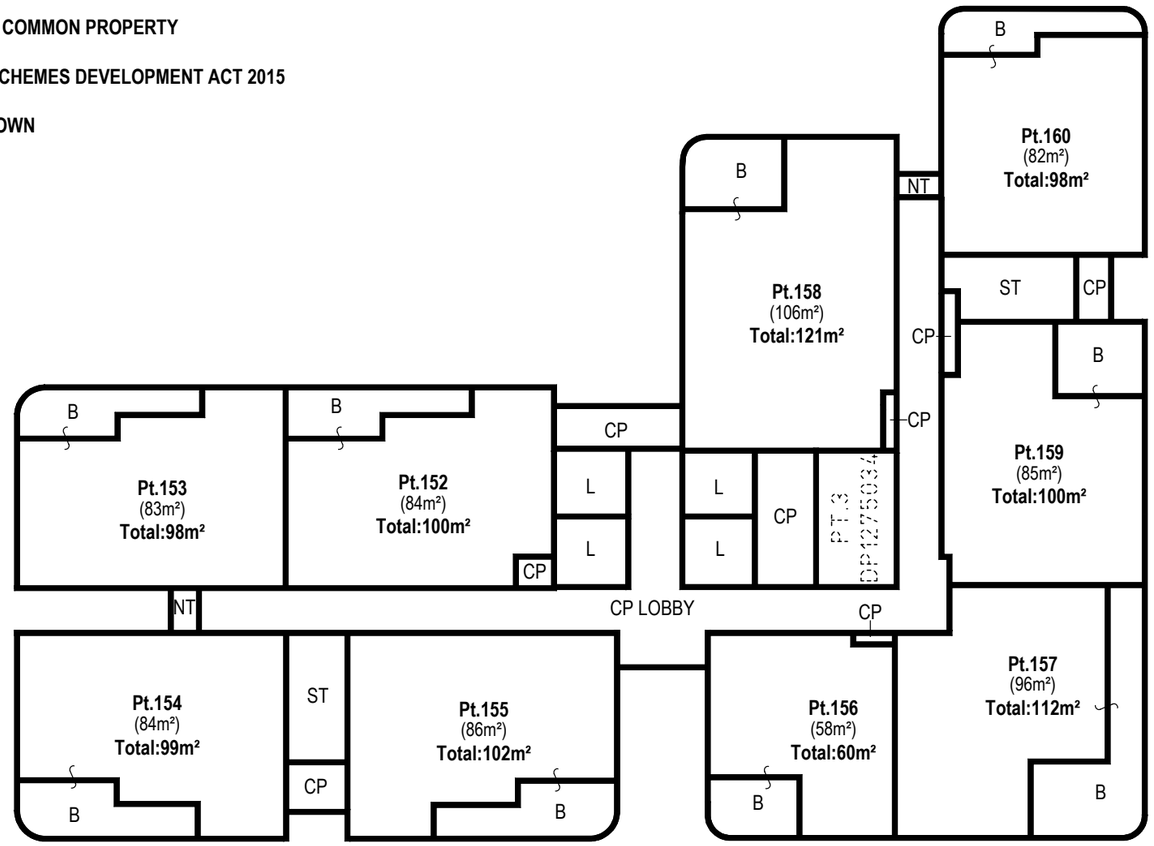
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 20

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:40 of 72
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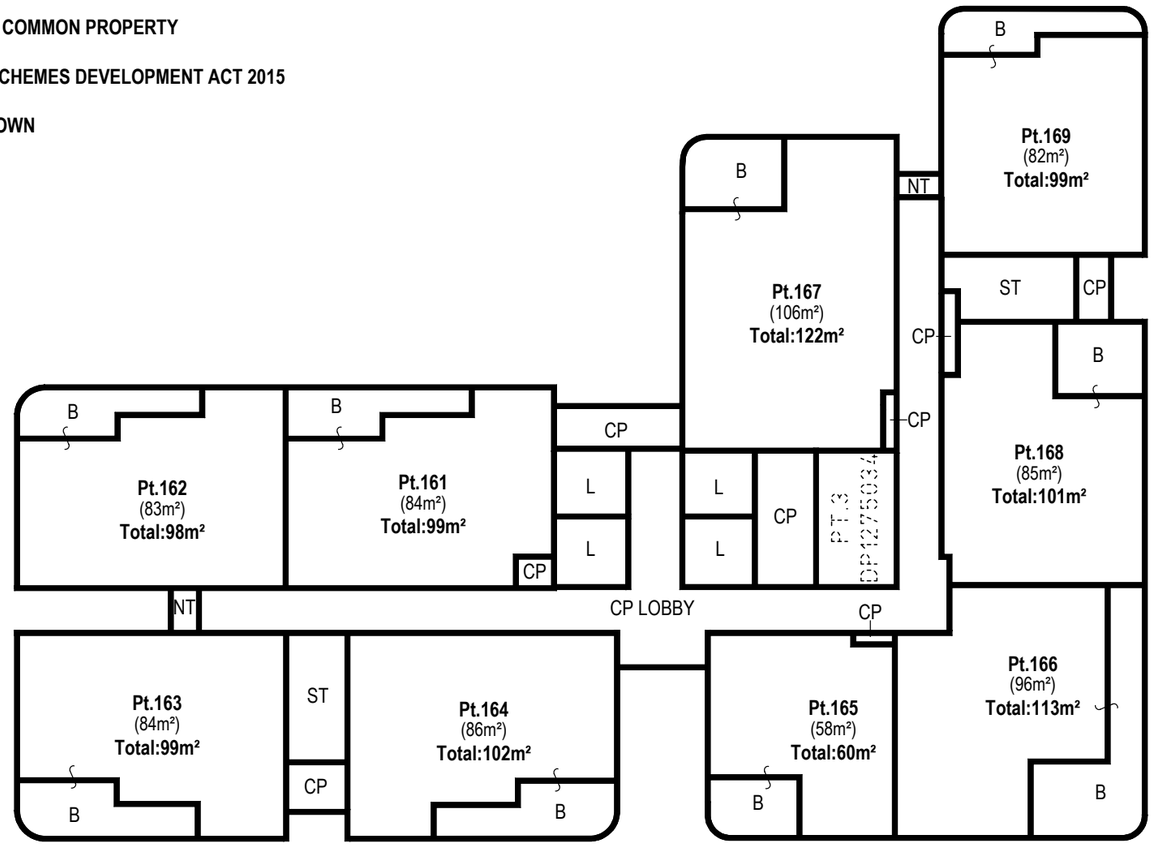
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 21

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:41 of 72
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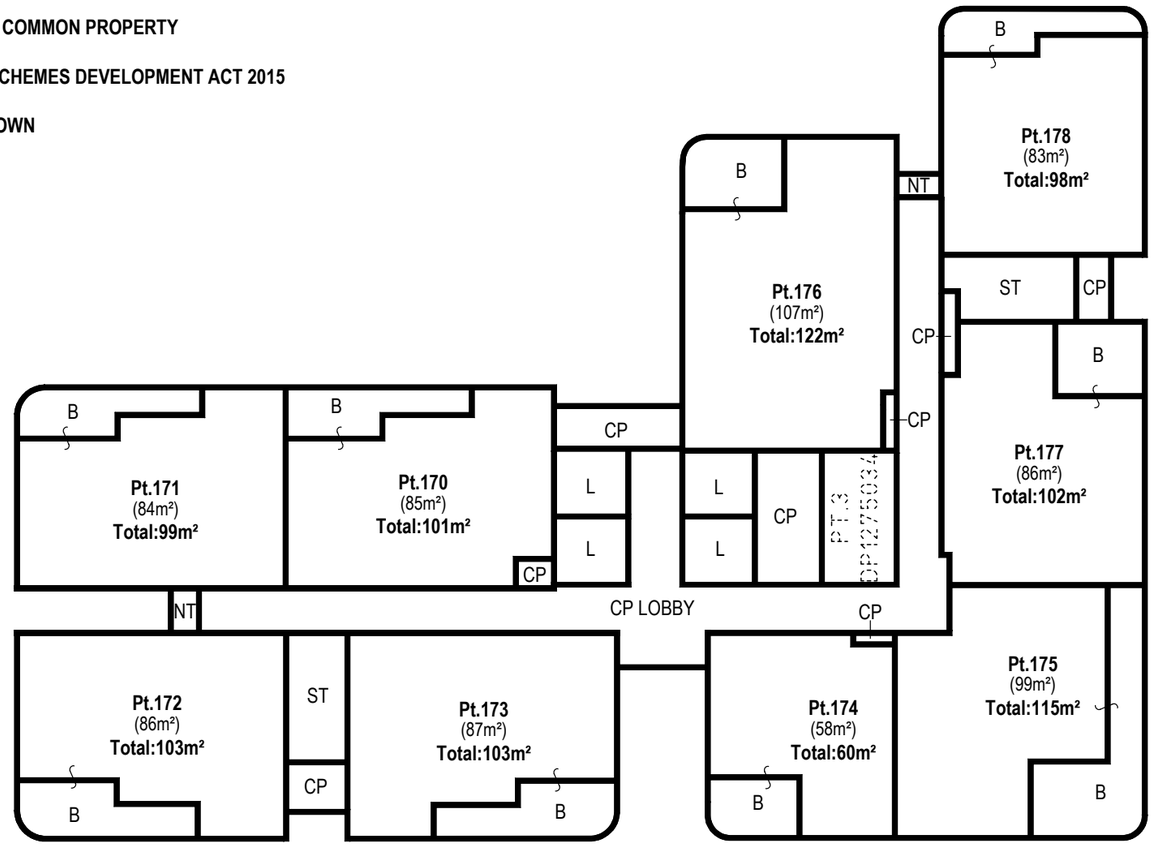
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 22

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:42 of 72
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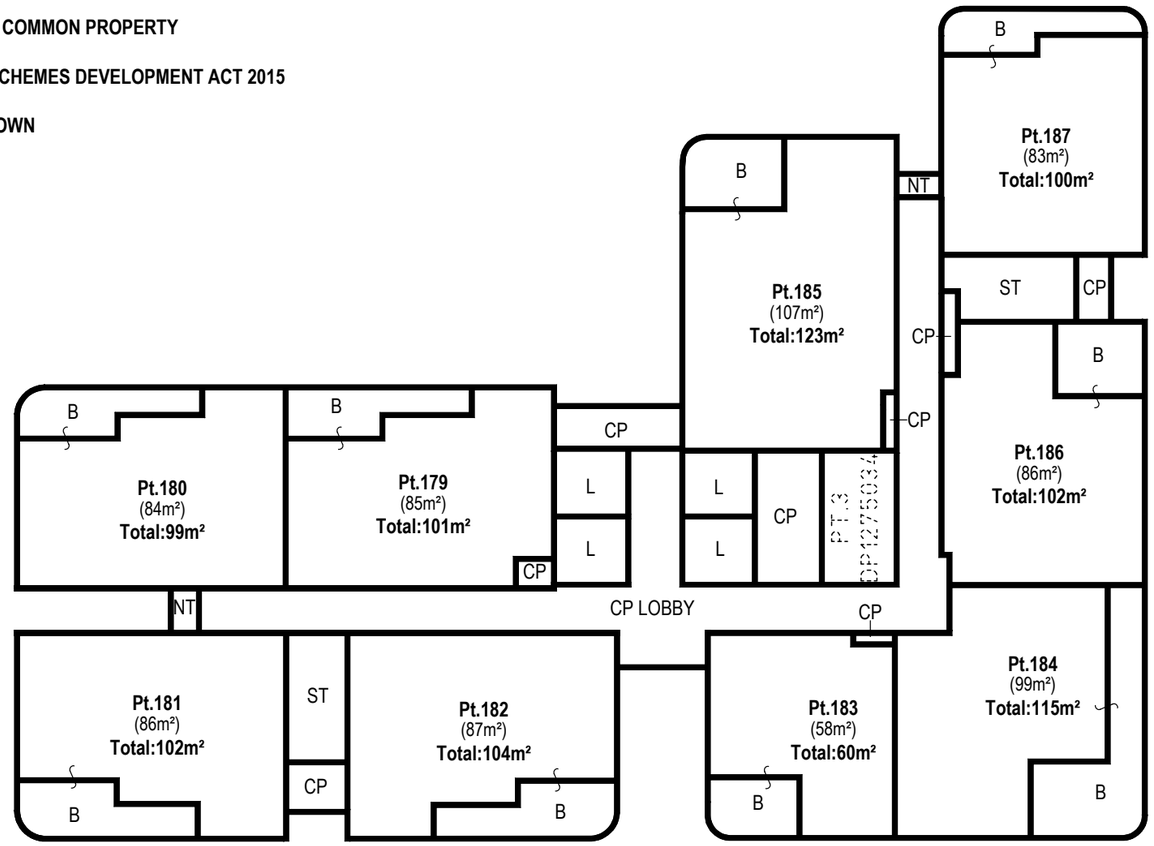
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 23

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:43 of 72
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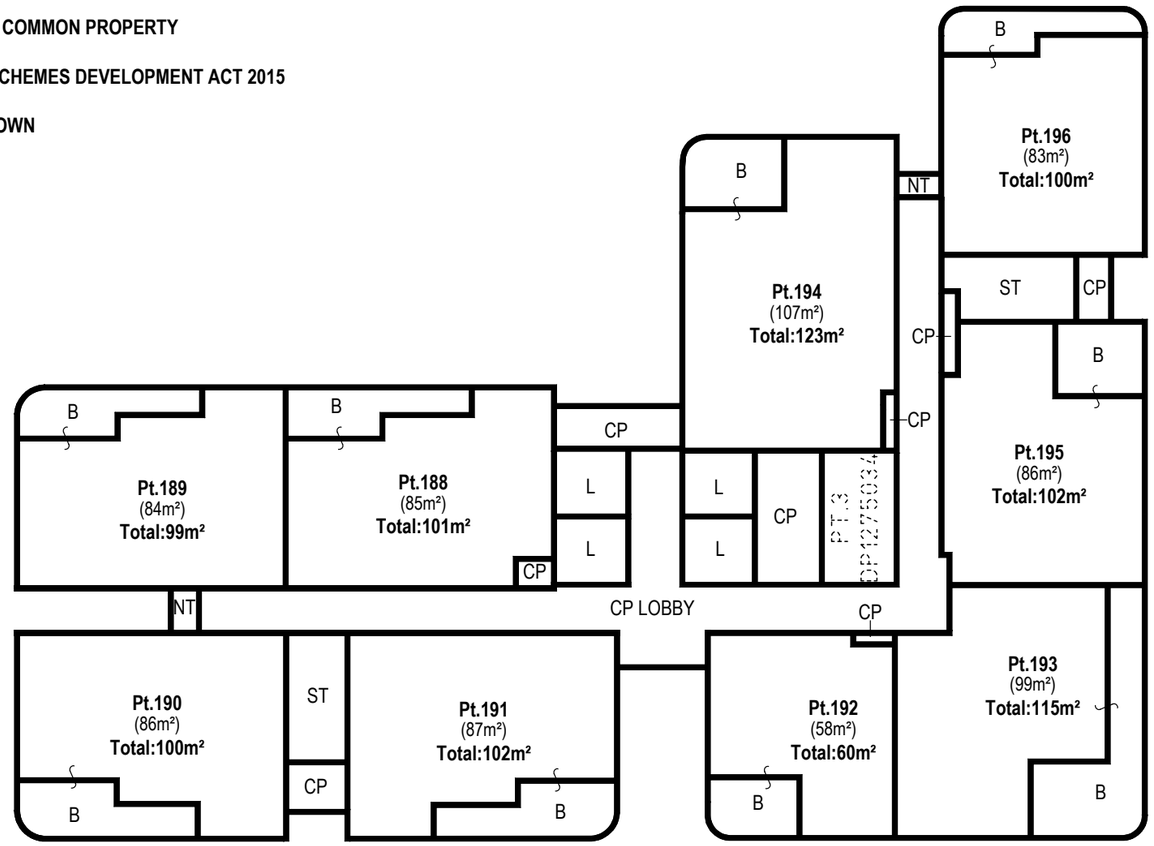
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 24

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:44 of 72
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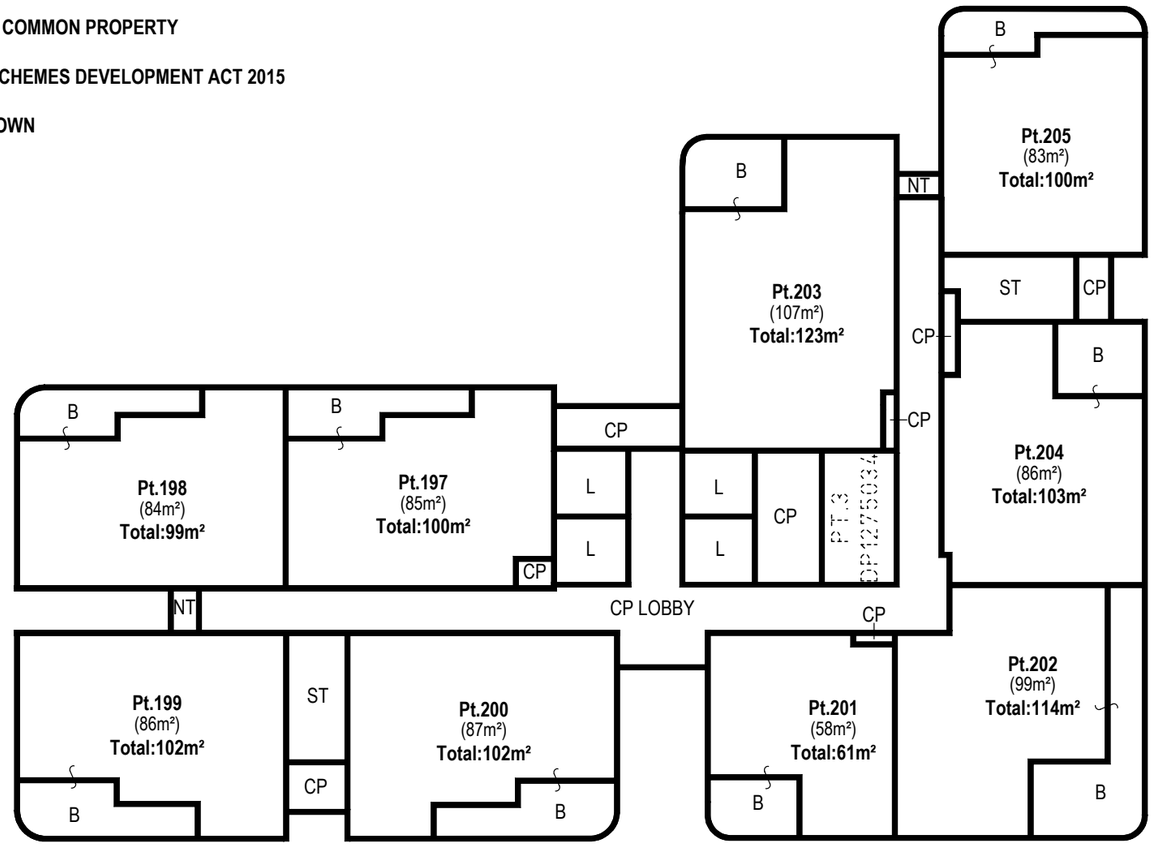
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 25

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:45 of 72
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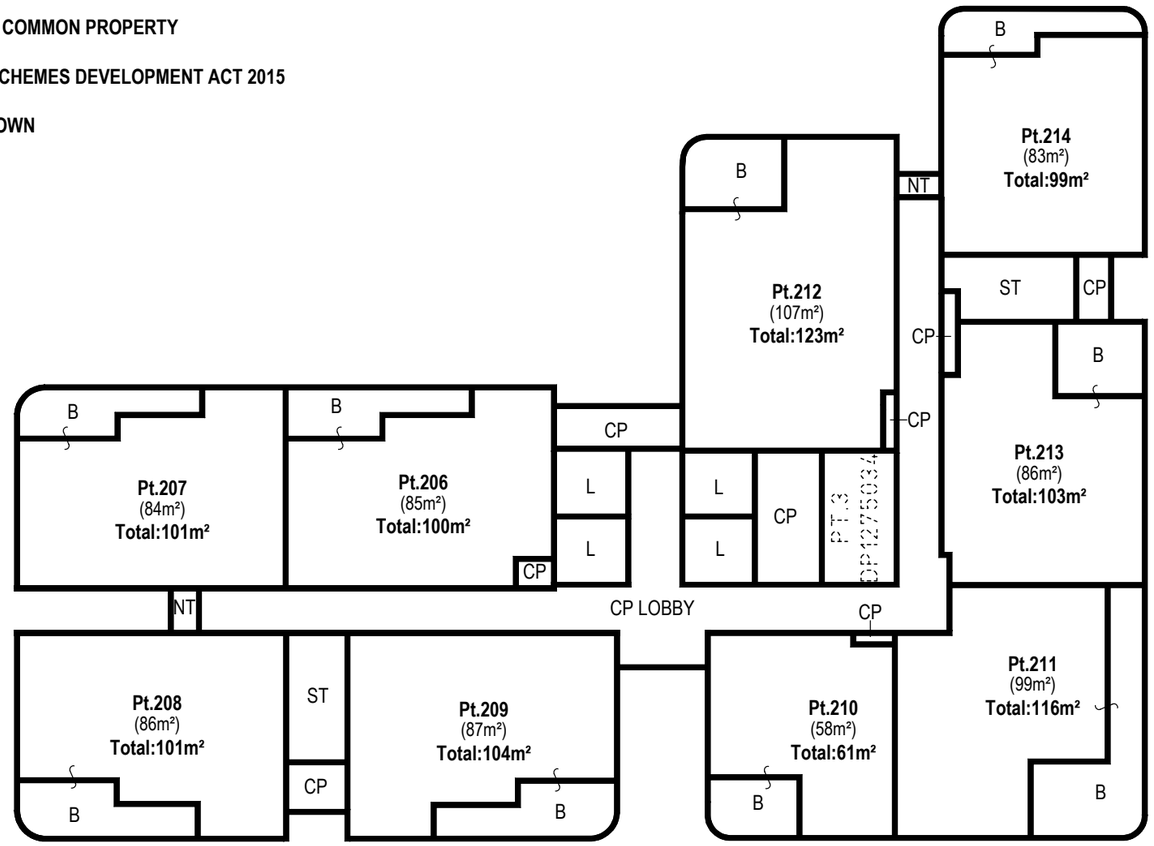
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 26

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:46 of 72
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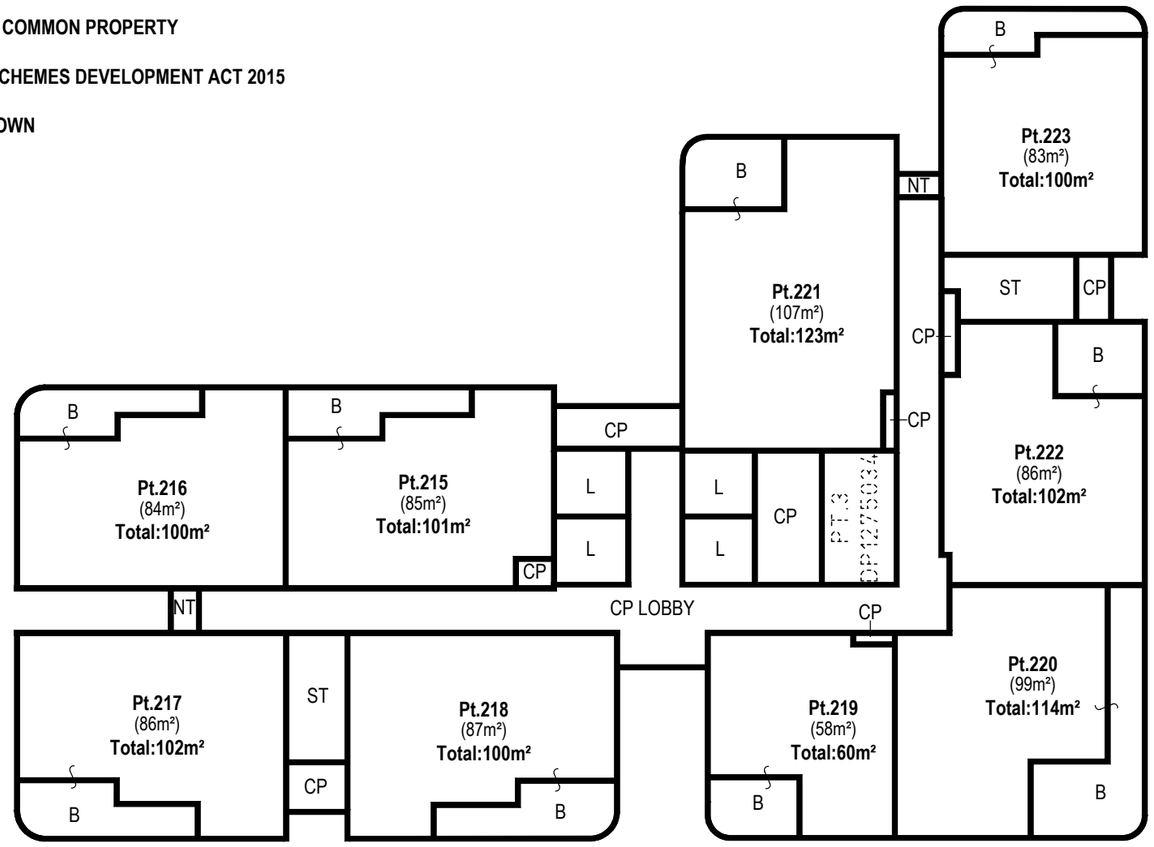
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 27

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:47 of 72
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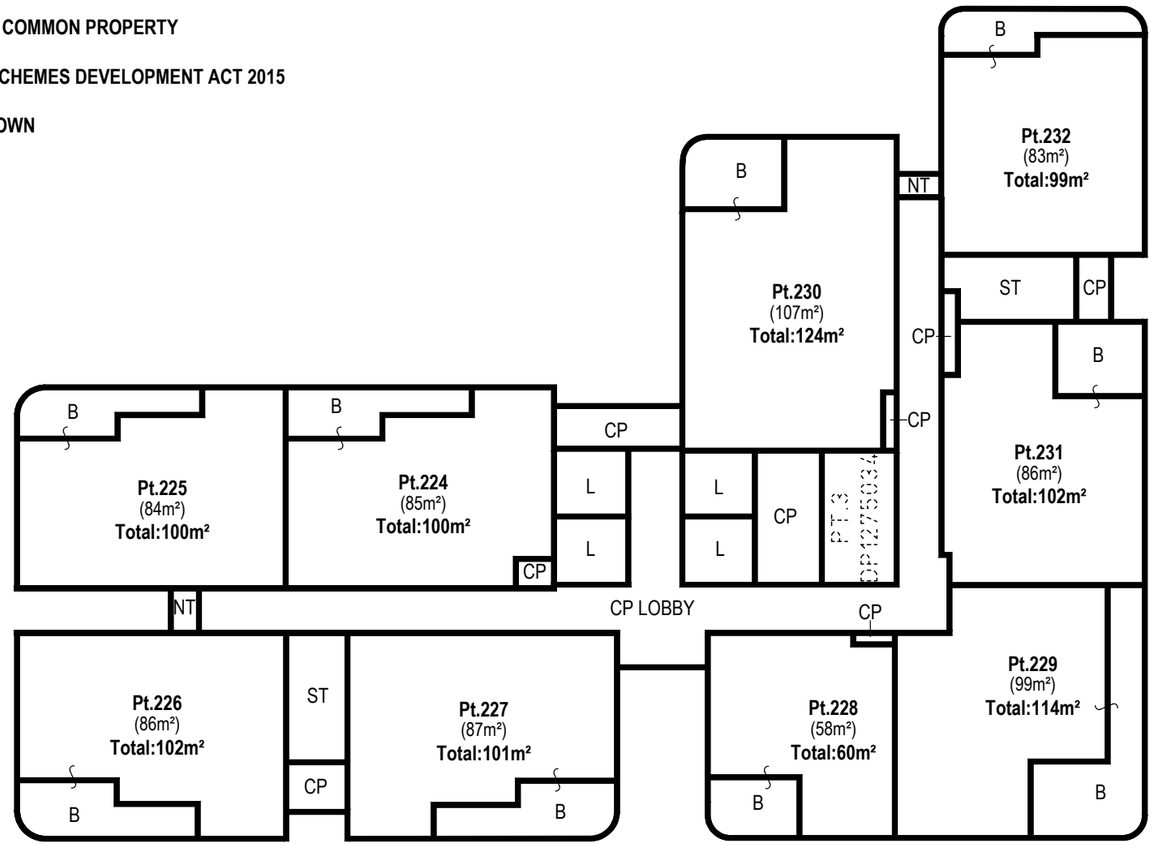
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 28

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:48 of 72
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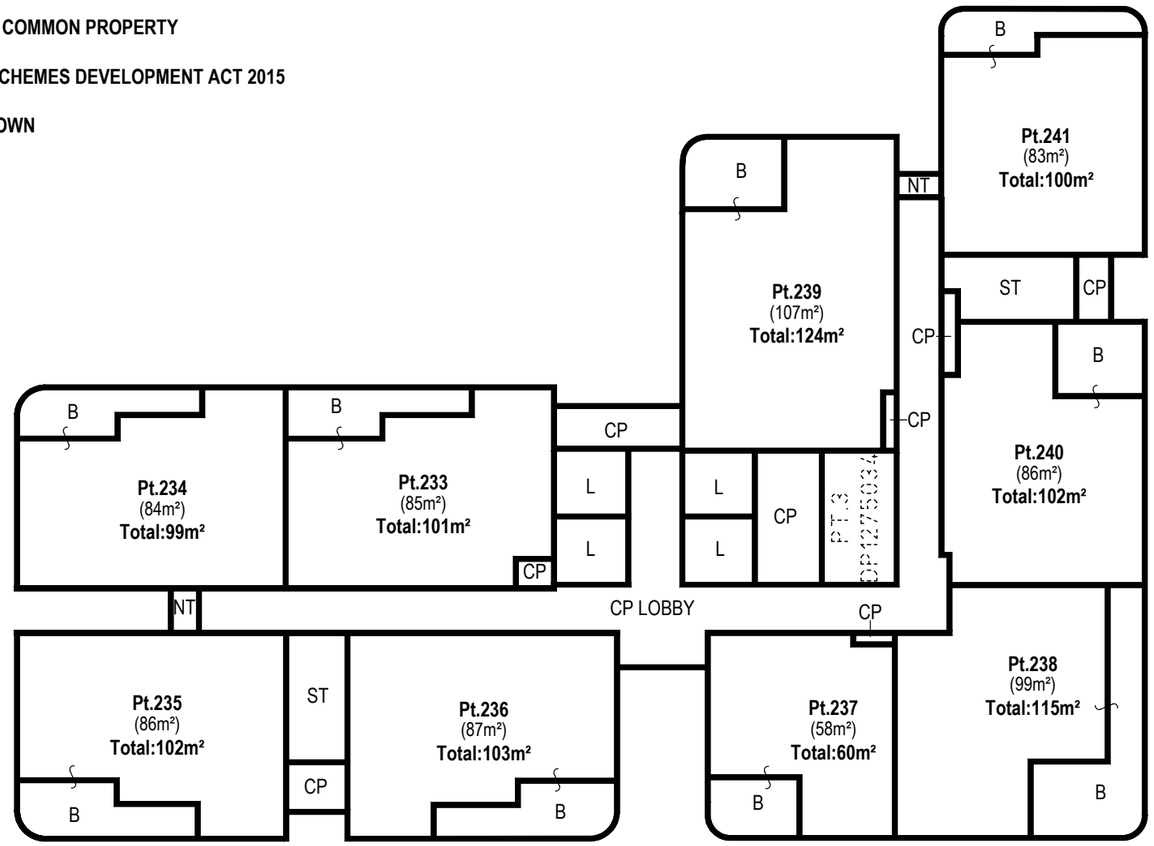
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 29

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:49 of 72
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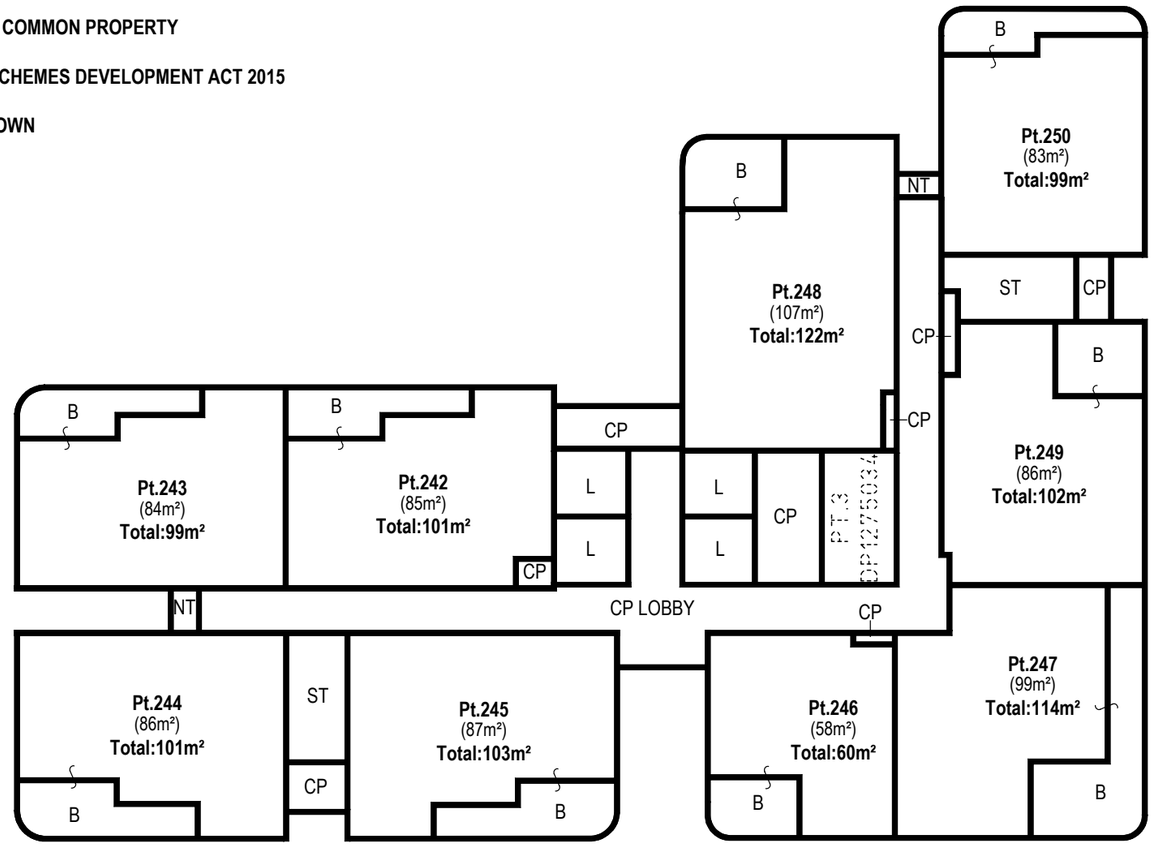
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 30

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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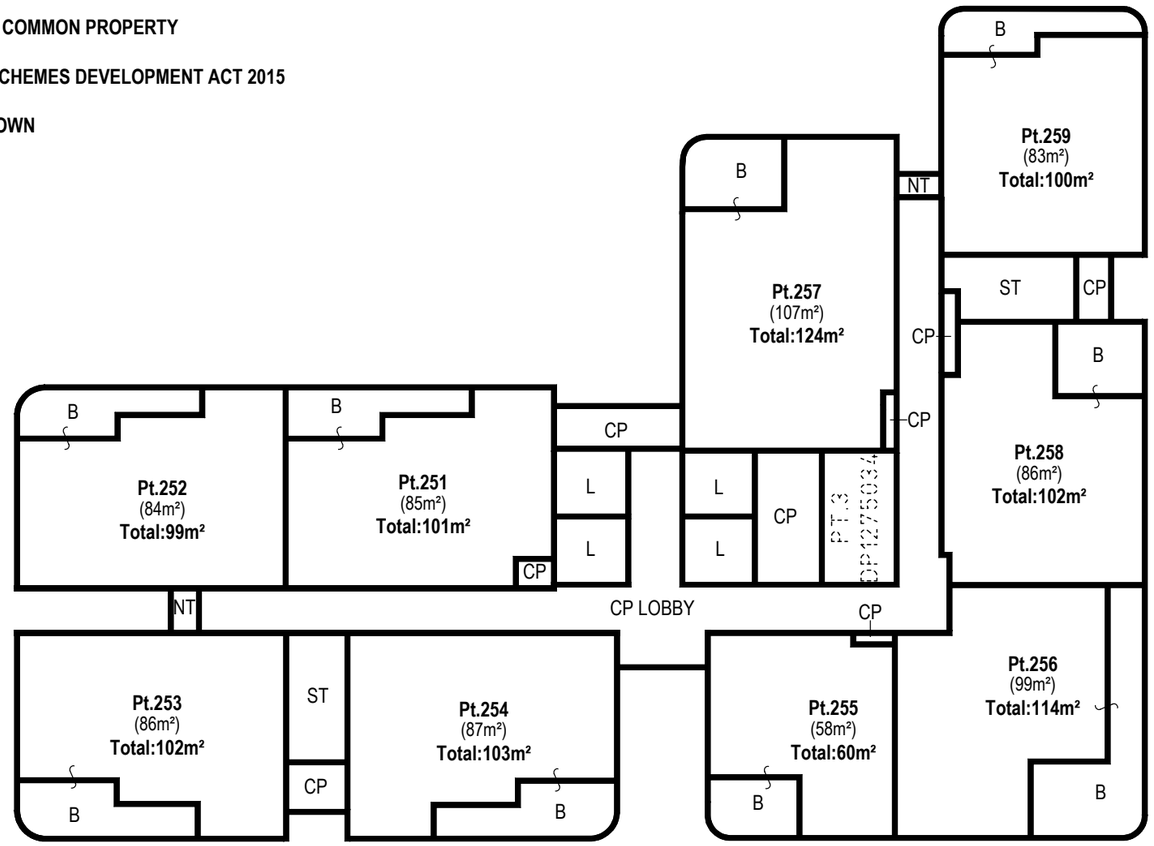
NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 31

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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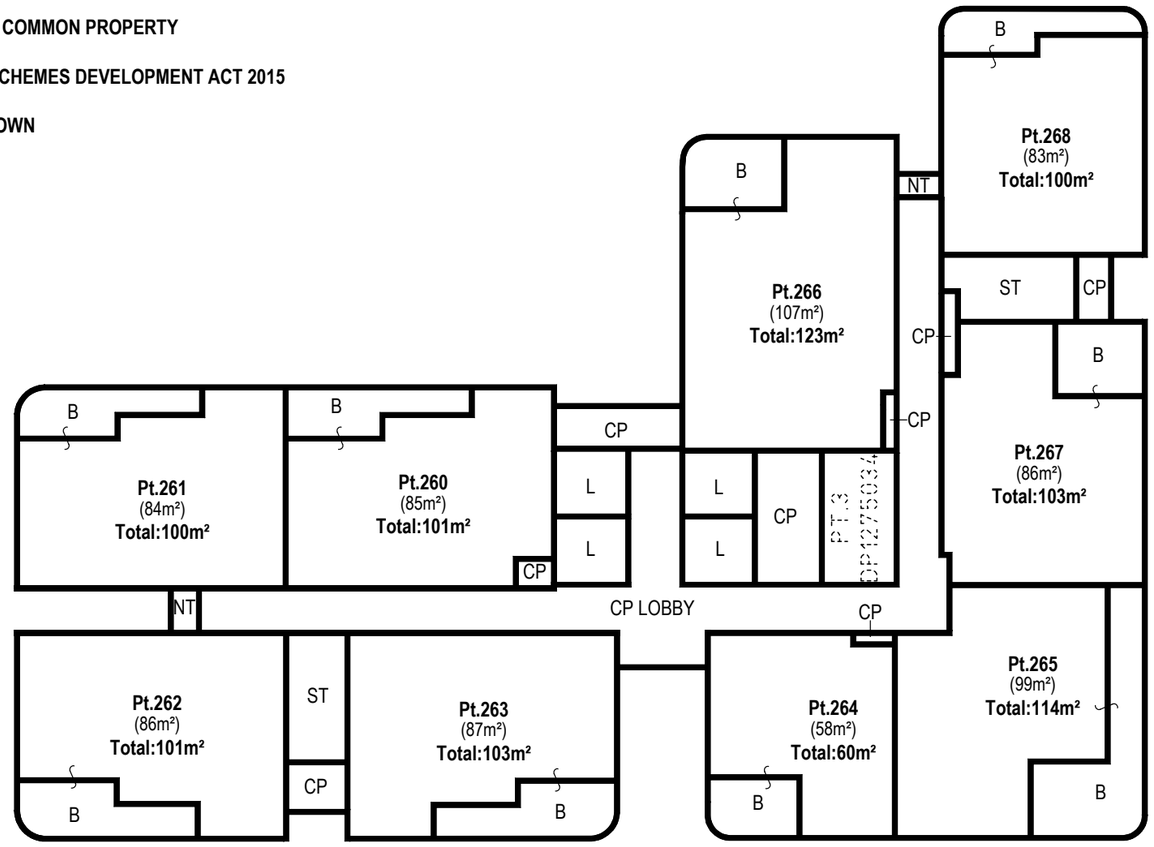
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 32

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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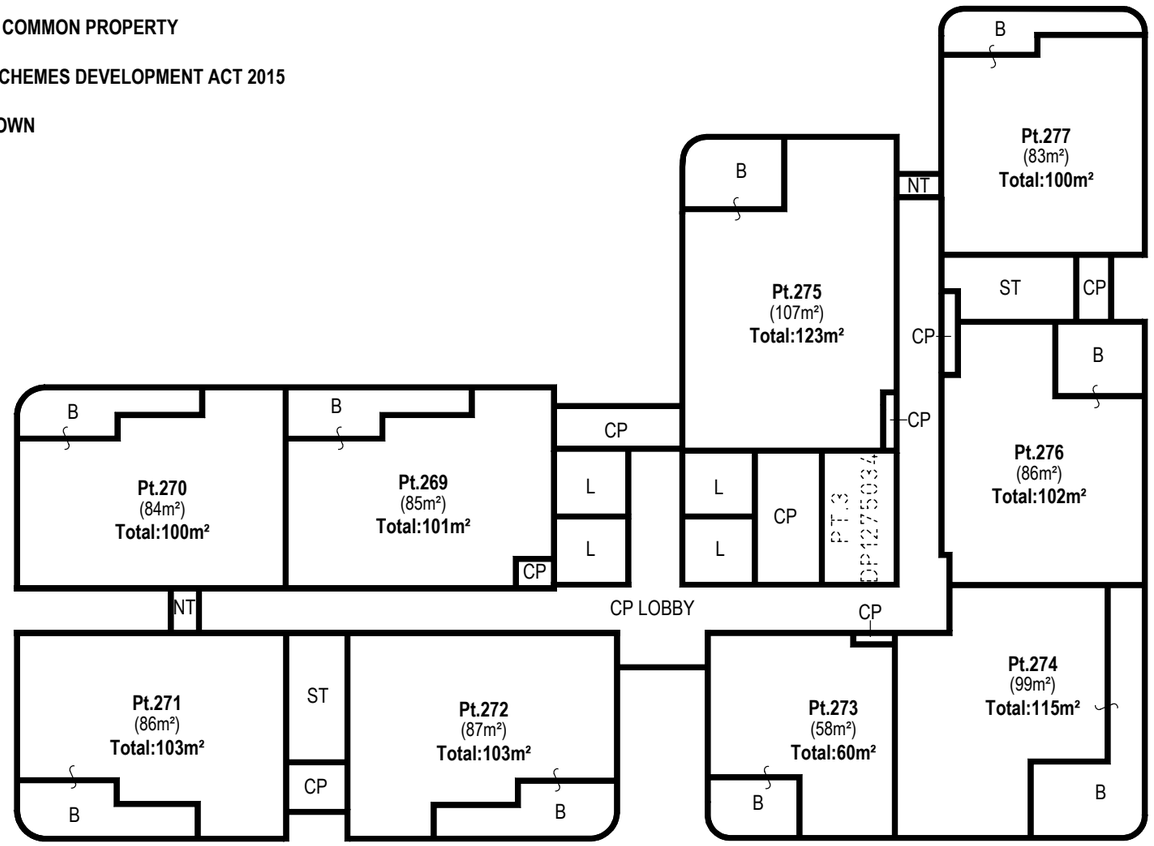
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 33

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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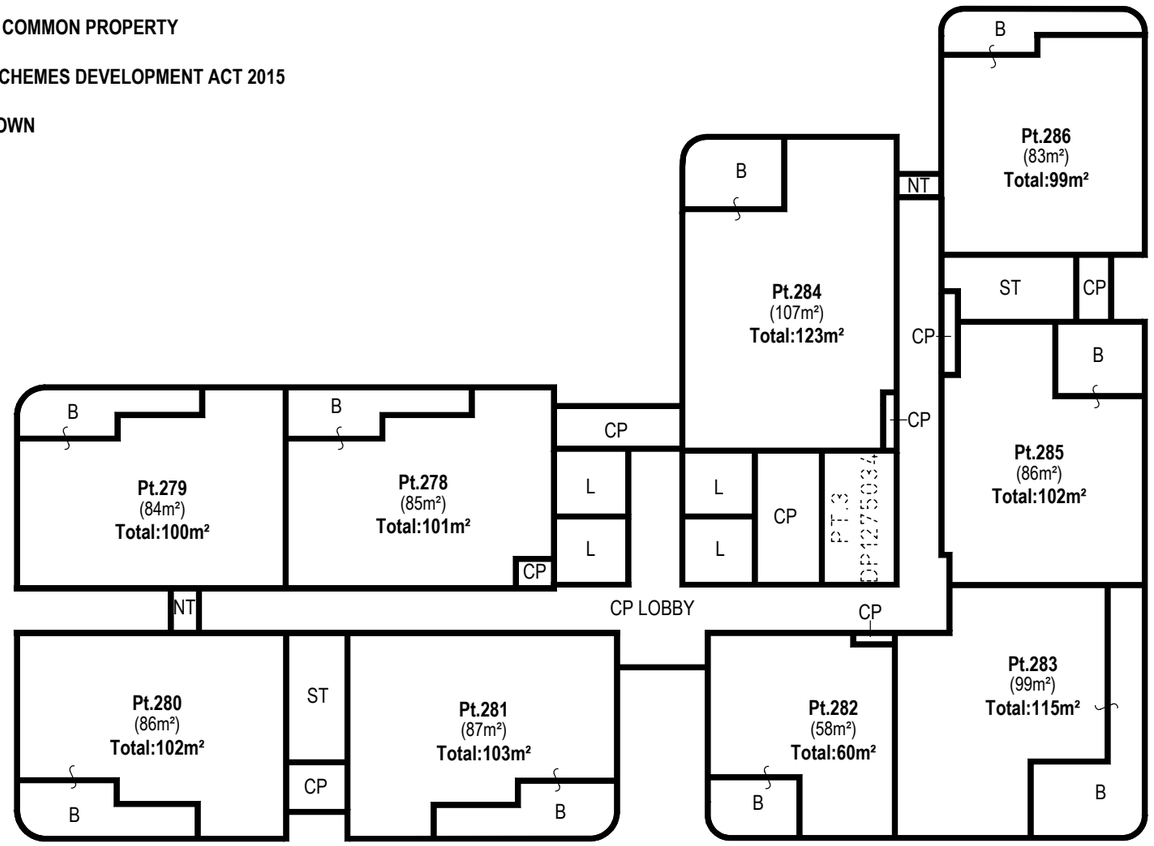
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 34

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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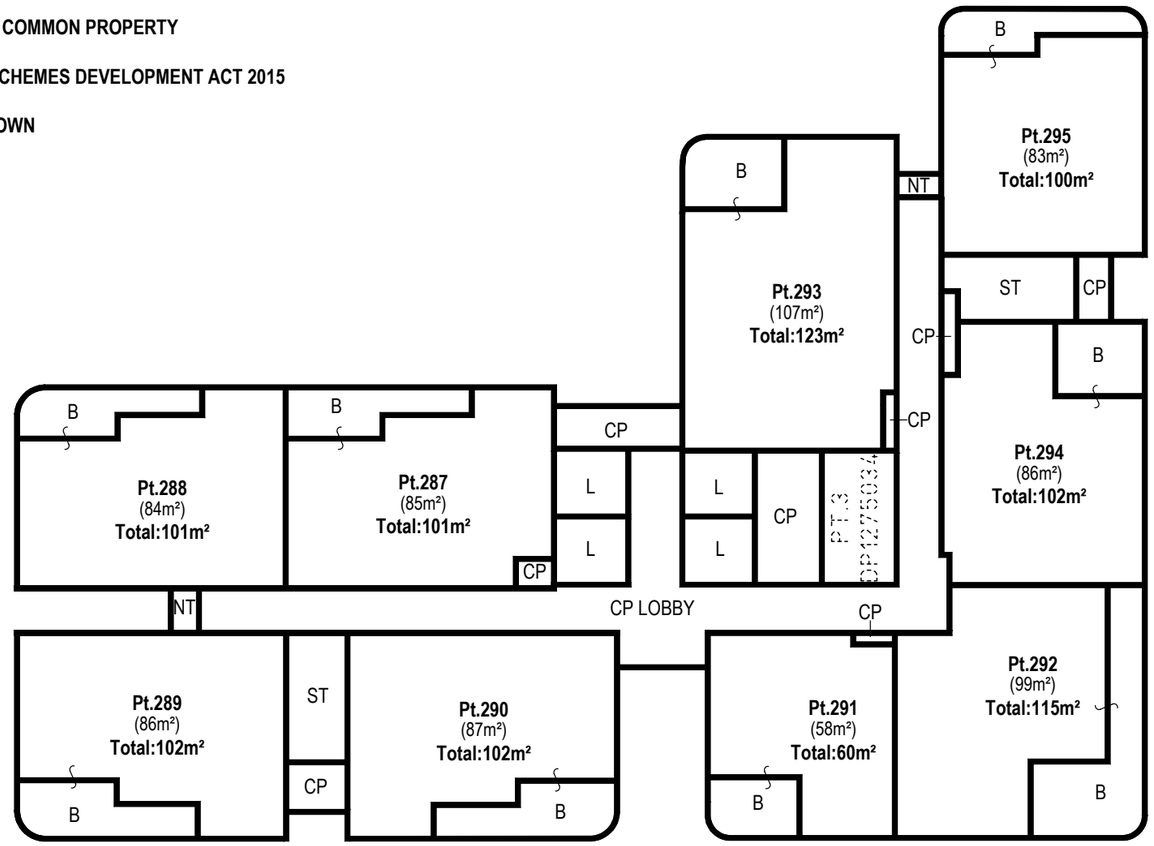
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 35

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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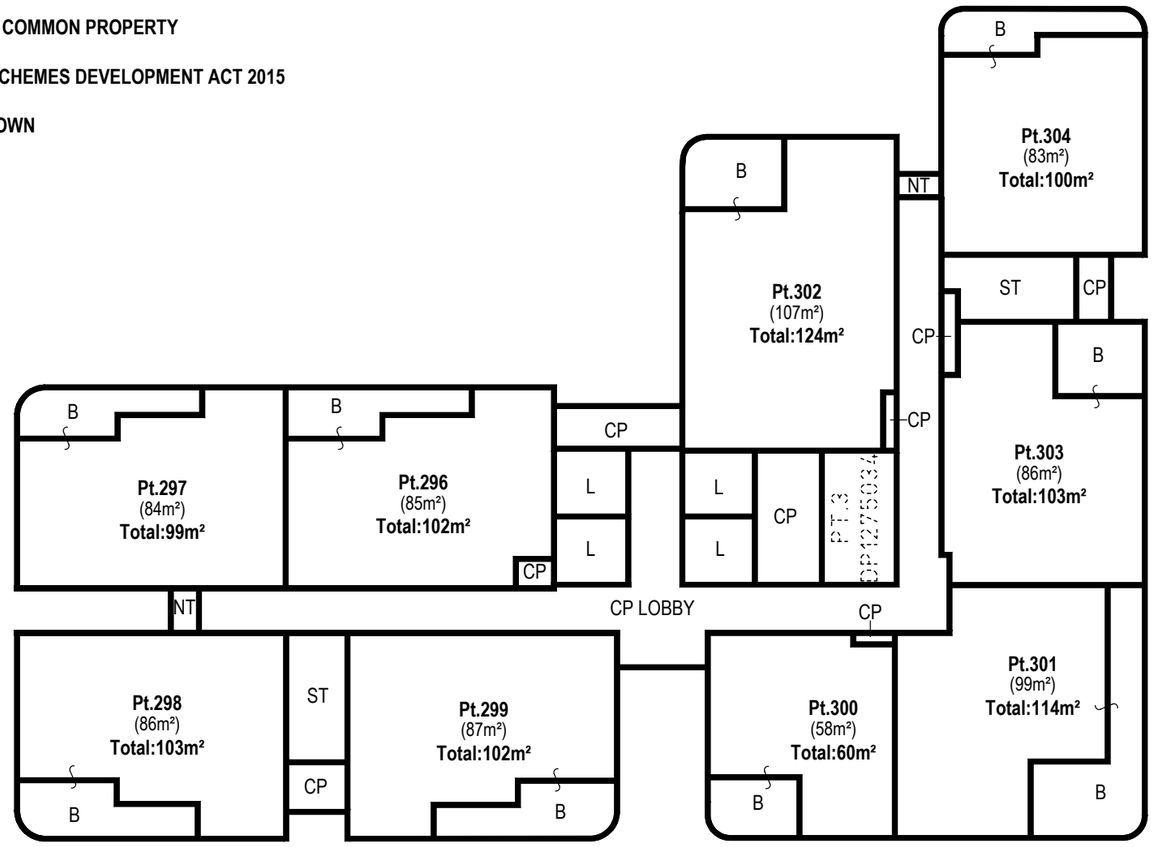
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 36

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:56 of 72
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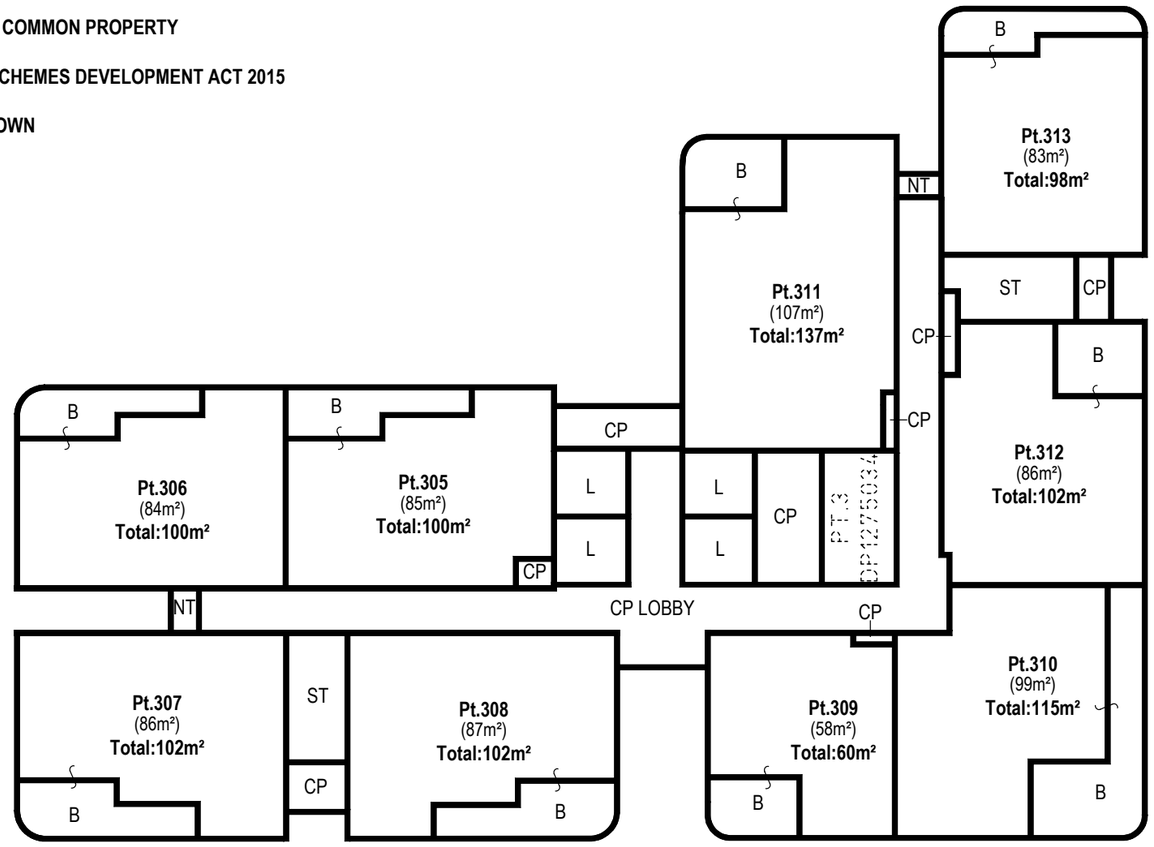
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 37

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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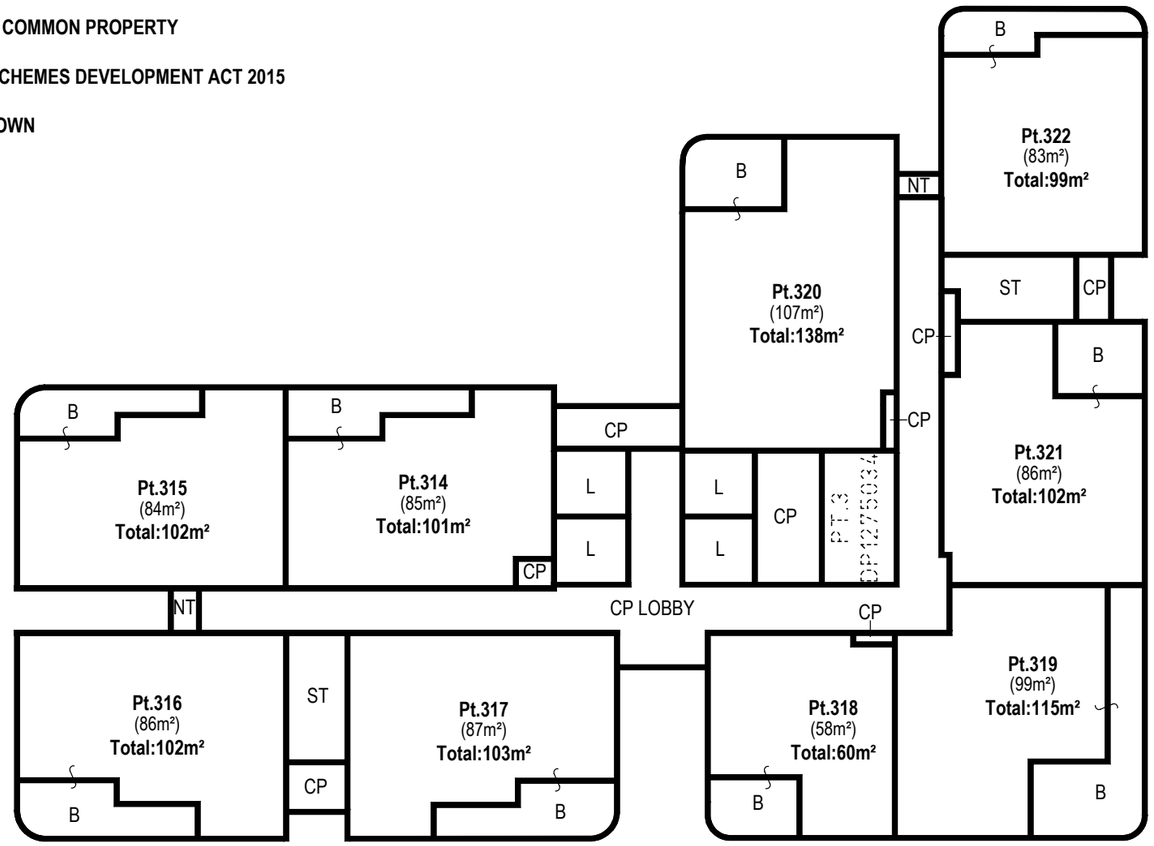
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 38

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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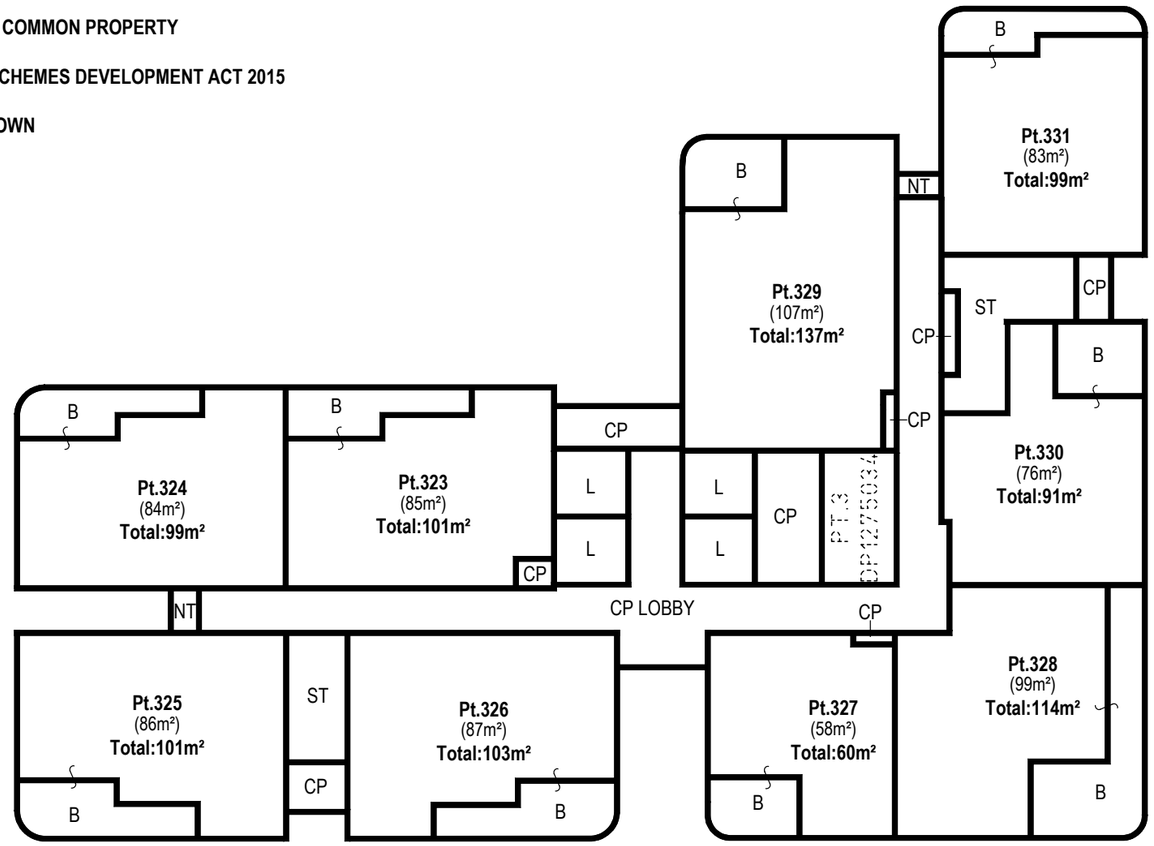
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



NOTE:
THERE IS NO FLOOR PLAN PROVIDED FOR LEVELS 40 & 41 AS THEY CONSIST OF COMMON PROPERTY ONLY

LEVEL 39

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

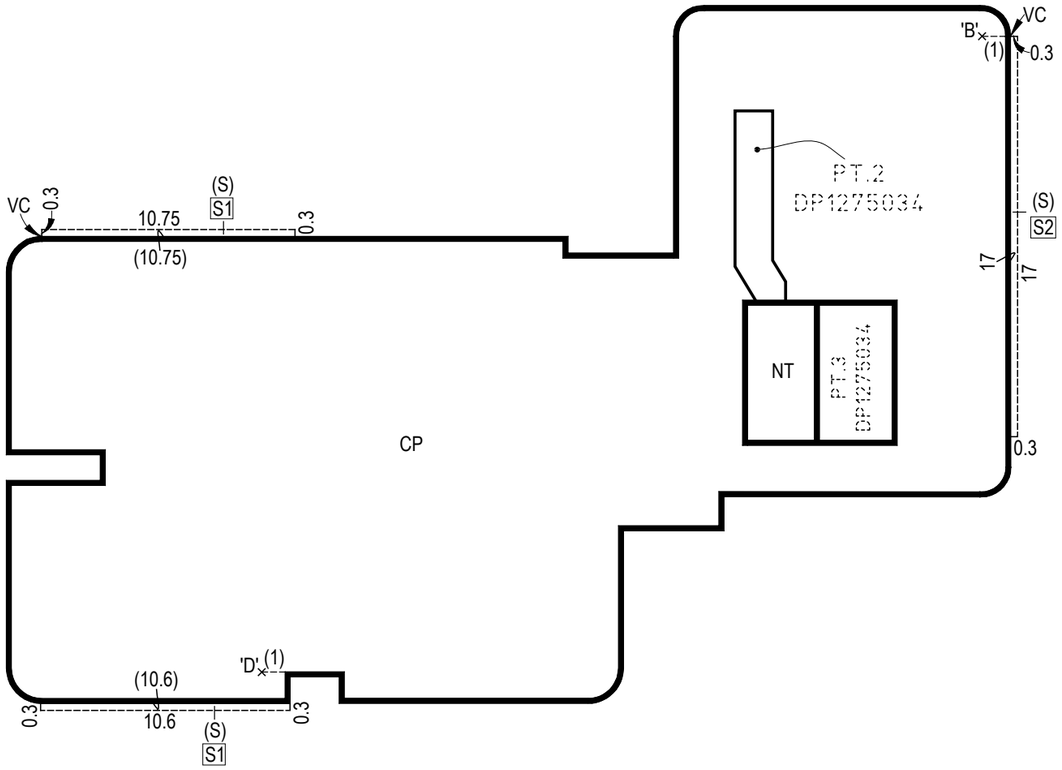
Surveyor: ALEXANDER RICHARDSON Date: 25 September 2024 Surveyor's Ref: 7873 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Seq:59 of 72
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NOTES:-

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

ALL ANGLES ARE RIGHT ANGLES



NOTE:
THERE IS NO FLOOR PLAN PROVIDED FOR LEVELS 40 & 41 AS THEY CONSIST OF COMMON PROPERTY ONLY

CREATED EASEMENTS :
(S) EASEMENT FOR SIGNAGE 0.3 WIDE (LIMITED IN STRATUM)

THE STRATUM OF THE EASEMENT FOR SIGNAGE LABELLED (S1) IS LIMITED IN DEPTH TO 0.5 BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR AT THE POINT LABELLED 'D' AND LIMITED IN HEIGHT TO 1.45 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR AT THE POINT LABELLED 'D'

THE STRATUM OF THE EASEMENT FOR SIGNAGE LABELLED (S2) IS LIMITED IN DEPTH TO 0.5 BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR AT THE POINT LABELLED 'B' AND LIMITED IN HEIGHT TO 1 ABOVE THE UPPER SURFACE OF THE CONCRETE WALL IT IS ATTACHED TO

ROOF LEVEL

CP	COMMON PROPERTY
VC	VISIBLE CORNER OF CONCRETE PANEL
NT	NON-TRAFFICABLE ROOF (CP)

Surveyor: ALEXANDER RICHARDSON DATE: Surveyor's Ref: 7873-1	PLAN OF SUBDIVISION OF LOT 1 IN DP1275034	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 15/10/2024	SP103396

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SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 12 sheets

Office Use Only

Registered: 15/10/2024

Office Use Only

SP103396

PLAN OF SUBDIVISION OF LOT 1 IN DP1275034

LGA: CITY OF PARRAMATTA

Locality: HARRIS PARK

Parish: ST JOHN

County: CUMBERLAND

This is a freehold Strata Scheme

Address for Service of Documents

20 PARKES STREET
HARRIS PARK NSW 2150

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.

Surveyor's Certificate

I , ALEXANDER RICHARDSON
of SDG Land Development Solutions
Suite 1, 3 Railway Street Baulkham Hills NSW 2153,
being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

*The building encroaches on:

*(a) a public place

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

Signature: .....

Date: 25 September 2024

Surveyor ID: SU008870

Surveyor's Reference: 7873 - 1

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

Strata Certificate (Registered Certifier)

I Gordon Wren being a Registered Certifier, registration number BDC0447, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

~~*(a) This plan is part of a development scheme.~~

*(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.

*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^333-343 incl. will be created as utility lots and restricted in accordance with section 63 *Strata Schemes Development Act 2015*.

Certificate Reference: SC4235

Relevant Planning Approval No.: CDC1830

issued by: Gordon Wren

Signature: Electronic signature affixed by me, Gordon Wren, dated 09.10.2024

Date: 09.10.2024

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

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SP FORM 3.07 (2019)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of12 sheet(s)

Office Use Only	Office Use Only
Registered: 15/10/2024	SP103396

VALUER'S CERTIFICATE

I, Paul Michael Woodbury ..... of woodburyAU .....

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute (API).....
Class of membership: Fellow (FAPI).....
Membership number: 68091.....

certify that the unit entitlements shown in the schedule herewith were apportioned on 27 September 2024 .....(being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: ...P M Woodbury... Date 27 September 2024

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
1	320	26	268	51	278
2	292	27	266	52	271
3	303	28	260	53	274
4	322	29	252	54	272
5	292	30	188	55	267
6	307	31	271	56	257
7	324	32	366	57	193
8	294	33	274	58	275
9	309	34	268	59	373
10	311	35	270	60	280
11	324	36	267	61	271
12	305	37	262	62	276
13	290	38	254	63	272
14	209	39	189	64	269
15	287	40	272	65	261
16	427	41	368	66	194
17	266	42	276	67	279
18	264	43	269	68	375
19	259	44	272	69	282
20	251	45	270	70	274
21	186	46	265	71	278
22	269	47	257	72	281
23	364	48	191	73	276
24	272	49	273	74	268
25	266	50	371	75	196

Surveyor's Reference: 7873-1

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Se
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of12 sheet(s)

Office Use Only

Registered: 15/10/2024

Office Use Only

SP103396

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*

SCHEDULE OF UNIT ENTITLEMENT CONTINUED

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
76	286	115	287
77	378	116	287
78	284	117	286
79	281	118	279
80	280	119	278
81	283	120	204
82	278	121	296
83	270	122	389
84	197	123	294
85	288	124	289
86	380	125	289
87	286	126	293
88	277	127	288
89	282	128	280
90	285	129	206
91	260	130	298
92	267	131	391
93	199	132	296
94	285	133	290
95	382	134	291
96	288	135	295
97	277	136	290
98	284	137	282
99	287	138	207
100	282	139	300
101	267	140	394
102	201	141	298
103	292	142	292
104	384	143	293
105	290	144	297
106	286	145	292
107	286	146	279
108	282	147	209
109	277	148	302
110	276	149	396
111	202	150	300
112	289	151	294
113	387	152	295
114	292	153	299

Surveyor's Reference: 7873-1

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Se
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 12 sheet(s)

Office Use Only	Office Use Only
Registered: 15/10/2024	SP103396

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

SCHEDULE OF UNIT ENTITLEMENT CONTINUED

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
154	289	193	311
155	281	194	407
156	210	195	310
157	303	196	302
158	398	197	305
159	302	198	308
160	295	199	303
161	297	200	290
162	301	201	219
163	291	202	313
164	287	203	410
165	212	204	312
166	305	205	303
167	400	206	307
168	304	207	310
169	297	208	305
170	299	209	292
171	303	210	220
172	298	211	315
173	289	212	412
174	214	213	314
175	307	214	305
176	403	215	309
177	306	216	312
178	299	217	307
179	301	218	293
180	304	219	222
181	295	220	317
182	287	221	414
183	215	222	316
184	309	223	307
185	405	224	311
186	308	225	314
187	300	226	309
188	303	227	295
189	306	228	224
190	295	229	319
191	288	230	416
192	217	231	318

Surveyor's Reference: 7873-1

Req:R540287 /Doc:SP 0103396 P /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:23 /Se
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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 5 of12 sheet(s)
Office Use Only Registered: 15/10/2024		Office Use Only SP103396

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*

SCHEDULE OF UNIT ENTITLEMENT CONTINUED

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
232	308	271	319
233	313	272	311
234	316	273	232
235	311	274	329
236	303	275	428
237	225	276	327
238	321	277	317
239	419	278	323
240	319	279	326
241	310	280	321
242	315	281	313
243	318	282	233
244	313	283	331
245	305	284	430
246	227	285	329
247	323	286	318
248	421	287	325
249	321	288	328
250	312	289	323
251	317	290	315
252	320	291	235
253	315	292	333
254	307	293	433
255	228	294	331
256	325	295	320
257	423	296	327
258	323	297	330
259	313	298	325
260	319	299	317
261	322	300	237
262	317	301	335
263	309	302	436
264	230	303	333
265	327	304	321
266	426	305	329
267	325	306	332
268	315	307	327
269	321	308	319
270	324	309	238

Surveyor's Reference: 7873-1

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of12 sheet(s)

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

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

SCHEDULE OF UNIT ENTITLEMENT CONTINUED

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
310	337	328	342
311	459	329	465
312	335	330	274
313	323	331	328
314	331	332	41
315	334	333	7
316	329	334	1
317	321	335	44
318	240	336	1
319	339	337	24
320	461	338	82
321	337	339	14
322	325	340	14
323	334	341	11
324	337	342	1
325	332	343	24
326	324	Aggregate	100000
327	242		

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 IT IS INTENDED TO CREATE:-

1. **EASEMENT FOR SIGNAGE 0.3 WIDE (LIMITED IN STRATUM) (S)**

Surveyor's Reference: 7873-1

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

SCHEDULE OF ADDRESSES

No. 20 PARKES STREET, HARRIS PARK NSW 2150

LOT NO	Sub-Address	LOT NO	Sub-Address	LOT NO	Sub-Address	LOT NO	Sub-Address	LOT NO	Sub-Address
1	101	28	603	55	903	82	1203	109	1503
2	102	29	604	56	904	83	1204	110	1504
3	103	30	605	57	905	84	1205	111	1505
4	201	31	606	58	906	85	1206	112	1506
5	202	32	607	59	907	86	1207	113	1507
6	203	33	608	60	908	87	1208	114	1508
7	301	34	609	61	909	88	1209	115	1509
8	302	35	701	62	1001	89	1301	116	1601
9	303	36	702	63	1002	90	1302	117	1602
10	401	37	703	64	1003	91	1303	118	1603
11	402	38	704	65	1004	92	1304	119	1604
12	403	39	705	66	1005	93	1305	120	1605
13	404	40	706	67	1006	94	1306	121	1606
14	405	41	707	68	1007	95	1307	122	1607
15	406	42	708	69	1008	96	1308	123	1608
16	407	43	709	70	1009	97	1309	124	1609
17	501	44	801	71	1101	98	1401	125	1701
18	502	45	802	72	1102	99	1402	126	1702
19	503	46	803	73	1103	100	1403	127	1703
20	504	47	804	74	1104	101	1404	128	1704
21	505	48	805	75	1105	102	1405	129	1705
22	506	49	806	76	1106	103	1406	130	1706
23	507	50	807	77	1107	104	1407	131	1707
24	508	51	808	78	1108	105	1408	132	1708
25	509	52	809	79	1109	106	1409	133	1709
26	601	53	901	80	1201	107	1501	134	1801
27	602	54	902	81	1202	108	1502	135	1802

Surveyor's Reference: 7873 - 1

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- 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*

SCHEDULE OF ADDRESSES (cont.)

No. 20 PARKES STREET, HARRIS PARK NSW 2150

LOT NO	Sub-Address	LOT NO	Sub-Address	LOT NO	Sub-Address	LOT NO	Sub-Address	LOT NO	Sub-Address
136	1803	163	2103	190	2403	217	2703	244	3003
137	1804	164	2104	191	2404	218	2704	245	3004
138	1805	165	2105	192	2405	219	2705	246	3005
139	1806	166	2106	193	2406	220	2706	247	3006
140	1807	167	2107	194	2407	221	2707	248	3007
141	1808	168	2108	195	2408	222	2708	249	3008
142	1809	169	2109	196	2409	223	2709	250	3009
143	1901	170	2201	197	2501	224	2801	251	3101
144	1902	171	2202	198	2502	225	2802	252	3102
145	1903	172	2203	199	2503	226	2803	253	3103
146	1904	173	2204	200	2504	227	2804	254	3104
147	1905	174	2205	201	2505	228	2805	255	3105
148	1906	175	2206	202	2506	229	2806	256	3106
149	1907	176	2207	203	2507	230	2807	257	3107
150	1908	177	2208	204	2508	231	2808	258	3108
151	1909	178	2209	205	2509	232	2809	259	3109
152	2001	179	2301	206	2601	233	2901	260	3201
153	2002	180	2302	207	2602	234	2902	261	3202
154	2003	181	2303	208	2603	235	2903	262	3203
155	2004	182	2304	209	2604	236	2904	263	3204
156	2005	183	2305	210	2605	237	2905	264	3205
157	2006	184	2306	211	2606	238	2906	265	3206
158	2007	185	2307	212	2607	239	2907	266	3207
159	2008	186	2308	213	2608	240	2908	267	3208
160	2009	187	2309	214	2609	241	2909	268	3209
161	2101	188	2401	215	2701	242	3001	269	3301
162	2102	189	2402	216	2702	243	3002	270	3302

Surveyor's Reference: 7873 - 1

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

SCHEDULE OF ADDRESSES (cont.)

No. 20 PARKES STREET, HARRIS PARK NSW 2150

LOT NO	Sub-Address	LOT NO	Sub-Address	LOT NO	Sub-Address	LOT NO	Sub-Address	LOT NO	Sub-Address
271	3303	286	3409	301	3606	316	3803	331	3909
272	3304	287	3501	302	3607	317	3804	332	G02
273	3305	288	3502	303	3608	318	3805	333	NA
274	3306	289	3503	304	3609	319	3806	334	NA
275	3307	290	3504	305	3701	320	3807	335	NA
276	3308	291	3505	306	3702	321	3808	336	NA
277	3309	292	3506	307	3703	322	3809	337	NA
278	3401	293	3507	308	3704	323	3901	338	NA
279	3402	294	3508	309	3705	324	3902	339	NA
280	3403	295	3509	310	3706	325	3903	340	NA
281	3404	296	3601	311	3707	326	3904	341	NA
282	3405	297	3602	312	3708	327	3905	342	NA
283	3406	298	3603	313	3709	328	3906	343	NA
284	3407	299	3604	314	3801	329	3907		
285	3408	300	3605	315	3802	330	3908		
Common Property = 20 Parkes Street, Harris Park NSW 2150									

Surveyor's Reference: 7873 - 1

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 10 of 12 sheets

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

EXECUTED by)
Parkes 88 Pty Limited)
ACN 621 682 335)
in accordance with s127 of)
the Corporations Act 2001)

.....

Andrew Hrsto
Sole Director/Secretary

Surveyor's Reference: 7873 - 1

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

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Consent of Mortgagee – AR104973
ARDENT JOY OPPORTUNITY VI LIMITED

Executed by
ARDENT JOY OPPORTUNITY VI LIMITED)
ARBN 645 693 429 by the party's attorney)
pursuant to power of attorney registered Book)
4817 No 240 who states that no notice of)
revocation of the power of attorney has been)
received in the presence of:)

.....
Witness

Maryam Khan
.....
Name of Witness (print)
Corrs Chambers Westgarth
Level 36, 50 Bridge Street
Sydney NSW 2000
Address of Witness (print)

.....
Attorney

Henry George Self
.....
Name of Attorney (print)

Surveyor's Reference: 7873 - 1

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 12 of 12 sheets

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Consent of Mortgagee – AT867145
SOMERSET TOP DEVELOPMENT VI LIMITED

Executed by:
SOMERSET TOP DEVELOPMENT VI LIMITED
ARBN 672 951 834 by the party's attorney
pursuant to power of attorney registered
Book 4822 No 537 who states that no notice of
revocation of the power of attorney has been
received in the presence of:

.....
Witness

maryam Khan
.....
Name of Witness (print)

Corrs Chambers Westgarth
Level 36, 50 Bridge Street
Sydney NSW 2000
Address of Witness (print)

.....
Attorney

Henry George Self
.....
Name of Attorney (print)

Surveyor's Reference: 7873 - 1

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Lodger Details

Lodger Code	504981W
Name	SPECTRUM CLIENT SOLUTIONS
Address	GPO BOX 2453 SYDNEY 2001
Lodger Box	390G
Email	ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference	ALAND - 20 PARK

Land Registry Document Identification

AU379118

STAMP DUTY:

Restriction on the Use of Land by a Prescribed Authority (13RPA)

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
1/1267012	N	

Applicant

SPECTRUM SOLUTIONS PTY LIMITED ABN 60152116393ACN 152116393

Registered company

Document Type

Restriction on the Use of Land by a Prescribed Authority (13RPA)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	SPECTRUM SOLUTIONS PTY LIMITED
Signer Name	DANIEL WILLIAM DOOLEY
Signer Organisation	SPECTRUM SOLUTIONS PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	30/08/2024

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Form: 13RPA
Release: 3·1

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

New South Wales
Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional pages to the top left-hand corner.

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

(A) **TORRENS TITLE**

1/1267012

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Reference:	RV

(C) **REGISTERED PROPRIETOR**

Of the above land
PARKES 88 PTY LTD ACN 621 682 335

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AR104973 AS265095 AS751635 AT128782 AT867145 AT867146	ARDENT JOY OPPORTUNITY VI LIMITED NAVY SKY OPPORTUNITY IX LIMITED GOLDEN STRAIT DEVELOPMENT IX LIMITED GRAND PEAK DEVELOPMENT VI LIMITED SOMERSET TOP DEVELOPMENT VI LIMITED OASIS PEAK DEVELOPMENT III LIMITED

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
CITY OF PARRAMATTA COUNCIL

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 28/08/2024

(G) I certify that an **authorised officer of the prescribed authority** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 28/08/2024

Signature of witness:

Name of witness: SHAUN HEHIR

Address of witness: 9 WENTWORTH STREET
PARRAMATTA NSW 2150

Electronic signature of me, Shaun Hehir affixed by me, or at my direction on 28/08/2024

Signature of authorised officer:

Name of authorised officer: MARK LEOTTA

Position of authorised officer: GROUP MANAGER DEVELOPMENT AND TRAFFIC SERVICES

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: PARKES 88 PTY LTD ACN 621 682 335
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: ANDREW HRSTO
Office held: Sole Director/Secretary

Signature of authorised person:

Name of authorised person:
Office held:

AR104973 AS265095 AS751635

(H) The mortgagee under mortgage No. AT128782 AT867145 AT867146 agrees to be bound by this restriction.
I certify that the mortgagee ,who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: (For Execution by Mortgagee)

Name of witness: (see Annexure A)

Address of witness:

Signature of mortgagee:

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

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ANNEXURE 'A'
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 IN DP1267012

Terms of Restriction on the Use of Land

The registered proprietor shall not make or permit or suffer the making of any alterations to the water sensitive urban design system which is constructed on the lot(s) burdened without the prior consent in writing of City of Parramatta Council. The expression "water sensitive urban design" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed for stormwater quality treatment as well as all surfaces graded to direct stormwater to the treatment system. Any water sensitive urban design system constructed on the lot(s) burdened is hereafter referred to as "the system". The water sensitive urban design system is detailed on the plans approved by Helen Daskalakis of East Coast Approvals Group as Construction Certificate Application No: 21/0109-08 on 5/08/2024.

A copy of the Construction Certificates are held on Council File No. DA/883/2021.

Name of Authority having the power to release, vary or modify the restriction is **City of Parramatta Council**

.....
Registered Proprietor

APPROVED BY CITY OF PARRAMATTA COUNCIL .....
Authorised Delegate

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 28/08/2024

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Consent of Mortgagee – AR104973
Ardent Joy Opportunity VI Limited

Executed by
ARDENT JOY OPPORTUNITY VI LIMITED)
ARBN 645 693 429 by the party's attorney)
pursuant to power of attorney registered)
Book 4817 No 240 who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....
Signature of Witness

Vicki Tina Patapis
.....
Name of Witness

50 Bridge Street, Sydney NSW 2000
Address of Witness

.....
Attorney

Henry George Self
.....
Name of Attorney

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Consent of Mortgagee – AS265095
Navy Sky Opportunity IX Limited

Executed by:)
NAVY SKY OPPORTUNITY IX LIMITED)
ARBN 653 437 319 by the party's attorney)
pursuant to power of attorney registered)
Book 4817 No 240 who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....
Signature of Witness

Vicki Tina Patapis
Name of Witness

50 Bridge Street, Sydney NSW 2000
Address of Witness

.....
Attorney

Henry George Self
Name of Attorney

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Consent of Mortgagee – AS751635
Golden Strait Development IX Limited

EXECUTED by:)
GOLDEN STRAIT DEVELOPMENT IX LIMITED)
ARBN 661 545 311 by the party's attorney pursuant)
to power of attorney registered Book 4817 No 240)
who states that no notice of revocation of the power)
of attorney has been received in the presence of:)

.....
Signature of Witness

Vicki Tina Patapis
Name of Witness

50 Bridge Street, Sydney NSW 2000
Address of Witness

.....
Attorney

Henry George Self
Name of Attorney

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Consent of Mortgagee – AT128782
Grand Peak Development VI Limited

Executed by:)
GRAND PEAK DEVELOPMENT VI LIMITED)
ARBN 663 282 451 by the party's attorney pursuant)
to power of attorney registered Book 4817 No 240)
who states that no notice of revocation of the power)
of attorney has been received in the presence of:)

.....
Signature of Witness

Vicki Tina Patapis
Name of Witness

50 Bridge Street, Sydney NSW 2000
Address of Witness

.....
Attorney

Henry George Self
Name of Attorney

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Consent of Mortgagee – AT867145
SOMERSET TOP DEVELOPMENT VI LIMITED

Executed by:)
SOMERSET TOP DEVELOPMENT VI LIMITED)
ARBN 672 951 834 by the party's attorney)
pursuant to power of attorney registered)
Book 4822 No 537 who states that no notice of)
revocation of the power of attorney has been)
received in the presence of:)

.....	.....
Signature of Witness	Attorney
	Henry George Self
Vicki Tina Patapis	.....
Name of Witness	Name of Attorney
50 Bridge Street, Sydney NSW 2000	
Address of Witness	

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Consent of Mortgagee – AT867146
OASIS PEAK DEVELOPMENT III LIMITED

Executed by:)
OASIS PEAK DEVELOPMENT III LIMITED)
ARBN 671 867 280 by the party's attorney)
pursuant to power of attorney registered)
Book 4822 No 537 who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....	.....
Signature of Witness	Attorney
	Henry George Self
Vicki Tina Patapis	.....
Name of Witness	Name of Attorney

50 Bridge Street, Sydney NSW 2000
Address of Witness

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ANNEXURE 'A' - Continued
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 IN DP1267012

City of Parramatta Council by its authorised delegate pursuant to s378 Local Government Act 1919



.....
Signature of Delegate

MARK LEOTTA
.....
Name of Delegate

GROUP MANAGER
DEVELOPMENT AND TRAFFIC
SERVICES
.....
Position of Delegate

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 28/08/2024

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



.....
Signature of Witness

SHAUN HEHIR
.....
Name of Witness

9 WENTWORTH STREET
PARRAMATTA NSW 2150
.....
Address of Witness

Electronic signature of me, Shaun Hehir affixed by me, or at my direction on 28/08/2024

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Lodger Details

Lodger Code	504981W
Name	SPECTRUM CLIENT SOLUTIONS
Address	GPO BOX 2453 SYDNEY 2001
Lodger Box	390G
Email	ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference	ALAND - 20 PARK

Land Registry Document Identification

AU379117

STAMP DUTY:

Positive Covenant (13PC)

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
1/1267012	N	

Applicant

SPECTRUM SOLUTIONS PTY LIMITED ABN 60152116393ACN 152116393

Registered company

Document Type

Positive Covenant (13PC)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	SPECTRUM SOLUTIONS PTY LIMITED
Signer Name	DANIEL WILLIAM DOOLEY
Signer Organisation	SPECTRUM SOLUTIONS PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	30/08/2024

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Form: 13PC
Release: 3·1

POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional pages to the top left-hand corner.

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

(A) **TORRENS TITLE** 1/1267012

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Reference:	PC

(C) **REGISTERED PROPRIETOR**

Of the above land
PARKES 88 PTY LTD ACN 621 682 335

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AR104973	ARDENT JOY OPPORTUNITY VI LIMITED
	AS265095	NAVY SKY OPPORTUNITY IX LIMITED
	AS751635	GOLDEN STRAIT DEVELOPMENT IX LIMITED
	AT128782	GRAND PEAK DEVELOPMENT VI LIMITED
	AT867145	SOMERSET TOP DEVELOPMENT VI LIMITED
	AT867146	OASIS PEAK DEVELOPMENT III LIMITED

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
CITY OF PARRAMATTA COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 28/08/2024

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Name of witness: SHAUN HEHIR

Address of witness: 9 WENTWORTH STREET
PARRAMATTA NSW 2150

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 28/08/2024

Signature of authorised officer:

Name of authorised officer: MARK LEOTTA

Position of authorised officer: GROUP MANAGER DEVELOPMENT AND TRAFFIC SERVICES

Electronic signature of me, Shaun Hehir affixed by me, or at my direction on 28/08/2024

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: PARKES 88 PTY LTD ACN 621 682 335
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: ANDREW HRSTO
Office held: Sole Director/Secretary

Signature of authorised person:

Name of authorised person:
Office held:

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AR104973 AS265095 AS751635 AT128782 AT867145 AT867146, agrees to be bound by this positive covenant.

I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: (For Execution by Mortgagee)

Name of witness: (see Annexure A)

Address of witness:

Signature of mortgagee:

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

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ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 1 IN DP1267012

Terms of Positive Covenant

1. The registered proprietor of the lot(s) hereby burdened will in respect of the system:

   (a) keep the system clean and free from silt, rubbish and debris.

   (b) maintain and repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe and efficient manner.

   (c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant.

   (d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

   (i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1(d) above.

   (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction

      (a) any expense reasonably incurred by it in exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the said work, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.

      (b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H

3. This covenant shall bind all person who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purposes of this covenant, "the system" means the elements of the water sensitive urban design facilities constructed on the land as detailed on the plans approved by Helen Daskalakis of East Coast Approvals Group as Construction Certificate Application No: 21/0109-08 on 5/08/2024, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed for stormwater quality treatment.

A copy of these Construction Certificates are held on Council File No. DA/883/2021.

.....
Registered Proprietor

APPROVED BY CITY OF PARRAMATTA COUNCIL .....
Authorised Delegate

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 28/08/2024

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ANNEXURE 'A' - Continued
POSITIVE COVENANT AFFECTING LOT 1 IN DP1267012

4. The registered proprietor covenants as follows with the Council in respect to the "Pump System" installed on land (which includes pumps, holding tank, delivery lines and electrical works) shown on the plans approved by Council No. DA/883/2021

4.1 The registered proprietor will:

(a) Keep the pump system clean and free of silt, dirt, rubbish and debris.

(b) Maintain, renew and repair the whole or parts of pump system so that it functions in a safe and efficient manner, and in doing so complete the same within the time and in the manner specified in written notice issued by the-Council.

(c) Carry out the matters referred in paragraphs (a) and (b).

(d) Make no alterations to the pump system of elements thereof without prior consent in writing to the Council.

(e) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the pump system for compliance with the requirements of this Clause.

(f) Comply with the terms of any written notice issued by the Council in respect to the requirements of this Clause within the time stated in the notice.

4.2 In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in Clause 4.1 the Council or its authorised agents may enter with an necessary equipment and carry out any work required to ensure the safe and efficient operation of the pump system and recover from the registered proprietor(s) the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this Clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Name of Authority having the power to release, vary or modify the positive covenant is **City of Parramatta Council**

.....
Registered Proprietor

APPROVED BY CITY OF PARRAMATTA COUNCIL

.....
Authorised Delegate

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 28/08/2024

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Consent of Mortgagee – AR104973
Ardent Joy Opportunity VI Limited

Executed by
ARDENT JOY OPPORTUNITY VI LIMITED)
ARBN 645 693 429 by the party's attorney)
pursuant to power of attorney registered)
Book 4817 No 240 who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....	.....
Signature of Witness	Attorney
Vicki Tina Patapis	Henry George Self
Name of Witness	Name of Attorney

50 Bridge Street, Sydney NSW 2000
Address of Witness

Req:R540308 /Doc:DL AU379117 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:27 /Seq:6 of 11
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Consent of Mortgagee – AS265095
Navy Sky Opportunity IX Limited

Executed by:)
NAVY SKY OPPORTUNITY IX LIMITED)
ARBN 653 437 319 by the party's attorney)
pursuant to power of attorney registered)
Book 4817 No 240 who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....	.....
Signature of Witness	Attorney
	Henry George Self
Vicki Tina Patapis	.....
Name of Witness	Name of Attorney

50 Bridge Street, Sydney NSW 2000
Address of Witness

Req:R540308 /Doc:DL AU379117 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:27 /Seq:7 of 11
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Consent of Mortgagee – AS751635
Golden Strait Development IX Limited

Executed by:
GOLDEN STRAIT DEVELOPMENT IX LIMITED
ARBN 661 545 311 by the party's attorney pursuant
to power of attorney registered Book 4817 No 240
who states that no notice of revocation of the power
of attorney has been received in the presence of:

.....
Signature of Witness

Vicki Tina Patapis
.....
Name of Witness

50 Bridge Street, Sydney NSW 2000
Address of Witness

.....
Attorney

Henry George Self
.....
Name of Attorney

Req:R540308 /Doc:DL AU379117 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:27 /Seq:8 of 11
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Consent of Mortgagee – AT128782
Grand Peak Development VI Limited

Executed by:)
GRAND PEAK DEVELOPMENT VI LIMITED)
ARBN 663 282 451 by the party's attorney pursuant)
to power of attorney registered Book 4817 No 240)
who states that no notice of revocation of the power)
of attorney has been received in the presence of:)

.....	.....
Signature of Witness	Attorney
	Henry George Self
Vicki Tina Patapis	.....
Name of Witness	Name of Attorney

50 Bridge Street, Sydney NSW 2000
Address of Witness

Req:R540308 /Doc:DL AU379117 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:27 /Seq:9 of 11
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Consent of Mortgagee – AT867145
SOMERSET TOP DEVELOPMENT VI LIMITED

Executed by:)
SOMERSET TOP DEVELOPMENT VI LIMITED)
ARBN 672 951 834 by the party's attorney)
pursuant to power of attorney registered)
Book 4822 No 537 who states that no notice of)
revocation of the power of attorney has been)
received in the presence of:)

.....	.....
Signature of Witness	Attorney
	Henry George Self
Vicki Tina Patapis	.....
Name of Witness	Name of Attorney

50 Bridge Street, Sydney NSW 2000
Address of Witness

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Consent of Mortgagee – AT867146
OASIS PEAK DEVELOPMENT III LIMITED

Executed by:)
OASIS PEAK DEVELOPMENT III LIMITED)
ARBN 671 867 280 by the party's attorney)
pursuant to power of attorney registered)
Book 4822 No 537 who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....	.....
Signature of Witness	Attorney
	Henry George Self
Vicki Tina Patapis	.....
Name of Witness	Name of Attorney

50 Bridge Street, Sydney NSW 2000
Address of Witness

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ANNEXURE 'A' - Continued
POSITIVE COVENANT AFFECTING LOT 1 IN DP1267012

City of Parramatta Council by its authorised delegate pursuant to s378 Local Government Act 1919



.....
Signature of Delegate

MARK LEOTTA
.....
Name of Delegate

GROUP MANAGER
DEVELOPMENT AND TRAFFIC
SERVICES
.....
Position of Delegate

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 28/08/2024

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



.....
Signature of Witness

SHAUN HEHIR
.....
Name of Witness

9 WENTWORTH STREET
PARRAMATTA NSW 2150
.....
Address of Witness

Electronic signature of me, Shaun Hehir affixed by me, or at my direction on 28/08/2024

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Lodger Details

Lodger Code	504981W
Name	SPECTRUM CLIENT SOLUTIONS
Address	GPO BOX 2453 SYDNEY 2001
Lodger Box	390G
Email	ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference	ALAND - 20 PARK

Land Registry Document Identification

AU379116

STAMP DUTY:

Positive Covenant (13PC)

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
1/1267012	N	

Applicant

SPECTRUM SOLUTIONS PTY LIMITED ABN 60152116393ACN 152116393

Registered company

Document Type

Positive Covenant (13PC)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	SPECTRUM SOLUTIONS PTY LIMITED
Signer Name	DANIEL WILLIAM DOOLEY
Signer Organisation	SPECTRUM SOLUTIONS PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	30/08/2024

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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: * 41.1

**Insert, from the Lodgment Rules exceptions list, the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules

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Form: 13PC
Release: 3·1

POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional pages to the top left-hand corner.

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

(A) **TORRENS TITLE**

1/1267012

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Reference:	PC

(C) **REGISTERED PROPRIETOR**

Of the above land
PARKES 88 PTY LTD ACN 621 682 335

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AR104973	ARDENT JOY OPPORTUNITY VI LIMITED
	AS265095	NAVY SKY OPPORTUNITY IX LIMITED
	AS751635	GOLDEN STRAIT DEVELOPMENT IX LIMITED
	AT128782	GRAND PEAK DEVELOPMENT VI LIMITED
	AT867145	SOMERSET TOP DEVELOPMENT VI LIMITED
	AT867146	OASIS PEAK DEVELOPMENT III LIMITED

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
CITY OF PARRAMATTA COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 28/08/2024

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 28/08/2024

Signature of witness: Shaun Hehir

Signature of authorised officer: Mleotta

Name of witness: SHAUN HEHIR

Name of authorised officer: MARK LEOTTA

Address of witness: 9 WENTWORTH STREET PARRAMATTA NSW 2150

Position of authorised officer: GROUP MANAGER DEVELOPMENT AND TRAFFIC SERVICES

(G) **Execution by the registered proprietor**

Electronic signature of me, Shaun Hehir affixed by me, or at my direction on 28/08/2024

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: PARKES 88 PTY LTD ACN 621 682 335
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: ANDREW HRSTO
Office held: Sole Director/Secretary

Signature of authorised person:

Name of authorised person:
Office held:

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AR104973 AS265095 AS751635 AT128782 AT867145 AT867146 , agrees to be bound by this positive covenant.

I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: (For Execution by Mortgagee)

Name of witness: (see Annexure A)

Address of witness:

Signature of mortgagee:

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

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ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 1 IN DP1267012

Terms of Positive Covenant

1. The registered proprietor of the lot(s) hereby burdened will in respect of the flood proofing and flood risk management measures:

   (a) maintain and repair at the sole expense of the registered proprietors the whole of the flood proofing and flood risk management measures so that they function in a safe and efficient manner.

   (b) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant.

   (c) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

   (i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1(c) above.

   (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction

      (a) any expense reasonably incurred by it in exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the said work, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.

      (b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H

.....
Registered Proprietor

APPROVED BY CITY OF PARRAMATTA COUNCIL

.....
Authorised Delegate
Electronic signature of me, Mark Leotta affixed by me, or at my direction on 28/08/2024

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3. This covenant shall bind all person who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purposes of this covenant, 'the flood proofing and flood risk management measures" means the flood proofing system constructed on or implemented over the land as detailed on the design plans and flood emergency response plan approved by City of Parramatta Council on 10th March 2022, including but not limited to all flood gates, flood doors, sewage tanks, potable water tanks, evacuation refuge areas and associated supplies, backup power facilities, flood warning systems, water level triggers, flood emergency response plan and other infrastructure designed to prevent or mitigate flooding.

A copy of the documents are held on Council File No. DA/883/2021.

Name of Authority having the power to release, vary or modify the positive covenant is **City of Parramatta Council**

.....
Registered Proprietor

APPROVED BY CITY OF PARRAMATTA COUNCIL .....
Authorised Delegate

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 28/08/2024

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Consent of Mortgagee – AR104973
Ardent Joy Opportunity VI Limited

Executed by
ARDENT JOY OPPORTUNITY VI LIMITED)
ARBN 645 693 429 by the party's attorney)
pursuant to power of attorney registered)
Book 4817 No 240 who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....
Signature of Witness

Vicki Patapis
Name of Witness

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness

.....
Attorney

Henry George Self
Name of Attorney

Req:R540315 /Doc:DL AU379116 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:7 of 12
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Consent of Mortgagee – AS265095
Navy Sky Opportunity IX Limited

Executed by:)
NAVY SKY OPPORTUNITY IX LIMITED)
ARBN 653 437 319 by the party's attorney)
pursuant to power of attorney registered)
Book 4817 No 240 who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....	.....
Signature of Witness	Attorney
	Henry George Self
Vicki Patapis	.....
Name of Witness	Name of Attorney

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness

Req:R540315 /Doc:DL AU379116 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:8 of 12
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Consent of Mortgagee – AS751635
Golden Strait Development IX Limited

Executed by:)
GOLDEN STRAIT DEVELOPMENT IX LIMITED)
ARBN 661 545 311 by the party's attorney pursuant)
to power of attorney registered Book 4817 No 240)
who states that no notice of revocation of the power)
of attorney has been received in the presence of:)

.....
Signature of Witness

Vicki Patapis
.....
Name of Witness

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness

.....
Attorney

Henry George Self
.....
Name of Attorney

Req:R540315 /Doc:DL AU379116 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:9 of 12
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Consent of Mortgagee – AT128782
Grand Peak Development VI Limited

Executed by:)
GRAND PEAK DEVELOPMENT VI LIMITED ARBN)
663 282 451 by the party's attorney pursuant to)
power of attorney registered Book 4817 No 240)
who states that no notice of revocation of the power)
of attorney has been received in the presence of:)

.....	.....
Signature of Witness	Attorney
	Henry George Self
.....	.....
Vicki Patapis	
Name of Witness	Name of Attorney

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness

Req:R540315 /Doc:DL AU379116 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:10 of 12
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Consent of Mortgagee – AT867145
SOMERSET TOP DEVELOPMENT VI LIMITED

Executed by:)
SOMERSET TOP DEVELOPMENT VI LIMITED)
ARBN 672 951 834 by the party's attorney)
pursuant to power of attorney registered)
Book 4822 No 537 who states that no notice of)
revocation of the power of attorney has been)
received in the presence of:)

.....
Signature of Witness

.....
Attorney

Henry George Self

.....Vicki Patapis.....
Name of Witness

.....
Name of Attorney

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness

Req:R540315 /Doc:DL AU379116 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:11 of 12
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Consent of Mortgagee – AT867146
OASIS PEAK DEVELOPMENT III LIMITED

Executed by:)
OASIS PEAK DEVELOPMENT III LIMITED)
ARBN 671 867 280 by the party's attorney)
pursuant to power of attorney registered)
Book 4822 No 537 who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....	.....
Signature of Witness	Attorney
	Henry George Self
Vicki Patapis	.....
Name of Witness	Name of Attorney

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness

Req:R540315 /Doc:DL AU379116 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:12 of 12
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ANNEXURE 'A' - Continued
POSITIVE COVENANT AFFECTING LOT 1 IN DP1267012

City of Parramatta Council by its authorised delegate pursuant to s.378 Local Government Act 1919



.....
Signature of Delegate

MARK LEOTTA
.....
Name of Delegate

GROUP MANAGER
DEVELOPMENT AND TRAFFIC
SERVICES
.....
Position of Delegate

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 28/08/2024

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



.....
Signature of Witness

SHAUN HEHIR
.....
Name of Witness

9 WENTWORTH STREET
PARRAMATTA NSW 2150
.....
Address of Witness

Electronic signature of me, Shaun Hehir affixed by me, or at my direction on 28/08/2024

Req:R540310 /Doc:DP 1308291 B /Rev:23-Aug-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:1 of 10
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Plan: DP1308291

Plan of Easements over Lot 1 in DP 1267012

Full name and address of the owner of the land:

Parkes 88 Pty Ltd
ACN 621 682 335
8-10 Gould Street
STRATHFIELD SOUTH NSW 2136

PART 1 (Creation)

No. of item shown in the intention panel on the plan	Identity of restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Indoor Substation Variable Width (Limited in Stratum) (A)	1/1267012	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
2	Easement for Underground Cables 2 Wide (Limited in Stratum) (B)	1/1267012	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3	Right of Access 9.3 Wide (Limited in Stratum) (C)	1/1267012	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4	Easement for Underground Cables 1 Wide (Limited in Stratum) (D)	1/1267012	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

Epsilon Distribution Ministerial Holding Corporation

Digitally signed by Natasha Issac
Date: 2024.07.17 13:03:42 +10'00'

Authorised Officer

Req:R540310 /Doc:DP 1308291 B /Rev:23-Aug-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:2 of 10
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Plan: DP1308291 Plan of Easements over Lot 1 in DP 1267012

PART 1A (Release)

No. of item shown in the intention panel on the plan	Identity of easement, profit a prendre to be released to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Indoor Substation Limited in Height (DP1083546)	1/1267012	Epsilon Distribution Ministerial Holding Corporation as Statutory Successor of Integral Energy Australia
2	Right of Access Limited in Height (DP1083546)	1/1267012	Epsilon Distribution Ministerial Holding Corporation as Statutory Successor of Integral Energy Australia

PART 2 (Terms)

1. Terms of Easement numbered 1 in the plan

The terms set out in Section 6 of Memorandum AR578978 are incorporated into this document.

Name of Authority having power to release, vary or modify the easement numbered 1 in the plan is **Epsilon Distribution Ministerial Holding Corporation.**

2. Terms of Easement numbered 2 in the plan

The terms set out in Section 2 of Memorandum AR578978 are incorporated into this document.

Name of Authority having power to release, vary or modify the easement numbered 2 in the plan is **Epsilon Distribution Ministerial Holding Corporation.**

3. Terms of Right of Access numbered 3 in the plan

The terms set out in Section 7 of Memorandum AR578978 are incorporated into this document.

Name of Authority having power to release, vary or modify the easement numbered 3 in the plan is **Epsilon Distribution Ministerial Holding Corporation.**

4. Terms of Easement numbered 4 in the plan

The terms set out in Section 2 of Memorandum AR578978 are incorporated into this document.

Name of Authority having power to release, vary or modify the easement numbered 4 in the plan is **Epsilon Distribution Ministerial Holding Corporation.**

Epsilon Distribution Ministerial Holding Corporation

Digitally signed by Natasha Issac
Date: 2024.07.17 13:03:55 +10'00'

Authorised Officer

Req:R540310 /Doc:DP 1308291 B /Rev:23-Aug-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:3 of 10
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Plan: DP1308291 Plan of Easements over Lot 1 in DP 1267012

EXECUTED by)
PARKES 88 Pty Ltd)
ACN 621 682 335)
in accordance with s127 of)
the Corporations Act 2001)



Andrew Firsto
Sole Director/Secretary

Req:R540310 /Doc:DP 1308291 B /Rev:23-Aug-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:4 of 10
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Plan: DP1308291

Plan of Easements over Lot 1 in DP 1267012

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for Endeavour Energy Network Asset Partnership (ABN 30 586 412 717) on behalf of Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878) pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015* (NSW)

Signature of witness:

Digitally signed by Natasha Issac
Date: 2024.07.17 11:35:06 +10'00'

Signature of attorney:

Digitally signed by Simon Lawton
Date: 17.07.2024

Name of witness:

Natasha Issac

Address of witness:
c/- Endeavour Energy
Level 41, 8 Parramatta Square
10 Darcy Street
Parramatta NSW 2150

Name and position of attorney:

Simon Lawton, Strategic Property Manager

Power of attorney: Book 4825 No 475

EE reference: ARP3883, UML8883
RELEASE PROP00003529 RPM11273

This document was signed in counterpart and witnessed over audio visual link in accordance with Section 14G of the Electronic Transactions Act 2000.

Req:R540310 /Doc:DP 1308291 B /Rev:23-Aug-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:5 of 10
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Plan: DP1308291 Plan of Easements over Lot 1 in DP 1267012

Consent of Mortgagee – AR104973
ARDENT JOY OPPORTUNITY VI LIMITED

Executed by
ARDENT JOY OPPORTUNITY VI LIMITED
ARBN 645 693 429 by the party's attorney
pursuant to power of attorney registered Book
4817 No 240 who states that no notice of
revocation of the power of attorney has been
received in the presence of:

.....
Witness

MATT WANG
Name of Witness (print)

Level 37, 50 BRIDGE STREET,
SYDNEY NSW 2000
Address of Witness (print)

.....
Attorney

Henry George Self
Name of Attorney (print)

Req:R540310 /Doc:DP 1308291 B /Rev:23-Aug-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:6 of 10
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Plan: DP1308291 Plan of Easements over Lot 1 in DP 1267012

Consent of Mortgagee – AS265095
NAVY SKY OPPORTUNITY IX LIMITED

Executed by:
NAVY SKY OPPORTUNITY IX LIMITED
ARBN 653 437 319 by the party's attorney
pursuant to power of attorney registered
Book 4817 No 240 who states that no notice
of revocation of the power of attorney has
been received in the presence of:



Witness



Attorney

MATT WANG

Name of Witness (print)

LEVEL 37, 50 BRIDGE STREET,

SYDNEY NSW 2000

Address of Witness (print)

Henry George Self

Name of Attorney (print)

Req:R540310 /Doc:DP 1308291 B /Rev:23-Aug-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:7 of 10
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Plan: DP1308291 Plan of Easements over Lot 1 in DP 1267012

Consent of Mortgagee – AS751635
GOLDEN STRAIT DEVELOPMENT IX LIMITED

EXECUTED by:
GOLDEN STRAIT DEVELOPMENT IX LIMITED
ARBN 661 545 311 by the party's attorney pursuant
to power of attorney registered Book 4817 No 240
who states that no notice of revocation of the power of
attorney has been received in the presence of:

.....
Witness

MATT WANG
Name of Witness (print)
LEVEL 37, 50 BRIDGE STREET,
SYDNEY NSW 2000
Address of Witness (print)

.....
Attorney

Henry George Self
Name of Attorney (print)

Req:R540310 /Doc:DP 1308291 B /Rev:23-Aug-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:8 of 10
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Plan: DP1308291 Plan of Easements over Lot 1 in DP 1267012

Consent of Mortgagee – AT128782
GRAND PEAK DEVELOPMENT VI LIMITED

Executed by:
GRAND PEAK DEVELOPMENT VI LIMITED ARBN 663 282 451 by the party's attorney pursuant to power of attorney registered Book 4817 No 240 who states that no notice of revocation of the power of attorney has been received in the presence of:

.....
Witness

MATT WANG
Name of Witness (print)
LEVEL 37, 50 BRIDGE STREET,
SYDNEY NSW 2000
Address of Witness (print)

.....
Attorney

Henry George Self
Name of Attorney (print)

Req:R540310 /Doc:DP 1308291 B /Rev:23-Aug-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:9 of 10
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Plan: DP1308291 Plan of Easements over Lot 1 in DP 1267012

Consent of Mortgagee – AT867145
SOMERSET TOP DEVELOPMENT VI LIMITED

Executed by:
SOMERSET TOP DEVELOPMENT VI LIMITED
ARBN 672 951 834 by the party's attorney
pursuant to power of attorney registered
Book 4822 No 537 who states that no notice of
revocation of the power of attorney has been
received in the presence of:

.....
Witness

MATT WANG
Name of Witness (print)

LEVEL 37, 50 BRIDGE STREET,
SYDNEY NSW 2000
Address of Witness (print)

.....
Attorney

Henry George Self
Name of Attorney (print)

Req:R540310 /Doc:DP 1308291 B /Rev:23-Aug-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:10 of 10
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Plan: DP1308291 Plan of Easements over Lot 1 in DP 1267012

Consent of Mortgagee – AT867146
OASIS PEAK DEVELOPMENT III LIMITED

Executed by:)
OASIS PEAK DEVELOPMENT III LIMITED)
ARBN 671 867 280 by the party's attorney)
pursuant to power of attorney registered)
Book 4822 No 537 who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....
Witness

.....
Attorney

MATT WANG
Name of Witness (print)

LEVEL 37, 50 BRIDGE STREET,
SYDNEY NSW 2000
Address of Witness (print)

Henry George Self
Name of Attorney (print)

REGISTERED: 23/08/2024

Req:R540317 /Doc:DP 1275034 P /Rev:20-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:1 of 24
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SCHEDULE OF SHORT LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
1	290°54'15"	2.07		
2	320°55'15"	2.07		
3	350°56'15"	2.07		
4	74°03'15"	27.1	27.23	79.9
5	59°01'50"	16.07	16.105	72.3
6	50°20'15"	5.105	5.105	64
7	(77°14'40"	18.29	18.33	79.9)
8	49°46'05"	5.145		
9	50°22'15"	4	4	70.57

SCHEDULE OF REFERENCE MARKS			
ID	BEARING	DIST	MARK
A	9°07'	3.495	DH&W FD (DP1216815)
B	6°13'30"	3.295	DH&W FD (DP1077402) NOW GONE
B1	4°39'35"	3.295	DH&W FD (DP1308291) NOW GONE
C	8°31'30"	16.5	DH&W FD (DP1308291)
D	62°47'20"	6.91	DH&W FD (DP1077402) NOW GONE
E	303°48'	7.63	DH&W FD (DP1267012) NOW GONE
	345°08'20"	4.035	DH&W FD (DP1083546) NOW GONE
F	90°39'	3.545	DH&W FD (DP1267012) NOW GONE
G	44°38'10"	5.68	DH&W FD (DP1077402) NOW GONE
	87°04'	2.495	DH&W PLD
H	119°59'50"	1.595	DH&W FD (DP1077402)
I	55°33'	19.515	DH&W FD (DP1061850)
J	223°50'25"	5.45	DH&W FD (DP1061850)
M	316°59'	1.465	DH&W FD (DP1267012) NOW GONE
O	293°02'25"	12.195	DH&W FD (DP1216815)
P	12°50'	2.645	DH&W PLD

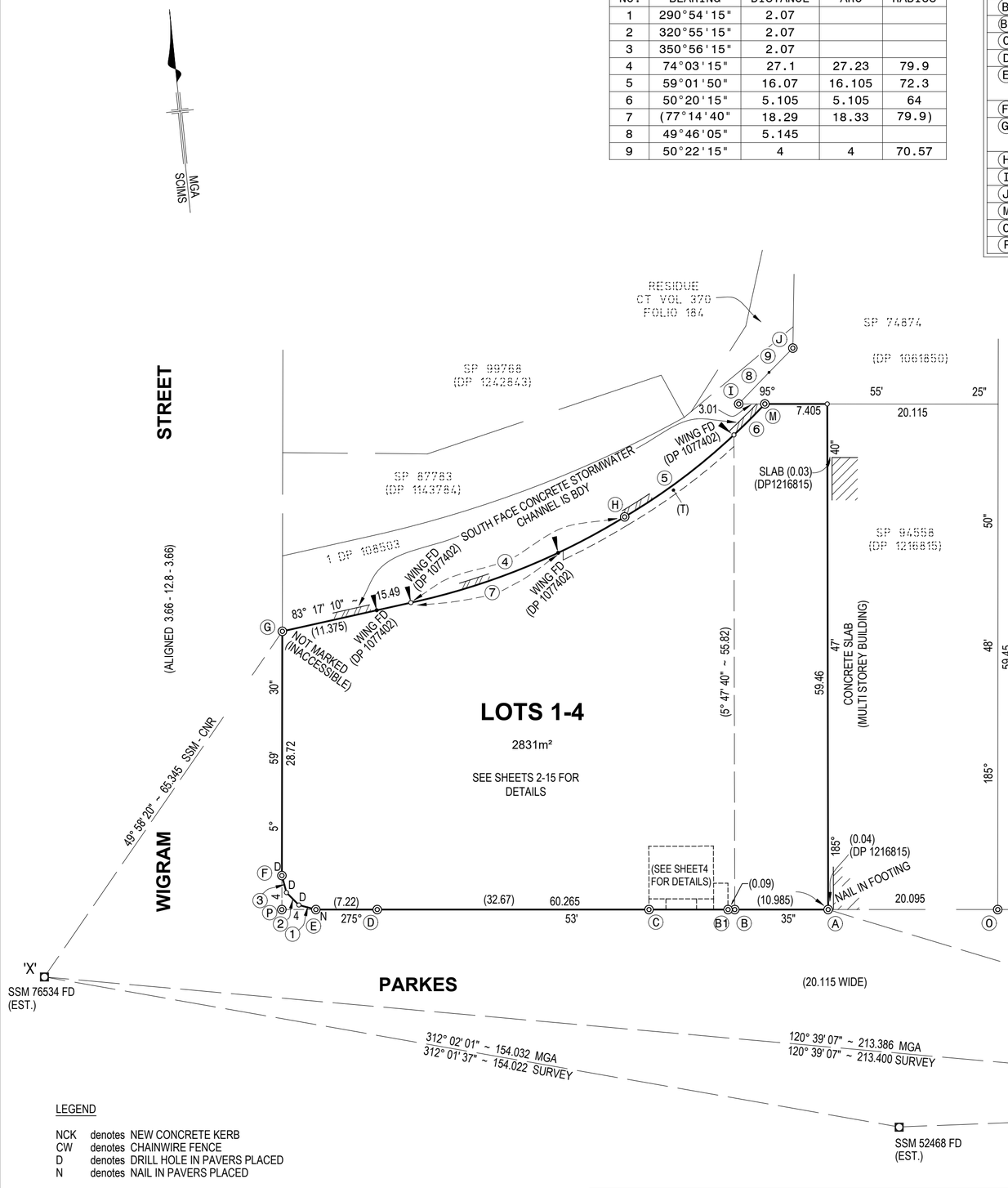
EASEMENTS AFFECTING THE WHOLE OF THE LAND:

- EASEMENT FOR SUPPORT AND SHELTER
- EASEMENT FOR SERVICES
- EASEMENT FOR FUTURE SERVICES
- EASEMENT FOR EMERGENCY EGRESS
- EASEMENT TO ACCESS SHARED FACILITIES
- EASEMENT FOR DRAINAGE
- EASEMENT FOR CONSTRUCTION
- EASEMENT FOR NOISE, DUST AND VIBRATION
- EASEMENT FOR MAINTENANCE OF SERVICES

NOTE: THE WHOLE OF LOT EASEMENTS AND EXISTING EASEMENTS ARE NOT REPRODUCED ON THE REMAINING SHEETS

EXISTING EASEMENTS:

(T) EASEMENT FOR SUPPORT 1 WIDE (VIDE 3463243)
SEE SHEET 4 FOR SUBSTATION EASEMENTS



LEGEND

NCK denotes NEW CONCRETE KERB
CW denotes CHAINWIRE FENCE
D denotes DRILL HOLE IN PAVERS PLACED
N denotes NAIL IN PAVERS PLACED

AREA TABLE					
	LOT 1	LOT 2	LOT 3	LOT 4	TOTAL
BASEMENT 2 & BELOW	2811m²	-	20m²	-	2831m²
BASEMENT 1	2758m²	18m²	55m²	-	2831m²
GROUND LEVEL	2254m²	384m²	193m²	-	2831m²
LEVEL 1	2580m²	-	251m²	-	2831m²
LEVEL 2	2361m²	82m²	255m²	133m²	2831m²
LEVEL 3	2499m²	-	332m²	-	2831m²
LEVEL 4	2811m²	-	20m²	-	2831m²
LEVEL 5-39	2814m²	-	17m²	-	2831m²
LEVEL 40	32m²	-	17m²	2782m²	2831m²
LEVEL 41	46m²	-	2785m²	-	2831m²
LEVEL 42-45	-	-	2831m²	-	2831m²
ROOF & ABOVE	2801m²	13m²	17m²	-	2831m²
THE AREAS FOR PART LOTS 1, 2, 3 AND 4 ARE SHOWN FOR INFORMATION PURPOSES ONLY					

TOTAL FOOTPRINT AREAS	
LOT 1	2814m²
LOT 2	497m²
LOT 3	2831m²
LOT 4	2782m²
NOTE: THE TOTAL FOOTPRINT AREAS SHOWN ABOVE DO NOT INCLUDE PARTS OF THE SAME LOT THAT OVERLAP IN PLAN VIEW	

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 76534	SSM 76479	+4.965	TRIG HEIGHTING
SSM 76479	DHW BM1	-3.968	TRIG HEIGHTING
DHW BM1	SSM 76534	-0.997	TRIG HEIGHTING
HEIGHT DATUM: AHD71			

HEIGHT SCHEDULE					
Mark	AHD VALUE	CLASS	LU	Method	State
SSM 76534	7.37	B	0.03	FROM SCIMS - DATUM VALIDATION	Found
SSM 76479	12.34	B	0.03	PLACED	Placed
SSM 52468	11.578	B	0.03	PLACED	Found
DATE OF SCIMS VALUES: 19-11-2023			HEIGHT DATUM: AHD71		

COORDINATE SCHEDULE					
Mark	MGA EASTING	MGA NORTHING	CLASS	PU	Method	State
SSM 76534	315 744.169	6 256 156.788	B	0.02	SCIMS	Found
SSM 76479	315 927.742	6 256 047.996	B	0.02	SCIMS	Found
SSM 52468	315 858.578	6 256 053.651	B	0.02	SCIMS	Found
DATE OF SCIMS COORDINATES: 26-07-2024			COMBINED SCALE FACTOR 1.000013			
MGA ZONE: 56			MGA DATUM: GDA2020			

Surveyor: **SCOTT MACKEDIE** **Date: 1 AUG 2024** **Surveyor's Ref: 7873**	**PLAN OF SUBDIVISION OF LOT 1 IN DP1267012**	**L G A: CITY OF PARRAMATTA** **Locality: HARRIS PARK** **Reduction Ratio 1:400** **Lengths are in metres.**	**REGISTERED** 20/09/2024	**DP1275034**

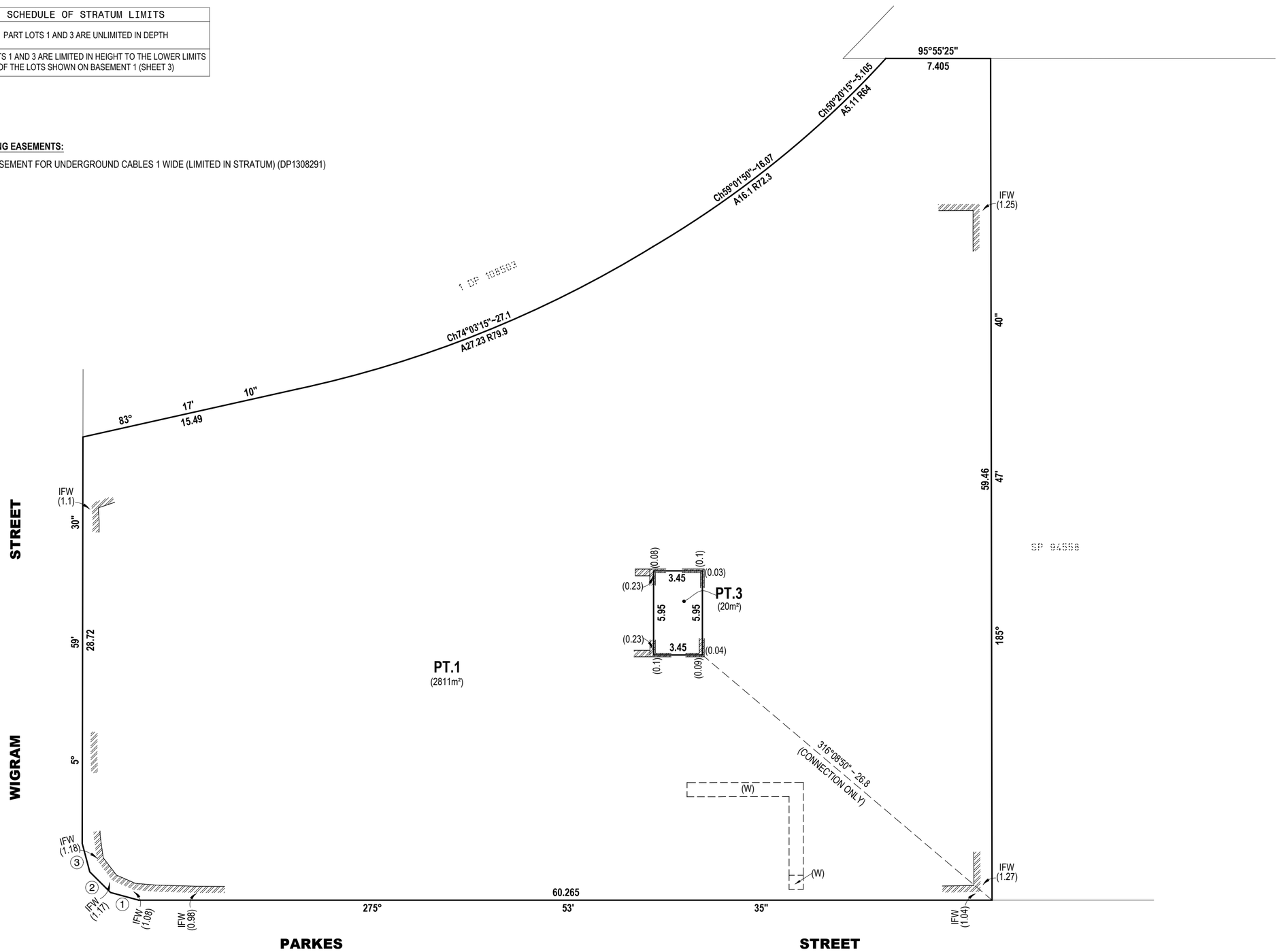
SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
1	290°54'15"	2.07
2	320°55'15"	2.07
3	350°56'15"	2.07

SCHEDULE OF STRATUM LIMITS
PART LOTS 1 AND 3 ARE UNLIMITED IN DEPTH
PART LOTS 1 AND 3 ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON BASEMENT 1 (SHEET 3)

MGA SCIMS

EXISTING EASEMENTS:

(W) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (LIMITED IN STRATUM) (DP1308291)



DENOTES EASEMENT

IFW DENOTES INSIDE FACE OF SHOTCRETE WALL

BASEMENT 2 & BELOW

NOTE: ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 275°53'35" UNLESS OTHERWISE STATED.

HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Surveyor: SCOTT MACKEDIE Date: 1 AUG 2024 Surveyor's Ref: 7873	PLAN OF SUBDIVISION OF LOT 1 IN DP1267012	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 20/09/2024	DP1275034

Req:R540317 /Doc:DP 1275034 P /Rev:20-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:2 of 24
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SCHEDULE OF SHORT LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
1	290°54'15"	2.07		
2	320°55'15"	2.07		
3	350°56'15"	2.07		
4	140°53'35"	1.415	1.57	1
5	149°21'	0.195		
6	329°21'	0.195		
7	243°03'	0.33		
8	243°03'	0.335		
9	152°50'	2.07		
10	242°50'	2.65		
11	332°50'	2.07		
12	62°50'	2.65		

SCHEDULE OF STRATUM LIMITS	
S#	DEPTH LIMITATION
S1	RL 3.72
PART LOTS 1, 2 AND 3 ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON GROUND LEVEL (SHEET 4 & 5)	
STRATUM LIMITS DENOTED 'IP' ARE LIMITED IN DEPTH TO THE INCLINED PLANE DEFINED BY THE REDUCED LEVELS AS SHOWN 'RL#'	

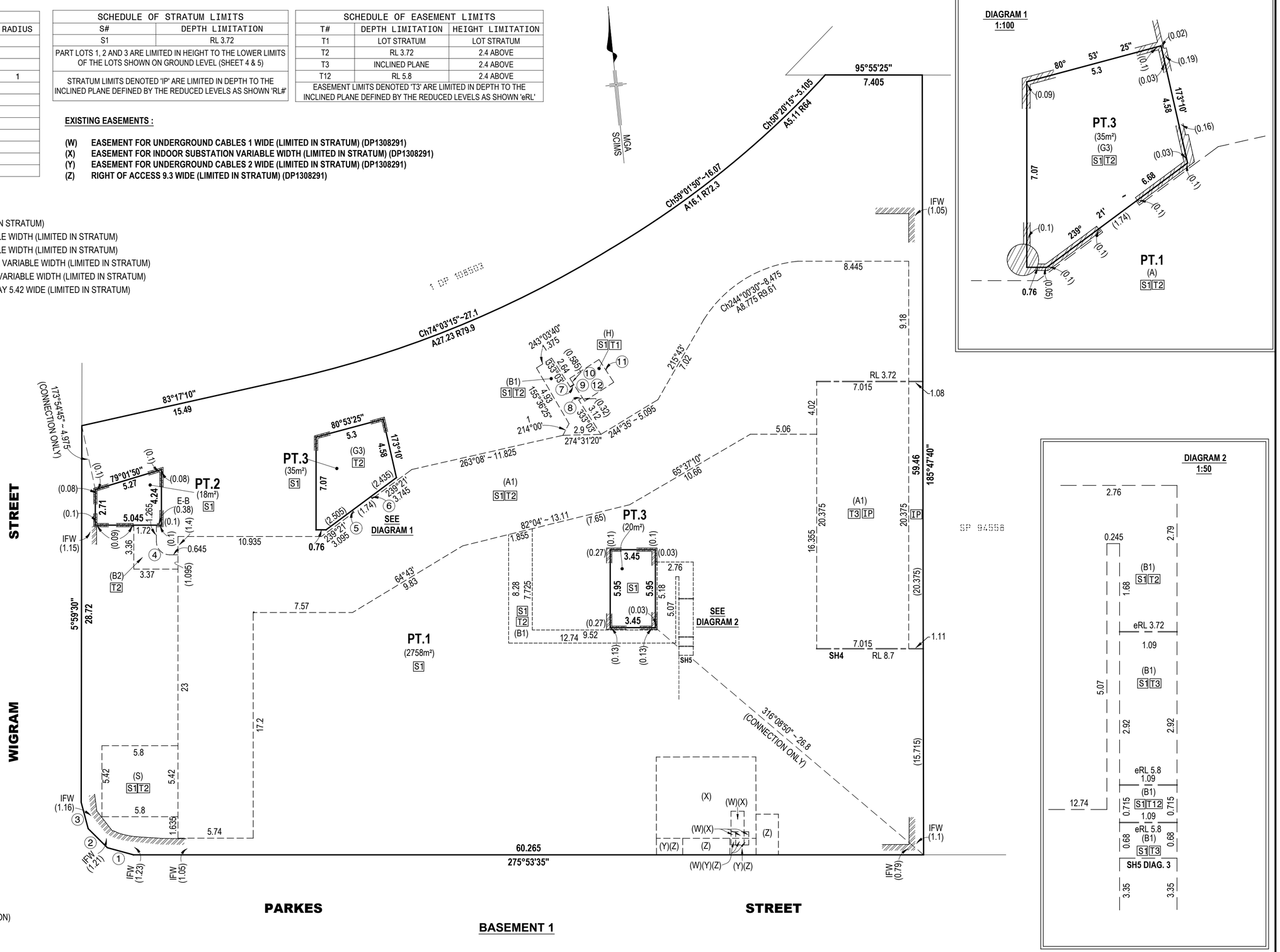
SCHEDULE OF EASEMENT LIMITS		
T#	DEPTH LIMITATION	HEIGHT LIMITATION
T1	LOT STRATUM	LOT STRATUM
T2	RL 3.72	2.4 ABOVE
T3	INCLINED PLANE	2.4 ABOVE
T12	RL 5.8	2.4 ABOVE
EASEMENT LIMITS DENOTED 'T3' ARE LIMITED IN DEPTH TO THE INCLINED PLANE DEFINED BY THE REDUCED LEVELS AS SHOWN 'eRL'		

EXISTING EASEMENTS :

(W) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (LIMITED IN STRATUM) (DP1308291)
(X) EASEMENT FOR INDOOR SUBSTATION VARIABLE WIDTH (LIMITED IN STRATUM) (DP1308291)
(Y) EASEMENT FOR UNDERGROUND CABLES 2 WIDE (LIMITED IN STRATUM) (DP1308291)
(Z) RIGHT OF ACCESS 9.3 WIDE (LIMITED IN STRATUM) (DP1308291)

CREATED EASEMENTS :

(A1) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B1) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B2) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(G3) EASEMENT TO USE GARBAGE STORAGE AREA VARIABLE WIDTH (LIMITED IN STRATUM)
(H) EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM)
(S) EASEMENT TO ACCESS AND USE CAR WASH BAY 5.42 WIDE (LIMITED IN STRATUM)



DENOTES STRATUM LIMIT
DENOTES EASEMENT

IFW DENOTES INSIDE FACE OF SHOTCRETE WALL
SH# JOINS TO SHEET # (SEE SHEET # FOR CONTINUATION)

BASEMENT 1

NOTE: ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 275°53'35" UNLESS OTHERWISE STATED.

HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Surveyor: SCOTT MACKEDIE Date: 1 AUG 2024 Surveyor's Ref: 7873	PLAN OF SUBDIVISION OF LOT 1 IN DP1267012	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 20/09/2024	DP1275034

Req:R540317 /Doc:DP 1275034 P /Rev:20-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:3 of 24
© Office of the Registrar-General /Src:InfoTrack /Ref:2026312

CREATED EASEMENTS :

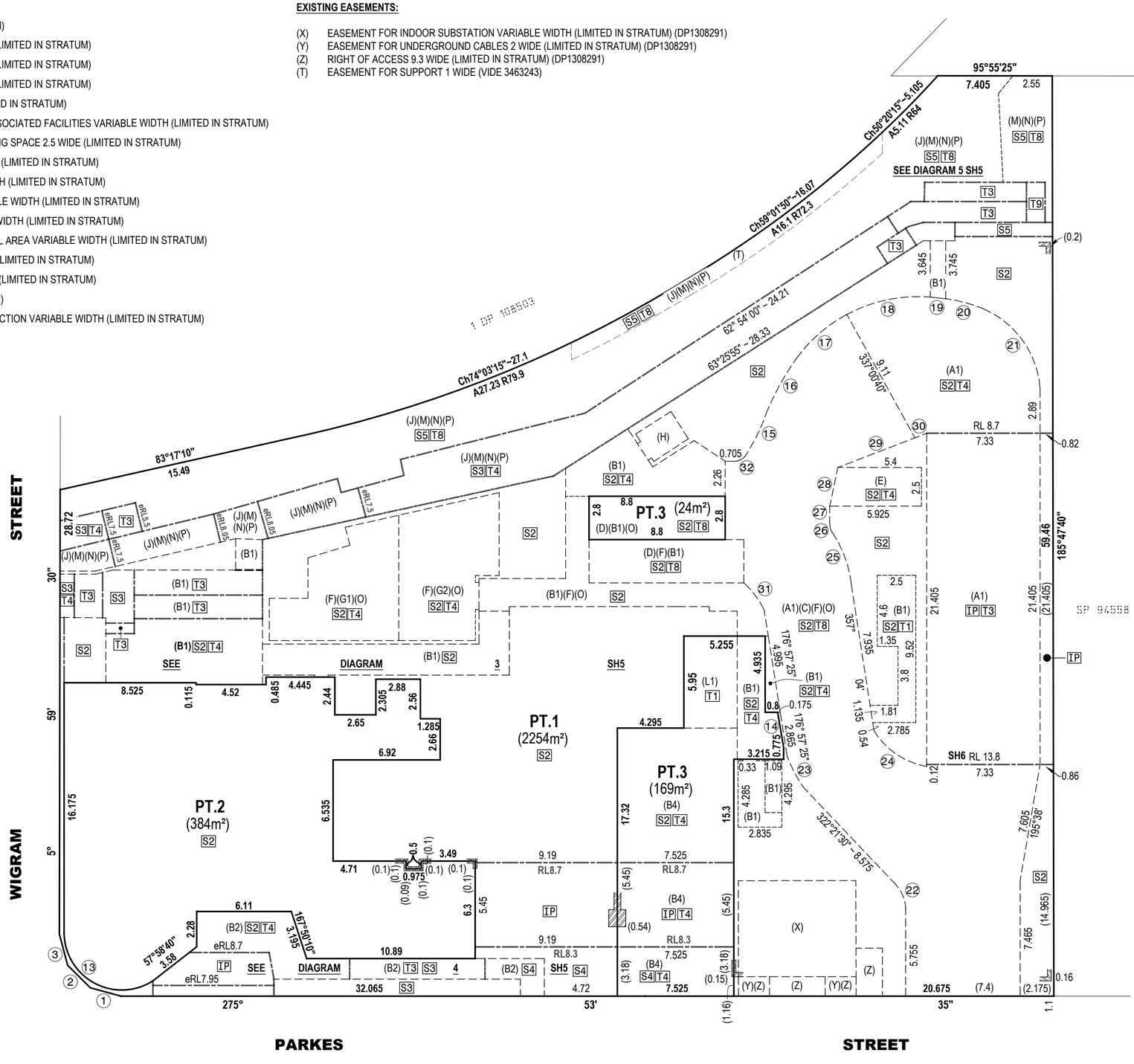
(A1) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B1) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B2) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B4) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(C) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(D) EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM)
(E) EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE 2.5 WIDE (LIMITED IN STRATUM)
(F) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
(G1) EASEMENT TO USE BULK STORAGE AREA VARIABLE WIDTH (LIMITED IN STRATUM)
(G2) EASEMENT TO USE GARBAGE COLLECTION AREA VARIABLE WIDTH (LIMITED IN STRATUM)
(H) EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM)
(J) EASEMENT TO ACCESS BY FOOT AND USE RECREATIONAL AREA VARIABLE WIDTH (LIMITED IN STRATUM)
(L1) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM)
(M) EASEMENT FOR OVERLAND FLOWPATH VARIABLE WIDTH (LIMITED IN STRATUM)
(N) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM)
(O) EASEMENT FOR PRIVATE CONTRACTOR GARBAGE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
(P) POSITIVE COVENANT (LIMITED IN STRATUM)

EXISTING EASEMENTS:

(X) EASEMENT FOR INDOOR SUBSTATION VARIABLE WIDTH (LIMITED IN STRATUM) (DP1308291)
(Y) EASEMENT FOR UNDERGROUND CABLES 2 WIDE (LIMITED IN STRATUM) (DP1308291)
(Z) RIGHT OF ACCESS 9.3 WIDE (LIMITED IN STRATUM) (DP1308291)
(T) EASEMENT FOR SUPPORT 1 WIDE (VIDE 3463243)

SCHEDULE OF STRATUM LIMITS	
S#	DEPTH LIMITATION
S2	RL 8.7
S3	RL 7.5
S4	RL 8.3
S5	RL 5.5
PART LOTS 1, 2 AND 3 ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 1 (SHEET 6)	
STRATUM LIMITS DENOTED 'IP' ARE LIMITED IN DEPTH TO THE INCLINED PLANE DEFINED BY THE REDUCED LEVELS AS SHOWN 'RL#'	

SCHEDULE OF EASEMENT LIMITS		
T#	DEPTH LIMITATION	HEIGHT LIMITATION
T1	LOT STRATUM	LOT STRATUM
T3	INCLINED PLANE	2.4 ABOVE
T4	LOT STRATUM	2.4 ABOVE
T5	RL 8.5	2.4 ABOVE
T6	RL 8.1	2.4 ABOVE
T7	RL 8.05	2.4 ABOVE
T8	LOT STRATUM	4.5 ABOVE
T9	RL 6.9	2.4 ABOVE
EASEMENT LIMITS DENOTED 'T3' ARE LIMITED IN DEPTH TO THE INCLINED PLANE DEFINED BY THE REDUCED LEVELS AS SHOWN 'eRL'		



DENOTES STRATUM LIMIT
DENOTES EASEMENT

IFW DENOTES INSIDE FACE OF SHOTCRETE WALL
SH# JOINS TO SHEET # (SEE SHEET # FOR CONTINUATION)

GROUND FLOOR

SCHEDULE OF SHORT LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
1	290°54'15"	2.07		
2	320°55'15"	2.07		
3	350°56'15"	2.07		
13	124°07'15"	6.515	7.945	3.72
14	356°00'15"	2.29		
15	32°01'55"	3.275	3.285	13.175
16	34°57'15"	3.86	3.865	18.445
17	54°44'20"	4.35	4.385	9.71
18	84°08'25"	5.505	5.58	9.71
19	101°45'10"	1.005		
20	110°35'30"	2.43	2.44	9.655
21	150°01'50"	6.4	6.735	6.115
22	161°13'15"	1.67	1.7	2.58
23	158°14'45"	2.275	2.28	9.68
24	129°57'50"	4.105	4.225	5.04
25	165°30'30"	3.565	3.6	7.465
26	171°28'45"	0.585	0.59	1.135
27	5°53'35"	1.125		
28	26°54'	2.68		
29	74°50'	5.33		
30	74°50'	0.815		
31	329°21'	2.225	2.24	5.555
32	67°24'20"	0.64	0.65	0.975
33	262°53'35"	0.465		
34	262°53'35"	0.715		
35	5°53'35"	0.11		
36	5°53'35"	1.75		
37	5°53'35"	0.25		
38	(63°25'55"	0.93)		
39	(63°25'55"	4.755)		
40	152°28'30"	1.145		
41	152°28'30"	1.275		
42	152°28'30"	0.52		
43	63°25'45"	3.165		
44	129°31'35"	2.415		
45	242°00'55"	0.25		
46	332°28'30"	0.27		
47	62°40'35"	2.67		
48	333°25'55"	2.095		
49	63°19'55"	2.705		
50	332°28'30"	0.59		
51	64°06'20"	0.25		
52	275°53'35"	2.04		
53	153°19'20"	1.295		
54	153°25'55"	1.265		
55	242°42'	2.4		
56	333°14'25"	1.27		
57	242°54'	1.79		
59	80°16'	1.025		

NOTE: ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 275°53'35" UNLESS OTHERWISE STATED.

HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Surveyor:
SCOTT MACKEDIE
Date: 1 AUG 2024
Surveyor's Ref: 7873

PLAN OF SUBDIVISION OF LOT 1 IN DP1267012

L G A: CITY OF PARRAMATTA
Locality: HARRIS PARK
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
20/09/2024

DP1275034

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MGA SCIMS

DIAGRAM 3
1:100

STREET

WIGRAM

Ch74°03'15"~27.1
A27.23 R79.9
83° 17' 10"
15.49

PT.1
(2254m²)
S2

PT.2
(384m²)
S2

PT.3
(24m²)
S2 T8

PT.3
(169m²)
S2

FACE OF 8.525 MULLION WALL

DIAGRAM 4
1:100

PT.1
(2254m²)

PT.2
(384m²)
S2

FACE OF BRICK WALL
FACE OF MULLION
FACE OF SLAB

PARKES STREET

DIAGRAM 5
1:100

PT.1
(2254m²)

Ch150°20'15"~5.105
A5.11 R64

95°55'25" ~ 7.405

SH3

REFER TO SHEET 4 FOR EASEMENT DESCRIPTIONS, STRATUM LIMITATIONS AND NOTES AT GROUND FLOOR

Surveyor: SCOTT MACKEDIE Date: 1 AUG 2024 Surveyor's Ref: 7873	PLAN OF SUBDIVISION OF LOT 1 IN DP1267012	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: AS SHOWN Lengths are in metres.	REGISTERED 20/09/2024	DP1275034

SCHEDULE OF SHORT LINES				
1	290°54'15"	2.07		
2	320°55'15"	2.07		
3	350°56'15"	2.07		
60	75°56'45"	7.16	7.31	10.495
61	136°45'05"	8.17	8.8	6.655
62	44°42'35"	2.235	2.56	1.44
63	143°40'10"	1.615	1.735	1.33
64	59°55'10"	2.165	2.34	1.725
65	140°53'35"	2.83	3.14	2
66	351°11'20"	1.07		
67	192°06'	1.915		

SCHEDULE OF STRATUM LIMITS	
S#	DEPTH LIMITATION
S14	RL 13.8
PART LOTS 1 AND 3 ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 2 (SHEET 7)	
STRATUM LIMITS DENOTED 'IP' ARE LIMITED IN DEPTH TO THE INCLINED PLANE DEFINED BY THE REDUCED LEVELS AS SHOWN 'RL#'	

SCHEDULE OF EASEMENT LIMITS		
T#	DEPTH LIMITATION	HEIGHT LIMITATION
T1	LOT STRATUM	LOT STRATUM
T3	INCLINED PLANE	2.4 ABOVE
T4	LOT STRATUM	2.4 ABOVE
EASEMENT LIMITS DENOTED 'T3' ARE LIMITED IN DEPTH TO THE INCLINED PLANE DEFINED BY THE REDUCED LEVELS AS SHOWN 'eRL'		

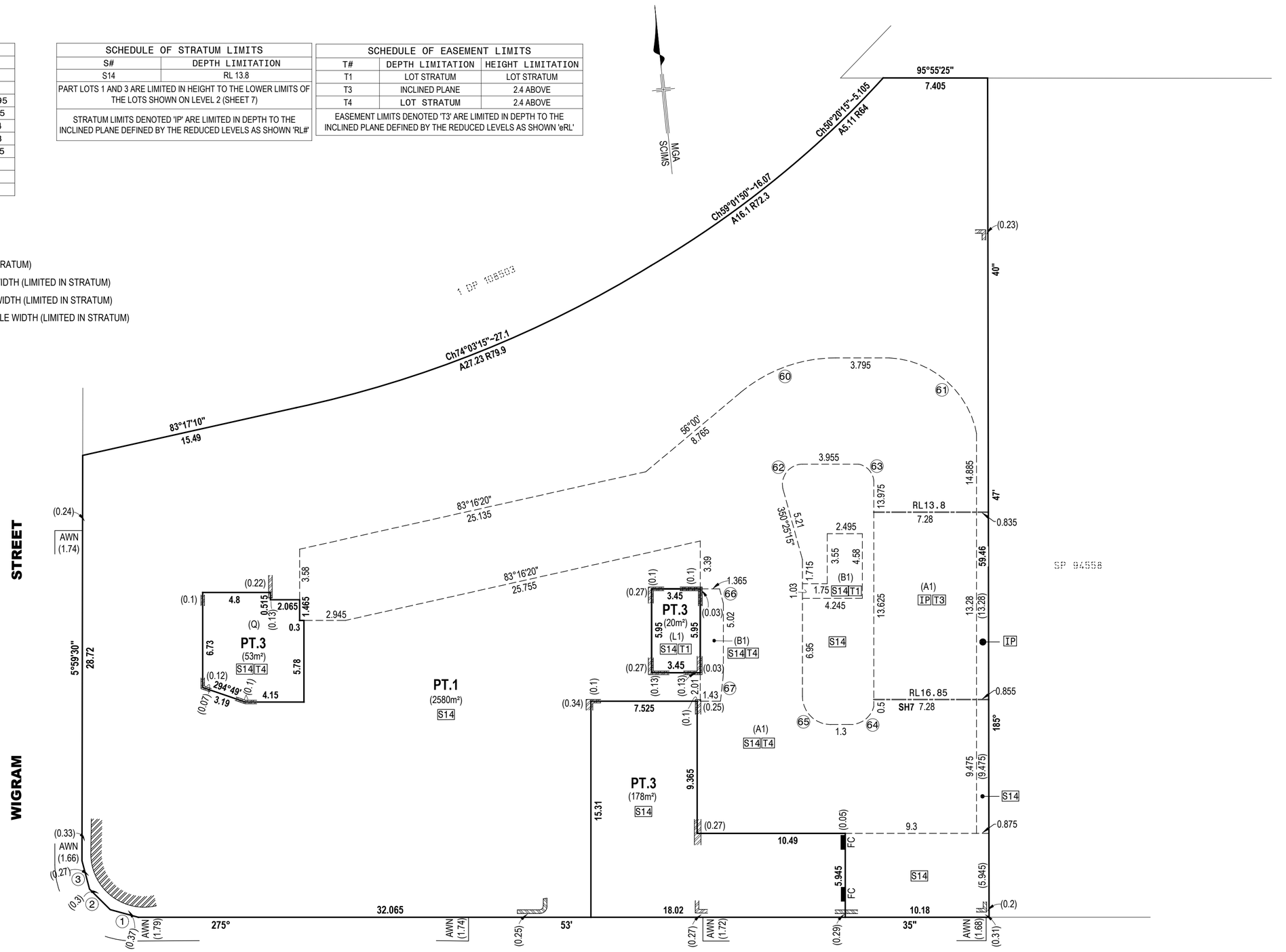
CREATED EASEMENTS:

(A1) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(B1) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(L1) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM)

(Q) EASEMENT TO USE END OF TRIP FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM)



DENOTES STRATUM LIMIT

DENOTES EASEMENT

FC DENOTES FACE OF COLUMN

SH# JOINS TO SHEET # (SEE SHEET # FOR CONTINUATION)

LEVEL 1

NOTE: ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 275°53'35" UNLESS OTHERWISE STATED.

HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Surveyor: SCOTT MACKEDIE Date: 1 AUG 2024 Surveyor's Ref: 7873	PLAN OF SUBDIVISION OF LOT 1 IN DP1267012	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 20/09/2024	DP1275034

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SCHEDULE OF SHORT LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
1	290°54'15"	2.07		
2	320°55'15"	2.07		
3	350°56'15"	2.07		
67	12°05'55"	1.915		
68	174°12'	1.63	1.645	3.835
69	127°39'45"	4.315	4.585	3.835
70	59°55'10"	2.165	2.34	1.725
71	140°53'35"	2.83	3.14	2
72	224°42'35"	2.235	2.56	1.44
73	323°40'10"	1.615	1.735	1.33
74	351°11'20"	4.015		
75	311°45'30"	0.89	0.955	0.735

SCHEDULE OF STRATUM LIMITS	
S#	DEPTH LIMITATION
S6	RL 16.85
PART LOTS 1, 2, 3 AND 4 ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 3 (SHEET 8)	
STRATUM LIMITS DENOTED 'IP' ARE LIMITED IN DEPTH TO THE INCLINED PLANE DEFINED BY THE REDUCED LEVELS AS SHOWN 'RL#'	

SCHEDULE OF EASEMENT LIMITS		
T#	DEPTH LIMITATION	HEIGHT LIMITATION
T1	LOT STRATUM	LOT STRATUM
T3	INCLINED PLANE	2.4 ABOVE
T11	RL 16.85	2.4 ABOVE
EASEMENT LIMITS DENOTED 'T3' ARE LIMITED IN DEPTH TO THE INCLINED PLANE DEFINED BY THE REDUCED LEVELS AS SHOWN 'eRL'		

CREATED EASEMENTS:

(A1) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(B1) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(B3) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(L1) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM)

(Q) EASEMENT TO USE END OF TRIP FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM)

(K) EASEMENT TO ACCESS AND USE BIKE RACKS VARIABLE WIDTH (LIMITED IN STRATUM)

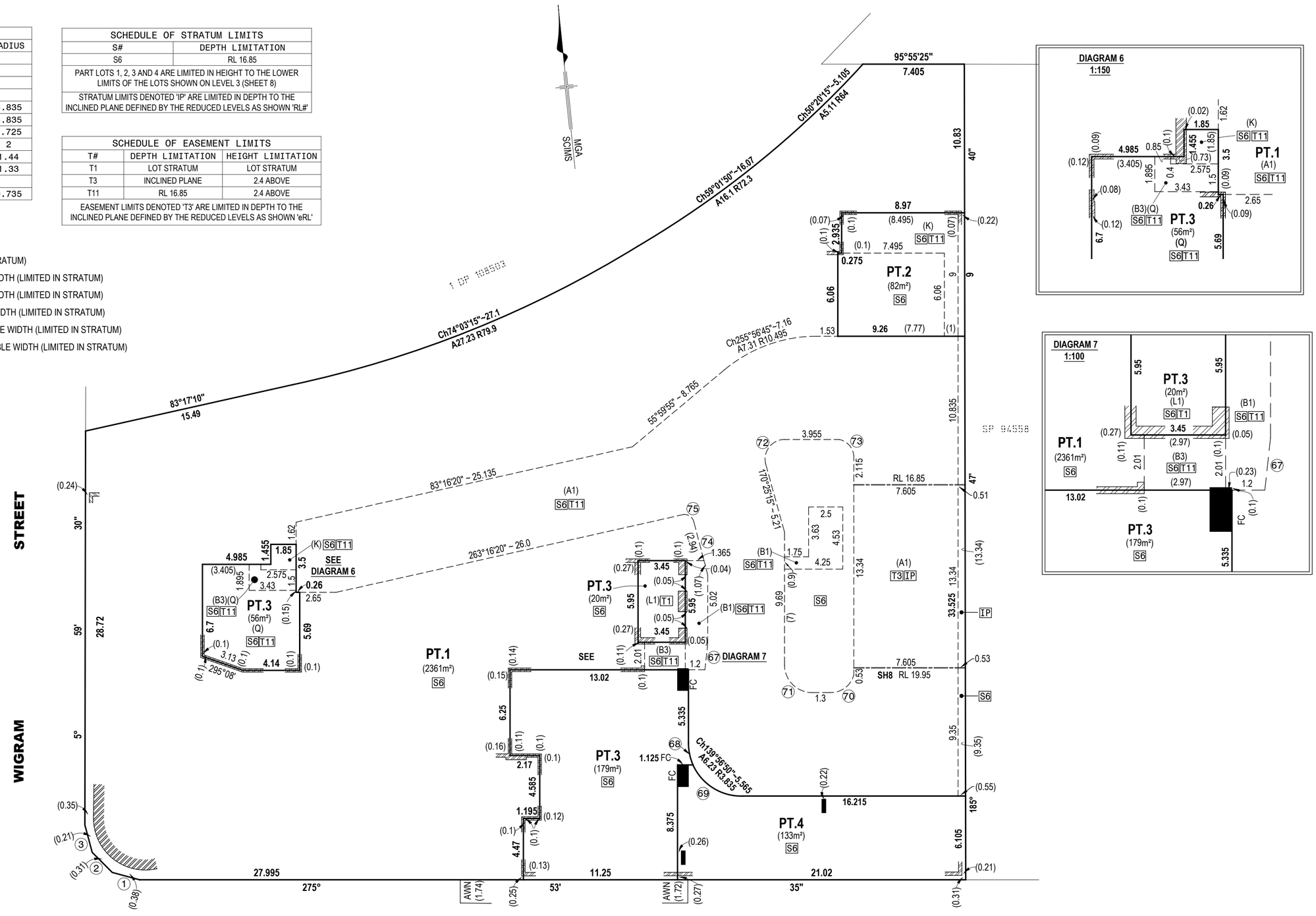


DIAGRAM 6
1:150

DIAGRAM 7
1:100

DENOTES STRATUM LIMIT

DENOTES EASEMENT

FC DENOTES FACE OF COLUMN

SH# JOINS TO SHEET # (SEE SHEET # FOR CONTINUATION)

LEVEL 2

NOTE: ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 275°53'35" UNLESS OTHERWISE STATED.

HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Surveyor:
SCOTT MACKEDIE
Date: 1 AUG 2024
Surveyor's Ref: 7873

PLAN OF SUBDIVISION OF LOT 1 IN DP1267012

L G A: CITY OF PARRAMATTA
Locality: HARRIS PARK
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
20/09/2024

DP1275034

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SCHEDULE OF SHORT LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
1	290°54'15"	2.07		
2	320°55'15"	2.07		
3	350°56'15"	2.07		
67	12°05'55"	1.915		
76	59°55'10"	2.165	2.34	1.725
77	139°29'45"	2.9	3.17	2.185

SCHEDULE OF STRATUM LIMITS	
S#	DEPTH LIMITATION
S7	RL 19.95
PART LOTS 1 AND 3 ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 4 (SHEET 9)	

SCHEDULE OF EASEMENT LIMITS		
T#	DEPTH LIMITATION	HEIGHT LIMITATION
T1	LOT STRATUM	LOT STRATUM
T4	LOT STRATUM	2.4 ABOVE

CREATED EASEMENTS :

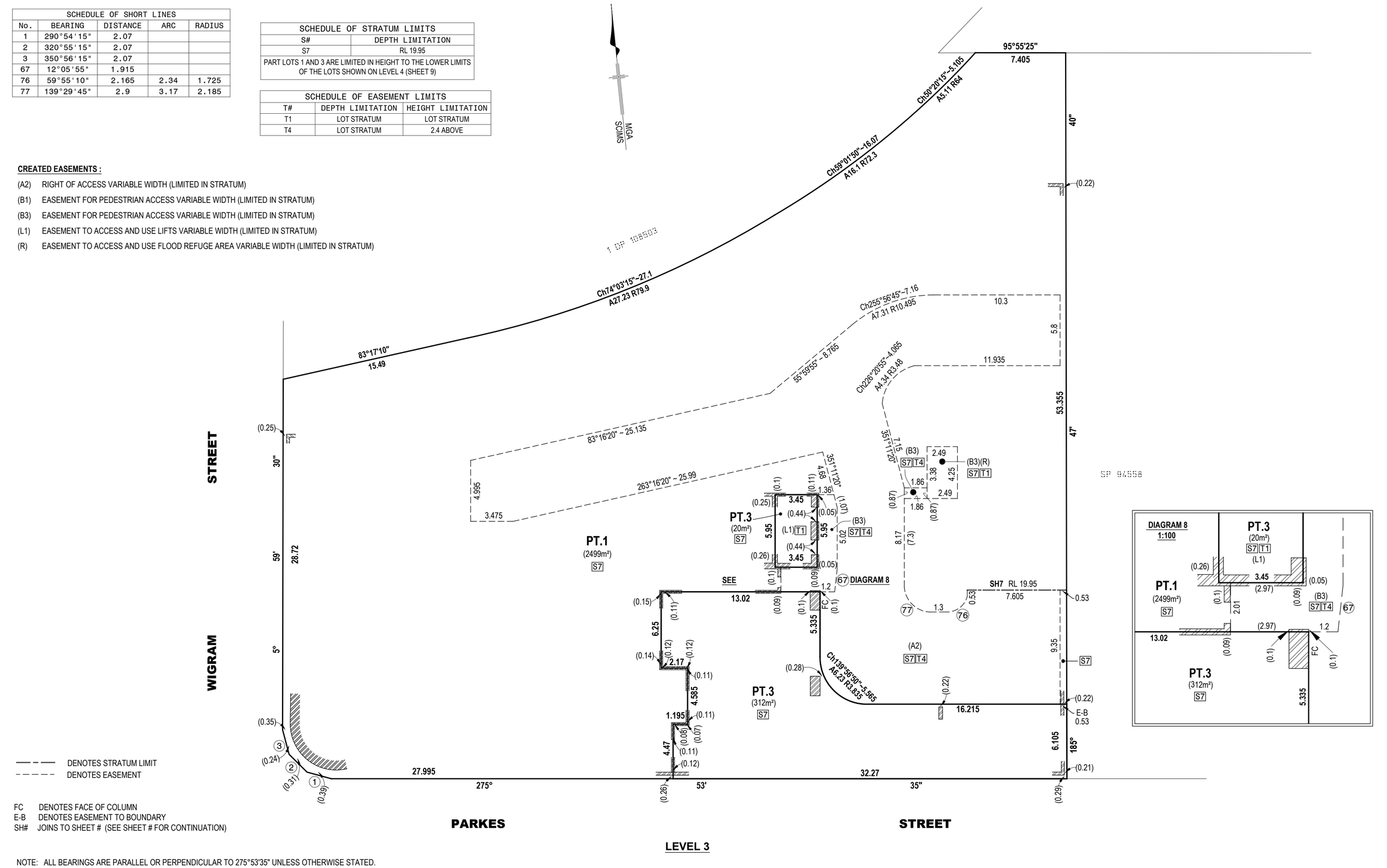
(A2) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(B1) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(B3) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(L1) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM)

(R) EASEMENT TO ACCESS AND USE FLOOD REFUGE AREA VARIABLE WIDTH (LIMITED IN STRATUM)



DENOTES STRATUM LIMIT

DENOTES EASEMENT

FC DENOTES FACE OF COLUMN

E-B DENOTES EASEMENT TO BOUNDARY

SH# JOINS TO SHEET # (SEE SHEET # FOR CONTINUATION)

LEVEL 3

NOTE: ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 275°53'35" UNLESS OTHERWISE STATED.

HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Surveyor:
SCOTT MACKEDIE
Date: 1 AUG 2024
Surveyor's Ref: 7873

PLAN OF SUBDIVISION OF LOT 1 IN DP1267012

L G A: CITY OF PARRAMATTA
Locality: HARRIS PARK
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
20/09/2024

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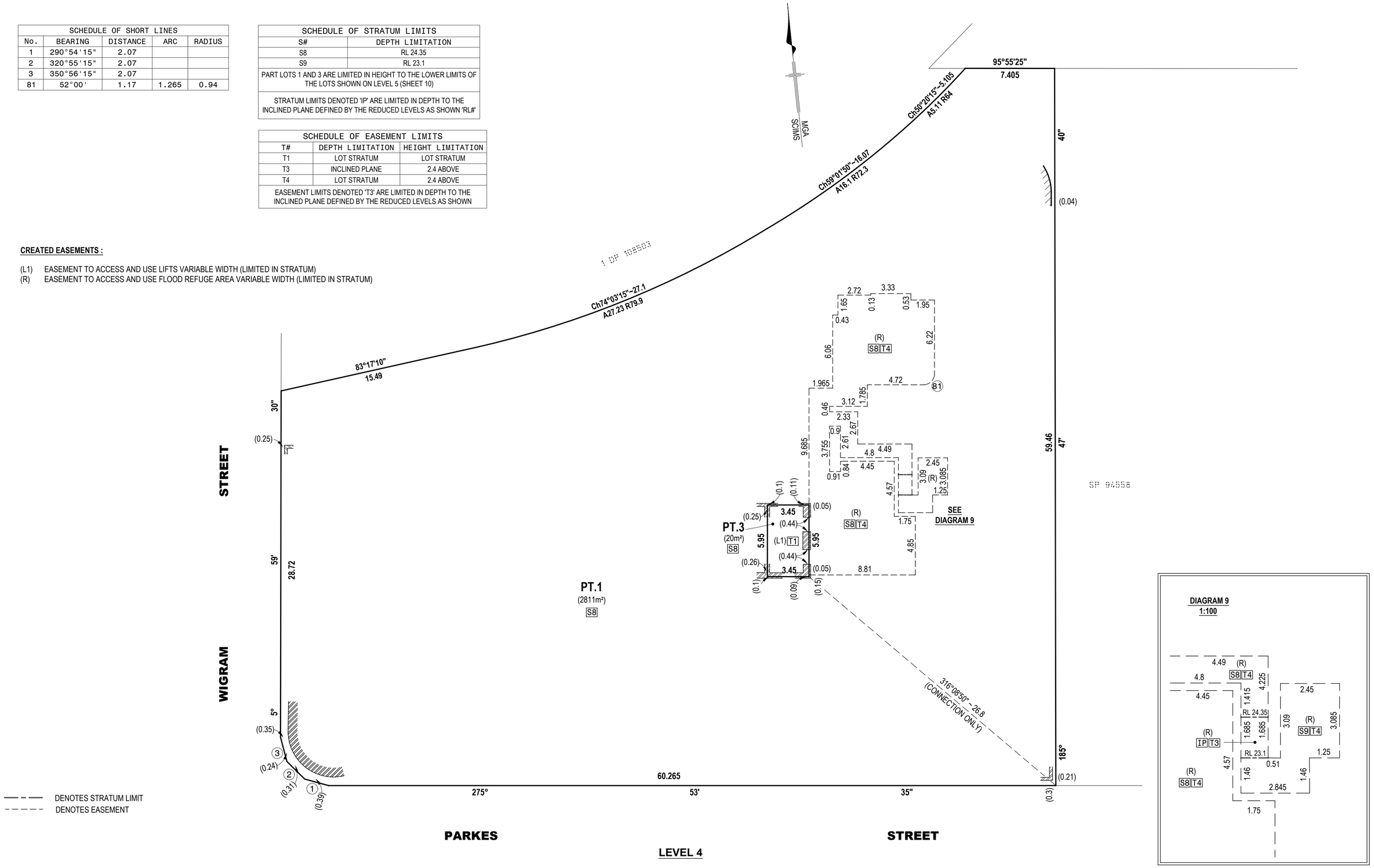
SCHEDULE OF SHORT LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
1	290°54'15"	2.07		
2	320°55'15"	2.07		
3	350°56'15"	2.07		
81	52°00'	1.17	1.265	0.94

SCHEDULE OF STRATUM LIMITS	
S#	DEPTH LIMITATION
S8	RL 24.35
S9	RL 23.1
PART LOTS 1 AND 3 ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 5 (SHEET 10)	
STRATUM LIMITS DENOTED 'IP' ARE LIMITED IN DEPTH TO THE INCLINED PLANE DEFINED BY THE REDUCED LEVELS AS SHOWN 'RL#'	

SCHEDULE OF EASEMENT LIMITS		
T#	DEPTH LIMITATION	HEIGHT LIMITATION
T1	LOT STRATUM	LOT STRATUM
T3	INCLINED PLANE	2.4 ABOVE
T4	LOT STRATUM	2.4 ABOVE
EASEMENT LIMITS DENOTED 'T3' ARE LIMITED IN DEPTH TO THE INCLINED PLANE DEFINED BY THE REDUCED LEVELS AS SHOWN		

CREATED EASEMENTS :

(L1) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM)
(R) EASEMENT TO ACCESS AND USE FLOOD REFUGE AREA VARIABLE WIDTH (LIMITED IN STRATUM)



LEVEL 4

DIAGRAM 9
1:100

NOTE: ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 275°53'35" UNLESS OTHERWISE STATED.

HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Surveyor: SCOTT MACKEDIE Date: 1 AUG 2024 Surveyor's Ref: 7873	PLAN OF SUBDIVISION OF LOT 1 IN DP1267012	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 20/09/2024	DP1275034

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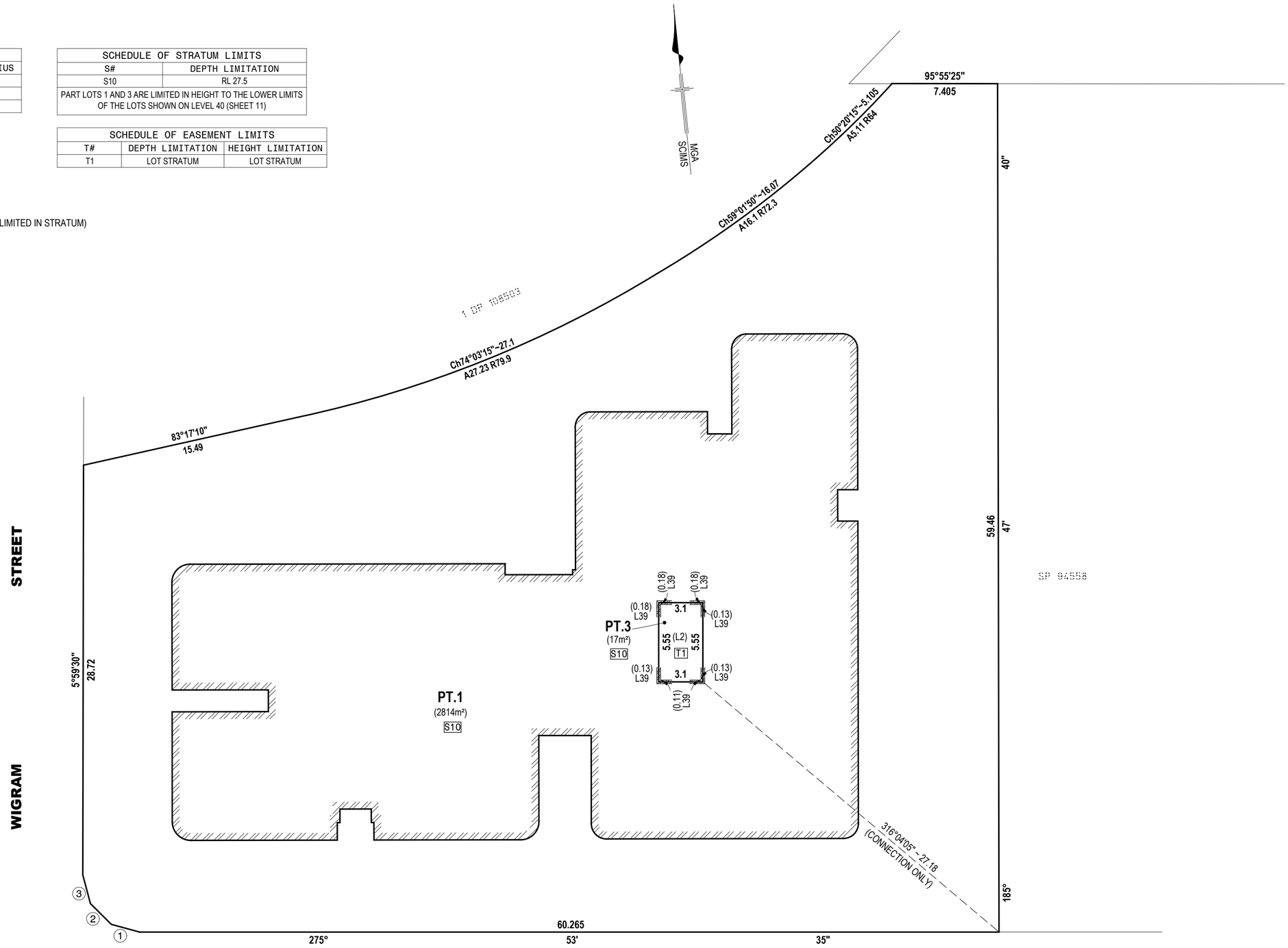
SCHEDULE OF SHORT LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
1	290°54'15"	2.07		
2	320°55'15"	2.07		
3	350°56'15"	2.07		

SCHEDULE OF STRATUM LIMITS	
S#	DEPTH LIMITATION
S10	RL 27.5
PART LOTS 1 AND 3 ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 40 (SHEET 11)	

SCHEDULE OF EASEMENT LIMITS		
T#	DEPTH LIMITATION	HEIGHT LIMITATION
T1	LOT STRATUM	LOT STRATUM

CREATED EASEMENTS :

(L2) EASEMENT TO ACCESS AND USE LIFTS 5.55 WIDE (LIMITED IN STRATUM)



LEVELS 5 - 39

L39 DENOTES OFFSET SHOWN AT LEVEL 39

NOTE: ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 275°53'35" UNLESS OTHERWISE STATED.

HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Surveyor: SCOTT MACKEDIE Date: 1 AUG 2024 Surveyor's Ref: 7873	PLAN OF SUBDIVISION OF LOT 1 IN DP1267012	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 20/09/2024	DP1275034

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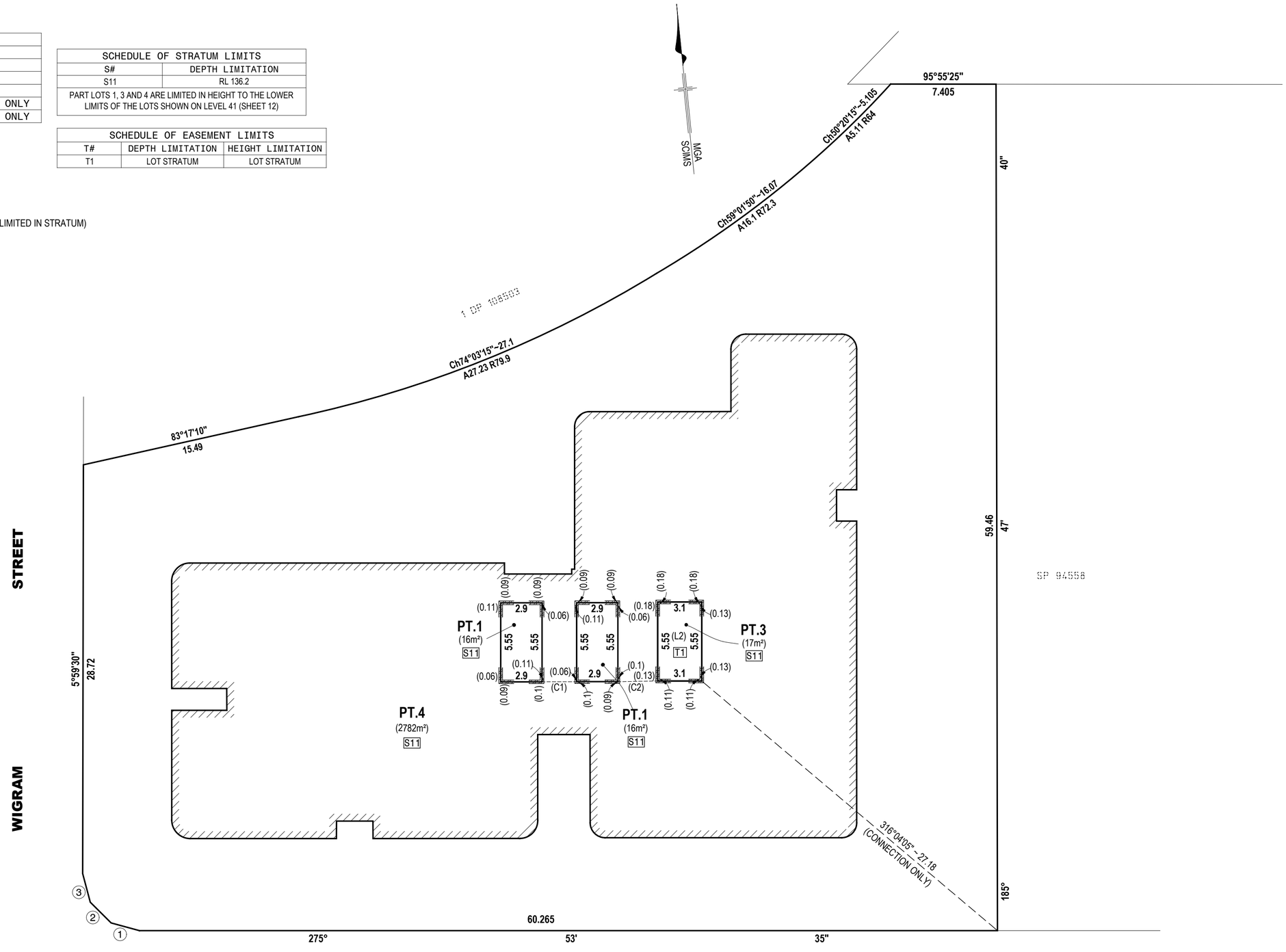
SCHEDULE OF SHORT LINES			
No.	BEARING	DISTANCE	
1	290°54'15"	2.07	
2	320°55'15"	2.07	
3	350°56'15"	2.07	
C1	275°40'	2.43	CONNECTION ONLY
C2	274°53'45"	2.79	CONNECTION ONLY

SCHEDULE OF STRATUM LIMITS	
S#	DEPTH LIMITATION
S11	RL 136.2
PART LOTS 1, 3 AND 4 ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 41 (SHEET 12)	

SCHEDULE OF EASEMENT LIMITS		
T#	DEPTH LIMITATION	HEIGHT LIMITATION
T1	LOT STRATUM	LOT STRATUM

CREATED EASEMENTS :

(L2) EASEMENT TO ACCESS AND USE LIFTS 5.55 WIDE (LIMITED IN STRATUM)



LEVEL 40

NOTE: ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 275°53'35" UNLESS OTHERWISE STATED.

HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Surveyor: SCOTT MACKEDIE Date: 1 AUG 2024 Surveyor's Ref: 7873	PLAN OF SUBDIVISION OF LOT 1 IN DP1267012	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 20/09/2024	DP1275034

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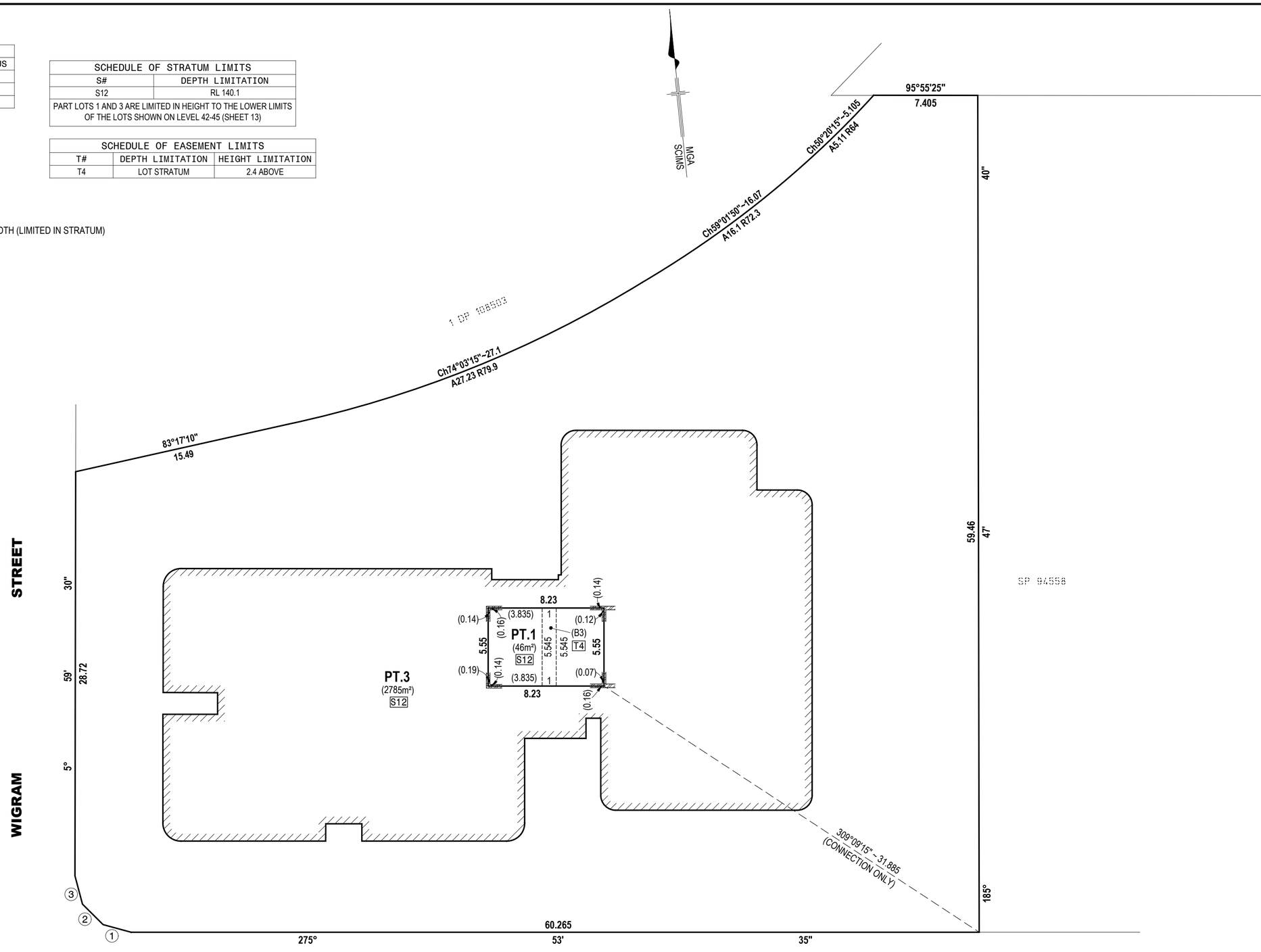
SCHEDULE OF SHORT LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
1	290°54'15"	2.07		
2	320°55'15"	2.07		
3	350°56'15"	2.07		

SCHEDULE OF STRATUM LIMITS	
S#	DEPTH LIMITATION
S12	RL 140.1
PART LOTS 1 AND 3 ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 42-45 (SHEET 13)	

SCHEDULE OF EASEMENT LIMITS		
T#	DEPTH LIMITATION	HEIGHT LIMITATION
T4	LOT STRATUM	2.4 ABOVE

CREATED EASEMENTS :

(B3) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)



LEVEL 41

NOTE: ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 275°53'35" UNLESS OTHERWISE STATED.

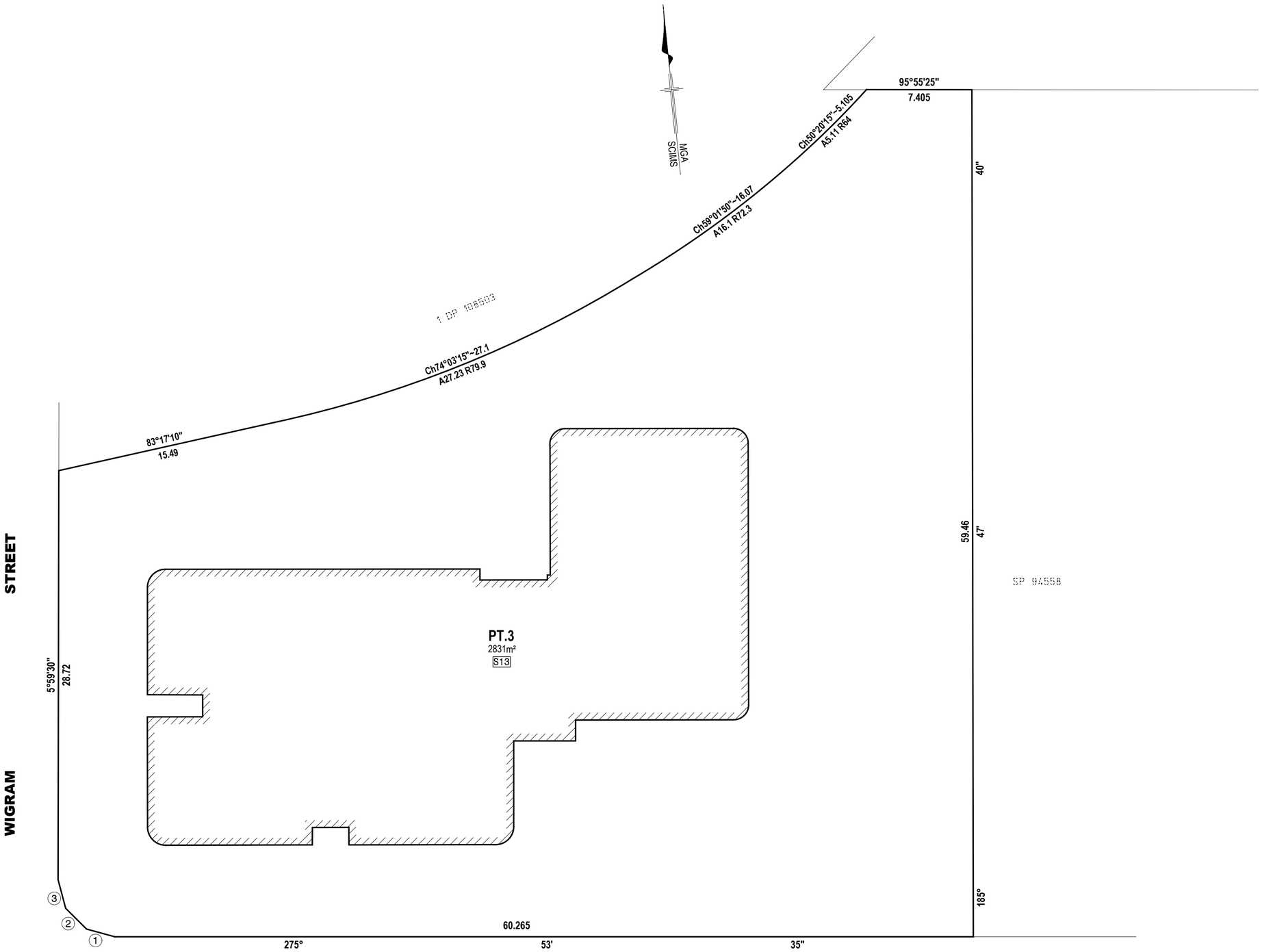
HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Surveyor:	PLAN OF SUBDIVISION OF LOT 1 IN DP1267012	L G A: CITY OF PARRAMATTA	REGISTERED	DP1275034
SCOTT MACKEDIE		Locality: HARRIS PARK	20/09/2024	
Date: 1 AUG 2024		Reduction Ratio: 1:200		
Surveyor's Ref: 7873		Lengths are in metres.		

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SCHEDULE OF SHORT LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
1	290°54'15"	2.07		
2	320°55'15"	2.07		
3	350°56'15"	2.07		

SCHEDULE OF STRATUM LIMITS	
S#	DEPTH LIMITATION
S13	RL 143.9
PART LOT 3 IS LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOT SHOWN ON ROOF (SHEET 14)	



LEVELS 42 - 45

NOTE: ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 275°53'35" UNLESS OTHERWISE STATED.

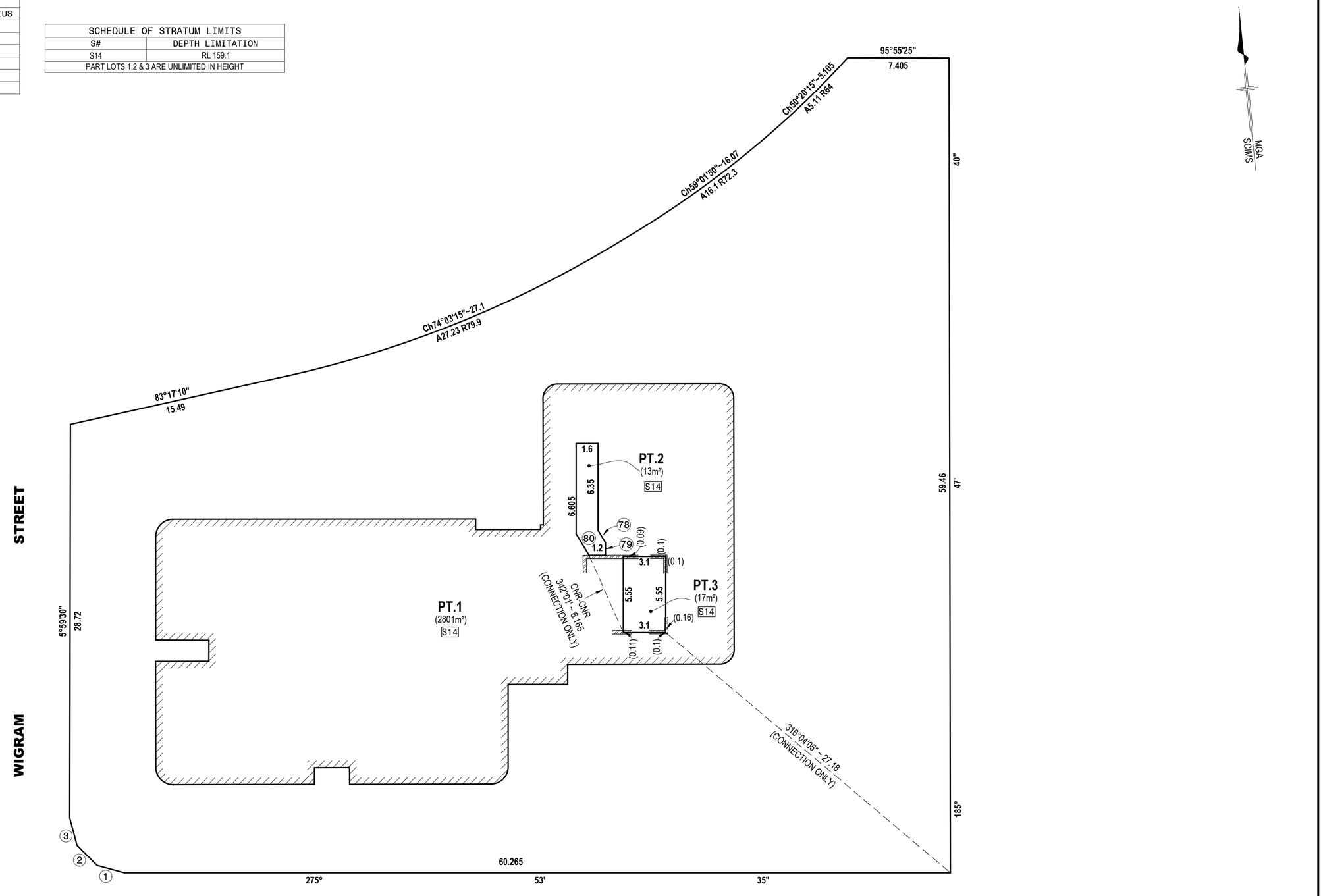
HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Surveyor: SCOTT MACKEDIE Date: 1 AUG 2024 Surveyor's Ref: 7873	PLAN OF SUBDIVISION OF LOT 1 IN DP1267012	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 20/09/2024	DP1275034

Req:R540317 /Doc:DP 1275034 P /Rev:20-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:13 of 24
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SCHEDULE OF SHORT LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
1	290°54'15"	2.07		
2	320°55'15"	2.07		
3	350°56'15"	2.07		
78	154°45'30"	1.05		
79	185°53'35"	0.915		
80	334°45'30"	1.82		

SCHEDULE OF STRATUM LIMITS	
S#	DEPTH LIMITATION
S14	RL 159.1
PART LOTS 1,2 & 3 ARE UNLIMITED IN HEIGHT	



ROOF LEVEL & ABOVE

NOTE: ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 275°53'35" UNLESS OTHERWISE STATED.

HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Surveyor: SCOTT MACKEDIE Date: 1 AUG 2024 Surveyor's Ref: 7873	PLAN OF SUBDIVISION OF LOT 1 IN DP1267012	L G A: CITY OF PARRAMATTA Locality: HARRIS PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 20/09/2024	DP1275034

Req:R540317 /Doc:DP 1275034 P /Rev:20-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:14 of 24
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PLAN FORM 6 (2020) **WARNING: Creasing or folding will lead to rejection**

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 20/09/2024

Title System: TORRENS

Office Use Only

DP 1275034

PLAN OF SUBDIVISION OF LOT 1 IN DP1267012

LGA: CITY OF PARRAMATTA

Locality: HARRIS PARK

Parish: ST JOHN

County: CUMBERLAND

Survey Certificate

I, SCOTT MACKEDIE

of SDG PTY LTD
P.O. Box 2572, NORTH PARRAMATTA 1750

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 01-08-2024, or

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....~~
~~.....)~~
~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X'-'Y'

Type: *Urban/~~*Rural~~

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

Signature: S.Mackedie Dated: 01-08-2024

Surveyor Identification No: SU009201
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, MARK LEOTTA

Authorised Person/~~General Manager/*Registered Certifier~~, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Registration number: .....

Consent Authority: CITY OF PARRAMATTA COUNCIL

Date of endorsement: 11/09/2024

Subdivision Certificate number: SC/104/2024

File number: .....

*Strike through if inapplicable.

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 11/09/2024

Plans used in the preparation of survey/compilation.

DP1267012

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

Surveyor's Reference: 7873

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

Req:R540317 /Doc:DP 1275034 P /Rev:20-Sep-2024 /NSW LRS /Prt:22-Jul-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 10 sheet(s)

Office Use Only

Registered: 20/09/2024

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DP 1275034

PLAN OF SUBDIVISION OF LOT 1 IN DP1267012

Subdivision Certificate number: SC/104/2024

Date of Endorsement: 11/09/2024

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.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1		Parkes	Street	Harris Park
2		Parkes	Street	Harris Park
3		Parkes	Street	Harris Park
4		Parkes	Street	Harris Park

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

1. RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (A1)
2. RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (A2)
3. EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (B1)
4. EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (B2)
5. EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (B3)
6. EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (B4)
7. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (C)
8. EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (D)
9. EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE 2.5 WIDE (LIMITED IN STRATUM) (E)
10. EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (F)
11. EASEMENT FOR PRIVATE CONTRACTOR GARBAGE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (O)
12. EASEMENT TO USE BULK STORAGE AREA VARIABLE WIDTH (LIMITED IN STRATUM) (G1)
13. EASEMENT TO USE GARBAGE COLLECTION AREA VARIABLE WIDTH (LIMITED IN STRATUM) (G2)
14. EASEMENT TO USE GARBAGE STORAGE AREA VARIABLE WIDTH (LIMITED IN STRATUM) (G3)
15. EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (H)
16. EASEMENT TO ACCESS BY FOOT AND USE RECREATIONAL AREA VARIABLE WIDTH (LIMITED IN STRATUM) (J)

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 11/09/2024



If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 10 sheet(s)

Office Use Only

Registered: 20/09/2024

Office Use Only

DP 1275034

PLAN OF SUBDIVISION OF LOT 1 IN DP1267012

Subdivision Certificate number: SC/104/2024

Date of Endorsement: 11/09/2024

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:

17. EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (L1)
18. EASEMENT TO ACCESS AND USE LIFTS 5.55 WIDE (LIMITED IN STRATUM) (L2)
19. EASEMENT FOR OVERLAND FLOWPATH VARIABLE WIDTH (LIMITED IN STRATUM) (M)
20. RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM) (N)
21. POSITIVE COVENANT (LIMITED IN STRATUM) (P)
22. EASEMENT TO USE END OF TRIP FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (Q)
23. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
24. EASEMENT FOR SERVICES (WHOLE OF LOT)
25. EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT)
26. EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)
27. EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)
28. EASEMENT FOR DRAINAGE (WHOLE OF LOT)
29. EASEMENT FOR CONSTRUCTION (WHOLE OF LOT)
30. EASEMENT FOR NOISE, DUST AND VIBRATION (WHOLE OF LOT)
31. EASEMENT FOR MAINTENANCE OF SERVICES (WHOLE OF LOT)
32. EASEMENT TO ACCESS AND USE FLOOD REFUGE AREA VARIABLE WIDTH (LIMITED IN STRATUM) (R)
33. EASEMENT TO ACCESS AND USE BIKE RACKS VARIABLE WIDTH (LIMITED IN STRATUM) (K)
34. EASEMENT TO ACCESS AND USE CAR WASH BAY 5.42 WIDE (LIMITED IN STRATUM) (S)

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 11/09/2024

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 10 sheet(s)

Registered: 20/09/2024 Office Use Only

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DP 1275034

PLAN OF SUBDIVISION OF LOT 1 IN DP1267012

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

EXECUTED by)
Parkes 88 Pty Ltd)
ACN 621 682 335)
in accordance with s127 of)
the Corporations Act 2001)

Andrew Hristo
Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

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Office Use Only

Registered: 20/09/2024

Office Use Only

DP 1275034

PLAN OF SUBDIVISION OF LOT 1 IN DP1267012

Subdivision Certificate number: SC/104/2024

Date of Endorsement: 11/09/2024

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.

Consent of Mortgagee – AR104973
ARDENT JOY OPPORTUNITY VI LIMITED

Executed by
ARDENT JOY OPPORTUNITY VI LIMITED)
ARBN 645 693 429 by the party's attorney)
pursuant to power of attorney registered Book)
4817 No 240 who states that no notice of)
revocation of the power of attorney has been)
received in the presence of:)

.....
Witness

Vicki Tina Patapis
Name of Witness (print)

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness (print)

.....
Attorney

Henry George Self
Name of Attorney (print)

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 11/09/2024

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 10 sheet(s)

Registered: 20/09/2024 Office Use Only

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DP 1275034

PLAN OF SUBDIVISION OF LOT 1 IN DP1267012

Subdivision Certificate number: SC/104/2024

Date of Endorsement: 11/09/2024

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.

Consent of Mortgagee – AS265095
NAVY SKY OPPORTUNITY IX LIMITED

Executed by:
NAVY SKY OPPORTUNITY IX LIMITED
ARBN 653 437 319 by the party's attorney
pursuant to power of attorney registered
Book 4817 No 240 who states that no notice
of revocation of the power of attorney has
been received in the presence of:

.....
Witness

Vicki Tina Patapis
Name of Witness (print)

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness (print)

.....
Attorney

Henry George Self
Name of Attorney (print)

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 11/09/2024

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

Req:R540317 /Doc:DP 1275034 P /Rev:20-Sep-2024 /NSW LRS /Prt:22-Jul-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of 10 sheet(s)

Office Use Only

Registered: 20/09/2024

Office Use Only

DP 1275034

PLAN OF SUBDIVISION OF LOT 1 IN DP1267012

Subdivision Certificate number: SC/104/2024

Date of Endorsement: 11/09/2024

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.

Consent of Mortgagee – AS751635
GOLDEN STRAIT DEVELOPMENT IX LIMITED

EXECUTED by:
GOLDEN STRAIT DEVELOPMENT IX LIMITED
ARBN 661 545 311 by the party's attorney pursuant
to power of attorney registered Book 4817 No 240
who states that no notice of revocation of the power
of attorney has been received in the presence of:

.....
Witness

.....
Attorney

Vicki Tina Patapis
Name of Witness (print)

Henry George Self
Name of Attorney (print)

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness (print)

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 11/09/2024

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 8 of 10 sheet(s)

Office Use Only

Registered: 20/09/2024

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DP 1275034

PLAN OF SUBDIVISION OF LOT 1 IN DP1267012

Subdivision Certificate number: SC/104/2024

Date of Endorsement: 11/09/2024

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.

Consent of Mortgagee – AT128782
GRAND PEAK DEVELOPMENT VI LIMITED

Executed by:
GRAND PEAK DEVELOPMENT VI LIMITED ARBN 663 282 451 by the party's attorney pursuant to power of attorney registered Book 4817 No 240 who states that no notice of revocation of the power of attorney has been received in the presence of:

.....
Witness

Vicki Tina Patapis
Name of Witness (print)

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness (print)

.....
Attorney

Henry George Self
Name of Attorney (print)

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 11/09/2024

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

Req:R540317 /Doc:DP 1275034 P /Rev:20-Sep-2024 /NSW LRS /Prt:22-Jul-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 9 of 10 sheet(s)

Registered: 20/09/2024 Office Use Only

Office Use Only

DP 1275034

PLAN OF SUBDIVISION OF LOT 1 IN DP1267012

Subdivision Certificate number: SC/104/2024

Date of Endorsement: 11/09/2024

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.

Consent of Mortgagee – AT867145
SOMERSET TOP DEVELOPMENT VI LIMITED

Executed by:
SOMERSET TOP DEVELOPMENT VI LIMITED
ARBN 672 951 834 by the party's attorney
pursuant to power of attorney registered
Book 4822 No 537 who states that no notice of
revocation of the power of attorney has been
received in the presence of:

V Patapis
Witness

Attorney

Vicki Tina Patapis
Name of Witness (print)

Henry George Self
Name of Attorney (print)

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness (print)

M Leotta

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 11/09/2024

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 10 of 10 sheet(s)

Office Use Only

Registered: 20/09/2024

Office Use Only

DP 1275034

PLAN OF SUBDIVISION OF LOT 1 IN DP1267012

Subdivision Certificate number: SC/104/2024

Date of Endorsement: 11/09/2024

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.

Consent of Mortgagee – AT867146
OASIS PEAK DEVELOPMENT III LIMITED

Executed by:
OASIS PEAK DEVELOPMENT III LIMITED
ARBN 671 867 280 by the party's attorney
pursuant to power of attorney registered
Book 4822 No 537 who states that no notice
of revocation of the power of attorney has
been received in the presence of:

V Patapis
Witness

Attorney

Vicki Tina Patapis
Name of Witness (print)

Henry George Self
Name of Attorney (print)

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness (print)

M Leotta

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 11/09/2024

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

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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.

Plan: DP1275034

Plan of Subdivision of Lot 1 in Deposited Plan 1267012 covered by Subdivision Certificate Number SC/104/2024

Full name and address of the owner of the Land

Parkes 88 Pty Ltd
8-10 Gould Street
STRATHFIELD SOUTH NSW 2136

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 Access Variable Width (Limited in Stratum) (A1)	1	2, 3 & 4
2.	Right of Access Variable Width (Limited in Stratum) (A2)	1	3
3.	Easement for Pedestrian Access Variable Width (Limited in Stratum) (B1)	1 3	2, 3 & 4 1, 2 & 4
4.	Easement for Pedestrian Access Variable Width (Limited in Stratum) (B2)	1	2
5.	Easement for Pedestrian Access Variable Width (Limited in Stratum) (B3)	1 3	3 1
6.	Easement for Pedestrian Access Variable Width (Limited in Stratum) (B4)	3	4
7.	Easement for Public Access Variable Width (Limited in Stratum) (C)	1	2, 3 & 4 City of Parramatta Council

.....
Authorised Officer
City of Parramatta Council

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 11/09/2024

Req:R540316 /Doc:DP 1275034 B /Rev:20-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:2 of 49
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Plan: DP1275034

Plan of Subdivision of Lot 1 in Deposited Plan 1267012 covered by Subdivision Certificate Number SC/104/2024

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:
8.	Easement to Access and Use Loading Dock and Associated Facilities Variable Width (Limited in Stratum) (D)	1 3	2, 3 & 4 1, 2 & 4
9.	Easement for Access and Use of Car Share Parking Space 2.5 Wide (Limited in Stratum) (E)	1	2, 3 & 4 City of Parramatta Council
10.	Easement for Garbage Collection Variable Width (Limited in Stratum) (F)	1	City of Parramatta Council
11.	Easement for Private Contractor Garbage Collection Variable Width (Limited in Stratum) (O)	1 3	2, 3 & 4 2 & 4
12.	Easement to Use Bulk Storage Area Variable Width (Limited in Stratum) (G1)	1	2, 3 & 4
13.	Easement to Use Garbage Collection Area Variable Width (Limited in Stratum) (G2)	1	2, 3 & 4
14.	Easement to Use Garbage Storage Area Variable Width (Limited in Stratum) (G3)	3	2 & 4
15.	Easement to Access and Use Goods Lift Variable Width (Limited in Stratum) (H)	1	2, 3 & 4



.....
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City of Parramatta Council

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Plan: DP1275034

Plan of Subdivision of Lot 1 in Deposited Plan 1267012 covered by Subdivision Certificate Number SC/104/2024

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:
16.	Easement to Access by Foot and Use Recreational Area Variable Width (Limited in Stratum) (J)	1	2, 3 & 4 City of Parramatta Council
17.	Easement to Access and Use Lifts Variable Width (Limited in Stratum) (L1)	3	2 & 4
18.	Easement to Access and Use Lifts 5.55 Wide (Limited in Stratum) (L2)	3	4
19.	Easement for Overland Flowpath Variable Width (Limited in Stratum) (M)	1	City of Parramatta Council
20.	Restriction on the Use of Land (Limited in Stratum) (N)	1 (Part)	City of Parramatta Council
21.	Positive Covenant (Limited in Stratum) (P)	1 (Part)	City of Parramatta Council
22.	Easement to Use End of Trip Facilities Variable Width (Limited in Stratum) (Q)	3	1, 2 & 4
23.	Easement for Support and Shelter (Whole of Lot)	Each lot	Every other lot
24.	Easement for Services (Whole of Lot)	Each lot	Every other lot
25.	Easement for Future Services (Whole of Lot)	Each lot	Every other lot
26.	Easement for Emergency Egress (Whole of Lot)	Each lot	Every other lot

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Plan: DP1275034 Plan of Subdivision of Lot 1 in Deposited Plan 1267012 covered by Subdivision Certificate Number SC/104/2024

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:
27.	Easement to Access Shared Facilities (Whole of Lot)	Each lot	Every other lot
28.	Easement for Drainage (Whole of Lot)	Each lot	Every other lot
29.	Easement for Construction (Whole of Lot)	Each lot	Every other lot
30.	Easement for Noise, Dust and Vibration (Whole of Lot)	Each lot	Every other lot
31.	Easement for Maintenance of Services (Whole of Lot)	Each lot	Every other lot
32.	Easement to Access and Use Flood Refuge Area Variable Width (R) (Limited in Stratum)	1	2, 3 & 4
33.	Easement to Access and Use Bike Racks Variable Width (K) (Limited in Stratum)	2 3	3 & 4 2 & 4
34.	Easement to Access and Use Car Wash Bay 5.42 Wide (S) (Limited in Stratum)	1	3 & 4

Part 2 (Terms)

1. Terms of Right of Access Variable Width (Limited in Stratum) (A1) numbered 1 in the Plan

(a) The Grantee and its Authorised Users may:

(i) go, pass and repass across the Easement Site at all times, including with vehicles (including without limitation cars, trucks, motorcycles and

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bicycles) or by foot (or with wheelchairs or other disabled access aides), for the purposes of:

(A) getting to and from, and transporting Goods to and from, any waste storage area, bulk waste storage area, garbage collection area, loading dock, loading bay or freight service bay:

(1) situated on the Lot Benefited; or

(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited;

(B) getting to and from any grease arrestor room situated on the Lot Benefited, including without limitation for the purposes of maintaining, repairing, replacing, cleaning and/or pumping out the grease arrestor within the room;

(C) getting to and from any End of Trip Facilities:

(1) situated on the Lot Benefited; or

(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited;

(D) getting to and from any other facilities:

(1) situated on the Lot Benefited; or

(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited; and

(E) getting to and from the Lot Benefited, including without limitation any car space, bike storage area or storage space situated on the Lot Benefited; and

(ii) do anything reasonably necessary for the purposes of exercising the rights under clause 1(a)(i), including without limitation:

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened;

(C) carrying out work on the Lot Burdened; and

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(D) temporarily parking or standing service vehicles (including, where applicable and without limitation, waste and recyclable material collection vehicles and grease arrestor pump out vehicles) on the Lot Burdened.

(b) Despite anything in these terms to the contrary, this Easement does not permit the Grantee or any of its Authorised Users to:

(i) bring onto the Ground Floor of Paramount or any of the basement levels or car park levels of Paramount any service vehicles with a height exceeding 4.5 metres or width exceeding 2.5 metres; or

(ii) bring onto the Ground Floor of Paramount or any of the basement levels or car park levels of Paramount any medium rigid trucks, small rigid trucks or freight service vehicles with a height exceeding 4.5 metres or width exceeding 2.3 metres.

(c) For clarity, clause 1(b)(ii) does not apply in respect of service vehicles.

(d) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.

(e) A Management Statement may regulate the apportionment of costs in relation to this Easement.

(f) For the purposes of this Easement, **Goods** includes Waste.

2. Terms of Right of Access Variable Width (Limited in Stratum) (A2) numbered 2 in the Plan

(a) The Grantee and its Authorised Users may:

(i) go, pass and repass across the Easement Site at all times, including with vehicles (including without limitation cars, trucks, motorcycles and bicycles) or by foot (or with wheelchairs or other disabled access aides), for the purposes of:

(A) getting to and from any facilities:

(1) situated on the Lot Benefited; or

(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited; and

(B) getting to and from the Lot Benefited, including without limitation any car space, bike storage area or storage space situated on the Lot Benefited; and

.....
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(ii) do anything reasonably necessary for the purposes of exercising the rights under clause 2(a)(i), including without limitation:

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work on the Lot Burdened.

(b) Despite anything in these terms to the contrary, this Easement does not permit the Grantee or any of its Authorised Users to:

(i) bring onto the Ground Floor of Paramount or any of the basement levels or car park levels of Paramount any service vehicles with a height exceeding 4.5 metres or width exceeding 2.5 metres; or

(ii) bring onto the Ground Floor of Paramount or any of the basement levels or car park levels of Paramount any medium rigid trucks, small rigid trucks or freight service vehicles with a height exceeding 4.5 metres or width exceeding 2.3 metres.

(c) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.

(d) A Management Statement may regulate the apportionment of costs in relation to this Easement.

3. Terms of Easement for Pedestrian Access Variable Width (Limited in Stratum) (B1) numbered 3 in the Plan

(a) The Grantee and its Authorised Users may:

(i) only on foot or with wheelchairs or other disabled access aides, go, pass and repass across the Easement Site at all times for the purposes of:

(A) getting to and from, and transporting Goods to and from, any waste storage area, bulk waste storage area, garbage collection area, loading dock, loading bay or freight service bay:

(1) situated on the Lot Benefited; or

(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited;

(B) getting to and from any grease arrestor room situated on the Lot Benefited, including without limitation for the purpose of

.....
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maintaining, repairing, replacing, cleaning and/or pumping out the grease arrestor within the room;

(C) getting to and from any End of Trip Facilities:

(1) situated on the Lot Benefited; or

(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited;

(D) getting to and from any other facilities:

(1) situated on the Lot Benefited; or

(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited; and

(E) getting to and from the Lot Benefited; and

(ii) do anything reasonably necessary for the purposes of exercising the rights under clause 3(a)(i), including without limitation:

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work on the Lot Burdened.

(b) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.

(c) A Management Statement may regulate the apportionment of costs in relation to this Easement.

(d) For the purposes of this Easement, **Goods** includes Waste.

4. Terms of Easement for Pedestrian Access Variable Width (Limited in Stratum) (B2) numbered 4 in the Plan

(a) The Grantee and its Authorised Users may:

(i) only on foot or with wheelchairs or other disabled access aides, go, pass and repass across the Easement Site at all times for the purposes of:

(A) getting to and from any grease arrestor room situated on the Lot Benefited, including without limitation for the purpose of

.....
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maintaining, repairing, replacing, cleaning and/or pumping out the grease arrestor within the room;

(B) getting to and from any other facilities:

(1) situated on the Lot Benefited; or

(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited; and

(C) getting to and from the Lot Benefited; and

(ii) do anything reasonably necessary for the purposes of exercising the rights under clause 4(a)(i), including without limitation:

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work on the Lot Burdened.

(b) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.

(c) A Management Statement may regulate the apportionment of costs in relation to this Easement.

5. Terms of Easement for Pedestrian Access Variable Width (Limited in Stratum) (B3) numbered 5 in the Plan

(a) The Grantee and its Authorised Users may:

(i) only on foot or with wheelchairs or other disabled access aides, go, pass and repass across the Easement Site at all times for the purposes of:

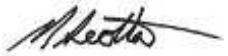
(A) getting to and from any End of Trip Facilities:

(1) situated on the Lot Benefited; or

(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited;

(B) getting to and from any other facilities:

(1) situated on the Lot Benefited; or



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(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited; and

(C) getting to and from the Lot Benefited; and

(ii) do anything reasonably necessary for the purposes of exercising the rights under clause 5(a)(i), including without limitation:

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work on the Lot Burdened.

(b) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.

(c) A Management Statement may regulate the apportionment of costs in relation to this Easement.

6. Terms of Easement for Pedestrian Access Variable Width (Limited in Stratum) (B4) numbered 6 in the Plan

(a) The Grantee and its Authorised Users may:

(i) only on foot or with wheelchairs or other disabled access aides, go, pass and repass across the Easement Site at all times for the purposes of:

(A) getting to and from any facilities:

(1) situated on the Lot Benefited; or

(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited; and

(B) getting to and from the Lot Benefited; and

(ii) do anything reasonably necessary for the purposes of exercising the rights under clause 6(a)(i), including without limitation:

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work on the Lot Burdened.

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(b) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.

(c) A Management Statement may regulate the apportionment of costs in relation to this Easement.

7. Terms of Easement for Public Access (Limited in Stratum) (C) numbered 7 in the Plan

(a) The Grantee and its Authorised Users may go, pass and repass across the Easement Site at all times, including with vehicles (including cars, motorcycles and bicycles) or by foot (or with wheelchairs or other disabled access aides), but only for the purpose of getting to and from the site of the Car Share Easement in connection with the exercise of the rights under that Easement.

(b) In exercising the rights under this Easement, the Grantee and its Authorised Users must comply with:

(i) any Management Statement; and

(ii) any applicable rules made by the Building Management Committee from time to time.

(c) The Grantor, acting reasonably, may remove from the Lot Burdened (or refuse entry to the Lot Burdened by) an Authorised User of the Grantee if that Authorised User:

(i) is not adequately clothed;

(ii) is drunk or under the influence of drugs;

(iii) loiters or causes excessive noise;

(iv) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened; or

(v) does not comply with:

(A) any Management Statement; or

(B) any applicable rules made by the Building Management Committee from time to time.

(d) The Grantor may suspend use of the Easement Site for the time and to the extent reasonably necessary, but only on reasonable grounds including without limitation reasons of security, safety and maintenance.



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(e) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.

(f) A Management Statement may regulate the apportionment of costs in relation to this Easement.

8. Terms of Easement to Access and Use Loading Dock and Associated Facilities Variable Width (Limited in Stratum) (D1) numbered 8 in the Plan

(a) Subject to the Management Plan, the Grantee and its Authorised Users may at all times:

(i) access and use the loading dock (or loading bay) and any associated facilities within the Easement Site for the purpose of loading and unloading goods; and

(ii) do anything reasonably necessary for that purpose, including without limitation:

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened;

(C) carrying out work on the Lot Burdened; and

(D) temporarily parking or standing delivery, removalist or service vehicles on the Lot Burdened.

(b) In exercising the rights under this Easement, the Grantee and its Authorised Users must comply with:

(i) the Management Plan;

(ii) any Management Statement; and

(iii) any applicable rules made by the Building Management Committee from time to time.

(c) To the extent of any inconsistency between:

(i) the Management Plan; and

(ii) any Management Statement or any rules made by the Building Management Committee,

the Management Plan prevails.

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(d) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.

(e) A Management Statement may regulate the apportionment of costs in relation to this Easement.

(f) For clarity, the rights under this Easement are to be exercised in common with the Grantor.

(g) Subject to the Management Plan, the Grantee and its Authorised Users must not interfere with the use of the Commercial Loading Dock by an Owner or Occupier of the whole or any part of Commercial Lot 3 or Commercial Lot 4.

9. Terms of Easement for Access and Use of Car Share Parking Space 2.5 Wide (Limited in Stratum) (E) numbered 9 in the Plan

(a) The Grantee and its Authorised Users may at all times access and use the Easement Site for the purpose of parking one motor vehicle as part of the Car Share Scheme.

(b) In exercising the rights under this Easement, the Grantee and its Authorised Users must comply with:

(i) any Management Statement; and

(ii) any applicable rules made by the Building Management Committee from time to time.

(c) The Grantor must ensure that the Easement Site is appropriately marked and sign posted as being exclusively available for parking of one motor vehicle as part of the Car Share Scheme.

(d) The Grantor, acting reasonably, may remove from the Lot Burdened (or refuse entry to the Lot Burdened by) an Authorised User of the Grantee if that Authorised User:

(i) is not adequately clothed;

(ii) is drunk or under the influence of drugs;

(iii) loiters or causes excessive noise;

(iv) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened; or

(v) does not comply with:

(A) any Management Statement; or



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(B) any applicable rules made by the Building Management Committee from time to time.

(e) The Grantor may suspend use of the Easement Site for the time and to the extent reasonably necessary, but only on reasonable grounds including without limitation reasons of security, safety and maintenance.

(f) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.

(g) A Management Statement may regulate the apportionment of costs in relation to this Easement.

10. Terms of Easement for Garbage Collection (Limited in Stratum) (F) numbered 10 in the Plan

Full and free right for the Authority Benefited its servants and agents and all persons authorised by the Authority Benefited to go, pass and repass over the Easement Site at all times with or without vehicles for the purpose of collecting and removing garbage, recycling and refuse from the Lot Burdened and for the purposes incidental thereto PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the aforesaid rights to:

(a) enter any building or private open space/courtyard except to the extent necessary to gain access to garbage/recycling receptacles located therein in positions approved by the Authority Benefited; or

(b) drive any motor vehicle on to any part of the Lot Burdened which has not apparently been constructed or provided for the purpose of a carriage way or parking area for vehicles,

and PROVIDED FURTHER that if the Lot Burdened is hereafter subdivided pursuant to the *Strata Schemes Development Act 2015* (NSW) (as amended) the rights hereby granted shall be further restricted to the common property comprised in the strata scheme and any lot comprised therein shall be released from this Easement.

The rights hereby granted may be exercised by the Authority Benefited its servants, agents and all persons authorised by the Authority Benefited to enter the Easement Site without being liable for damage which may be occasioned to the Lot Burdened or any improvements thereon including any paving, driveways, footpaths, lawns, gardens, fences, walls, buildings or to the property of any person therein or thereon otherwise than by reason of the negligence of the Authority Benefited, its servants and agents and/or of persons authorised by the Authority Benefited.

Without limiting the generality of and notwithstanding anything hereinbefore contained, if any carriage way or parking area and/or the adjacent land supporting the same is damaged by reason of the movement thereon of any vehicle being used in connection with the collection of garbage/recycling from the Lot Burdened neither the Authority Benefited its



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servants and agents nor any person authorised by the Authority Benefited shall be liable in respect thereof. The Authority Benefited its servants and agents and all persons authorised by it to exercise the rights hereby granted shall be indemnified and be kept indemnified by the owner of the Lot Burdened its successors and assigns against all actions, suits, causes or action or suits, claims, demands, proceedings, costs, charges, damages, or expenses whatsoever which may be brought or made, instituted or claimed against and from them or any of them by the owner or occupier of the Lot Burdened or any part thereof or by any person in respect of any loss or injury sustained or threatened or damages suffered or feared by any such person whether in property or person as a consequence of any act or thing done or omitted by any person whilst upon the Lot Burdened for the purpose of collecting garbage/recycling from the same or for a purpose incidental thereto except where such loss, injury or damages result from the negligence of the Authority Benefited its servants, agents or of any person authorised by the Authority Benefited as aforesaid.

Nothing herein contained shall oblige the Authority Benefited to have garbage/recycling collections from points within the Lot Burdened or shall prevent the Authority Benefited from discontinuing collection from within the Lot Burdened PROVIDED ALWAYS that if the Authority Benefited discontinues collection of garbage from within the Lot Burdened the Authority Benefited and the owner for the time being of the Lot Burdened shall respectively have the same rights and obligations with regard to the removal of garbage/recycling from the Lot Burdened as they would have had if this Easement had not been created.

Name of Authority empowered to release, vary or modify the EASEMENT FOR ACCESS AND GARBAGE COLLECTION: City of Parramatta Council.

11. Terms of Easement for Private Contractor Garbage Collection (Limited in Stratum) (O) numbered 11 in the Plan

(a) Subject to the Management Plan and the Waste Management Plan, the Grantee and its Authorised Users may at all times and with or without vehicles:

(i) access and use the Easement Site for the purpose of collecting and removing Waste from the Lot Burdened;

(ii) go, pass and repass over the Easement Site for the purpose of collecting and removing Waste from the Lot Burdened; and

(iii) do anything reasonably necessary for the purposes of exercising the rights under clauses 11(a)(i) and 11(a)(ii), including without limitation:

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened;

(C) carrying out work on the Lot Burdened; and

(D) temporarily parking or standing vehicles on the Lot Burdened.

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(b) In exercising the rights under this Easement, the Grantee and its Authorised Users must comply with:

(i) the Management Plan;

(ii) the Waste Management Plan;

(iii) any Management Statement; and

(iv) any applicable rules made by the Building Management Committee from time to time.

(c) To the extent of any inconsistency between:

(i) the Management Plan or the Waste Management Plan; and

(ii) any Management Statement or any rules made by the Building Management Committee,

the Management Plan or the Waste Management Plan (as the case may be) prevails.

(d) To the extent of any inconsistency between the Management Plan and the Waste Management Plan, the Management Plan prevails.

(e) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.

(f) A Management Statement may regulate the apportionment of costs in relation to this Easement.

(g) For clarity, the rights under this Easement are to be exercised in common with the Grantor.

(h) For clarity, and despite anything in these terms to the contrary, this Easement does not entitle the Grantee and/or its Authorised Users to drive any motor vehicle on to any part of the Lot Burdened which has not apparently been constructed or provided for the purpose of a carriage way or parking area for vehicles.

12. Terms of Easement to Use Bulk Storage Area Variable Width (Limited in Stratum) (G1) numbered 12 in the Plan

(a) Subject to the Waste Management Plan and any Management Statement, the Grantee and its Authorised Users may at all times:

(i) use any bulk waste storage area situated within the Easement Site for the purpose of storing bulky Waste pending its collection by a Waste Collector; and

.....
Authorised Officer
City of Parramatta Council

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(ii) do anything reasonably necessary for the purpose of exercising the rights under clause 12(a)(i), including without limitation:

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work on the Lot Burdened.

(b) In exercising the rights under this Easement, the Grantee and its Authorised Users must comply with:

(i) the Waste Management Plan;

(ii) any Management Statement; and

(iii) any applicable rules made by the Building Management Committee from time to time.

(c) To the extent of any inconsistency between:

(i) the Waste Management Plan; and

(ii) any Management Statement or any rules made by the Building Management Committee,

the Waste Management Plan prevails.

(d) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.

(e) A Management Statement may regulate the apportionment of costs in relation to this Easement.

(f) For clarity, the rights under this Easement are to be exercised in common with the Grantor.

13. Terms of Easement to Use Garbage Collection Area Variable Width (Limited in Stratum) (G2) numbered 13 in the Plan

(a) Subject to the Waste Management Plan and any Management Statement, the Grantee and its Authorised Users may at all times:

(i) use any garbage collection area situated within the Easement Site for the purposes of:

(A) having Waste collected and removed from the Lot Burdened by a Waste Collector; and

.....
Authorised Officer
City of Parramatta Council

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(B) storing Waste for collection and removal by a Waste Collector; and

(ii) do anything reasonably necessary for the purposes of exercising the rights under clause 13(a)(i), including without limitation:

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work on the Lot Burdened.

(b) In exercising the rights under this Easement, the Grantee and its Authorised Users must comply with:

(i) the Waste Management Plan;

(ii) any Management Statement; and

(iii) any applicable rules made by the Building Management Committee from time to time.

(c) To the extent of any inconsistency between:

(i) the Waste Management Plan; and

(ii) any Management Statement or any rules made by the Building Management Committee,

the Waste Management Plan prevails.

(d) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.

(e) A Management Statement may regulate the apportionment of costs in relation to this Easement.

(f) For clarity, the rights under this Easement are to be exercised in common with the Grantor.

14. Terms of Easement to Use Garbage Storage Area Variable Width (Limited in Stratum) (G3) numbered 14 in the Plan

(a) Subject to the Waste Management Plan, the Grantee and its Authorised Users may at all times:

(i) use any waste storage area situated within the Easement Site for the purpose of storing Waste; and

.....
Authorised Officer
City of Parramatta Council

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(ii) do anything reasonably necessary for the purpose of exercising the rights under clause 14(a)(i), including without limitation:

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work on the Lot Burdened.

(b) In exercising the rights under this Easement, the Grantee and its Authorised Users must comply with:

(i) the Waste Management Plan;

(ii) any Management Statement; and

(iii) any applicable rules made by the Building Management Committee from time to time.

(c) To the extent of any inconsistency between:

(i) the Waste Management Plan; and

(ii) any Management Statement or any rules made by the Building Management Committee,

the Waste Management Plan prevails.

(d) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.

(e) A Management Statement may regulate the apportionment of costs in relation to this Easement.

(f) For clarity, the rights under this Easement are to be exercised in common with the Grantor.

15. Terms of Easement to Access and Use Goods Lift Variable Width (Limited in Stratum) (H) numbered 15 in the Plan

(a) The Grantee and its Authorised Users may:

(i) using the goods lift situated within the Easement Site, go, pass and repass across the Easement Site at all times, but only for the purposes of:

(A) getting to and from, and transporting Waste to and from, any waste storage area:

.....
Authorised Officer
City of Parramatta Council

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(1) situated within the Lot Benefited; or

(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited; and

(B) getting to and from any grease arrestor room situated on the Lot Benefited; and

(ii) do anything reasonably necessary for the purposes of exercising the rights under clause 15(a)(i), including without limitation:

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work on the Lot Burdened.

(b) A Management Statement may include provisions in respect of access to and the use, repair, maintenance and replacement of the Easement Site (including the goods lift situated within the Easement Site).

(c) A Management Statement may regulate the apportionment of costs in relation to this Easement.

16. Terms of Easement to Access by Foot and Use Recreational Area Variable Width (Limited in Stratum) (J) numbered 16 in the Plan

(a) The Grantee and its Authorised Users:

(i) may go, pass and repass across the Easement Site at all times:

(A) on foot; or

(B) with wheelchairs or other disabled access aides; or

(C) with bicycles, skateboards, scooters, rollerblades or similar items,

but without animals (other than dogs on leads);

(ii) by any of the means referred to in clause 16(a)(i), use the Easement Site for recreational purposes; and

(iii) may do anything reasonably necessary for the purposes of exercising the rights under clauses 16(a)(i) and 16(a)(ii).

(b) The Grantor, acting reasonably, may remove (or refuse entry to the Lot Burdened by) an Authorised User of the Grantee if that Authorised User:



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(i) is not adequately clothed;

(ii) is drunk or under the influence of drugs;

(iii) loiters or causes excessive noise;

(iv) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened; or

(v) does not comply with:

(A) any rules made by the Building Management Committee in relation to the use of the Easement Site from time to time;

(B) any Management Statement, including any applicable rules made under the Management Statement from time to time; or

(C) the terms of this Easement.

(c) The Grantee and its Authorised Users must:

(i) not bring animals (other than dogs on leads) onto the Easement Site; and

(ii) when using the Easement Site, comply with:

(A) any rules made by the Building Management Committee in relation to the use of the Easement Site from time to time; and

(B) any Management Statement, including any applicable rules made under the Management Statement from time to time.

(d) The owner of the Lot Burdened or the Building Management Committee may suspend use of the Easement Site for the time and to the extent reasonably necessary, but only on reasonable grounds including without limitation reasons of security, safety and maintenance.

(e) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.

(f) A Management Statement may regulate the apportionment of costs in relation to this Easement.

17. Terms of Easement to Access and Use Lifts Variable Width (Limited in Stratum) (L1) numbered 17 in the Plan

(a) Subject to any Management Statement, the Grantee and its Authorised Users may:



.....

Authorised Officer
City of Parramatta Council

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(i) using the lifts situated within the Easement Site, go, pass and repass across the Easement Site at all times for the purposes of:

(A) getting to and from any End of Trip Facilities:

(1) situated within the Lot Benefited; or

(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited;

(B) getting to and from, and transporting Waste to and from, any other facilities:

(1) situated on the Lot Benefited; or

(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited; and

(C) getting to and from the Lot Benefited; and

(ii) do anything reasonably necessary for that purpose, including:

(A) entering the Lot Burdened; and

(B) taking anything on to the Lot Burdened.

(b) In exercising the rights under this Easement, the Grantee and its Authorised Users must comply with:

(i) any Management Statement; and

(ii) any applicable rules made by the Building Management Committee from time to time.

(c) A Management Statement may include provisions in respect of access to and the use, repair, maintenance and replacement of the Easement Site (including the lifts situated within the Easement Site).

(d) A Management Statement may regulate the apportionment of costs in relation to this Easement.

18. Terms of Easement to Access and Use Lifts 5.55 Wide (Limited in Stratum) (L2) numbered 18 in the Plan

(a) The Grantee and its Authorised Users may:

.....
Authorised Officer
City of Parramatta Council

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(i) using the lifts situated within the Easement Site, go, pass and repass across the Easement Site at all times for the purposes of:

(A) getting to and from any End of Trip Facilities:

(1) situated within the Lot Benefited; or

(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited;

(B) getting to and from, and transporting Waste to and from, any other facilities:

(1) situated on the Lot Benefited; or

(2) that the Grantee has the right to use under a Management Statement or under an Easement benefiting the Lot Benefited; and

(C) getting to and from the Lot Benefited; and

(ii) do anything reasonably necessary for that purpose, including:

(A) entering the Lot Burdened; and

(B) taking anything on to the Lot Burdened.

(b) In exercising the rights under this Easement, the Grantee and its Authorised Users must comply with:

(i) any Management Statement; and

(ii) any applicable rules made by the Building Management Committee from time to time.

(c) A Management Statement may include provisions in respect of access to and the use, repair, maintenance and replacement of the Easement Site (including the lifts situated within the Easement Site).

(d) A Management Statement may regulate the apportionment of costs in relation to this Easement.

19. Terms of Easement for Overland Flowpath Variable Width (Limited in Stratum) (M) numbered 19 in the Plan

(a) The Grantee and its Authorised Users:

.....
Authorised Officer
City of Parramatta Council

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(i) have the full and free right to drain floodwater across the Easement Site; and

(ii) may do anything reasonably necessary for that purpose including:

(A) entering the Lot Burdened; and

(B) taking anything onto the Lot Burdened; and

(C) carrying out work on the Lot Burdened.

(b) In exercising those rights, the Grantee and its Authorised Users must:

(i) ensure any work is done properly; and

(ii) cause as little inconvenience as is practicable to the owner or occupier of the Lot Burdened; and

(iii) cause as little damage as is practicable to the Lot Burdened or any improvement on it.

(c) The Grantee and its Authorised Users shall not be liable for any damages or harm, and shall be indemnified and kept indemnified from any actions in regard to damages or harm or any other issues arising directly or indirectly from the draining of floodwater across the Easement Site.

Name of Authority having the power to release, vary or modify the easement is **City of Parramatta Council.**

20. Terms of Restriction on the Use of Land (Limited in Stratum) (N) numbered 20 in the Plan

(a) In these terms:

(i) **Flood Zone** means the area of the Easement Site affected by an overland flow path;

(ii) **Council** means City of Parramatta Council, and includes its servants and authorised agents;

(iii) **Owner** means the registered proprietor for the time being of the Lot Burdened, their successors and assigns and anyone claiming through the registered proprietor;

(iv) where there is more than one Owner the terms of this covenant and restriction bind the Owner jointly and severally; and

(v) the singular includes the plural, and vice versa.

.....
Authorised Officer
City of Parramatta Council

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(b) The Owner must not:

(i) erect, construct or place on or within the Flood Zone or permit or suffer to be erected, constructed or placed on or within the Flood Zone any building, structure, fence, retaining wall or obstruction of any nature that will impede the free flow of water without the prior consent in writing of the Council;

(ii) alter or permit or suffer any alteration to the surface level of the Flood Zone including changing surface levels, removing any associated drainage structures and flood protection devices without the prior written approval of Council.

Name of Authority having the power to release, vary or modify the restriction is **City of Parramatta Council.**

21. Terms of Positive Covenant (Limited in Stratum) (P) numbered 21 in the Plan

(a) In these terms:

(i) **Flood Zone** means the area of the Easement Site affected by an overland flow path;

(ii) **Council** means City of Parramatta Council, and includes its servants and authorised agents;

(iii) **Owner** means the registered proprietor for the time being of the Lot Burdened, their successors and assigns and anyone claiming through the registered proprietor;

(iv) where there is more than one Owner the terms of this covenant and restriction bind the Owner jointly and severally; and

(v) the singular includes the plural, and vice versa.

(b) The Owner must:

(i) keep the Flood Zone clean and free from obstructions, rubbish and debris;

(ii) maintain and repair the Flood Zone at the sole expense of the Owner so that it functions (as an overland flow path for the free passage of water) in a safe and efficient manner;

(iii) permit the Council from time to time and upon giving reasonable notice (but in the case of an emergency, at any time and without notice) to enter and inspect the Flood Zone for compliance with the requirements of this covenant;



.....

Authorised Officer
City of Parramatta Council

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(iv) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice; and

(v) maintain appropriate safety fencing and warning signs, if and as required by any development consent.

(c) Without limiting the powers under section 88F(3) of the *Conveyancing Act 1919* (NSW) (**Act**) the Council shall have the following additional powers:

(i) in the event that the Owner fails to comply with any written notice from the Council as set out above, the Council may enter the Lot Burdened with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice referred to in clause 21(b)(iv) above (**Work**);

(ii) the Council may recover from the Owner in a court of competent jurisdiction:

(A) any expense reasonably incurred by it in exercising its powers under clause 21(c)(i). Such expense shall include reasonable wages for the Council's employees engaged in effecting the Work, supervising and administering the Work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the Work;

(B) legal costs on an indemnity basis for the issue of the notices and recovery of the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

(d) Without limiting any other right of the Council, the Owner indemnifies and agrees to keep indemnified the Council from and against any claim, loss or damage (including legal costs on a full indemnity basis) which the Council may suffer due to, and/or which arises from, the non-compliance with or departure from these terms by the Owner (whether by act or omission).

Name of Authority having the power to release, vary or modify the covenant is **City of Parramatta Council.**

22. Terms of Easement to Use End of Trip Facilities Variable Width (Limited in Stratum) (Q) numbered 22 in the Plan

(a) Subject to any Management Statement, the Grantee and its Authorised Users may:



.....

Authorised Officer
City of Parramatta Council

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(i) use any End of Trip Facilities situated within the Easement Site for their intended purposes; and

(ii) do anything reasonably necessary for that purpose including:

(A) entering the Lot Burdened; and

(B) taking anything onto the Lot Burdened; and

(C) carrying out work on the Lot Burdened.

(b) In exercising the rights under this Easement, the Grantee and its Authorised Users must comply with:

(i) any Management Statement; and

(ii) any applicable rules made by the Building Management Committee from time to time.

(c) A Management Statement may include provisions in respect of access to and the use, repair, maintenance and replacement of the Easement Site (including any End of Trip Facilities situated within the Easement Site).

(d) A Management Statement may regulate the apportionment of costs in relation to this Easement.

(e) For clarity, the rights under this Easement are to be exercised in common with the Grantor.

23. Terms of Easement for Support and Shelter (Whole of Lot) numbered 23 in the Plan

An easement for support and shelter as defined in and the subject of section 196K of the Act as if the easement was created under that section of the Act.

24. Terms of Easement for Services (Whole of Lot) numbered 24 in the Plan

(a) Subject to clause 24(b), an easement for services in the terms of Schedule 8B to the Act as if the easement was one which specified each Service as defined in this Instrument.

(b) Despite anything in this Instrument to the contrary:

(i) any access rights under this Easement, including any right to enter or remain on the Lot Burdened, may only be exercised by contractors, workmen or tradespersons of the Grantee;



.....

Authorised Officer
City of Parramatta Council

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(ii) except in an emergency, the Grantee must give the Grantor not less than 48 hours' prior notice of any access to the Lot Burdened, pursuant to this Easement, by contractors, workmen or tradespersons of the Grantee. In an emergency, the Grantee must give the Grantor notice of access to the Lot Burdened as soon as practicable; and

(iii) if required by the Grantor, any contractors, workmen or tradespersons of the Grantee accessing the Lot Burdened, pursuant to this Easement, must:

(A) except in an emergency, be accompanied by the Grantor's nominee; and

(B) comply with the reasonable directions of the Grantor's nominee.

(c) A Management Statement may include provisions in respect of the use, repair, maintenance and replacement of the Services.

(d) A Management Statement may regulate the apportionment of costs in relation to this Easement.

25. Terms of Easement for Future Services (Whole of Lot) numbered 25 in the Plan

25.1 Grant

The Grantee and its Authorised Users may:

(a) use the Lot Burdened, in a manner that does not detrimentally interfere with use of the Lot Burdened, to install and provide Services to or from the Lot Benefited with the prior written consent of the Grantor, which consent must not be unreasonably withheld, conditioned or delayed; and

(b) subject to the Grantee obtaining consent under clause 25.1(a), do anything reasonably necessary for the purposes of this Easement, including:

(i) entering the Lot Burdened;

(ii) taking anything on to the Lot Burdened; and

(iii) carrying out work, including without limitation constructing, placing, installing, repairing, using, operating, maintaining, examining, re-laying, altering, renewing, cleaning, replacing, enhancing, adding to or removing pipes, poles, wires, cables, ducts, conduits, structures and equipment.

25.2 Requirements when exercising rights

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



.....
Authorised Officer
City of Parramatta Council

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(a) except in an emergency, give the Grantor not less than 48 hours' prior notice of its intention to enter the Lot Burdened. In an emergency, a Grantee or Authorised User must give the Grantor notice of access to the Lot Burdened as soon as practicable;

(b) when exercising the rights:

(i) except in an emergency, if required by the Grantor, be accompanied by the Grantor's nominee; and

(ii) comply with the reasonable directions of the Grantor's nominee;

(c) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any of the Services to the Lot Burdened; and

(d) not carry out any work to the structure of the buildings or infrastructure located on or within the Lot Burdened unless:

(i) the Grantor gives its approval to the work proposed to be carried out (which approval must not be unreasonably withheld, conditioned or delayed);

(ii) the Grantee, at its own cost, consults with a structural engineer or services engineer (as applicable) nominated by the Grantor; and

(iii) the Grantee ensures that the recommendations of the structural engineer or services engineer (as applicable) are carried out.

25.3 Maintaining Services

The Grantee must maintain its own Services.

25.4 Acknowledgement of the Grantee

The Grantee acknowledges that this Easement may be used in common with the Grantor.

25.5 Access rights

Despite anything in this Instrument to the contrary, any access rights under this Easement, including any right to enter or remain on the Lot Burdened, may only be exercised by contractors, workmen or tradespersons of the Grantee.

26. Terms of Easement for Emergency Egress (Whole of Lot) numbered 26 in the Plan

(a) The Grantee and its Authorised Users may go, pass and repass across the fire stairs and passages within the Easement Site by foot for the purpose of exiting the Lot Benefited:

.....
Authorised Officer
City of Parramatta Council

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(i) in an emergency;

(ii) for fire drill purposes; or

(iii) if the lifts are not operational or are otherwise unavailable.

(b) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site and/or the fire stairs and passages within the Easement Site.

27. Terms of Easement to Access Shared Facilities (Whole of Lot) numbered 27 in the Plan

(a) Subject to the terms of this Easement, the Grantee and its Authorised Users may enter, pass and repass over the Lot Burdened at all times, by foot or with wheelchairs or other disabled access aides, for the purposes of getting to and from any Shared Facilities located within the Lot Burdened which the Grantee is entitled to use under a Management Statement.

(b) When exercising rights under this Easement, the Grantee and its Authorised Users must comply with:

(i) any Management Statement; and

(ii) any rules about the use of the Easement Site and/or Shared Facilities made by the Building Management Committee in accordance with a Management Statement.

(c) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site and/or access to and the use, repair, maintenance, replacement and installation of Shared Facilities.

(d) A Management Statement may regulate the apportionment of costs in relation to this Easement.

(e) For clarity, this Easement does not permit access to the Lot Burdened for the purpose of the carrying out of any maintenance, repairs, cleaning or other works relating to Shared Facilities.

28. Terms of Easement for Drainage (Whole of Lot) numbered 28 in the Plan

(a) The Grantee and its Authorised Users may:

(i) drain rain, storm water or flood water through the Lot Burdened, but only through any drainage pipes, eaves, gutters and other infrastructure from time to time on or within the Lot Burdened (**Drainage Services**); and



.....

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City of Parramatta Council

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(ii) do anything reasonably necessary for that purpose, including without limitation:

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened;

(C) repairing, maintaining or replacing Drainage Services; and

(D) installing Drainage Services on or within the Lot Burdened with the prior written consent of the Grantor, which consent must not be unreasonably withheld, conditioned or delayed.

(b) A Management Statement may include provisions in respect of access to the Easement Site and access to and the use, repair, maintenance, replacement and installation of Drainage Services.

(c) A Management Statement may regulate the apportionment of costs in relation to this Easement.

29. Terms of Easement for Construction (Whole of Lot) numbered 29 in the Plan

(a) The Grantee and its Authorised Users may:

(i) enter onto and remain on the Lot Burdened:

(A) for any reasonable time; and

(B) with or without any necessary materials, tools and implements,

but only for the purpose of carrying out Construction Works on or in connection with the Lot Benefited or any improvements or infrastructure on the Lot Benefited; and

(ii) may do anything reasonably necessary for the purposes of exercising the rights under clause 29(a)(i), including without limitation:

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work.

(b) The rights under this Easement may only be exercised during the hours that the relevant Construction Works are able to be lawfully carried out, except in an emergency, when the rights may be exercised at all times.

.....
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(c) In exercising the rights under this Easement, the Grantee and its Authorised Users must:

(i) except in an emergency, give the Grantor not less than 48 hours' prior notice of any access to the Lot Burdened. In an emergency, the Grantee must give the Grantor notice of access to the Lot Burdened as soon as practicable; and

(ii) have in force, or ensure that their principal contractor has in force, a policy of public liability insurance in the amount of at least $20,000,000.

(d) The Grantee indemnifies the Grantor and any lawful occupier of the Lot Burdened against any Claim suffered or incurred by them directly arising from any personal injury, death or property damage caused by the Grantee or its Authorised Users in exercising any of the rights under this Easement, except to the extent that any such personal injury, death or property damage arises from the negligence or default of the Grantor or the relevant lawful occupier (as applicable).

(e) Despite anything in this Instrument to the contrary, any access rights under this Easement, including any right to enter or remain on the Lot Burdened, may only be exercised by contractors, workmen or tradespersons of the Grantee.

(f) To the extent that this Easement benefits a particular Lot Benefited, this Easement will automatically lapse upon the Original Proprietor giving a Termination Notice in respect of that Lot Benefited.

30. Terms of Easement for Noise, Dust and Vibration (Whole of Lot) numbered 30 in the Plan

(a) The Grantee reserves for itself and its Authorised Users, and the Grantor grants to the Grantee and its Authorised Users, the right to cause, emit and allow such noise, vibration, dust and other emissions as may arise from Construction Works on or in connection with the Lot Benefited to:

(i) be transmitted into and across; and

(ii) pass across, above, through or under,

the Lot Burdened.

(b) For the benefit of the rights reserved and granted under this Easement, the Grantor covenants with the Grantee and each of its Authorised Users that it irrevocably waives all rights and remedies which it might otherwise have against the Grantee or any of its Authorised Users arising from the exercise of any of the rights under this Easement.



.....

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(c) To the extent that this Easement benefits a particular Lot Benefited, this Easement will automatically lapse upon the Original Proprietor giving a Termination Notice in respect of that Lot Benefited.

31. Terms of Easement for Maintenance of Services (Whole of Lot) numbered 31 in the Plan

(a) The Grantee's contractors, workmen or tradespersons may at all times, by foot and with or without any necessary materials, tools and implements:

(i) enter, pass and repass over the Lot Burdened; and

(ii) remain on the Lot Burdened for any reasonable time,

for the purposes of replacing, inspecting, cleaning, repairing, maintaining or renewing any Relevant Service.

(b) Despite anything in this Instrument to the contrary:

(i) except in an emergency, the Grantee must give the Grantor not less than 48 hours' prior notice of any access to the Lot Burdened, pursuant to this Easement, by contractors, workmen or tradespersons of the Grantee. In an emergency, the Grantee must give the Grantor notice of access to the Lot Burdened as soon as practicable; and

(ii) if required by the Grantor, any contractors, workmen or tradespersons of the Grantee accessing the Lot Burdened, pursuant to this Easement, must:

(A) except in an emergency, be accompanied by the Grantor's nominee; and

(B) comply with the reasonable directions of the Grantor's nominee.

32. Terms of Easement to Access and Use Flood Refuge Area Variable Width (R) (Limited in Stratum) numbered 32 in the Plan

(a) To the extent that it is reasonably necessary during any emergency involving flooding within Paramount, the Grantee and its Authorised Users may:

(i) use the communal room situated within the Easement Site as a shelter in place;

(ii) go, pass and repass across the stairs and passages within the Easement Site by foot for the purpose of getting to and from the relevant communal room; and



.....

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(iii) use the toilets and other amenities within the Easement Site for their intended purposes.

(b) In exercising the rights under this Easement, the Grantee and its Authorised Users must comply with:

(i) any Management Statement; and

(ii) any applicable rules made by the Building Management Committee from time to time.

(c) A Management Statement may include provisions in respect of access to and the use, repair, maintenance and replacement of the Easement Site.

(d) A Management Statement may regulate the apportionment of costs in relation to this Easement.

(e) For clarity, the rights under this Easement are to be exercised in common with the Grantor.

33. Terms of Easement to Access and Use Bike Racks Variable Width (K) (Limited in Stratum) numbered 33 in the Plan

(a) Subject to any Management Statement, the Grantee and its Authorised Users may use any bicycle storage racks within the Easement Site to store their bicycles.

(b) In exercising the rights under this Easement, the Grantee and its Authorised Users must comply with:

(i) any Management Statement; and

(ii) any applicable rules made by the Building Management Committee from time to time.

(c) A Management Statement may include provisions in respect of access to and the use, repair, maintenance and replacement of the Easement Site.

(d) A Management Statement may regulate the apportionment of costs in relation to this Easement.

(e) For clarity, the rights under this Easement are to be exercised in common with the Grantor.

.....
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34. Terms of Easement to Access and Use Car Wash Bay 5.42 Wide (S) (Limited in Stratum) numbered 34 in the Plan

(a) Subject to any Management Statement, the Grantee and its Authorised Users may use any car wash bay within the Easement Site for the purpose of washing cars and motorcycles.

(b) In exercising the rights under this Easement, the Grantee and its Authorised Users must comply with:

(i) any Management Statement; and

(ii) any applicable rules made by the Building Management Committee from time to time.

(c) A Management Statement may include provisions in respect of access to and the use, repair, maintenance and replacement of the Easement Site.

(d) A Management Statement may regulate the apportionment of costs in relation to this Easement.

(e) For clarity, the rights under this Easement are to be exercised in common with the Grantor.

Part 3 (General rules and definitions)

1. Interpretation

1.1 Definitions

In this Instrument, unless the contrary intention appears, the following terms have the following meanings:

Act means the *Conveyancing Act 1919* (NSW).

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

(a) if a Strata Plan is registered over any Lot Benefited, each registered proprietor of a lot in that Strata Scheme and any occupier or lessee of a lot;

(b) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under the Easement; and

(c) any licensee or invitee of a person referred to in paragraph (a) of this definition.

.....
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Authority means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes:

(a) any officers, servants, agents and workmen of the Authority and any other person authorised by the Authority, and

(b) the Council.

Authority Benefited means the Authority (if any) having the benefit of an Easement under this Instrument.

Building Management Committee means the building management committee established under a Management Statement.

Car Share Easement means the Easement for Access and Use of Car Share Parking Space 2.5 Wide (Limited in Stratum) (E) numbered 9 in the Plan.

Car Share Scheme means the use and operation of the site of the Car Share Easement:

(a) by a provider of car share services appointed by the Building Management Committee or the Grantor; and

(b) to provide car share services.

Claim includes a claim, suit, demand, cause of action, damage, loss, cost or expense.

Commercial Loading Dock means the loading dock or loading bay situated within Commercial Lot 3.

Commercial Lot 3 means Lot 3 in the Plan.

Commercial Lot 3 Owner has the meaning given in any Management Statement registered with this Plan or with the Residential Strata Plan.

Construction Works includes Development Works, as defined in any Management Statement registered with this Plan or with the Residential Strata Plan.

Council means the local government body having jurisdiction over the land the subject of the Plan.

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

Easement Site, in relation to an Easement, means the site of the Easement and includes all items within the site of that Easement.

.....
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End of Trip Facilities means any changing rooms, toilets, showers, lockers, bike storage areas and other end of trip facilities.

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

Grantee means:

(a) the registered proprietor of a Lot Benefited;

(b) if, from time to time, a Strata Scheme exists in respect of a Lot Benefited, the Owners Corporation in respect of the Strata Scheme; and

(c) an Authority Benefited.

Grantor means:

(a) the registered proprietor of a Lot Burdened; and

(b) if, from time to time, a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme.

Instrument means this instrument under section 88B of the Act.

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

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

Management Plan means the Loading Dock Management Plan, as defined in any Management Statement registered with this Plan or with the Residential Strata Plan

Management Statement means a building management statement registered in accordance with the Act or a strata management statement registered in accordance with the Development Act, which applies to any of the lots in the Plan.

Occupier has the meaning given in a Management Statement.

Owner has the meaning given in a Management Statement.

Owners Corporation means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW).

Paramount has the meaning given in any Management Statement registered with this Plan or with the Residential Strata Plan.

Plan means the plan to which this Instrument relates.

Relevant Service means any:

(a) Service;

.....
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(b) plant;

(c) machinery;

(d) apparatus; or

(e) equipment,

within or that serves the Lot Benefited.

Residential Lot means Lot 1 in the Plan.

Residential Strata Plan means any Strata Plan registered in respect of the Residential Lot.

Service means:

(a) each service as defined in section 196L(1) of the Act;

(b) all forms of telecommunications services including digital spectrum signals and impulses;

(c) exhaust and extraction services of any kind; and

(d) any plant, units, pipes, poles, wires, cables, conduits, ducts, structures and equipment required for the transmission or delivery of any such service.

Shared Facility has the same meaning as it has in a Management Statement.

Strata Plan means a strata plan registered under the Development Act.

Strata Scheme means a strata scheme created under the Development Act.

Termination Notice means a notice in writing from the Original Proprietor to the Building Management Committee that, in relation to a particular Lot Benefited, the relevant Works Easement is no longer required.

Waste means garbage, recyclable materials and refuse arising from the use or occupation of the Lot Benefited.

Waste Collector means Council, another Authority or a waste collection contractor.

Waste Management Plan means the Commercial Waste Management Plan prepared by Waste Tech Services Pty Ltd and dated 26 September 2016.

Works Easements means the Easement for Construction (Whole of Lot) numbered 29 in the Plan and the Easement for Noise, Dust and Vibration (Whole of Lot) numbered 30 in the Plan.

.....
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1.2 Interpretation

(a) The word "includes" in any form is not a word of limitation.

(b) Headings do not affect the interpretation of this Instrument.

(c) The singular includes the plural and conversely.

1.3 Covenants and agreements to run with the land

Each Easement contained within this Instrument is a covenant and agreement between:

(a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and

(b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefit and burden of the Easements.

1.4 Severability

If a provision of an Easement under this instrument is void, unenforceable or illegal, then that provision is severed from that Easement and the remaining provisions of that Easement has full force and effect.

1.5 Positive covenants and maintenance requirements

A requirement in an Easement in this instrument which requires a Grantee or Grantor to maintain or repair an Easement Site or a Lot Burdened or any thing in an Easement Site or Lot Burdened is a positive covenant under section 88BA of the Act.

1.6 Persons bound

Each:

(a) Grantor and Grantee are bound by, and must, as appropriate, comply with, the terms of each relevant Easement, and

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

1.7 Management Statement

(a) For each Easement, the Grantee must:



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(i) comply with any Management Statement which applies to the Lot Burdened; and

(ii) use reasonable endeavours to ensure that its Authorised Users comply with the Management Statement which applies to the Lot Burdened.

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

(c) If a Management Statement regulates the apportionment of costs in relation to an Easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the Easement and a Management Statement, the Management Statement prevails to the extent of the inconsistency.

(d) If the terms of an Easement require compliance with both a Management Statement and rules made by the Building Management Committee, then, to the extent of any inconsistency between the Management Statement and any such rules, the Management Statement prevails.

1.8 General terms

In exercising its rights under an Easement, the Grantee and its Authorised Users must (except to the extent that the terms of the Easement provide to the contrary):

(a) give the Grantor and the occupier of the Lot Burdened not less than fourteen (14) days written notice of its intention to carry out any work on the Lot Burdened (except in an emergency, when notice of the work must be given as soon as practicable after the work is carried out);

(b) ensure that all work is done properly;

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

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

(e) if any damage is caused:

(i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and

(ii) restore the Lot Burdened as nearly as practicable to its former condition to the reasonable satisfaction of the Grantor;



.....

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(f) maintain in a proper and workmanlike manner any work carried out by them on the Lot Burdened; and

(g) make good any collateral damage.

.....

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Registered proprietor

Signed by **Parkes 88 Pty Ltd (ACN 621 682 335)** under s.127(1) of the *Corporations Act 2001*

sign	sign
Director	
office (director or secretary)	office (director or secretary)
Andrew Hristo	
full name	full name

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City of Parramatta Council

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Mortgagee

Signed by **Ardent Joy Opportunity VI Limited (ACN 645 693 429)** by that company's attorney under power of attorney
book 4817
no 240

sign (attorney)

the attorney states that he or she has no notice of termination or suspension of the power

Henry George Self
full name (attorney)

sign (witness)

the witness states that he or she is not a party and was present when the attorney signed

Vicki Tina Patapis
full name (witness)

Level 37, 50 Bridge Street, Sydney NSW 2000
address (witness)

Authorised Officer
City of Parramatta Council

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 11/09/2024

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Plan of Subdivision of Lot 1 in Deposited Plan 1267012 covered by Subdivision Certificate Number SC/104/2024

Mortgagee

Signed by **Navy Sky Opportunity IX Limited (ACN 653 437 319)** by that company's attorney under power of attorney
book 4817
no 240

sign (attorney)

the attorney states that he or she has no notice of termination or suspension of the power

Henry George Self
full name (attorney)

sign (witness)

the witness states that he or she is not a party and was present when the attorney signed

Vicki Tina Patapis
full name (witness)

Level 37, 50 Bridge Street, Sydney NSW 2000
address (witness)

Authorised Officer
City of Parramatta Council

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Mortgagee

Signed by **Golden Strait Development IX Limited (ACN 661 545 311)** by that company's attorney under power of attorney
book 4817
no 240

sign (attorney)

the attorney states that he or she has no notice of termination or suspension of the power

Henry George Self
full name (attorney)

sign (witness)

the witness states that he or she is not a party and was present when the attorney signed

Vicki Tina Patapis
full name (witness)

Level 37, 50 Bridge Street, Sydney NSW 2000
address (witness)

Authorised Officer
City of Parramatta Council

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Mortgagee

Signed by **Grand Peak Development VI Limited (ACN 663 282 451)** by that company's attorney under power of attorney
book 4817
no 240

sign (attorney)

the attorney states that he or she has no notice of termination or suspension of the power

Henry George Self
full name (attorney)

sign (witness)

the witness states that he or she is not a party and was present when the attorney signed

Vicki Tina Patapis
full name (witness)

Level 37, 50 Bridge Street, Sydney NSW 2000
address (witness)

Authorised Officer
City of Parramatta Council

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Mortgagee

Signed by **Somerset Top Development VI Limited (ACN 672 951 834)** by that company's attorney under power of attorney book 4822 no 537

sign (attorney)

the attorney states that he or she has no notice of termination or suspension of the power

Henry George Self

full name (attorney)

sign (witness)

the witness states that he or she is not a party and was present when the attorney signed

Vicki Tina Patapis

full name (witness)

Level 37, 50 Bridge Street, Sydney NSW 2000

address (witness)

Authorised Officer
City of Parramatta Council

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Mortgagee

Signed by **Oasis Peak Development III Limited (ACN 671 867 280)** by that company's attorney under power of attorney
book 4822
no 537

sign (attorney)
the attorney states that he or she has no notice of termination or suspension of the power

Henry George Self
full name (attorney)

sign (witness)
the witness states that he or she is not a party and was present when the attorney signed

Vicki Tina Patapis
full name (witness)

Level 37, 50 Bridge Street, Sydney NSW 2000
address (witness)

.....
Authorised Officer
City of Parramatta Council

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 11/09/2024

Req:R540316 /Doc:DP 1275034 B /Rev:20-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:49 of 49
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Plan: DP1275034

Plan of Subdivision of Lot 1 in Deposited Plan 1267012 covered by Subdivision Certificate Number SC/104/2024

Council

Signed on behalf of **City of Parramatta Council** by its authorised delegate pursuant to s.~~377~~ 378 *Local Government Act 1993*

sign (authorised person)

GROUP MANAGER DEVELOPMENT AND TRAFFIC SERVICES

title (authorised person)

MARK LEOTTA

full name (authorised person)

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 11/09/2024

sign (witness)

the witness states that he or she is an eligible witness and was present when the authorised person signed

SHAUN HEHIR

full name (witness)

9 WENTWORTH STREET PARRAMATTA NSW 2150

address (witness)

Electronic signature of me, Shaun Hehir affixed by me, or at my direction on 11/09/2024

REGISTERED: 20/09/2024

.....

Authorised Officer
City of Parramatta Council

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 11/09/2024

Req:R540309 /Doc:SP 0103396 B /Rev:16-Oct-2024 /NSW LRS /Prt:22-Jul-2026 18:27 /Seq:1 of 6
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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.

SC4235

Plan: SP103396

Plan of Subdivision of Lot 1 in Deposited Plan 1275034 covered by Strata Certificate Number SC4235

Full name and address of the owner of the Land

Parkes 88 Pty Ltd
8-10 Gould Street
STRATHFIELD SOUTH NSW 2136

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 Signage 0.3 Wide (S) (Limited in Stratum)	Common Property	332

Part 2 (Terms)

1. Terms of Easement for Signage 0.3 Wide (S) (Limited in Stratum) numbered 1 in the Plan

(a) Full, free and unimpeded right for the Grantee and its Authorised Users to:

(i) install, and permit to remain in place, one or more Signs within the Easement Site;

(ii) operate, maintain, clean, repair, renew, replace, remove and upgrade any Signs installed under clause 1(a)(i); and

(iii) do anything reasonably necessary for the purposes of exercising the rights under clauses 1(a)(i) and 1(a)(ii), including without limitation:

(A) entering the Lot Burdened and remaining on the Lot Burdened for any reasonable period of time, with or without workmen, materials, tools, equipment and other things; and

(B) carrying out work on the Lot Burdened, including without limitation:

(1) the installation on or into the structure of the Building of frames, supports, fittings and other attachments, for the purpose of mounting any Signs installed or to be installed under clause 1(a)(i); and

Parkes 88 Pty Ltd

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(2) the installation on or into the structure of the Building, and within risers, of:

(i) wiring, pipes and/or conduits for the provision of electricity and other services to and from the Easement Site; and

(ii) fittings and other attachments for such wiring, pipes and/or conduits.

(b) In exercising the rights under this Easement, the Grantee must:

(i) not leave any waste or other materials on the Lot Burdened;

(ii) must not cause any unnecessary damage to the Lot Burdened; and

(iii) must, without unreasonable delay, make good any collateral damage caused to the Lot Burdened.

(c) The Grantee must:

(i) take all reasonable steps to ensure that any Signs and other items installed pursuant to this Easement are kept maintained, serviceable and in a good state of repair and will not pose any threat of danger on the Lot Burdened; and

(ii) pay for all electricity consumed by any Signs installed pursuant to this Easement.

Part 3 (General rules and definitions)

1. Interpretation

1.1 Definitions

In this Instrument, unless the contrary intention appears, the following terms have the following meanings:

Act means the *Conveyancing Act 1919* (NSW).

Authorised User means any person authorised by the Grantee.

Building means the building or building component (as applicable) the subject of the Plan.

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

Easement Site, in relation to an Easement, means the site of the Easement and includes all items within the site of that Easement.

Grantee means the registered proprietor of a Lot Benefited from time to time.

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Plan: SP103396

Plan of Subdivision of Lot 1 in Deposited Plan 1275034 covered by Strata Certificate Number SC4235

Grantor means the registered proprietor of a Lot Burdened from time to time.

Instrument means this instrument under section 88B of the Act.

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

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

Plan means the plan to which this Instrument relates.

Sign means a 1, 2 or 3 dimensional sign (whether or not illuminated).

1.2 Interpretation

(a) The word "includes" in any form is not a word of limitation.

(b) Headings do not affect the interpretation of this Instrument.

(c) The singular includes the plural and conversely.

1.3 Covenants and agreements to run with the land

Each Easement contained within this Instrument is a covenant and agreement between:

(a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and

(b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefit and burden of the Easements.

1.4 Severability

If a provision of an Easement under this instrument is void, unenforceable or illegal, then that provision is severed from that Easement and the remaining provisions of that Easement has full force and effect.

1.5 Positive covenants and maintenance requirements

A requirement in an Easement in this instrument which requires a Grantee or Grantor to maintain or repair an Easement Site or a Lot Burdened or any thing in an Easement Site or Lot Burdened is a positive covenant under section 88BA of the Act.

.....
Parkes 88 Pty Ltd

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Plan: SP103396

Plan of Subdivision of Lot 1 in Deposited Plan 1275034 covered by Strata Certificate Number SC4235

Registered proprietor

Signed by **Parkes 88 Pty Ltd (ACN 621 682 335)** under s.127(1) of the *Corporations Act 2001*

sign	sign
Director / Secretary	
office (director or secretary)	office (director or secretary)
Andrew Hristo	
full name	full name

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Plan: SP103396

Plan of Subdivision of Lot 1 in Deposited Plan 1275034 covered by Strata Certificate Number SC4235

Mortgagee

Signed by **Ardent Joy Opportunity VI Limited (ARBN 645 693 429)** by that company's attorney under power of attorney
book 4817
no 240

sign (attorney)

the attorney states that he or she has no notice of termination or suspension of the power

Henry George Self
full name (attorney)

sign (witness)

the witness states that he or she is not a party and was present when the attorney signed

Maryann Chan
full name (witness)

Corrs Chambers Westgarth
Level 36, 50 Bridge Street
address (witness) Sydney NSW 2000

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Plan: SP103396

Plan of Subdivision of Lot 1 in Deposited Plan 1275034 covered by Strata Certificate Number SC4235

Mortgagee

Signed by **Somerset Top Development VI Limited (ARBN 672 951 834)** by that company's attorney under power of attorney
book 4822
no 537

sign (attorney)
the attorney states that he or she has no notice of termination or suspension of the power

Henry George Self
full name (attorney)

sign (witness)
the witness states that he or she is not a party and was present when the attorney signed

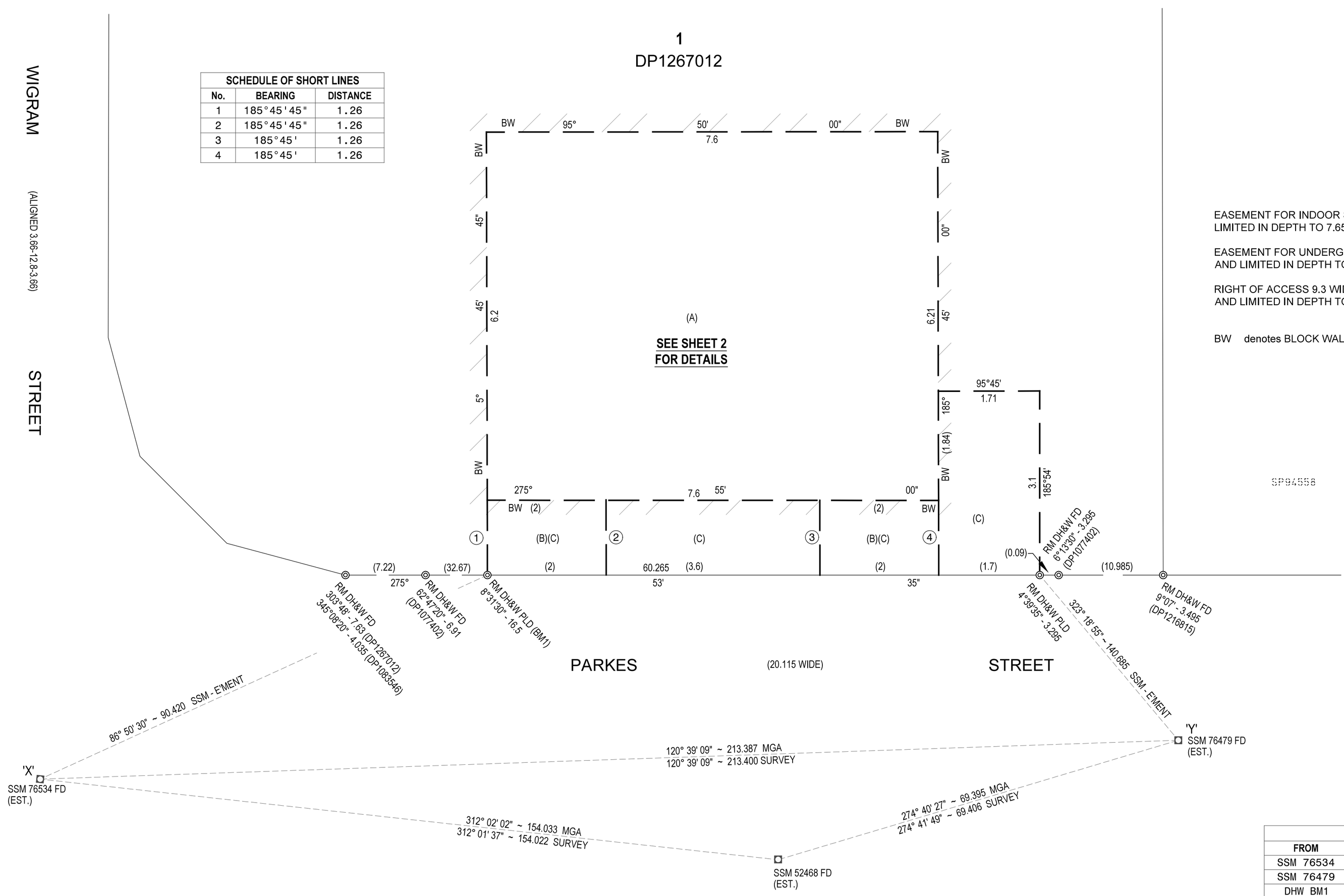
Maryam Khan
full name (witness)

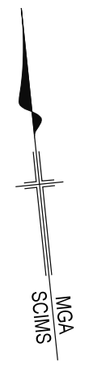
address (witness)
Corrs Chambers Westgarth
Level 36, 50 Bridge Street
Sydney NSW 2000

REGISTERED: 15/10/2024

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SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
1	185°45'45"	1.26
2	185°45'45"	1.26
3	185°45'	1.26
4	185°45'	1.26





EASEMENT FOR INDOOR SUBSTATION VARIABLE WIDTH (A) IS LIMITED IN DEPTH TO 7.65 AND IS LIMITED IN HEIGHT TO 13.45

EASEMENT FOR UNDERGROUND CABLES 2 WIDE (B) IS LIMITED IN HEIGHT TO 8.7 AND LIMITED IN DEPTH TO 7.5

RIGHT OF ACCESS 9.3 WIDE (C) IS LIMITED IN HEIGHT TO 13.45 AND LIMITED IN DEPTH TO 8.1

BW denotes BLOCK WALL

SP94558

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 76534	SSM 76479	+4.965	TRIG HEIGHTING
SSM 76479	DHW BM1	-3.968	TRIG HEIGHTING
DHW BM1	SSM 76534	-0.997	TRIG HEIGHTING
HEIGHT DATUM: AHD71			

(A) EASEMENT FOR INDOOR SUBSTATION VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT FOR UNDERGROUND CABLES 2 WIDE (LIMITED IN STRATUM)
(C) RIGHT OF ACCESS 9.3 WIDE (LIMITED IN STRATUM)

HEIGHT SCHEDULE					
Mark	AHD VALUE	CLASS	LU	Method	State
SSM 76534	7.37	B	0.03	FROM SCIMS - DATUM VALIDATION	Found
SSM 76479	12.34	B	0.03	PLACED	Placed
SSM 52468	11.578	B	0.03	PLACED	Found
DATE OF SCIMS VALUES: 19-11-2023				HEIGHT DATUM: AHD71	

COORDINATE SCHEDULE						
Mark	MGA EASTING	MGA NORTHING	CLASS	PU	Method	State
SSM 76534	315 744.167	6 256 156.788	B	0.02	SCIMS	Found
SSM 76479	315 927.741	6 256 047.996	B	0.02	SCIMS	Found
SSM 52468	315 858.576	6 256 053.651	B	0.02	SCIMS	Found
DATE OF SCIMS COORDINATES: 19-11-2023			COMBINED SCALE FACTOR 1.000013			
MGA ZONE: 56			MGA DATUM: GDA2020			

Surveyor:
SCOTT MACKEDIE
Date of Survey: 15/01/2024
Surveyor's Ref: 7873

PLAN OF EASEMENTS OVER LOT 1 IN DP1267012

L G A: CITY OF PARRAMATTA
Locality: HARRIS PARK
Reduction Ratio 1:50
Lengths are in metres.

REGISTERED
23/08/2024

DP1308291

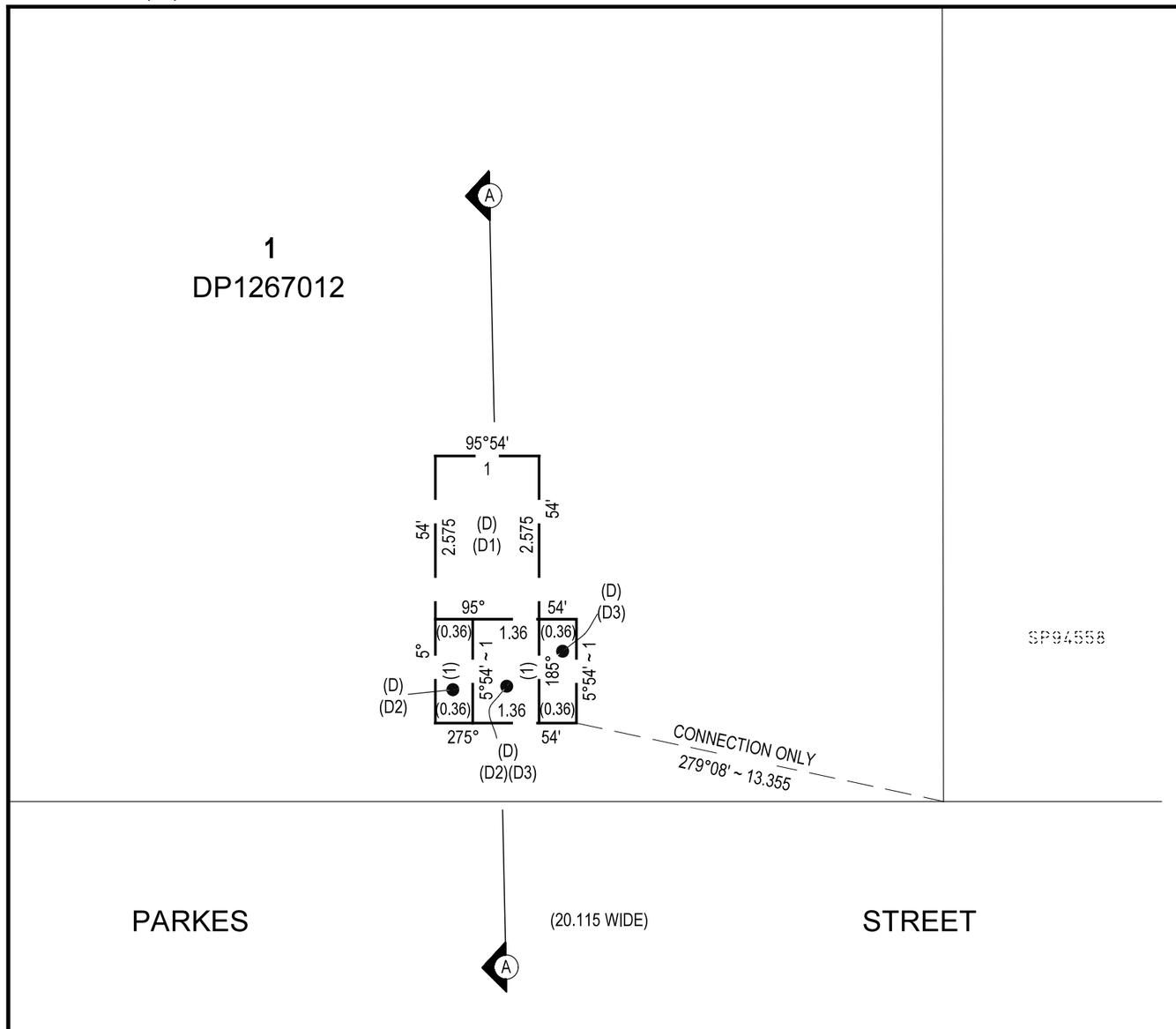
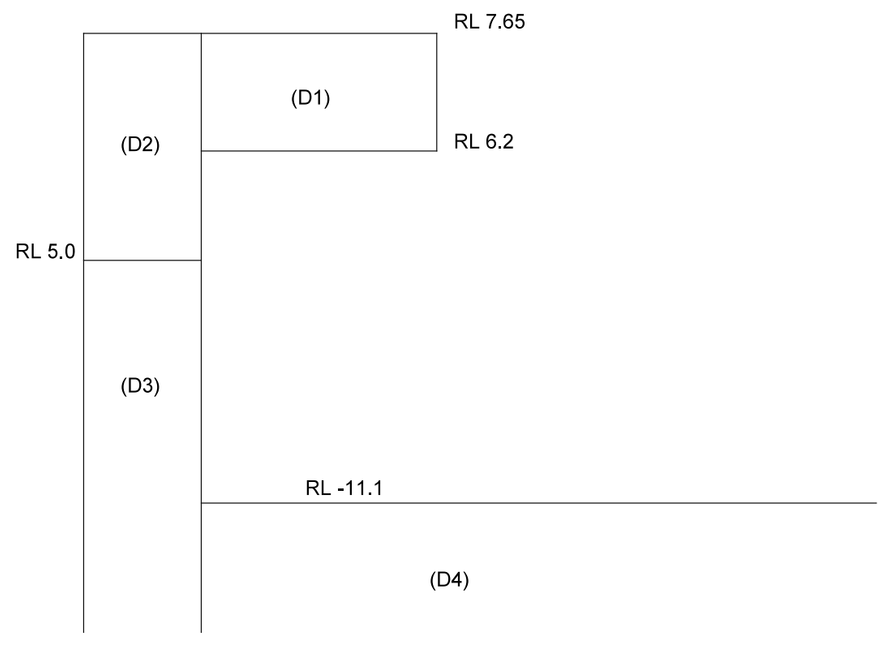


DIAGRAM 1
BASEMENTS 1-5
1:50



SECTION A-A
NTS

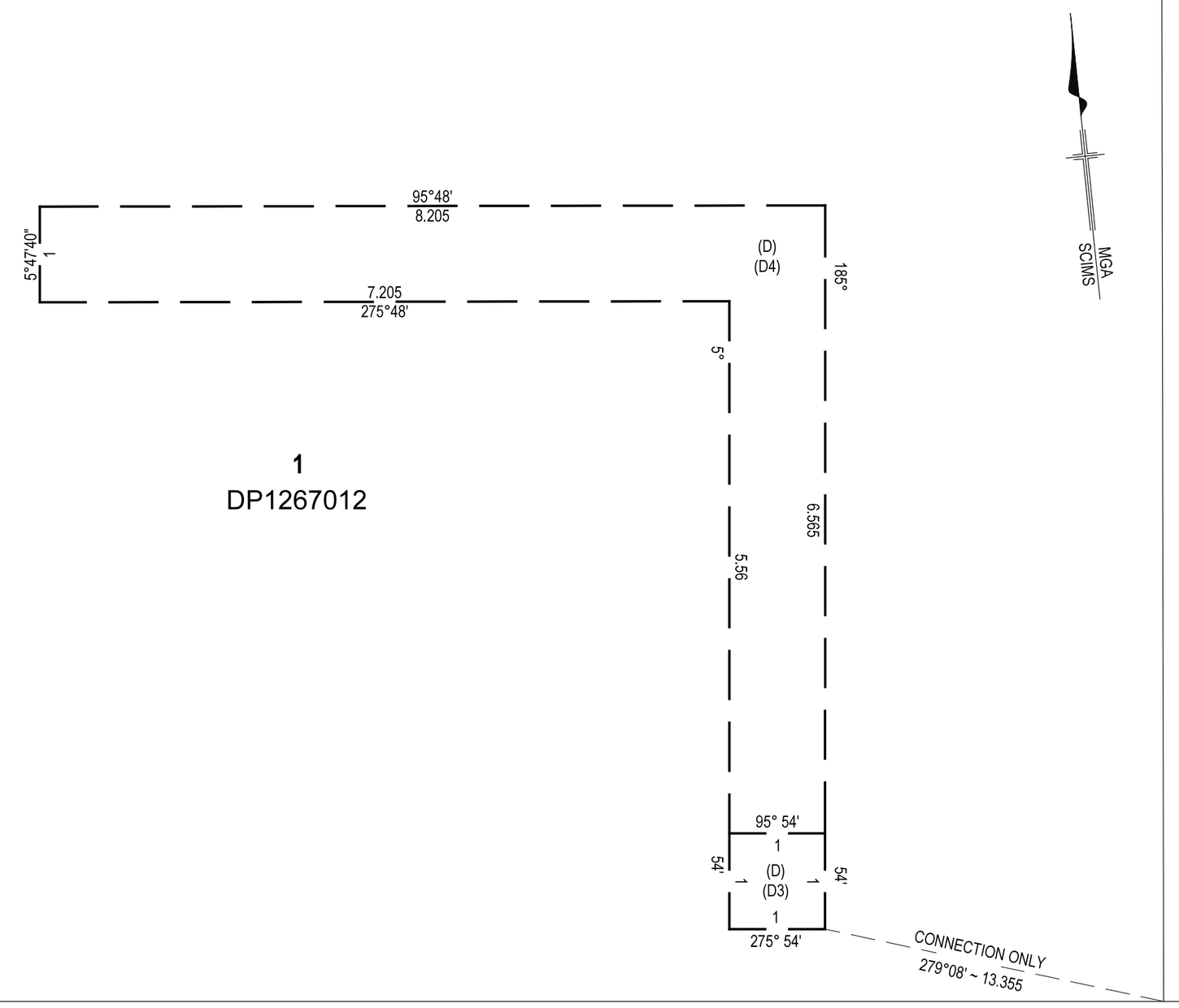


DIAGRAM 2
BASEMENT 6
1:50

SCHEDULE OF EASEMENT LIMITS	
D1	INDICATES EASEMENT LIMITED IN HEIGHT TO RL7.65 AND LIMITED IN DEPTH TO RL6.2
D2	INDICATES EASEMENT LIMITED IN HEIGHT TO RL7.65 AND LIMITED IN DEPTH TO RL5.0
D3	INDICATES EASEMENT LIMITED IN HEIGHT TO RL5.0 AND IS UNLIMITED IN DEPTH
D4	INDICATES EASEMENT LIMITED IN HEIGHT TO RL-11.10 AND UNLIMITED IN DEPTH

(D) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (LIMITED IN STRATUM)

Surveyor:
SCOTT MACKEDIE
Date of Survey: 15/01/2024
Surveyor's Ref: 7873

PLAN OF EASEMENTS OVER LOT 1 IN DP1267012

L G A: CITY OF PARRAMATTA
Locality: HARRIS PARK
Reduction Ratio: AS SHOWN
Lengths are in metres.

REGISTERED
23/08/2024

DP1308291

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PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 23/08/2024

Title System: TORRENS

Office Use Only

DP1308291

PLAN OF EASEMENTS OVER LOT 1 IN DP1267012

LGA: CITY OF PARRAMATTA

Locality: HARRIS PARK

Parish: ST JOHN

County: CUMBERLAND

Survey Certificate

I, SCOTT MACKEDIE

of SDG PTY LTD
P.O. Box 2572, NORTH PARRAMATTA 1750

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 15/01/2024

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....~~
~~.....)~~
~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or~~

*(c) ~~The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X' – 'Y'

Type: *Urban/*Rural

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

Signature: S.Mackedie Dated: 16/01/2024

Surveyor Identification No: SU009201
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Registration number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP1267012

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

Surveyor's Reference: 7873

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

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Registered: 23/08/2024

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PLAN OF EASEMENTS OVER LOT 1 IN DP1267012

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 INDOOR SUBSTATION VARIABLE WIDTH (LIMITED IN STRATUM) (A)
2. EASEMENT FOR UNDERGROUND CABLES 2 WIDE (LIMITED IN STRATUM) (B)
3. RIGHT OF ACCESS 9.3 WIDE (LIMITED IN STRATUM) (C)
4. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (LIMITED IN STRATUM) (D)

TO RELEASE:

1. EASEMENT FOR INDOOR SUBSTATION LIMITED IN HEIGHT (DP1083546)
2. RIGHT OF ACCESS LIMITED IN HEIGHT (DP1083546)

EXECUTED by)
Parkes 88 Pty Ltd)
ACN 621 682 335)
in accordance with s127 of)
the Corporations Act 2001)

.....
Andrew Hrsto
Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

Req:R540312 /Doc:DP 1308291 P /Rev:23-Aug-2024 /NSW LRS /Prt:22-Jul-20
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 8 sheet(s)

Registered: 23/08/2024 Office Use Only

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PLAN OF EASEMENTS OVER LOT 1 IN DP1267012

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.

Consent of Mortgagee – AR104973
ARDENT JOY OPPORTUNITY VI LIMITED

Executed by
ARDENT JOY OPPORTUNITY VI LIMITED)
ARBN 645 693 429 by the party's attorney)
pursuant to power of attorney registered Book)
4817 No 240 who states that no notice of)
revocation of the power of attorney has been)
received in the presence of:)

.....
Witness

MATT WANG
Name of Witness (print)

LEVEL 37, 50 BRIDGE STREET,
SYDNEY NSW 2000
Address of Witness (print)

.....
Attorney

Henry George Self
Name of Attorney (print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

Req:R540312 /Doc:DP 1308291 P /Rev:23-Aug-2024 /NSW LRS /Prt:22-Jul-20
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 8 sheet(s)

Office Use Only

Registered: 23/08/2024

Office Use Only

DP1308291

PLAN OF EASEMENTS OVER LOT 1 IN DP1267012

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.

Consent of Mortgagee – AS265095
NAVY SKY OPPORTUNITY IX LIMITED

Executed by:)
NAVY SKY OPPORTUNITY IX LIMITED)
ARBN 653 437 319 by the party's attorney)
pursuant to power of attorney registered)
Book 4817 No 240 who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....
Witness

MATT WANG
Name of Witness (print)

LEVEL 37, 50 BRIDGE STREET,
SYDNEY NSW 2000
Address of Witness (print)

.....
Attorney

Henry George Self
Name of Attorney (print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

Req:R540312 /Doc:DP 1308291 P /Rev:23-Aug-2024 /NSW LRS /Prt:22-Jul-20
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 8 sheet(s)

Registered: 23/08/2024 Office Use Only

Office Use Only

DP1308291

PLAN OF EASEMENTS OVER LOT 1 IN DP1267012

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.

Consent of Mortgagee – AS751635
GOLDEN STRAIT DEVELOPMENT IX LIMITED

EXECUTED by:)
GOLDEN STRAIT DEVELOPMENT IX LIMITED)
ARBN 661 545 311 by the party's attorney pursuant)
to power of attorney registered Book 4817 No 240)
who states that no notice of revocation of the power)
of attorney has been received in the presence of:)

.....
Witness

.....
Attorney

MATT WANG
Name of Witness (print)

Henry George Self
Name of Attorney (print)

LEVEL 37, 50 BRIDGE STREET,
SYDNEY NSW 2000
Address of Witness (print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

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

Registered: 23/08/2024 Office Use Only

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DP1308291

PLAN OF EASEMENTS OVER LOT 1 IN DP1267012

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.

Consent of Mortgagee – AT128782
GRAND PEAK DEVELOPMENT VI LIMITED

Executed by:
GRAND PEAK DEVELOPMENT VI LIMITED ARBN 663 282 451 by the party's attorney pursuant to power of attorney registered Book 4817 No 240 who states that no notice of revocation of the power of attorney has been received in the presence of:

.....
Witness

MATT WANG
Name of Witness (print)

LEVEL 37, 50 BRIDGE STREET, SYDNEY NSW 2000
Address of Witness (print)

.....
Attorney

Henry George Self
Name of Attorney (print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

Req:R540312 /Doc:DP 1308291 P /Rev:23-Aug-2024 /NSW LRS /Prt:22-Jul-20
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of 8 sheet(s)

Office Use Only

Registered: 23/08/2024

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DP1308291

PLAN OF EASEMENTS OVER LOT 1 IN DP1267012

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.

Consent of Mortgagee – AT867145
SOMERSET TOP DEVELOPMENT VI LIMITED

Executed by:
SOMERSET TOP DEVELOPMENT VI LIMITED
ARBN 672 951 834 by the party's attorney
pursuant to power of attorney registered
Book 4822 No 537 who states that no notice of
revocation of the power of attorney has been
received in the presence of:

.....
Witness

.....
Attorney

MATT WANG
.....
Name of Witness (print)

LEVEL 37, 50 BRIDGE STREET,
SYDNEY NSW 2000
.....
Address of Witness (print)

Henry George Self
.....
Name of Attorney (print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

Req:R540312 /Doc:DP 1308291 P /Rev:23-Aug-2024 /NSW LRS /Prt:22-Jul-20
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 8 of 8 sheet(s)

Office Use Only

Registered: 23/08/2024

Office Use Only

DP1308291

PLAN OF EASEMENTS OVER LOT 1 IN DP1267012

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.

Consent of Mortgagee – AT867146
OASIS PEAK DEVELOPMENT III LIMITED

Executed by:)
OASIS PEAK DEVELOPMENT III LIMITED)
ARBN 671 867 280 by the party's attorney)
pursuant to power of attorney registered)
Book 4822 No 537 who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....
Witness

MATT WANG
.....
Name of Witness (print)

LEVEL 37, 50 BRIDGE STREET,
SYDNEY NSW 2000
.....
Address of Witness (print)

.....
Attorney

Henry George Self
.....
Name of Attorney (print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7873

Req:R540313 /Doc:DL AU379119 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:1 of 10
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Lodger Details

Lodger Code	504981W
Name	SPECTRUM CLIENT SOLUTIONS
Address	GPO BOX 2453 SYDNEY 2001
Lodger Box	390G
Email	ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference	ALAND - 20 PARK

Land Registry Document Identification

AU379119

STAMP DUTY:

Restriction on the Use of Land by a Prescribed Authority (13RPA)

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
1/1267012	N	

Applicant

SPECTRUM SOLUTIONS PTY LIMITED ABN 60152116393ACN 152116393

Registered company

Document Type

Restriction on the Use of Land by a Prescribed Authority (13RPA)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	SPECTRUM SOLUTIONS PTY LIMITED
Signer Name	DANIEL WILLIAM DOOLEY
Signer Organisation	SPECTRUM SOLUTIONS PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	30/08/2024

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Form: 13RPA
Release: 3·1

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

New South Wales
Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional pages to the top left-hand corner.

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

(A) **TORRENS TITLE** 1/1267012

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Reference:	RV

(C) **REGISTERED PROPRIETOR**
Of the above land
PARKES 88 PTY LTD ACN 621 682 335

(D) **LESSEE MORTGAGEE or CHARGEE**
Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AR104973 AS265095 AS751635 AT128782 AT867145 AT867146	ARDENT JOY OPPORTUNITY VI LIMITED NAVY SKY OPPORTUNITY IX LIMITED GOLDEN STRAIT DEVELOPMENT IX LIMITED GRAND PEAK DEVELOPMENT VI LIMITED SOMERSET TOP DEVELOPMENT VI LIMITED OASIS PEAK DEVELOPMENT III LIMITED

(E) **PRESCRIBED AUTHORITY**
Within the meaning of section 88E(1) of the Conveyancing Act 1919
CITY OF PARRAMATTA COUNCIL

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 28/08/2024

(G) I certify that an **authorised officer of the prescribed authority** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Name of witness: SHAUN HEHIR

Address of witness: 9 WENTWORTH STREET
PARRAMATTA NSW 2150

Electronic signature of me, Shaun Hehir affixed by me, or at my direction on 28/08/2024

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 28/08/2024

Signature of authorised officer:

Name of authorised officer: MARK LEOTTA

Position of authorised officer: GROUP MANAGER DEVELOPMENT AND TRAFFIC SERVICES

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: PARKES 88 PTY LTD ACN 621 682 335
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: ANDREW HRSTO
Office held: Sole Director/Secretary

Signature of authorised person:

Name of authorised person:
Office held:

(H) The mortgagee under mortgage No. AR104973 AS265095 AS751635 AT128782 AT867145 AT867146 agrees to be bound by this restriction.
I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: (For Execution by Mortgagee)

Name of witness: (see Annexure A)

Address of witness:

Signature of mortgagee:

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

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ANNEXURE 'A'
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 IN DP1267012

Terms of Restriction on the Use of land

The registered proprietor shall not make or permit or suffer the making of any alterations to the flood proofing and flood risk management measures which are constructed on or implemented over the lot(s) burdened without the prior consent in writing of the City of Parramatta Council. The expression "flood proofing and flood risk management measures" shall include but not be limited to all flood gates, flood doors, sewage tanks, potable water tanks, evacuation refuge areas and associated supplies, backup power facilities, flood warning systems, water level triggers, flood emergency response plan and other infrastructure designed to prevent or mitigate flooding. The flood proofing and flood risk management measures are detailed on the design plans and flood emergency response plan approved by City of Parramatta Council on 10th March 2022.

A copy of the documents are held on Council File No. DA/883/2021.

Name of Authority having the power to release, vary or modify the restriction is **City of Parramatta Council**

.....
Registered Proprietor

APPROVED BY CITY OF PARRAMATTA COUNCIL

.....
Authorised Delegate

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 28/08/2024

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Consent of Mortgagee – AR104973
Ardent Joy Opportunity VI Limited

Executed by
ARDENT JOY OPPORTUNITY VI LIMITED)
ARBN 645 693 429 by the party's attorney)
pursuant to power of attorney registered)
Book 4817 No 240 who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....
Signature of Witness

Vicki Tina Patapis
Name of Witness

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness

.....
Attorney

Henry George Self
Name of Attorney

Req:R540313 /Doc:DL AU379119 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:5 of 10
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Consent of Mortgagee – AS265095
Navy Sky Opportunity IX Limited

Executed by:)
NAVY SKY OPPORTUNITY IX LIMITED)
ARBN 653 437 319 by the party's attorney)
pursuant to power of attorney registered)
Book 4817 No 240 who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....	.....
Signature of Witness	Attorney
	Henry George Self
.....Vicki Tina Patapis.....	.....
Name of Witness	Name of Attorney

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness

Req:R540313 /Doc:DL AU379119 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:6 of 10
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Consent of Mortgagee – AS751635
Golden Strait Development IX Limited

Executed by:)
GOLDEN STRAIT DEVELOPMENT IX LIMITED)
ARBN 661 545 311 by the party's attorney pursuant)
to power of attorney registered Book 4817 No 240)
who states that no notice of revocation of the power)
of attorney has been received in the presence of:)

.....
Signature of Witness

Vicki Tina Patapis
Name of Witness

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness

.....
Attorney

Henry George Self
Name of Attorney

Req:R540313 /Doc:DL AU379119 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:7 of 10
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Consent of Mortgagee – AT128782
Grand Peak Development VI Limited

Executed by:)
GRAND PEAK DEVELOPMENT VI LIMITED)
ARBN 663 282 451 by the party's attorney pursuant)
to power of attorney registered Book 4817 No 240)
who states that no notice of revocation of the power)
of attorney has been received in the presence of:)

.....	.....
Signature of Witness	Attorney
	Henry George Self
Vicki Tina Patapis	.....
Name of Witness	Name of Attorney

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness

Req:R540313 /Doc:DL AU379119 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:8 of 10
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Consent of Mortgagee – AT867145
SOMERSET TOP DEVELOPMENT VI LIMITED

Executed by:)
SOMERSET TOP DEVELOPMENT VI LIMITED)
ARBN 672 951 834 by the party's attorney)
pursuant to power of attorney registered)
Book 4822 No 537 who states that no notice of)
revocation of the power of attorney has been)
received in the presence of:)

.....	.....
Signature of Witness	Attorney
	Henry George Self
Vicki Tina Patapis	.....
Name of Witness	Name of Attorney

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness

Req:R540313 /Doc:DL AU379119 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:9 of 10
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Consent of Mortgagee – AT867146
OASIS PEAK DEVELOPMENT III LIMITED

Executed by:)
OASIS PEAK DEVELOPMENT III LIMITED)
ARBN 671 867 280 by the party's attorney)
pursuant to power of attorney registered)
Book 4822 No 537 who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....	.....
Signature of Witness	Attorney
	Henry George Self
Vicki Tina Patapis	.....
Name of Witness	Name of Attorney

Level 37, 50 Bridge Street, Sydney NSW 2000
Address of Witness

Req:R540313 /Doc:DL AU379119 /Rev:02-Sep-2024 /NSW LRS /Prt:22-Jul-2026 18:28 /Seq:10 of 10
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ANNEXURE 'A' - Continued
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 IN DP1267012

City of Parramatta Council by its authorised delegate pursuant to s378 Local Government Act 1919



.....
Signature of Delegate

MARK LEOTTA
.....
Name of Delegate

GROUP MANAGER
DEVELOPMENT AND TRAFFIC
SERVICES
.....
Position of Delegate

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 28/08/2024

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



.....
Signature of Witness

SHAUN HEHIR
.....
Name of Witness

9 WENTWORTH STREET
PARRAMATTA NSW 2150
.....
Address of Witness

Electronic signature of me, Shaun Hehir affixed by me, or at my direction on 28/08/2024

Req:R540314 /Doc:DL 3463243 /Rev:04-Nov-1997 /NSW LRS /Pgs:ALL /Prt:22-Jul-2026 18:27 /Seq:1 of 3
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97-01TG LTO Licence Number 10V/0170/95

TRANSFER GRANTING EASEMEN

Real Property Act 1900

3463243 K

RELODGED 3.25 27 OCT 1997 LAND TITLES OFFICE

Office of State Revenue use only

011097 5707 04 402103961/01 $10.00
N.S.W. STAMP DUTY

(A) LAND
Show no more than 20 References to Title

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
12/ 128882	A/ 393819

(B) LODGED BY

L.T.O. Box	Name, Address or DX and Telephone	
301V	MatthewsFolbigg SOLICITORS & ATTORNEYS 635 7986 Box 248, P.O. Parramatta DX 8233 Parramatta REFERENCE (max. 15 characters): 6071 Fax No. 689 3494	TG

(C) TRANSFEROR
(Registered Proprietor of servient tenement)
Bodene Pty Ltd ACN 003 040 757 TJ0968362BODENE
Venustrun Pty Ltd ACN 002 865 581

(D) acknowledges receipt of the consideration of $1.00

(E) and TRANSFERS and GRANTS Easement for support 1 wide (See Annexure 'A' for terms of easement and Annexure 'B' for plan)

out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEREE.

(F) TRANSFEREE
(Registered Proprietor of dominant tenement)
Taveday Pty Ltd ACN 001 802 820

(G) subject to the following ENCUMBRANCES 1. Z115455 2. I782377 3. 2259628

(H) We certify this dealing correct for the purposes of the Real Property Act 1900. DATE 23rd September 1997

Signed in my presence by the Transferor who is personally known to me.

THE COMMON SEAL of BODENE PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

Signature of Witness
Name of Witness (BLOCK LETTERS)
Address of Witness

Common BODENE PTY. LTD. A.C.N. 003 040 757 Seal

THE COMMON SEAL of VENUSTRUN PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

Common VENUSTRUN PTY. LIMITED A.C.N. 002 865 581 Seal

P MUSCAT DIRECTOR
J.M. MUSCAT SECRETARY

Signature of Transferee

Signed in my presence by the Transferee who is personally known to me.

THE COMMON SEAL of TAVEDAY PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

Signature of Witness
Name of Witness (BLOCK LETTERS)
Address of Witness

Common TAVEDAY PTY. LTD. A.C.N. 001 802 820 Seal

0495LTO

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

CHECKED BY (Office use only)

24.10.97 - NB & May & accepted

Req:R540314 /Doc:DL 3463243 /Rev:04-Nov-1997 /NSW LRS /Pgs:ALL /Prt:22-Jul-2026 18:27 /Seq:2 of 3
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Our Reference: 2922

ANNEXURE "A"

TERMS OF EASEMENT FOR SUPPORT 1 WIDE

An easement for the support of a slab or slabs of concrete or other appropriate materials to be constructed at any time after the date hereof to span from all or any points within the easement to all or any part of the dominant tenement together with the full and free right leave liberty and licence for the grantee his successors in title the owners and occupiers for the time being of the dominant tenement to enter at all reasonable times upon the servient tenement with surveyors workmen and such vehicles machinery materials equipment and other things necessary to lay erect construct place and forever retain use maintain repair remove and replace the slab or slabs and such piers of concrete or steel together with footings and foundations of concrete and walls of brick or concrete block (or in the case of each of them such other material as is appropriate) as are necessary to support the slab or slabs AND the Registered Proprietor for the time being of the servient tenement shall not erect or permit to be erected any building or other erection of any kind or description in the said easement or alter the surface level thereof or carry out any form of construction affecting the surface undersurface or subsoil thereof PROVIDED THAT the grantee shall in exercising his rights aforesaid take all reasonable precautions to minimise damage of the servient tenement and upon completion of the works aforesaid properly repair any such damage.

C:\WORDS\88B\SUPPORT1.DOC

ACN 000 786 345

AS MORTGAGEE, PAULANNA HOLDINGS PTY LIMITED CONSENTS TO THE WITHIN TRANSFER GRANTING EASEMENT

P M MUSCAT DIRECTOR

J M MUSCAT SECRETARY

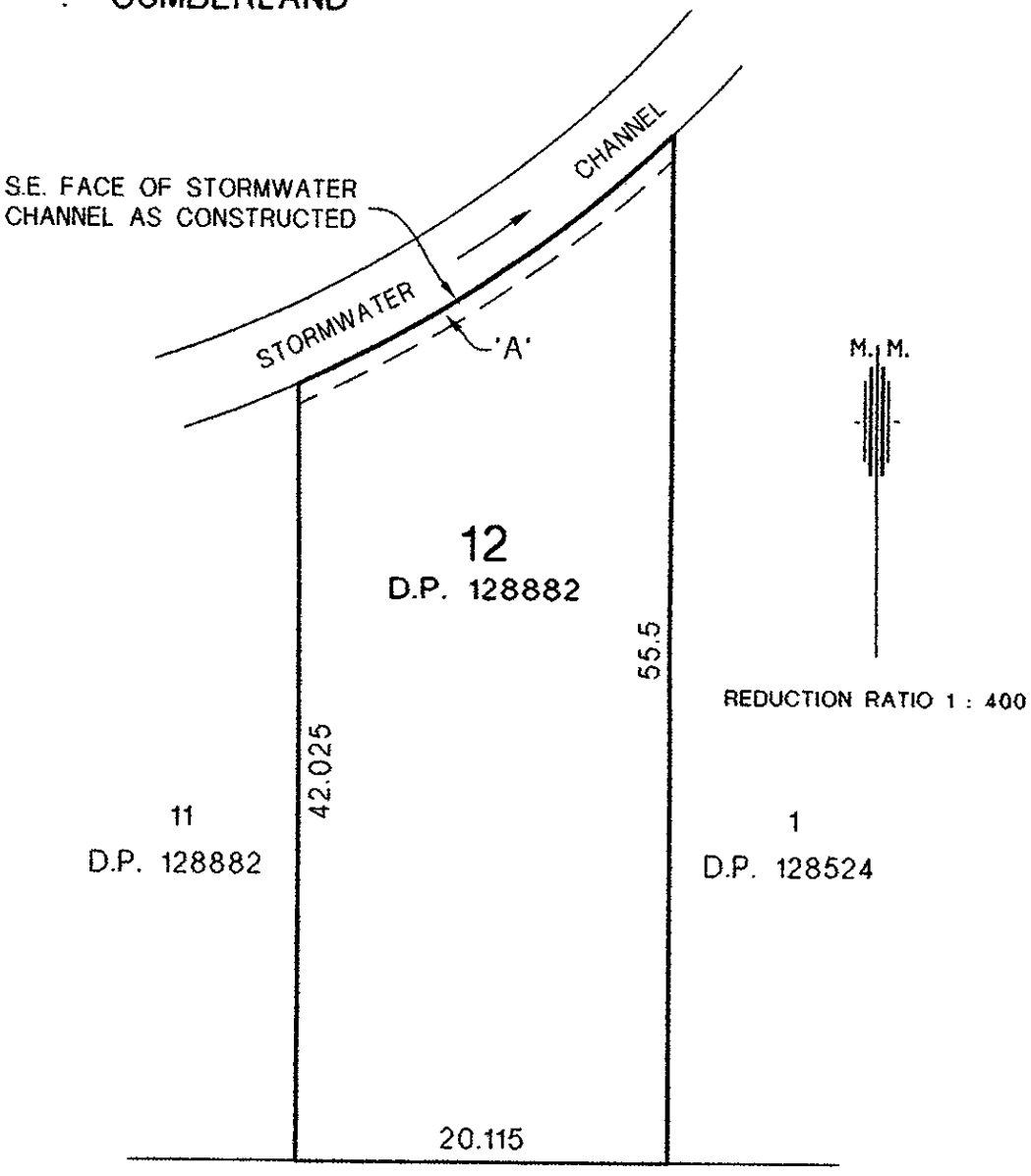
Common
PAULANNA HOLDINGS PTY. LIMITED
A.C.N. 000 786 345
Seal

Req:R540314 /Doc:DL 3463243 /Rev:04-Nov-1997 /NSW LRS /Pgs:ALL /Prt:22-Jul-2026 18:27 /Seq:3 of 3
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ANNEXURE "B"

PLAN OF EASEMENT FOR SUPPORT 1 WIDE AFFECTING LOT 12 D.P.128882

LGA	:	PARRAMATTA	LOT & D.P.	:	LOT 12 D.P.128882
LOCALITY	:	HARRIS PARK	DATE	:	12th SEPTEMBER 1997
PARISH	:	ST. JOHN			
COUNTY	:	CUMBERLAND			



PARKES STREET

'A' ~ EASEMENT FOR SUPPORT 1 WIDE

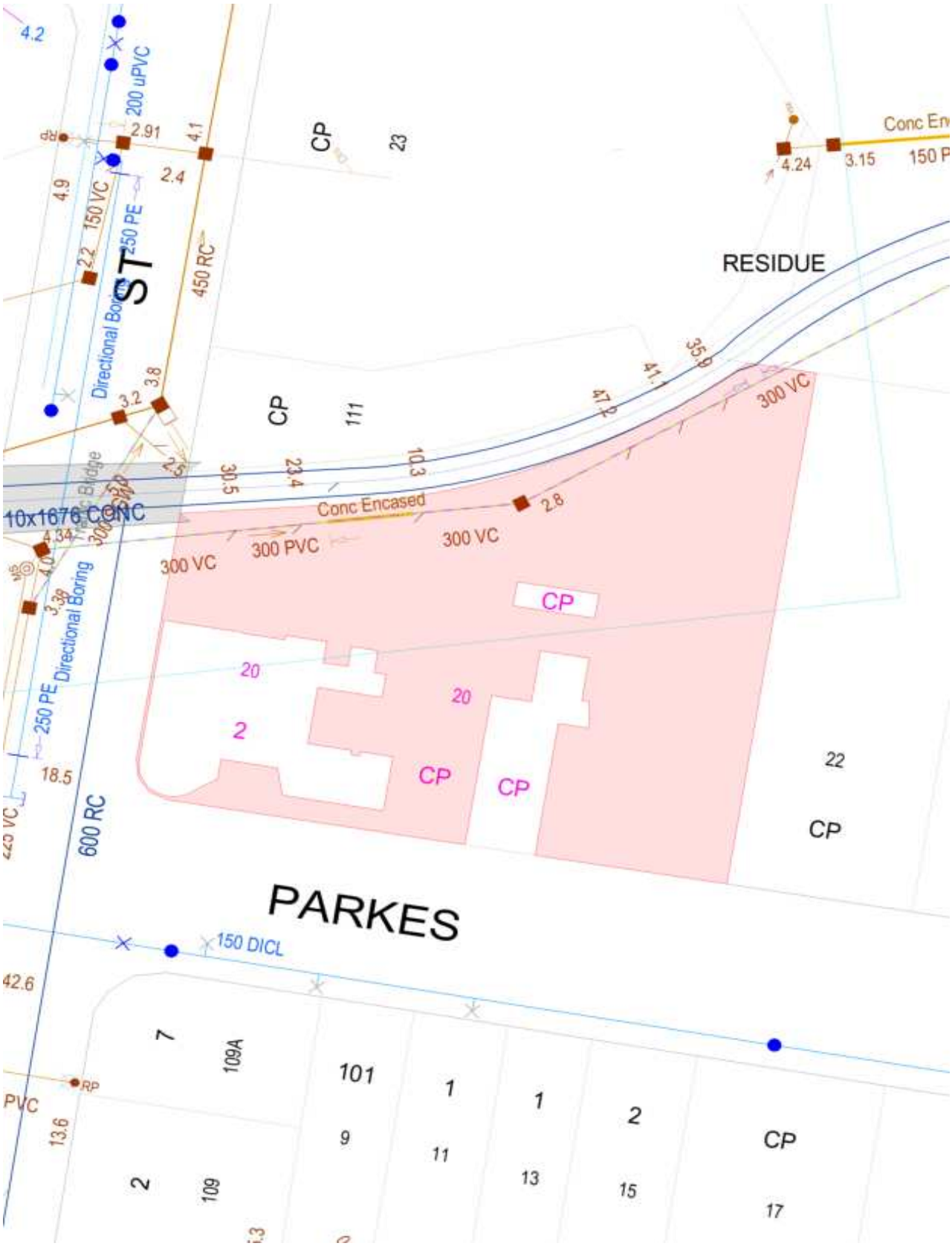
LODGE WITH DEALING
2-10-1997

PREPARED BY
ASHER McNEILL NIALL PTY. LTD.
P.O.BOX 1455 PARRAMATTA 2124
A.C.N. 056 502 995

REGISTERED SURVEYOR

Service Location Print

Application Number: 8005417186

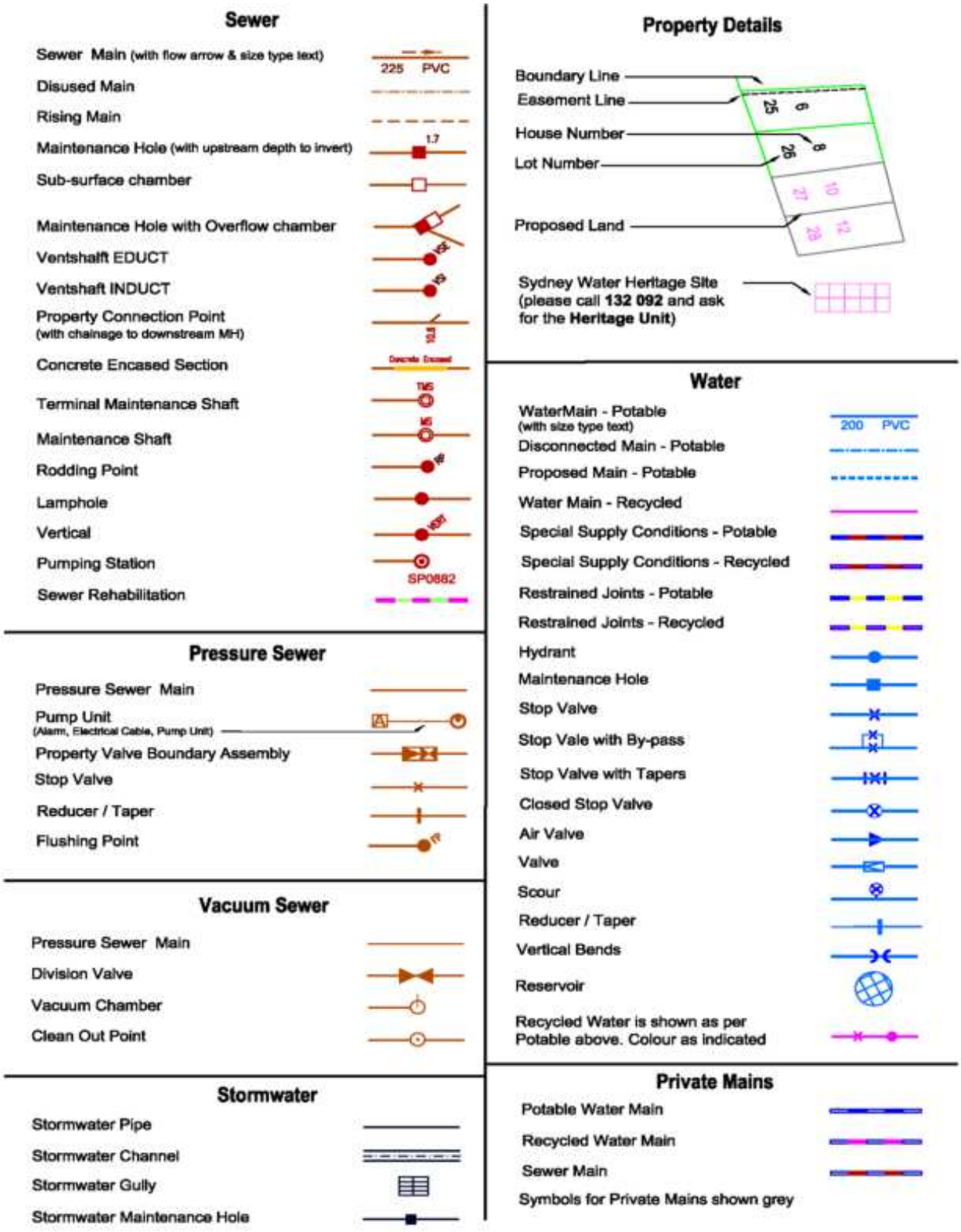


Document generated at 22-07-2026 06:40:46 PM

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

Asset Information

Legend



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

Pipe Types

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

Further Information

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

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

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

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

22 July 2026

Infotrack Pty Limited

Reference number: **8005417193**

Property address: **U 1406/20 Parkes St Harris Park NSW 2150**

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Certificate No: 2026/5303

Fee: $73.50

Issue Date: 24 July 2026

Receipt No: 8471092

Applicant Ref: 2026312:276378

DESCRIPTION OF LAND

Address: 1406/20 Parkes Street
HARRIS PARK NSW 2150

Lot Details: Lot 103 SP 103396

SECTION A

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

Parramatta Local Environmental Plan 2023

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

The land is zoned: MU1 Mixed Use PLEP2023

Zone MU1 Mixed Use (Parramatta Local Environmental Plan 2023)

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

1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To create opportunities to improve the public domain and pedestrian links.
- To protect and enhance the unique qualities and character of special character areas in Parramatta City Centre.

2 Permitted without consent

Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Water recycling facilities; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Research stations; Rural industries; Rural workers' dwellings; Secondary dwellings; Semi-detached dwellings; Sewerage systems; Sex services premises; Signage; Storage premises; Transport depots;

Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

SECTION B

State Policies and Regional Environmental Plans

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

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

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

Draft Local Environmental Plan

The land is 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. The Draft Local Environmental Plan is described below.

Harmonisation Supplementary Matters and Housekeeping Planning Proposal

This land is affected by the planning proposal seeking to amend the Parramatta Local Environmental Plan (LEP) 2023. The Planning Proposal contains several administrative amendments known as 'housekeeping matters' to the planning controls in the Parramatta Local Environmental Plan (LEP) 2023.

The planning proposal seeks to:

- Rezone some land in the Parramatta Local Environmental Plan (LEP) 2023.
- Remove Clause 6.19 *Subdivisions for dual occupancies prohibited on certain land* from the Parramatta Local Environmental Plan (LEP) 2023. Amend the dual occupancy prohibition map in the Parramatta Local Environmental Plan (LEP) 2023 to remove properties marked with an 'S'.
- Remove the intensive Urban Development Area Map from the Parramatta Local Environmental Plan (LEP) 2023.
- Amend Clause 3.3(2) and 6.3(2) of the Parramatta Local Environmental Plan (LEP) 2023 to correct references to the Biodiversity Map.
- Amend Clause 5.1(2) and the Land Reservation Acquisition Map of the Parramatta Local Environmental Plan (LEP) 2023:

  - Removing “Local Road” Infrastructure and “Council” as the relevant acquisition authority as there is no associated mapping and it is not required.
  - Removing “School” Infrastructure and “Department of Education” as the relevant acquisition authority as they are not standard map labels and amending them to the standard “Educational Establishment / “Department of Education” label.
- Amend Clause 5.1A(3) of the Parramatta Local Environmental Plan (LEP) 2023 to include “Regional cycleway”.
- Amend Clauses 6.12, 7.10 and 8.4 of the Parramatta Local Environmental Plan (LEP) 2023 to clarify “active uses”.
- Amend Clauses 6.20(1) and (2) of the Parramatta Local Environmental Plan (LEP) 2023 to omit references to mapping colour.
- Amend Clause 6.21(1) and (3) of the Parramatta Local Environmental Plan (LEP) 2023 to omit references to mapping colour;
- Amend Clause 7.17(2) of the Parramatta Local Environmental Plan (LEP) 2023 to omit reference to buildings with a GFA <2,000m^2.
- Amend Clause 7.25(4)(c)(i) to (ii) in the Parramatta Local Environmental Plan (LEP) 2023 to clarify ‘room’ in the context of hotel, motel, and serviced apartments.
- Amend Schedule 2 Exempt Development in the Parramatta Local Environmental Plan (LEP) 2023 to introduce advertising signage for public sportsgrounds for land zoned zone RE1 Public Recreation Parramatta Local Environmental Plan (LEP) 2023.
- Amend the title of Clause 4.1C of the Parramatta Local Environmental Plan (LEP) 2023 to remove the word subdivision.
- Correct other anomalies, omissions, and inconsistencies in the Parramatta Local Environmental Plan (LEP) 2023 and Parramatta Local Environmental Plan (LEP) 2023 Maps.

Further information on the Planning Proposal to amend Parramatta Local Environmental Plan (LEP) 2023 can be found at https://participate.cityofparramatta.nsw.gov.au or by contacting Council.

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

Development Standards
The land or part of the land is identified as being within a “Floodplain Risk Management Area” on the Floodplain Risk Management Map of the Parramatta Local Environmental Plan 2023.

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

The Parramatta City Centre Local Infrastructure Contributions Plan 2022 (Amendment No 3) applies to the land.

Heritage Item/Heritage Conservation Area
An item of environmental heritage is not situated on the land.

The land is not located in a heritage conservation area.

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

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

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

Site Compatibility Certificate (Affordable Rental Housing)
At the date of issue of this certificate Council is not aware of any

a. Site compatibility certificate (affordable rental housing),

in respect to the land.

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

Clause 59(2)(a) - is the land to which the certificate relates is significantly contaminated land?
NO

Clause 59(2)(b) - is the land to which the certificate relates is subject to a management order?
NO

Clause 59(2)(c) - is the land to which the certificate relates is the subject of an approved voluntary management proposal?
NO

Clause 59(2)(d) - is the land to which the certificate relates is subject to an ongoing maintenance order?
NO

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

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

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

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

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

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

Coastal Protection
Has the owner (or any previous owner) of the land been consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?
NO

Council Policy
Council has not adopted a policy to restrict the development of the land by reason of the likelihood of projected sea level rise (coastal protection), tidal inundation, subsidence or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre.

NSW Rural Fire Service Guidelines entitled ‘Planning for Bushfire Protection 2019’ applies to land within the City of Parramatta. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

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

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

Bushfire Land
The land is not bushfire prone land.

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

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

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

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

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

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

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

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

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

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

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

Affected Building Notices and Building Product Rectification Orders
Council is not aware of whether there is any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land.

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

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

Exempt Development Codes

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

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

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

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

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

Complying Development Codes

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

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

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

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

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

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

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

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

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

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

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

***'flood planning area** has the same meaning as in the Flood Risk Management Manual.*
***Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.'*

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

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

***'probable maximum flood** has the same meaning as in the Flood Risk Management Manual.*
***Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.'*

SPECIAL NOTES

The land is identified as Class 4 on the Acid Sulfate Soils map. Refer to Clause 6.1 of Parramatta Local Environmental Plan 2023.

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

The following additional information is issued under Section 10.7(5)
The following information is provided pursuant to S10.7(5) the Council supplies information as set out below on the basis that the Council takes no responsibility for the accuracy of the information. The information if material should be independently checked by the applicant.

Draft Planning Control Options for All-Electric Buildings outside the Parramatta City Centre - Parramatta Development Control Plan (DCP) 2023.
Council is exhibiting options to amend the Parramatta Development Control Plan (DCP) 2023 to include proposed all-electric building controls for future development. The proposed amendments would apply to future developments outside of the Parramatta City Centre.

Further information can be found at https://participate.cityofparramatta.nsw.gov.au/all-electric-buildings or by contacting Council.

Draft Planning Agreement Policy - Version 2
Between 20 April 2026 and 20 May 2026, Council is exhibiting the Draft Planning Agreement Policy - Version 2.

Further information regarding the Draft Planning Agreement Policy - Version 2 can be found at https://participate.cityofparramatta.nsw.gov.au or by contacting Council.

Draft A'Becketts Creek Flood Study (Draft Flood Study)
Between 9 December 2025 and 6 February 2026, Council is exhibiting the Draft A'Becketts Creek Flood Study.

Further information about the Draft A'Becketts Creek Flood Study can be found at https://participate.cityofparramatta.nsw.gov.au/abecketts or by contacting Council

Draft Parramatta River Flood Study (Draft Flood Study)
Between 18 September 2023 and 30 October 2023, Council 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.
Late Night Trading Controls Parramatta Development Control Plan (DCP) 2023
The land is subject to Section 10 – Late Night Trading of the Parramatta Development Control Plan (DCP) 2023.

The Late Night Trading controls enable greater activation of the night time economy within the Parramatta City Centre and surrounds. Future residents, workers and business operators should be aware that the nature and scale of facilities, business activity and events held in the Parramatta City Centre may affect the use and enjoyment of the land due to later operating hours, odour, noise, lighting, traffic and measures associated with event management. This is considered part of living in/near a City Centre.

The Late Night Trading controls within Parramatta DCP 2023 also require new or expanded developments of 'sensitive receivers' to provide acoustic amelioration measures within their own developments. Receivers can include the following uses: residential accommodation, educational facilities including early childhood and child care facilities, places of public worship, health services facilities, tourist and visitor accommodation (including hostels), and commercial premises.

Planning Agreement
The land is identified as having a Planning Agreement and its associated conditions apply to all or part of the land.

For details on Planning Agreements, please contact Council's Land Use Team on 9806 5050 or email council@cityofparramatta.nsw.gov.au referencing the site address.

Note: Advisory Information Regarding Proximity to a Commercial Centre
The land is within proximity to a major, strategic or local commercial centre. Council is looking to encourage greater activation and investment in these centres by developing the night time economy across the City of Parramatta. Future residents should be aware that the nature and scale of facilities, business activity and events held in these centres may affect the use and enjoyment of the land as a result of operating hours, odour, noise, lighting, traffic and measures associated with event management.

This is considered part of living in/near a commercial centre.

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

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

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

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

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

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

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

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

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

Please Contact NSW Fair Trading for further information.

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

George Bounassif
Acting Chief Executive Officer

per



dated 24 July 2026

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

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

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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(c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.

(f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.

(g) Has any work been carried out by the vendor on the Property or the common property? If so:
  (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  (ii) does the vendor have any continuing obligations in relation to the common property affected?

17. Is the vendor aware of any proposals to:
(a) resume the whole or any part of the Property or the common property?
(b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
(c) deal with, acquire, transfer, lease or dedicate any of the common property?
(d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
(e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
(f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
(g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?

18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?

19. In relation to any swimming pool on the Property or the common property:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
(c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

20.
(a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
(b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

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

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

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
    (a) orders of the Tribunal;
    (b) notices of or investigations by the Owners Corporation;
    (c) notices or orders issued by any Court; or
    (d) notices or orders issued by the Council or any public authority or water authority,

    affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
    (a) a collective sale of the strata scheme; or
    (b) a redevelopment of the strata scheme?

    If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

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

Capacity

45. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.

47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.

49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

50. The purchaser reserves the right to make further requisitions prior to completion.

51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.