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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Waterloo Shop 2103 / 5 Sam Sing Street, Waterloo NSW 2017 Email: jackylian@stonerealestate.com.au	Tel: 0452 501 314
co-agent		
vendor	HOI NGA CHEUNG	
vendor's solicitor	Titance Legal Suite 101 / 11 Chandos Street, St Leonards NSW 2065	Tel: 0431 147 681 Email: ken@titance.com.au Ref: 250556
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	Apartment 905 / 2A Appleorth Street, Melrose Park NSW 2114 Folio Identifier: 41/SP109977 Lot 41 in Strata Plan 109977	
	☐ 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 numbered: other documents:	

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

inclusions

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

exclusions

purchaser

purchaser's solicitor

price	$	
deposit	$	(10% of the price, unless otherwise stated)
balance	$	
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

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

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Choices

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

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

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

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

Land tax is adjustable ☐ NO ☒ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☐ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:
☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
☐ GST-free because the sale is the supply of a going concern under section 38-325
☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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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 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 diagram)
- ☐ 9 sewer lines location diagram (sewerage 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 or statement
- ☐ 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 or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to off the plan contract

Other

- ☐ 60

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

Strata Plus

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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.

Apartment 905 / 2A Applerouth Street, Melrose Park NSW

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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 to purchase the property, other than an option that is void under the Act, section 66ZG.**

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

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

DISPUTES

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

AUCTIONS

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

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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:

APA Group	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and Housing Corporation	**Transport for NSW**
Local Land Services	**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. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.

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

8. The purchaser should arrange insurance as appropriate.

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

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

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

Apartment 305 / 2A Appian Street, Melrose Park NSW

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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;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
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* (12.5% as at 1 July 2017);
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*;

Apartment 906/2A Appleton Street, Melrose Park NSW

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

Apartment 909 / 29 Arden Street, Melrose Park NSW

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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*.

Document 6 / 2 Mooloya Street, Melrose Park NSW

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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*.

Apartment 505/28 Applecross Street, Melrose Park NSW

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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 everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

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

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

Apartment 6/6 / 2A Hopetoun Street, Melrose Park NSW

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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) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Apartment 9B / 20A Hopetoun Street, Melrose Park NSW

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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).

Agent No 1905 104 Applenorth Street Melrose Park NSW

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

Annexure SPS / 2A / 108 North Street, Melrose Park NSW

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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 in writing by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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

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

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

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

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

Apartment 903/2A Ambersham Street, Melrose Park NSW

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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.

Apartment 506/ 2A Appleton Street, Melrose Park NSW

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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 everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

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

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

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

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

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

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

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

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

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

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

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

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

29 Conditional contract

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

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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.

Attachment 6.1.2A Ironbroth Street, Rosehill Park NSW

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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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CONDITIONS OF SALE 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 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002:

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

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

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

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

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

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

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

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

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

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(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 (2A), 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 maybe made by the auctioneer or any other person.

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

(2A) 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 the 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.

(3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

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The purchaser of livestock must pay the stock and station agent who conducted the auction(or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

(a) if that amount can reasonably be determined immediately after the fall of the hammer- before the close of the next business day following the auction, or

(b) if that amount cannot reasonably be determined immediately after the fall of the hammer - before the close of the next business day following determination of that amount.

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

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SPECIAL CONDITIONS

This page and the following 6 pages contain special conditions forming part of the contract for sale of land between the Vendor and the Purchaser as described on the front page of this contract.

32 Interpretations and Definitions

32.1 Any reference to "Contract" means the printed form Contract as amended by these Special Conditions

32.2 If there is any conflict or inconsistency between these Special Conditions and the standard printed provisions of this Contract, these Special Conditions will prevail.

33 Amendments to Standard Contract

33.1 Clauses 1 to 31 inclusive of this Contract are amended as follows:

(1) Clause 5.1 and 5.2 – delete.

(2) Clause 7.1.1 - delete the words and figures "5% of the price" and insert instead "$1.00";

(3) Clause 9.1 – delete the words "(to a maximum of 10% of the price)";

(4) Clause 10.1 - insert the words "delay completion" after the word "*requisition*";

(5) Clauses 10.1.8 and 10.1.9 - delete the word "substance" and insert instead "existence";

(6) Clause 10.3 – insert the words "delay completion" after the word "*requisition*";

(7) Clause 14.4 – delete the words "must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but" and further delete the word "other".

(8) Clause 14.4.2 – delete and insert instead:

> *"14.4.2 - The amount to be adjusted for land tax is being the amount of land tax actually payable in respect of the property by virtue of the ownership by the Vendor"*;

(9) Clause 23.5.2 – insert the words "arising from anything" before the word "disclosed";

(10) Clause 23.6 and 23.7 – delete and insert instead:

> "23.6 – If a contribution is not a regular periodic contribution and is not disclosed in this contract:
>
> 23.6.1 – the purchaser is liable for all contribution even the contribution was determined on or before the contract date, or if it is payable by instalments.

(11) Clauses 23.13 and 23.14 – delete;

(12) Clause 23.9 – delete;

(13) Clause 24.3 – delete;

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(14) Clause 24.4.2 – delete.

34 Purchaser's Acknowledgements

34.1 The Purchaser acknowledges that it accepts the property and inclusions in their present state of repair and condition including any latent or patent defects, dilapidations and infestations, and any fair wear and tear and depreciation occurring between the date of this contract and completion. The Purchaser further acknowledges and accepts that the vendor is not obliged to remove any item left in the property, even the items are not marked as inclusions on contract front page.

34.2 The Purchaser acknowledges that it has inspected the property and made independent enquiries regarding the property prior to entering into this contract.

34.3 The Purchaser acknowledges that it has not relied upon any statement, representation or warranty made by or on behalf of the Vendor except those expressly set out in this Contract.

34.4 Subject to any relevant legislation, the Purchaser cannot make any requisition or claim, delay completion, rescind or terminate this contract in respect of any matters referred to in this clause including, without limitation:

(a) the state of repair and condition of the property and inclusions;

(b) the nature, location or availability of any service;

(c) any encumbrances affecting or benefiting the property;

(d) any fencing for the property;

(e) any encroachments upon/ by the property by/upon neighbouring properties;

(f) any improvements to the property which may not have been approved by the relevant authority;

(g) the suitability for use of the property and the development potential of the property.

(h) Any orders or notices issued by any authority in respect of the property.

35 Attachments to Contract

35.1 The Vendor does not warrant the accuracy or completeness of any document attached to this Contract.

35.2 The purchaser must rely on its own independent enquiries in respect of any document attached to this contract and may not make a claim or requisition, delay completion, rescind or terminate this contract in respect of any document attached to this Contract.

36 Warranty as to Agent

36.1 The Purchaser warrants to the Vendor that it has not been introduced to the Property directly or indirectly by any agent other than the Vendor's Agent on the front page of this contract.

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36.2 The Purchaser hereby agrees to indemnify the Vendor in respect of any claim/s made by any agent other than the Vendor's Agent against the Vendor which arises out of a breach of the Purchaser's warranty in this clause.

36.3 This special condition shall not merge on completion.

37 Requisitions on Title

37.1 The Purchaser agrees that it is only entitled to making requisitions in the form attached to this contract within 7 days from the date of this contract.

37.2 The Vendor is not obliged to reply to any requisitions unless the Purchaser complies with this clause.

38 Payment of Deposit by Instalments

38.1 This clause applies only if the Vendor has agreed to accept a deposit that is less than ten percent (10%) of the Purchase Price on exchange. The Deposit is payable by the Purchaser as follows:

(a) 5% of the Purchase Price on the making of this Contract; and

(b) the balance of the 10% of the Purchase Price upon completion or default by the Purchaser whichever is the earlier,

and time is of the essence in this regard.

38.2 In the event that the Purchaser fails to complete this Contract or in circumstances where the Vendor becomes entitled to terminate this Contract, the Vendor shall have the right to recover from the Purchaser any deposit or monies not paid by the Purchaser under this contract.

39 Completion and Notice to Complete

39.1 Completion of this contract must take place by 3.30 pm on the Completion Date.

39.2 In the event that either party fails to complete this Contract by the Completion Date, the party that is ready, willing and able to complete shall be entitled at any time thereafter to serve a notice to complete upon the other party making time for completion essential and requiring the other party to complete within a period of not less then 14 days from the date of service of the notice. The parties agree that the notice period of 14 days is reasonable and sufficient to render the time for completion essential.

39.3 The Purchaser shall not require the Vendor to remove any charge on the property for any rate, tax or outgoing until the time when completion of this agreement is effected. The Vendor shall not be deemed to be unable, not ready or unwilling to complete this agreement by reason of the existence of any such charge on the property and shall be entitled to serve a Notice to Complete on the Purchaser notwithstanding the existence of any such charge.

39.4 The party serving the notice is entitled to withdraw or extend the notice at any time and may subsequently issue a further notice. If the vendor is serving the notice, they are also entitled to recover from the other party a sum of $350.00 + GST as legal fees for issuing such notice. This benefit does not apply if the purchaser serves the notice.

39.5 Notwithstanding clause 2.9 of this contract, if this contract is terminated by either party under a notice to complete, the party terminating the Contract is entitled to receiving the deposit together with all interest earned on the deposit.

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40 Interest on Late Completion

40.1 If this contract is not completed on or before the Completion Date and the delay is caused by the Purchaser, then the Purchaser must pay to the Vendor interest on the balance of the Purchase Price at the rate of 8% per annum from the Completion Date up to and including the day this contract is completed.

40.2 The parties agree that the interest payable pursuant to this clause is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete on the Completion Date.

40.3 The Vendor may fix the Completion Date as the adjustment date.

41 No Survey Report

41.1 The Vendor does not have a survey report in respect of the property.

41.2 Completion of this contract is not conditional upon either party obtaining a survey report in respect of the property.

42 No Building Certificate

42.1 The Vendor does not have a building certificate in respect of the property.

42.2 Completion of this contract is not conditional upon either party obtaining a building certificate in respect of the property.

43 Swimming Pool

43.1 This clause applies only if the property has a swimming pool:

a) The Vendor does not warrant that the swimming pool on the property complies with Swimming Pool Act 1992 and the relevant regulations;

b) The Purchaser acknowledges that it shall rectify any non-compliance and comply with the Act and regulations after completion;

c) The Purchaser must not make any objection, requisition or claim, delay completion, rescind or terminate this Contract in respect of any matter raised under this clause.

d) This clause shall not merge on completion.

44 Corporate Purchaser

44.1 If the Purchaser is a company, the Purchaser must provide a Deed of Guarantee and Indemnity duly executed by the Guarantor/s (being the director/s of the company), in the form attached to this Contract.

44.2 This clause and the provisions of the Deed of Guarantee and Indemnity is an essential term of this Contract and do not merge on completion of this contract.

45 Payment of Land Tax

45.1 If there is any outstanding land tax on the property, the Purchaser agrees, and hereby authorises the outstanding land tax to be paid at settlement via PEXA settlement platform. The vendor is not obliged to pay the outstanding land tax on the property nor provide a clear land tax certificate prior to completion.

45.2 If the outstanding land tax is paid at settlement via PEXA settlement platform, the purchaser accepts, despite the statutory requirement set out in clause 3 of Schedule 3 of Conveyancing (Sale of Land) Regulation 2017, a current clear land tax certificate may be served within 7 days of the completion.

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46 Error In Adjustment of Outgoings

46.1 Both parties agree that if any adjustment of outgoings made under this Contract is incorrect, both parties will do all things necessary to rectify such error/s within a reasonable time.

46.2 This condition shall not merge on completion.

47 Charges

47.1 The Vendor will not be obliged to remove any charges on the property in respect of rates and taxes until completion of this contract.

47.2 The Vendor shall be entitled to serve a notice to complete on the Purchaser notwithstanding the existence of any charges on the property prior to completion.

48 Foreign Acquisitions

48.1 In the event that the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* applies to the Purchaser and to this Contract, the Purchaser must indemnify the Vendor for any loss, damage or other civil financial disadvantage to which the Vendor may suffer by reason of the Purchaser's breach of that Act in relation to this Contract.

48.2 This clause shall not merge on completion.

49 Incapacity

49.1 Without in any manner negating, limiting or restricting any rights or remedies available to either party at law or in equity, the parties agree that if any party:

(a) being an individual, dies or loses mental capacity to manage its own affairs; or

(b) being a company, resolves to go into liquidation or enters into any arrangement with its creditors under the *Corporations Act 2001* or if a liquidator, receiver is appointed to the Purchaser;

then the other party may by notice in writing to the party rescind this Contract and the provisions of clause 19 shall apply.

50 Severability

50.1 If any provision in this Contract is invalid or enforceable, then this contract shall be read as if such provision is severed from this contract without affecting the validity or enforceability of the remaining provisions of this contract.

51 Whole Agreement

51.1 The parties acknowledge that the terms and conditions in this Contract contain the entire agreement between the parties as at the date of this Contract and the Purchaser acknowledges that it has not been induced to entering into this Contract by any representation made by or on behalf of the Vendor which is not included in this Contract.

52 Non-merger

52.1 The provisions of this Contract having application after completion continue to apply despite completion.

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53 Governing Law and Jurisdiction

53.1 The Contract is governed by the law of New South Wales in Australia, and the parties irrevocably submit to the jurisdiction of the Courts of New South Wales.

54 Lease

54.1 This clause applies only if the property is sold subject to a lease.

54.2 The purchaser acknowledges that:

(a) it takes title to the property subject to the lease; and

(b) it has inspected and has satisfied itself in all respects about the lease.

54.3 The purchaser warrants that it has not been induced to enter into this contract by any express or implied statement, warranty or representation.

54.4 The purchaser must not make a claim, objection, requisition, delay completion, rescind or terminate the contract in respect of any lease or tenancy document attached to this Contract.

55 Release of Deposit

55.1 The Purchaser hereby unconditionally and irrevocably authorises the Depositholder to release the whole or part of the Deposit paid under this contract to the Vendor for the purpose of, including but not limited to, payment of deposit and stamp duty for a new purchase. This contract is sufficient evidence of authority from the Purchaser to the Depositholder for the release of the deposit or any part of it to the Vendor or as he/she may direct in accordance with this clause.

55.2 If the vendor requires the deposit to be available on completion the purchaser authorises the depositholder to make available the deposit, or so much as may be required by the vendor, in readiness for settlement for the purpose of releasing the property from any mortgage, charge or other encumbrance secured over the property or for the purpose of effecting completion of the vendor's purchase of another property.

56 GST Exclusive

56.1 The Contract Price is expressed to be exclusive of any goods and services tax ("GST") as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("GST Act").

56.2 If it is determined, whether before or after Completion, that any supply made under or in connection with this Contract is a taxable supply within the meaning of the GST Act, the Purchaser must pay to the Vendor, in addition to the Contract Price, an amount equal to the GST payable on that supply.

56.3 The Vendor must provide the Purchaser with a valid tax invoice in respect of the taxable supply. The Purchaser must pay the GST amount to the Vendor within the earlier of:

(1) five (5) Business Days after receipt of the tax invoice; or

(2) the date for payment of the relevant part of the Contract Price.

Titance Legal

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P +61 431 147 681 E ken@titance.com.au

DIRECTOR'S GUARANTEE AND INDEMNITY

Guarantor means (being two of the directors of the Purchaser or, if the Purchaser is a sole director/secretary corporation, the sole director/secretary).

1 In consideration of the Vendor entering into this Contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Vendor:

(a) the payment of all money payable by the Purchaser under this Contract; and

(b) the performance of all the Purchaser's other obligations under this Contract.

2 The Guarantor agrees to the Vendor the payment of all money by the Purchaser on the dates specified in the Contract and the Guarantor must pay that money to the Vendor on the due dates if required by the Vendor

3 If the purchaser does not:

(a) pay all money payable by the Purchaser; or

(b) comply with any of the purchaser's obligations under this contract,

on time, the Guarantor must on demand pay that money and all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this guarantee and indemnity to the vendor and/or or comply with those obligations or both, as the case may be, whether or not the vendor has demanded that the purchaser pay or comply and irrespective of whether the Contract has been completed or title has been transferred to the Purchaser provided that upon payment the Vendor will transfer the property to the Purchaser in accordance with the Contract..

4 As an additional obligation of the Guarantor which the Vendor may enforce separately from the guarantee, the Guarantor:

(a) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default or attempted breach or default by the Purchaser of its obligations under this Contract whether or not the vendor or the Guarantor knew or should have known about a fact or circumstance that gives rise to a claim under this indemnity; and

(b) must pay on demand any money due to the Vendor under this indemnity.

It is not necessary for the vendor to incur expense or make a payment before enforcing this indemnity

5 The Guarantor is jointly and severally liable with the Purchaser to the Vendor for:

(a) the Purchaser's performance of its obligations under this Contract;

(b) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract, or the termination of this Contract by the Vendor.

6 The Guarantor must pay interest on any amount payable by it under this guarantee and indemnity, which it does not pay on time on demand or at times the vendor specifies, from when the amount becomes due until it is paid. Interest is calculated on daily balances at the rate of 10% per annum and is capitalised on the last day of each month if unpaid.

7 Until the Vendor has received all money payable to it under the Contract, and the Purchaser and the Guarantor have performed all their obligations under this Contract, neither the Purchaser nor the Guarantor may:

(a) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding up or bankruptcy of a person liable jointly with the Purchaser or Guarantor to the Vendor or liable under a security for money payable by the Purchaser of the Guarantor; or

(b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the Vendor unless the amount the Vendor is entitled to will not be reduces as a result.

8 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this guarantee and indemnity.

9 The Guarantor's obligations under this Clause are not released, discharged or otherwise affected by, without limitation the following:

(a) the Vendor releases or enters into a composition with the Purchaser;

(b) a payment made to the Vendor is later avoided;

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(c) the Vendor assigns or transfers the benefit of this Contract

(d) the grant of any time, waiver, or covenant not to sue or other indulgence;

(e) the vendor's acquiescence, delay or mistake;

(f) the release (including without limitation a release as part of a novation) or discharge of any person;

(g) an arrangement, composition or compromise entered into by the Vendor, the purchaser, the Guarantor or any other person;

(h) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;

(i) any moratorium or other suspension of a right, power, authority or discretion or remedy conferred on the Vendor by this Contract, a statute, a court or otherwise;

(j) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

(k) the winding-up of the Purchaser;

(l) the variation, assignment, or termination of this contract.

10 This guarantee and this indemnity are independent of and in addition to any other guarantee or security the vendor holds and may not be terminated by the Guarantor. They continue until the vendor unconditionally releases the Guarantor in writing or until all of the Guarantor's obligations under the guarantee and the indemnity are complied with.

EXECUTED as a Deed.

Signed sealed and delivered by ……
(the **Guarantor)** in the presence of:

…… ……
Signature of witness

……
Name of witness (BLOCK LETTERS)

……
Address of witness

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 41/SP109977

SEARCH DATE	TIME	EDITION NO	DATE
4/12/2025	2:08 PM	2	27/10/2025

LAND

LOT 41 IN STRATA PLAN 109977
AT MELROSE PARK
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

HOI NGA CHEUNG (T AV536416)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP109977
2 AV536417 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

250556... PRINTED ON 4/12/2025

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Received: 04/12/2025 14:08:33

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP109977

SEARCH DATE	TIME	EDITION NO	DATE
4/12/2025	2:08 PM	2	21/10/2025

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 109977 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MELROSE PARK
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND
TITLE DIAGRAM SP109977

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 109977
ADDRESS FOR SERVICE OF DOCUMENTS:
C/-STRATA PLUS PTY LTD
PO BOX H181
ROYAL EXCHANGE
NSW 1225

SECOND SCHEDULE (38 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 DP1281940
4 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP109977
5 SP109977 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
6 DP1238936 EASEMENT FOR MAINTENANCE AND REPAIR VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
7 DP1238936 EASEMENT FOR MAINTENANCE AND REPAIR VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
8 DP1248651 EASEMENT FOR MAINTENANCE VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
9 DP1287701 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
10 DP1248652 EASEMENT FOR ACCESS VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
11 DP1248652 EASEMENT FOR SERVICES VARIABLE WIDTH REFERRED TO AND

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (38 NOTIFICATIONS) (CONTINUED)

		NUMBERED (5) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
12	DP1248652	EASEMENT TO DRAIN WATER VARIABLE WIDTH REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
13	DP1292650	EASEMENT FOR SUPPORT VARIABLE WIDTH REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
14	DP1292650	EASEMENT FOR SUPPORT VARIABLE WIDTH REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
15	DP1309644	EASEMENT FOR INDOOR SUBSTATION 7.6 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
16	DP1309644	EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
17	DP1281940	EASEMENT FOR SUPPORT & SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
18	DP1281940	EASEMENT FOR SUPPORT & SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
19	DP1281940	EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
20	DP1281940	EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
21	DP1281940	EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
22	DP1281940	EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
23	DP1281940	EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
24	DP1281940	EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
25	DP1281940	RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
26	DP1281940	RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
27	DP1281940	EASEMENT FOR USE OF GARBAGE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
28	DP1281940	EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (38 NOTIFICATIONS) (CONTINUED)

STRATUM) REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

29 DP1281940 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT

30 DP1281940 POSITIVE COVENANT REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT

31 DP1281940 POSITIVE COVENANT REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT

32 DP1281940 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT

33 DP1281940 POSITIVE COVENANT REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT

34 DP1281940 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT

35 DP1281940 EASEMENT FOR LIGHT & AIR 2 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

36 DP1281940 EASEMENT FOR CAR SHARE PARKING VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

37 DP1281940 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (17) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

38 DP1281940 RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 109977

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	439	2	352	3	332	4	197
5	152	6	197	7	245	8	343
9	253	10	244	11	236	12	172
13	349	14	248	15	244	16	236
17	174	18	349	19	244	20	244
21	230	22	175	23	355	24	247
25	247	26	232	27	177	28	355
29	248	30	248	31	235	32	178
33	361	34	251	35	251	36	236
37	180	38	364	39	253	40	253
41	239	42	181	43	369	44	256
45	256	46	241	47	183	48	369
49	258	50	258	51	244	52	187

END OF PAGE 3 - CONTINUED OVER

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

STRATA PLAN 109977

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
53	379	54	264	55	264	56	250
57	265	58	192	59	143	60	239
61	197	62	195	63	250	64	354
65	247	66	198	67	195	68	253
69	195	70	238	71	250	72	186
73	186	74	184	75	357	76	241
77	200	78	195	79	253	80	195
81	241	82	251	83	187	84	188
85	186	86	361	87	242	88	201
89	197	90	256	91	197	92	244
93	254	94	189	95	190	96	189
97	364	98	245	99	203	100	200
101	258	102	200	103	245	104	258
105	190	106	191	107	190	108	367
109	247	110	204	111	201	112	261
113	201	114	248	115	259	116	192
117	194	118	192	119	370	120	250
121	207	122	203	123	264	124	203
125	251	126	262	127	194	128	195
129	194	130	267	131	251	132	209
133	204	134	265	135	204	136	253
137	264	138	195	139	197	140	195
141	271	142	259	143	212	144	210
145	271	146	210	147	256	148	273
149	201	150	204	151	200	152	265
153	133	154	268	155	268	156	163
157	133	158	267	159	268	160	166
161	256	162	344	163	157	164	126
165	262	166	262	167	157	168	158
169	262	170	262	171	160	172	241
173	337	174	186	175	186	176	256
177	256	178	186	179	186	180	255
181	254	182	186	183	261	184	341
185	187	186	187	187	259	188	259
189	187	190	187	191	259	192	268
193	187	194	264	195	349	196	189
197	189	198	263	199	268	200	189
201	189	202	263	203	261	204	189
205	270	206	325	207	190	208	190
209	264	210	264	211	190	212	190
213	264	214	264	215	190	216	276
217	361	218	229	219	198	220	283
221	276	222	198	223	198	224	283
225	276	226	198	227	290	228	267

END OF PAGE 4 - CONTINUED OVER

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

STRATA PLAN 109977

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
229	315	230	186	231	256	232	235
233	186	234	245	235	279	236	183
237	184	238	230	239	242	240	181
241	245	242	251	243	186	244	186
245	224	246	244	247	183	248	277
249	250	250	181	251	181	252	229
253	245	254	186	255	251	256	251
257	183	258	183	259	230	260	249
261	187	262	253	263	253	264	184
265	184	266	233	267	251	268	189
269	256	270	256	271	186	272	186
273	245	274	264	275	198	276	268
277	268	278	195	279	195	280	238
281	197	282	222	283	186	284	317
285	244	286	184	287	361	288	224
289	187	290	247	291	186	292	357
293	229	294	189	295	268	296	250
297	187	298	364	299	232	300	192
301	271	302	245	303	183	304	354
305	233	306	194	307	274	308	241
309	183	310	355	311	236	312	195
313	276	314	242	315	186	316	355
317	238	318	197	319	259	320	245
321	187	322	363	323	239	324	198
325	262	326	247	327	189	328	363
329	249	330	200	331	264	332	250
333	190	334	369	335	250	336	201
337	267	338	251	339	192	340	369
341	262	342	210	343	279	344	264
345	201	346	389	347	253	348	203
349	201	350	201	351	201	352	201
353	203	354	241	355	145	356	258
357	266	358	120	359	151	360	265
361	265	362	120	363	120	364	286
365	244	366	180	367	283	368	253
369	180	370	180	371	253	372	253
373	180	374	180	375	239	376	246
377	181	378	264	379	254	380	181
381	181	382	254	383	254	384	181
385	181	386	248	387	249	388	183
389	259	390	259	391	183	392	183
393	259	394	267	395	183	396	375
397	251	398	184	399	261	400	261
401	184	402	184	403	261	404	261

END OF PAGE 5 - CONTINUED OVER

FOLIO: CP/SP109977 PAGE 6

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

STRATA PLAN 109977

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
405	184	406	378	407	251	408	402
409	402	410	402	411	402	412	389
413	192	414	247	415	197	416	194
417	242	418	265	419	190	420	192
421	194	422	30	423	30	424	30

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

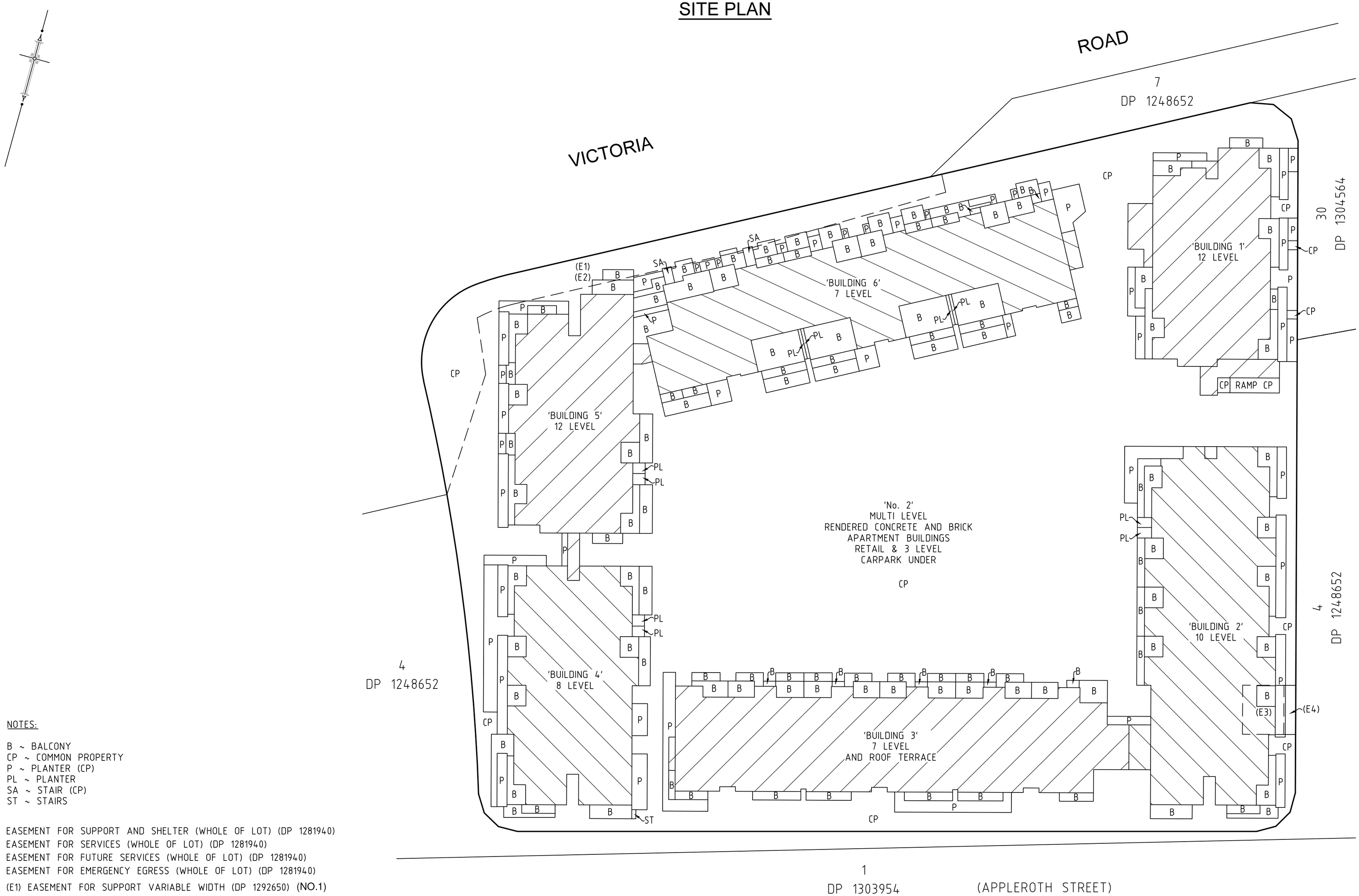
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SITE PLAN



NOTES:

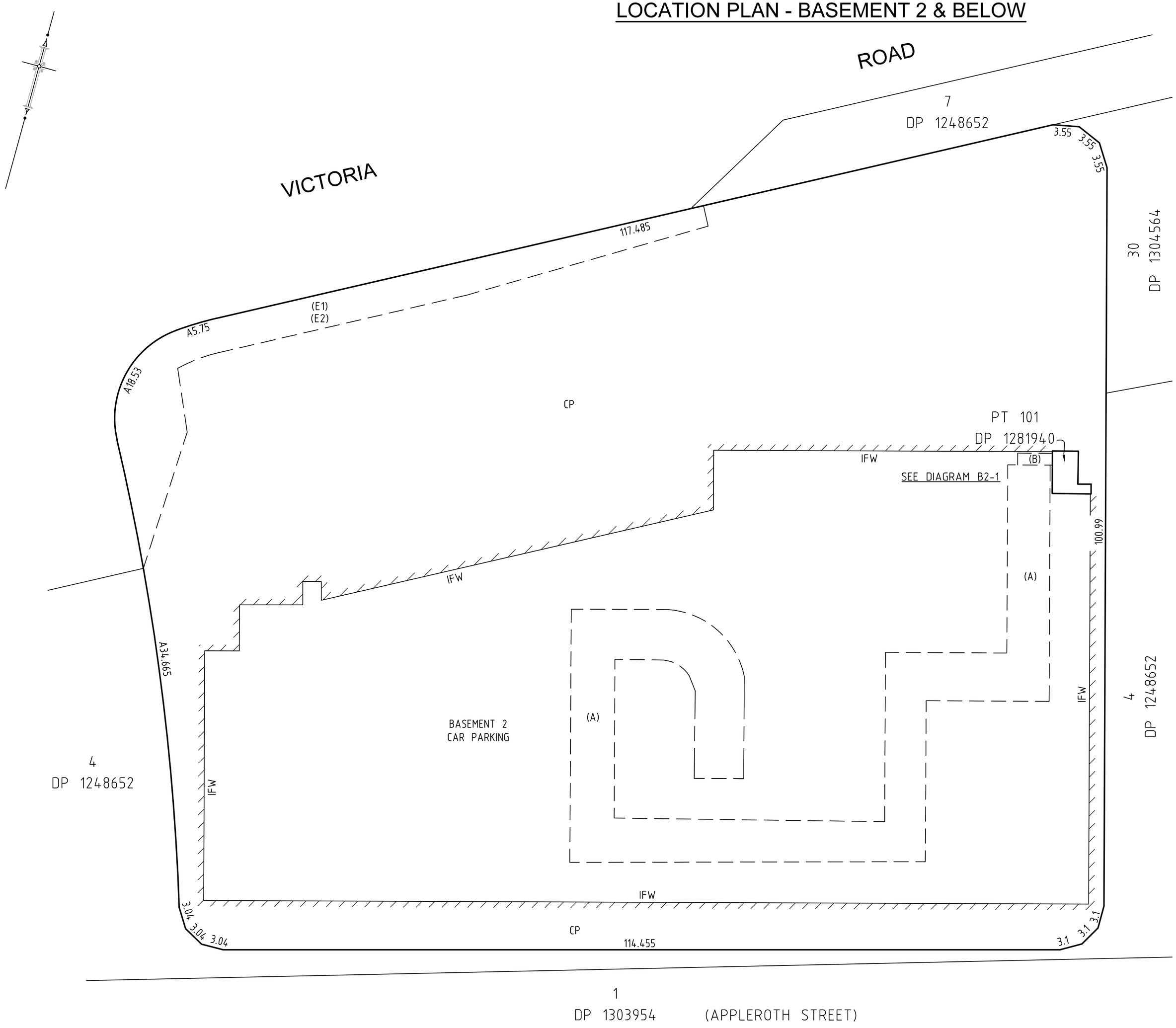
B ~ BALCONY
CP ~ COMMON PROPERTY
P ~ PLANTER (CP)
PL ~ PLANTER
SA ~ STAIR (CP)
ST ~ STAIRS

EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1281940)
EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1281940)
EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT) (DP 1281940)
EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) (DP 1281940)
(E1) EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1292650) (NO.1)
(E2) EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1292650) (NO.2)
(E3) EASEMENT FOR INDOOR SUBSTATION 7.6 WIDE LIMITED IN STRATUM (DP 1309644)
(E4) EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH LIMITED IN STRATUM (DP 1309644)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA	Registered	SP109977
Name: MARQUES DANIEL VICENTE		Locality : MELROSE PARK	18/09/2025	
Date : 25-07-2025		Reduction Ratio 1: 400		
Surveyor's Reference: 41367 212SP		Lengths are in metres.		

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:1 of 79
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

LOCATION PLAN - BASEMENT 2 & BELOW



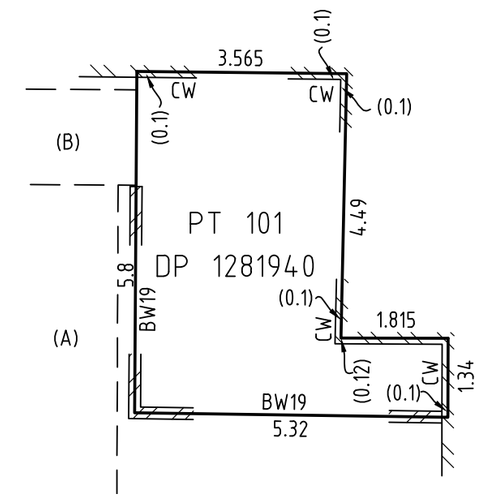


DIAGRAM B2-1
(1:100)

NOTES:

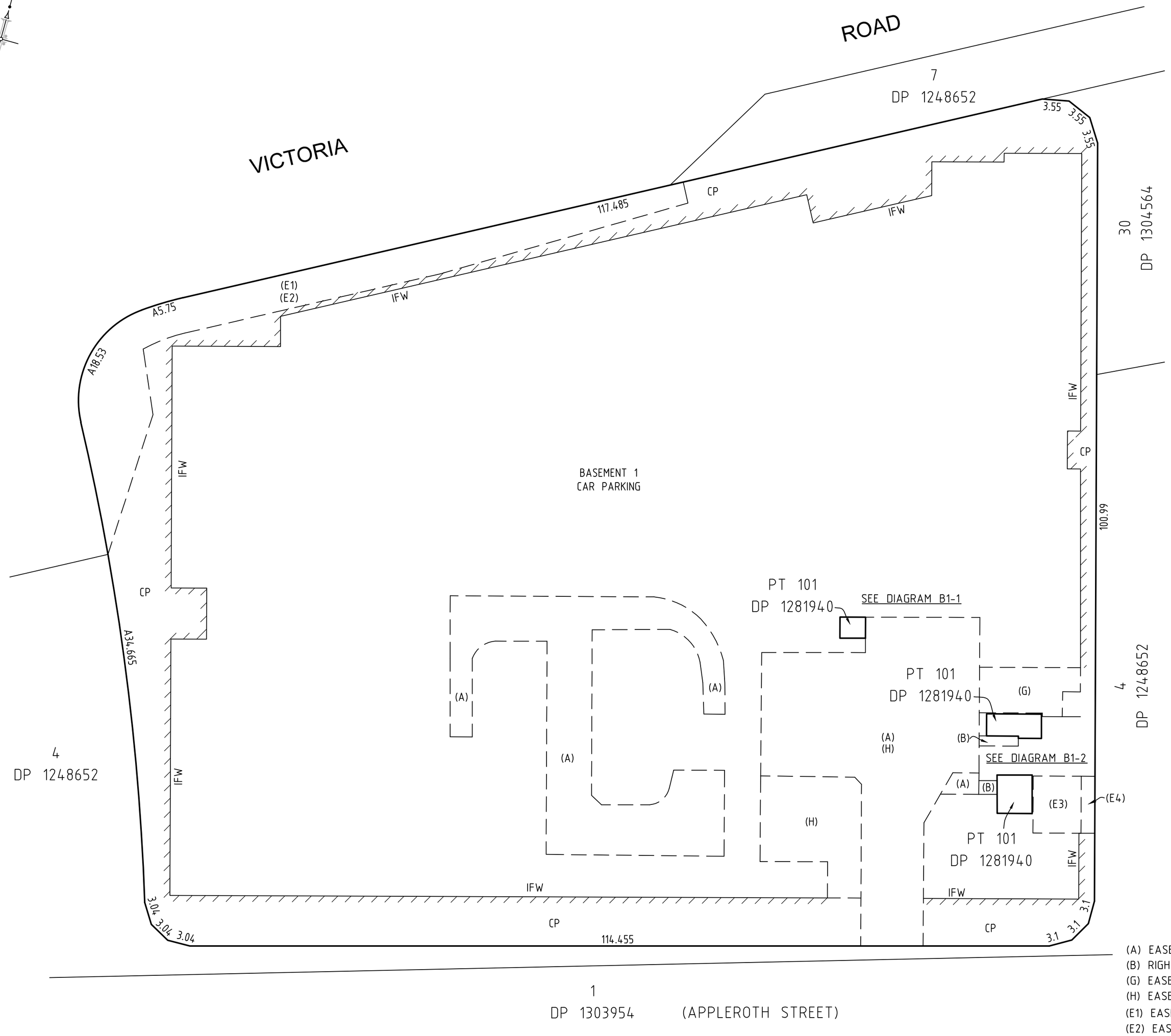
CP ~ COMMON PROPERTY
BW19 ~ BOUNDARY IS CENTRE OF 0.19 WIDE CONCRETE BLOCK WALL
CW ~ CONCRETE WALL
IFW ~ INSIDE FACE OF CONCRETE WALL

(A) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.5)
(B) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.6)
(E1) EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1292650) (NO.1)
(E2) EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1292650) (NO.2)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA	Registered	SP109977
Name: MARQUES DANIEL VICENTE		Locality : MELROSE PARK	18/09/2025	
Date : 25-07-2025		Reduction Ratio 1: 400		
Surveyor's Reference: 41367 212SP		Lengths are in metres.		

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:2 of 79
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LOCATION PLAN - BASEMENT 1



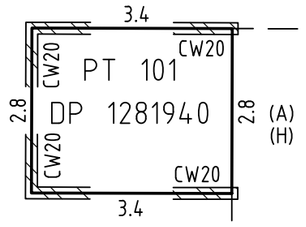
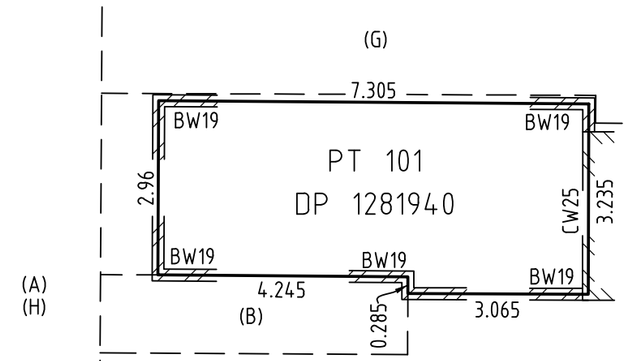


DIAGRAM B1-1
(1:100)



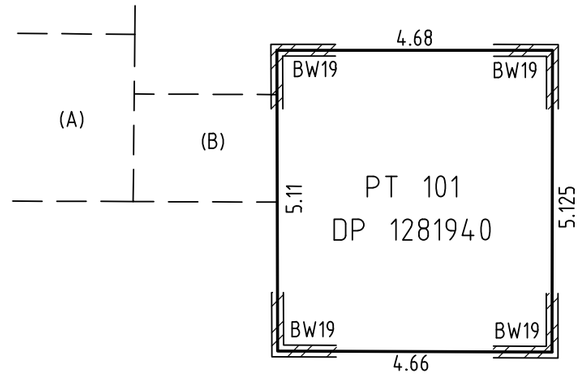


DIAGRAM B1-2
(1:100)

NOTES:

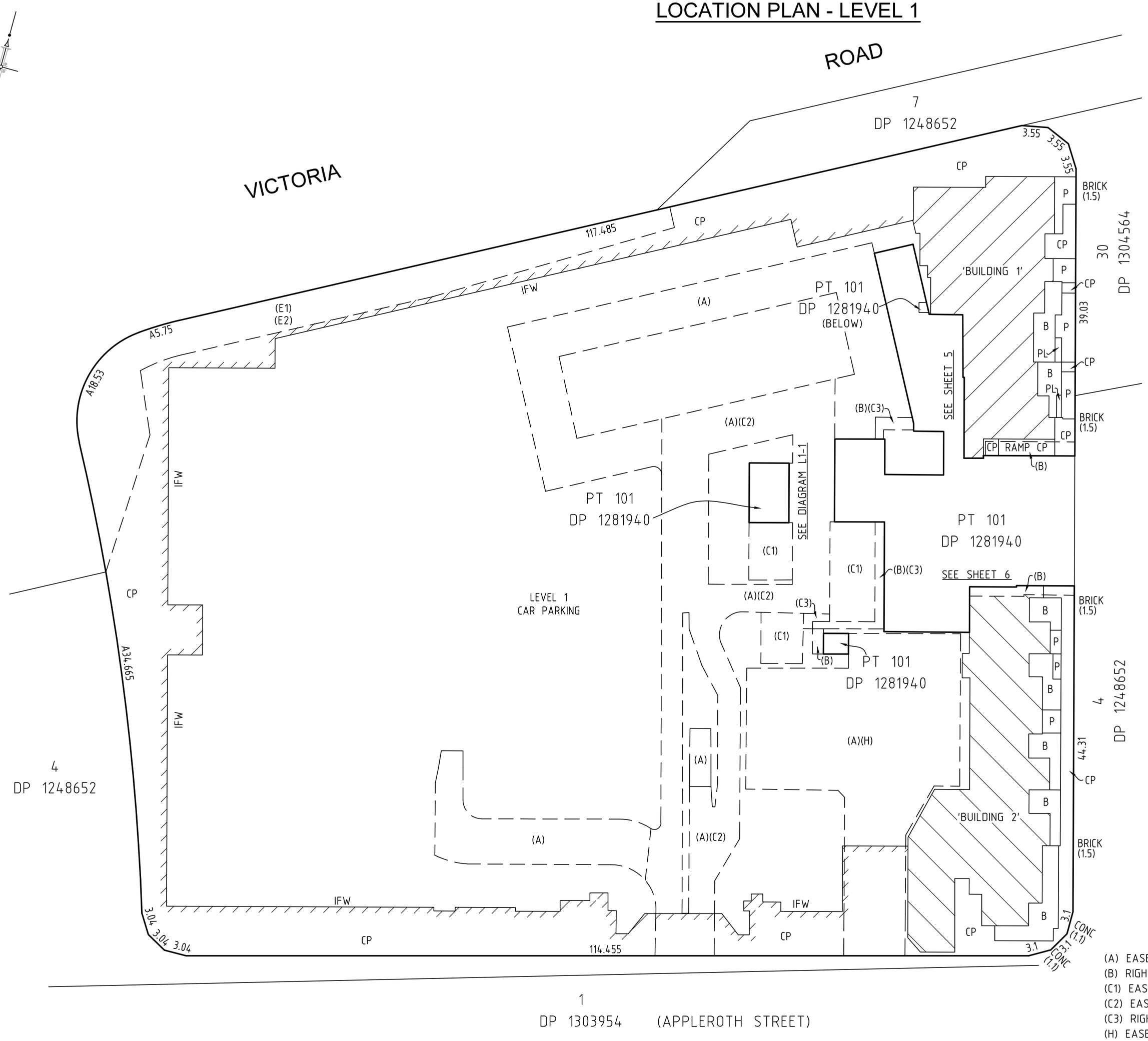
CP ~ COMMON PROPERTY
BW19 ~ BOUNDARY IS CENTRE OF 0.19 WIDE CONCRETE BLOCK WALL
CW20 ~ BOUNDARY IS CENTRE OF 0.2 WIDE CONCRETE WALL
CW25 ~ BOUNDARY IS CENTRE OF 0.2 WIDE CONCRETE WALL
IFW ~ INSIDE FACE OF CONCRETE WALL

(A) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940)(NO.5)
(B) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.6)
(G) EASEMENT FOR USE OF GARBAGE ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940)
(H) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.8)
(E1) EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1292650) (NO.1)
(E2) EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1292650) (NO.2)
(E3) EASEMENT FOR INDOOR SUBSTATION 7.6 WIDE LIMITED IN STRATUM (DP 1309644)
(E4) EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH LIMITED IN STRATUM (DP 1309644)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA	Registered	SP109977
Name: MARQUES DANIEL VICENTE		Locality : MELROSE PARK	18/09/2025	
Date : 25-07-2025		Reduction Ratio 1: 400		
Surveyor's Reference: 41367 212SP		Lengths are in metres.		

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:3 of 79
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LOCATION PLAN - LEVEL 1



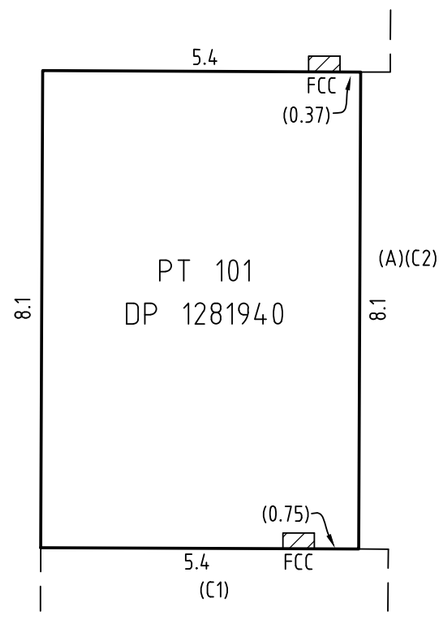


DIAGRAM L1-1
(1:100)

NOTES:

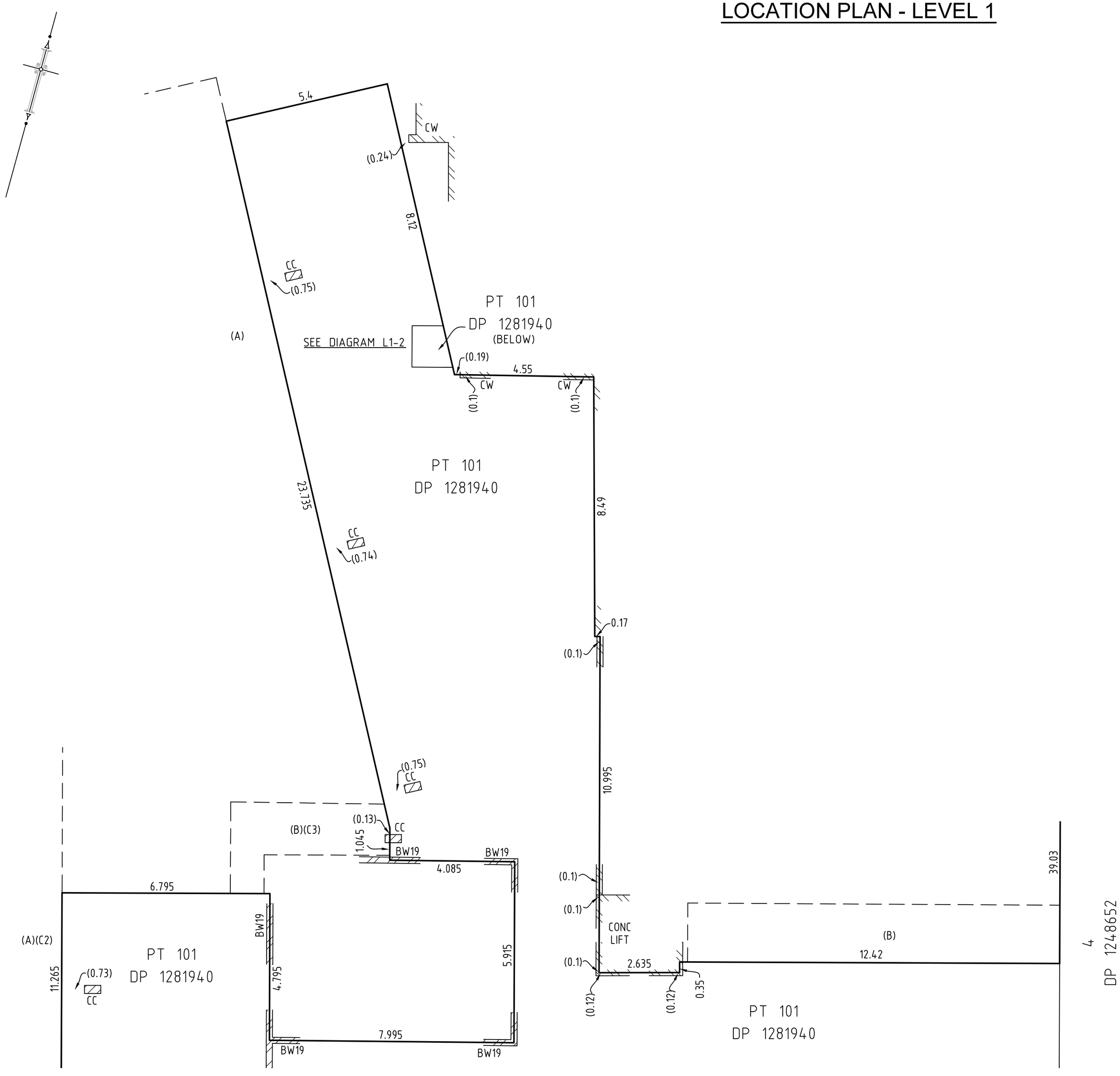
B ~ BALCONY
CP ~ COMMON PROPERTY
P ~ PLANTER (CP)
PL ~ PLANTER
CONC ~ CONCRETE
FCC ~ BOUNDARY IS FACE OF CONCRETE COLUMN
IFW ~ INSIDE FACE OF CONCRETE WALL

(A) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.5)
(B) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.6)
(C1) EASEMENT FOR CAR SHARE PARKING VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940)
(C2) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.17)
(C3) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.18)
(H) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.8)
(E1) EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1292650) (NO.1)
(E2) EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1292650) (NO.2)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA	Registered	SP109977
Name: MARQUES DANIEL VICENTE		Locality : MELROSE PARK	18/09/2025	
Date : 25-07-2025		Reduction Ratio 1: 400		
Surveyor's Reference: 41367 212SP		Lengths are in metres.		

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:4 of 79
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LOCATION PLAN - LEVEL 1



ADJOINS

SHEET 6

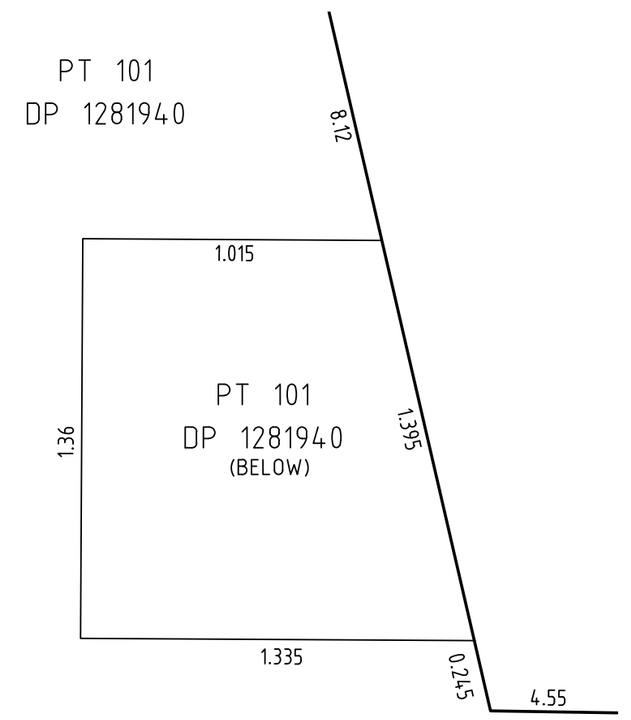


DIAGRAM L1-2
(1:20)

NOTES:

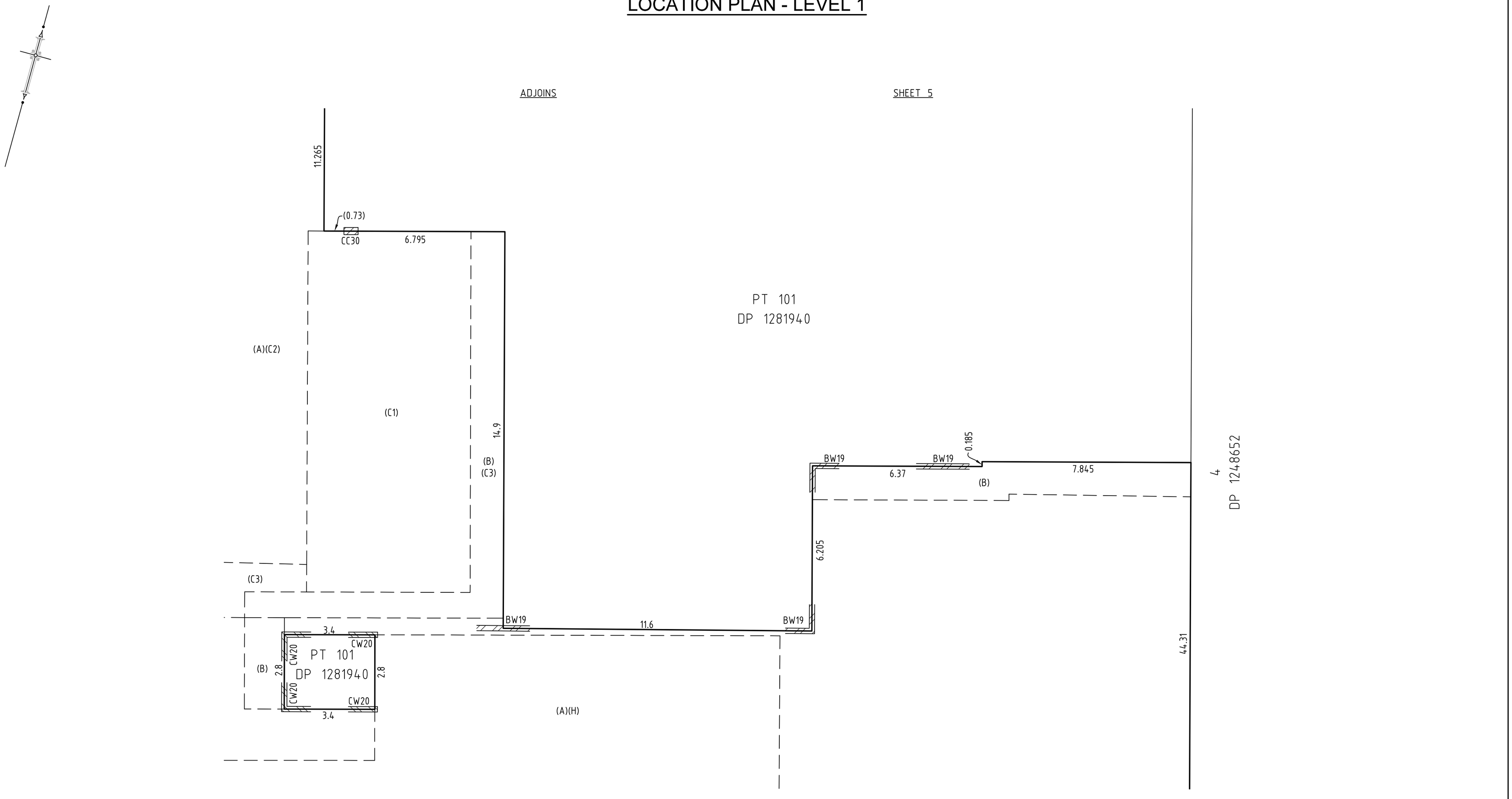
BW19 ~ BOUNDARY IS CENTRE OF 0.19 WIDE CONCRETE BLOCK WALL
CW ~ CONCRETE WALL
CC ~ CONCRETE COLUMN

(A) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.5)
(B) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.6)
(C2) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.17)
(C3) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.18)

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 100 Lengths are in metres.	Registered 18/09/2025	SP109977

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:5 of 79
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LOCATION PLAN - LEVEL 1



NOTES:

BW19 ~ BOUNDARY IS CENTRE OF 0.19 WIDE CONCRETE BLOCK WALL
CW20 ~ BOUNDARY IS CENTRE OF 0.2 WIDE CONCRETE WALL
CC30 ~ BOUNDARY IS CENTRE OF 0.3 WIDE CONCRETE COLUMN

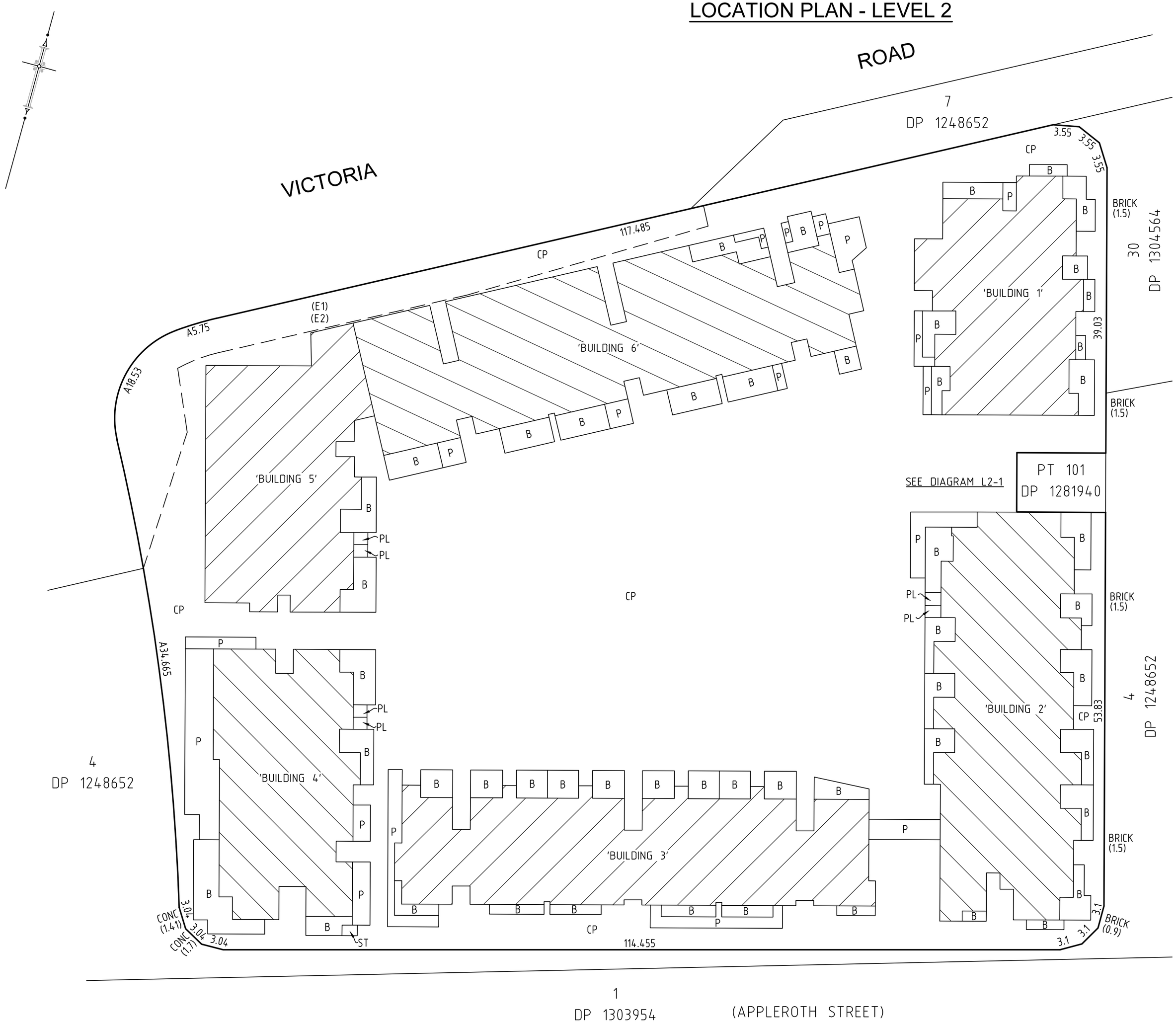
(A) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.5)
(B) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.6)
(C1) EASEMENT FOR CAR SHARE PARKING VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940)
(C2) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.17)
(C3) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.18)
(H) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1281940) (NO.8)

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 100 Lengths are in metres.	Registered 18/09/2025	SP109977

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:6 of 79
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Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:7 of 79
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LOCATION PLAN - LEVEL 2



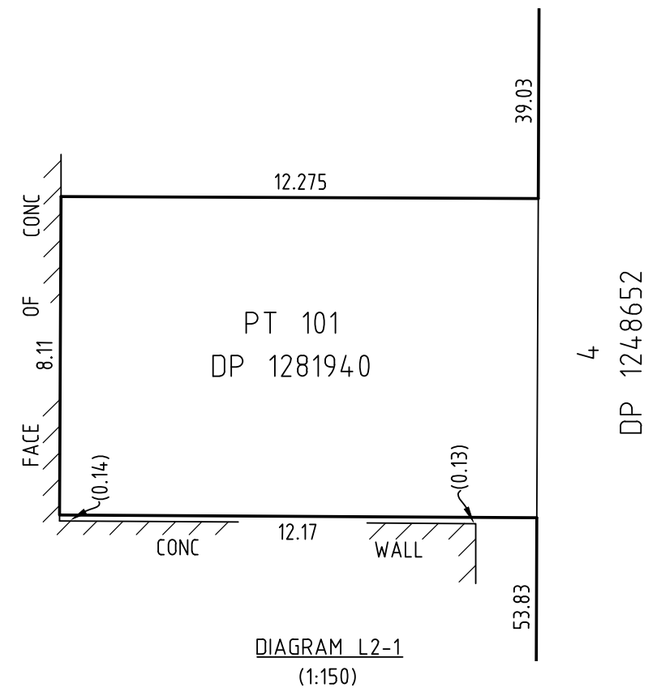


DIAGRAM L2-1
(1:150)

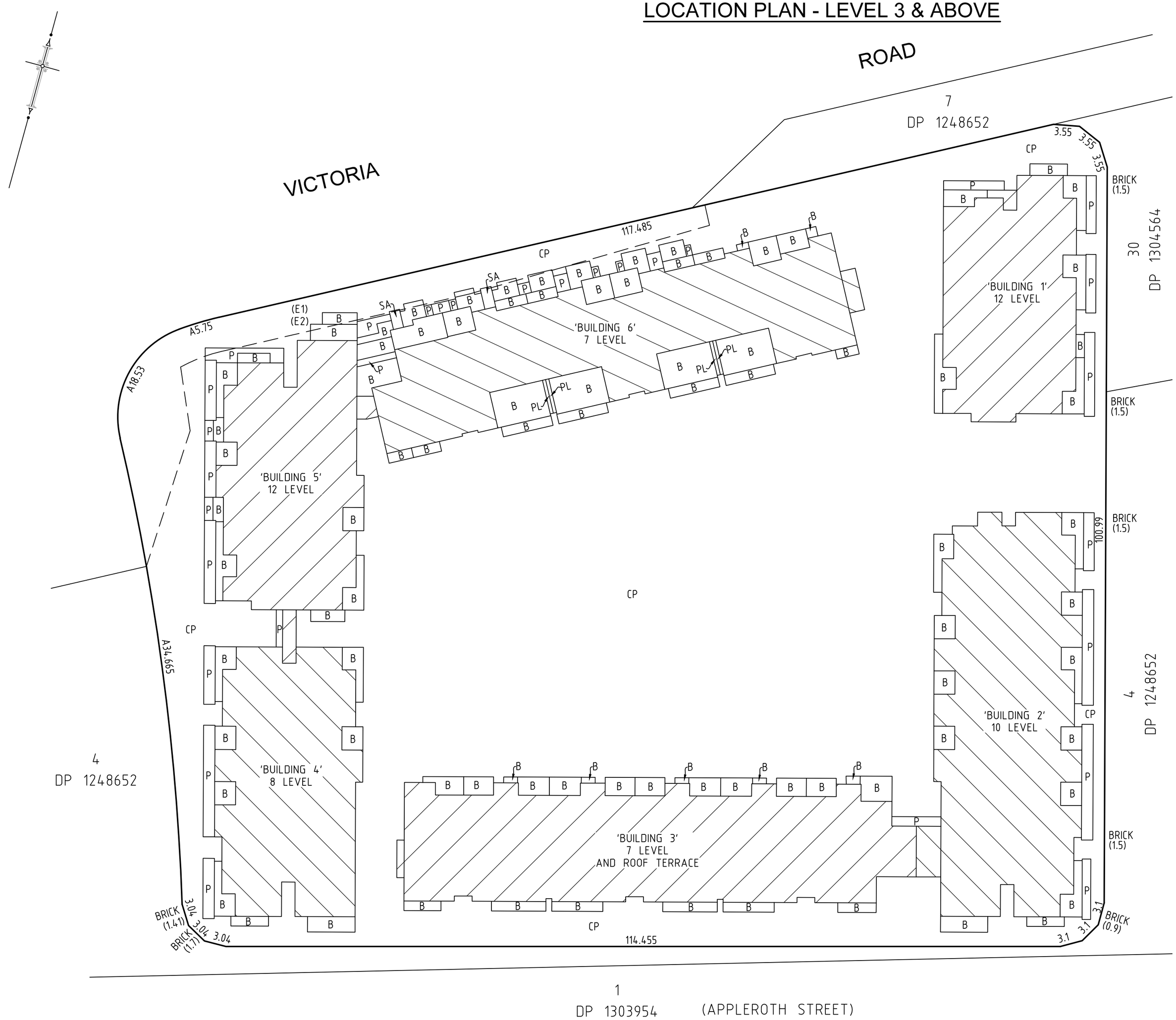
NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
CONC ~ CONCRETE
P ~ PLANTER (CP)
PL ~ PLANTER
ST ~ STAIRS

(E1) EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1292650) (NO.1)
(E2) EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1292650) (NO.2)

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 400 Lengths are in metres.	Registered 18/09/2025	SP109977

LOCATION PLAN - LEVEL 3 & ABOVE



NOTES:

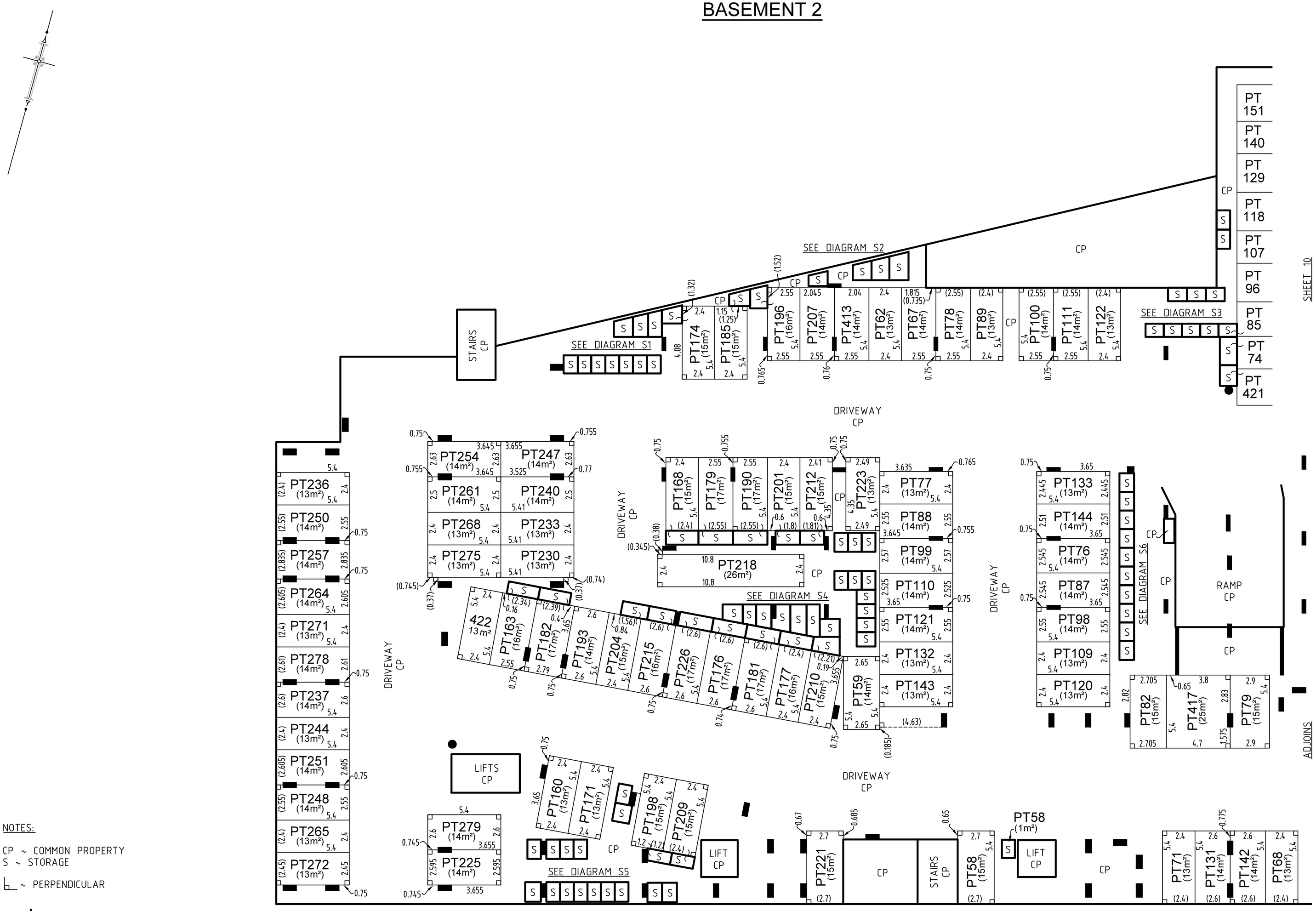
B ~ BALCONY
CP ~ COMMON PROPERTY
P ~ PLANTER (CP)
PL ~ PLANTER
SA ~ STAIR (CP)

(E1) EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1292650) (NO.1)
(E2) EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1292650) (NO.2)

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 400 Lengths are in metres.	Registered 18/09/2025	SP109977

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:8 of 79
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BASEMENT 2



NOTES:

CP ~ COMMON PROPERTY
S ~ STORAGE

⌞ ~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

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

SEE SHEET 11 FOR STORAGE DIAGRAMS

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 200 Lengths are in metres.	Registered 18/09/2025	SP109977

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:9 of 79
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Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:10 of 79
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BASEMENT 2

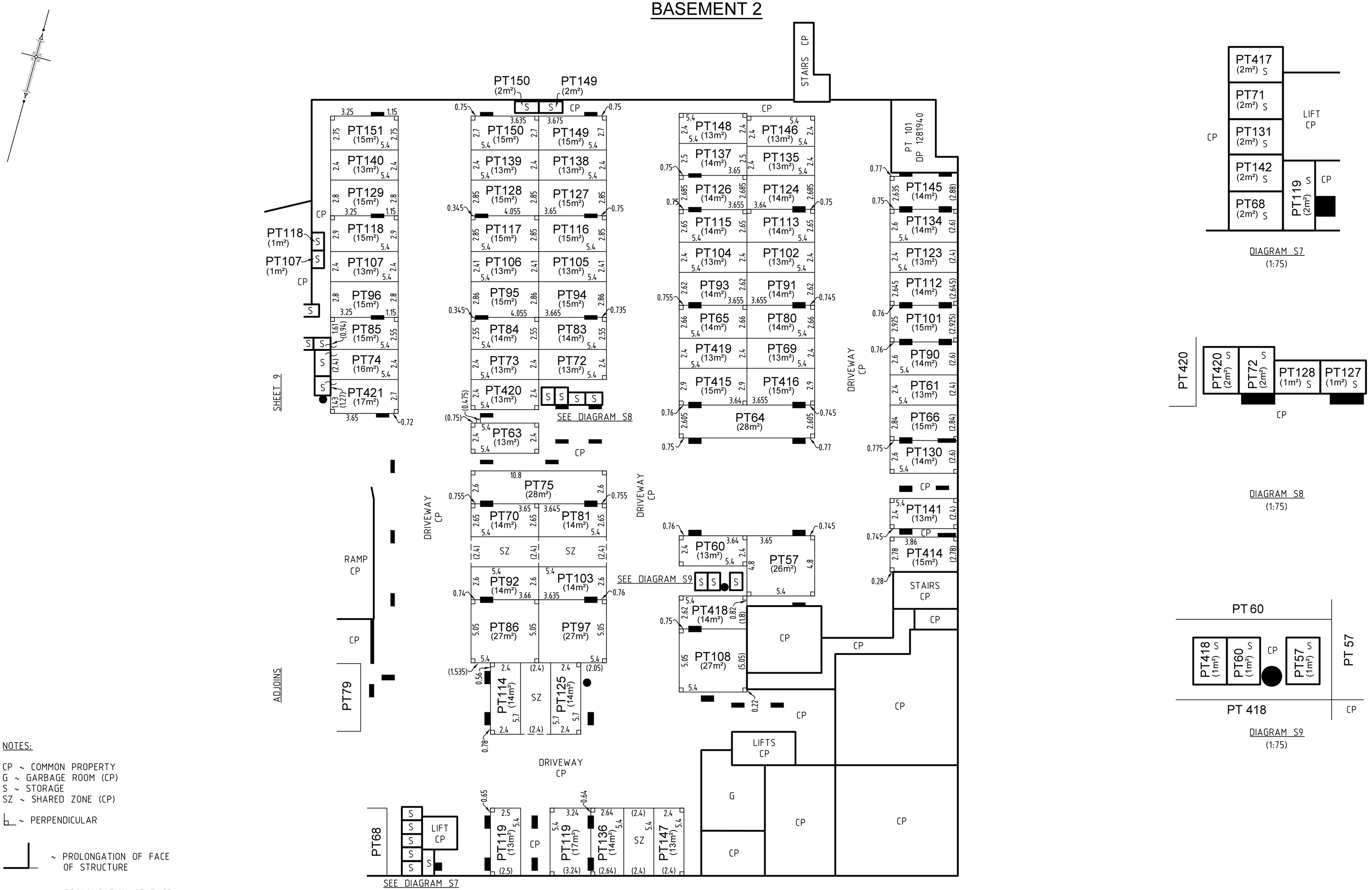


DIAGRAM S7
(1:75)

DIAGRAM S8
(1:75)

DIAGRAM S9
(1:75)

NOTES:

CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
S ~ STORAGE
SZ ~ SHARED ZONE (CP)

⌐ ~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

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

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 200 Lengths are in metres.	Registered 18/09/2025	SP109977

BASEMENT 2 - STORAGE DIAGRAMS

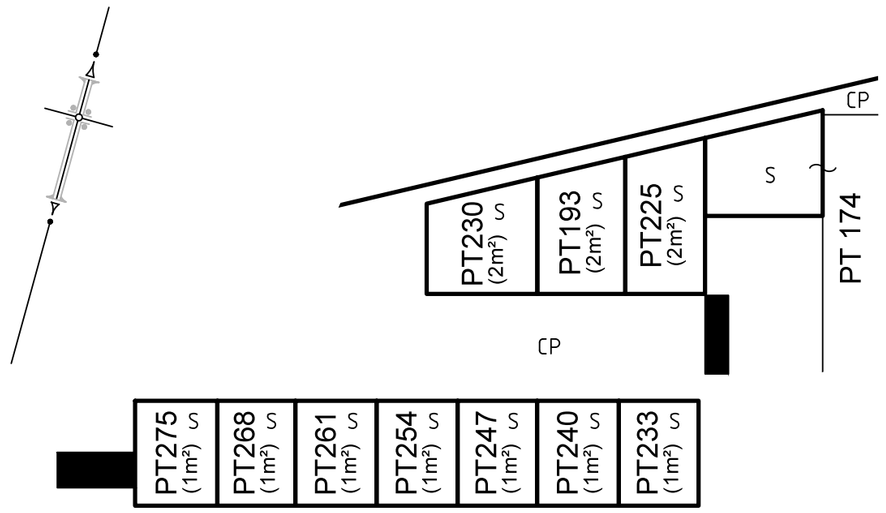


DIAGRAM S1

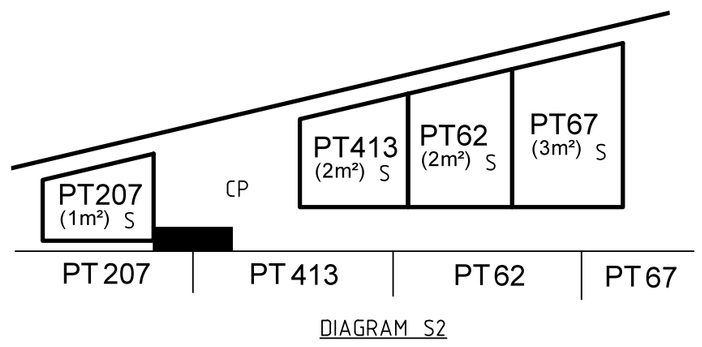


DIAGRAM S2

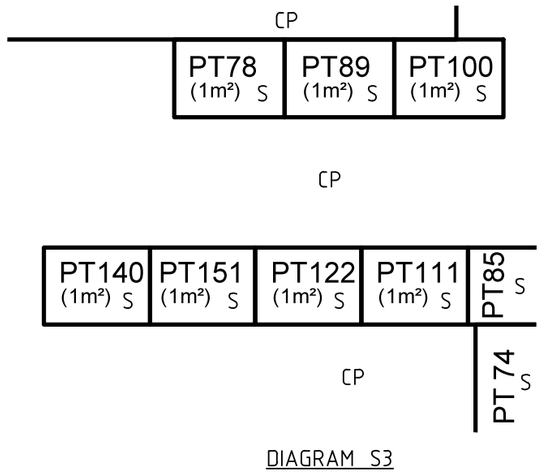


DIAGRAM S3

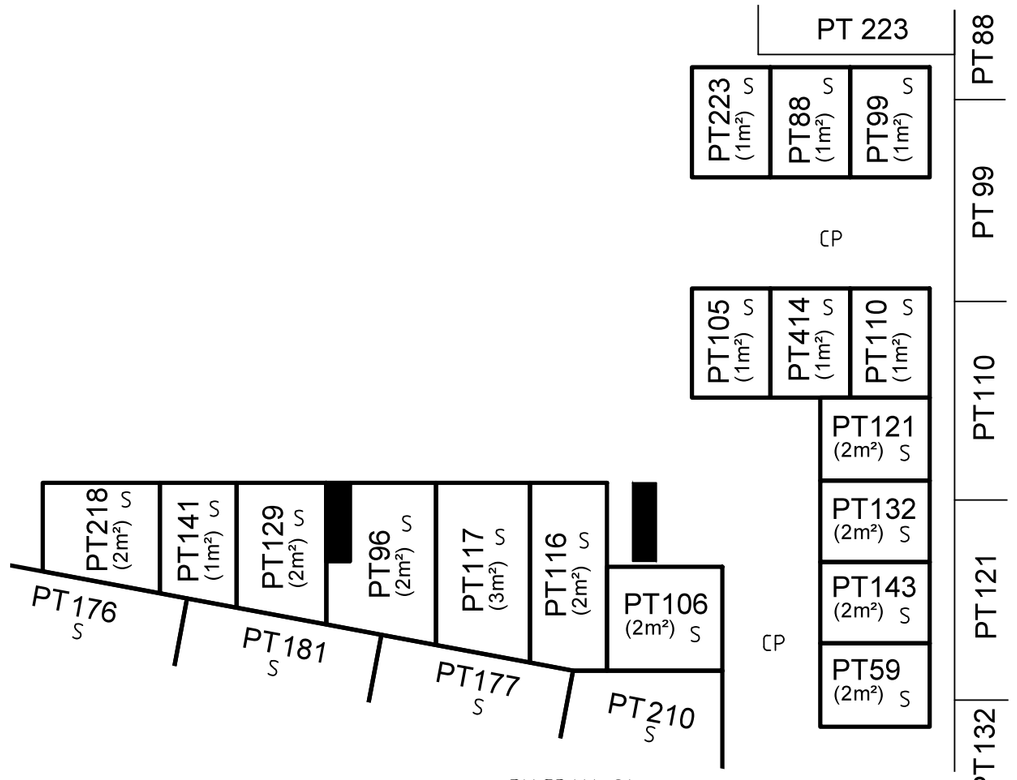


DIAGRAM S4

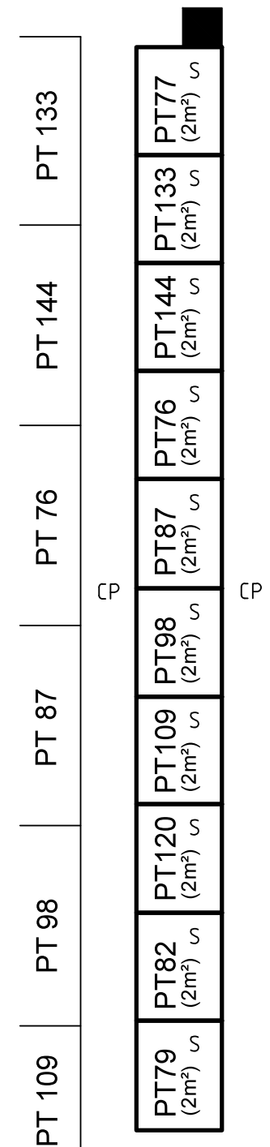


DIAGRAM S6

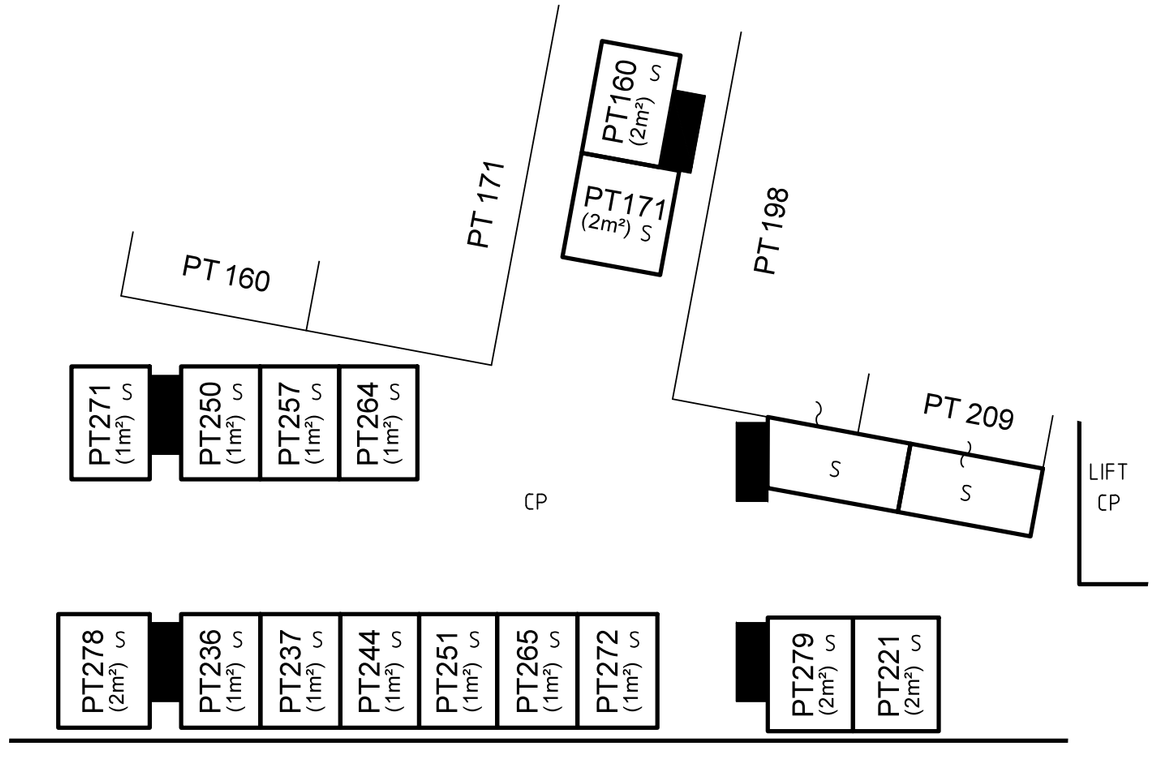


DIAGRAM S5

NOTES:

CP ~ COMMON PROPERTY
S ~ STORAGE

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

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 75 Lengths are in metres.	Registered 18/09/2025	SP109977

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:11 of 79
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BASEMENT 1

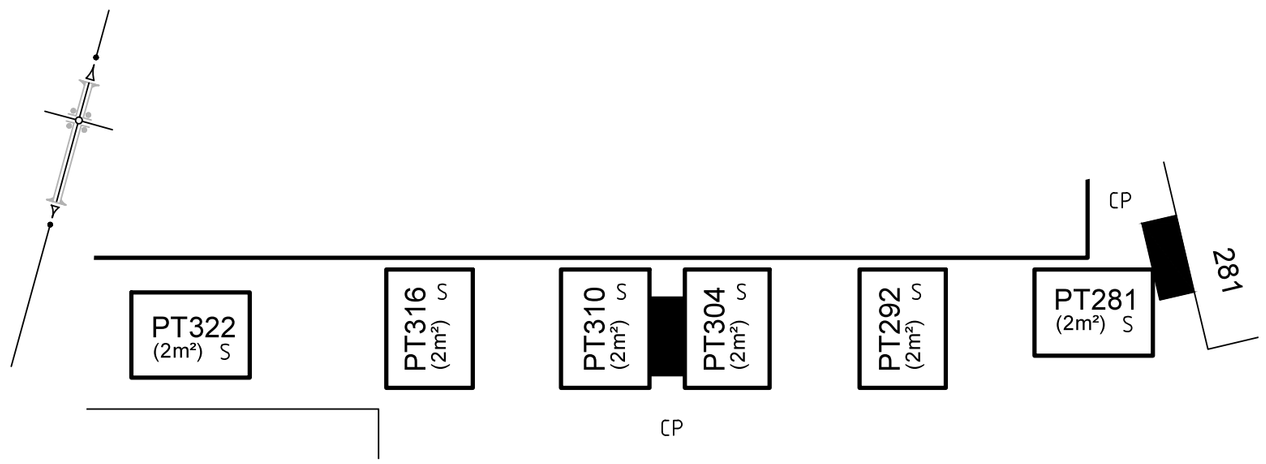
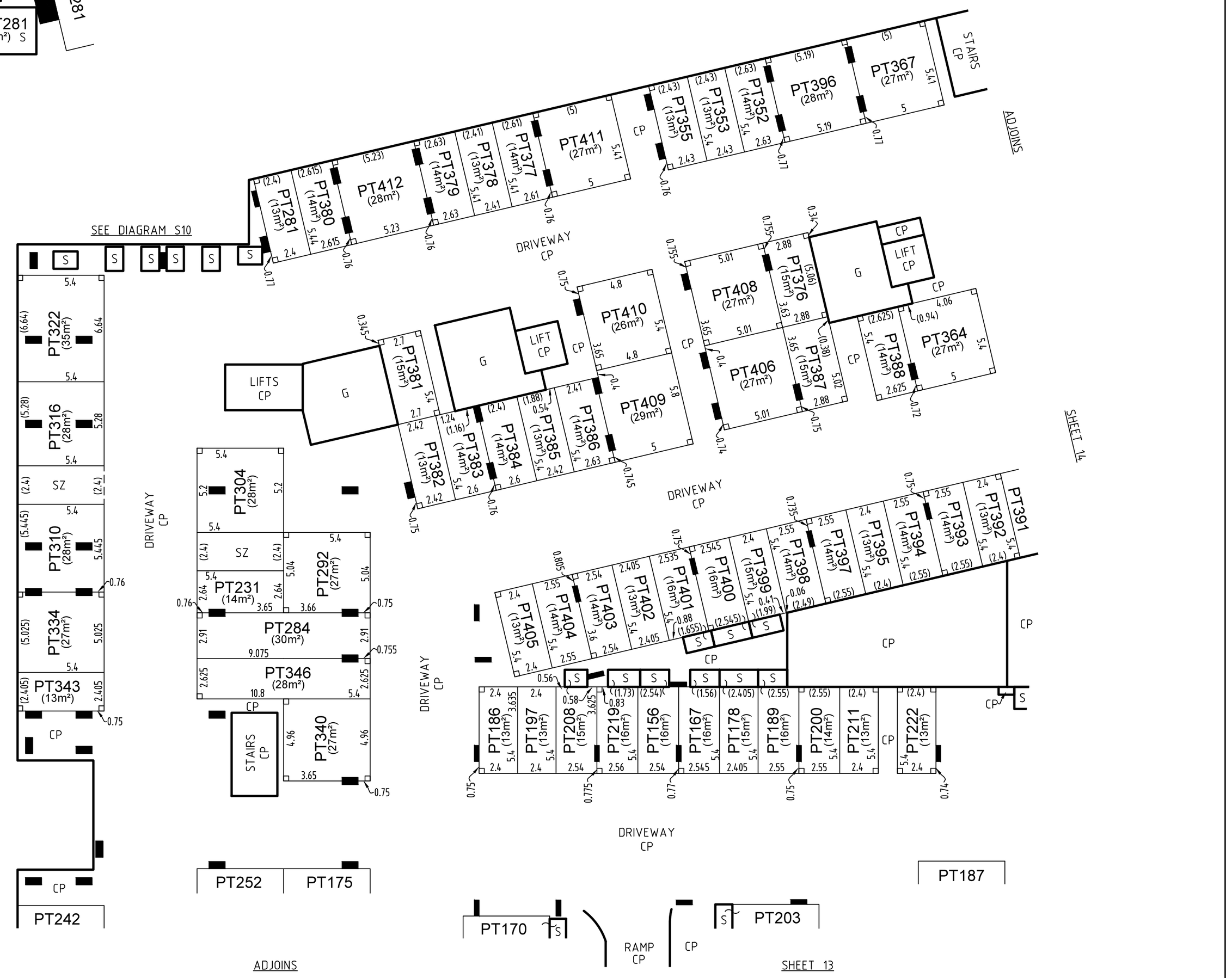


DIAGRAM S10
(1:75)



NOTES:

CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
S ~ STORAGE
SZ ~ SHARED ZONE (CP)

⌞ ~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

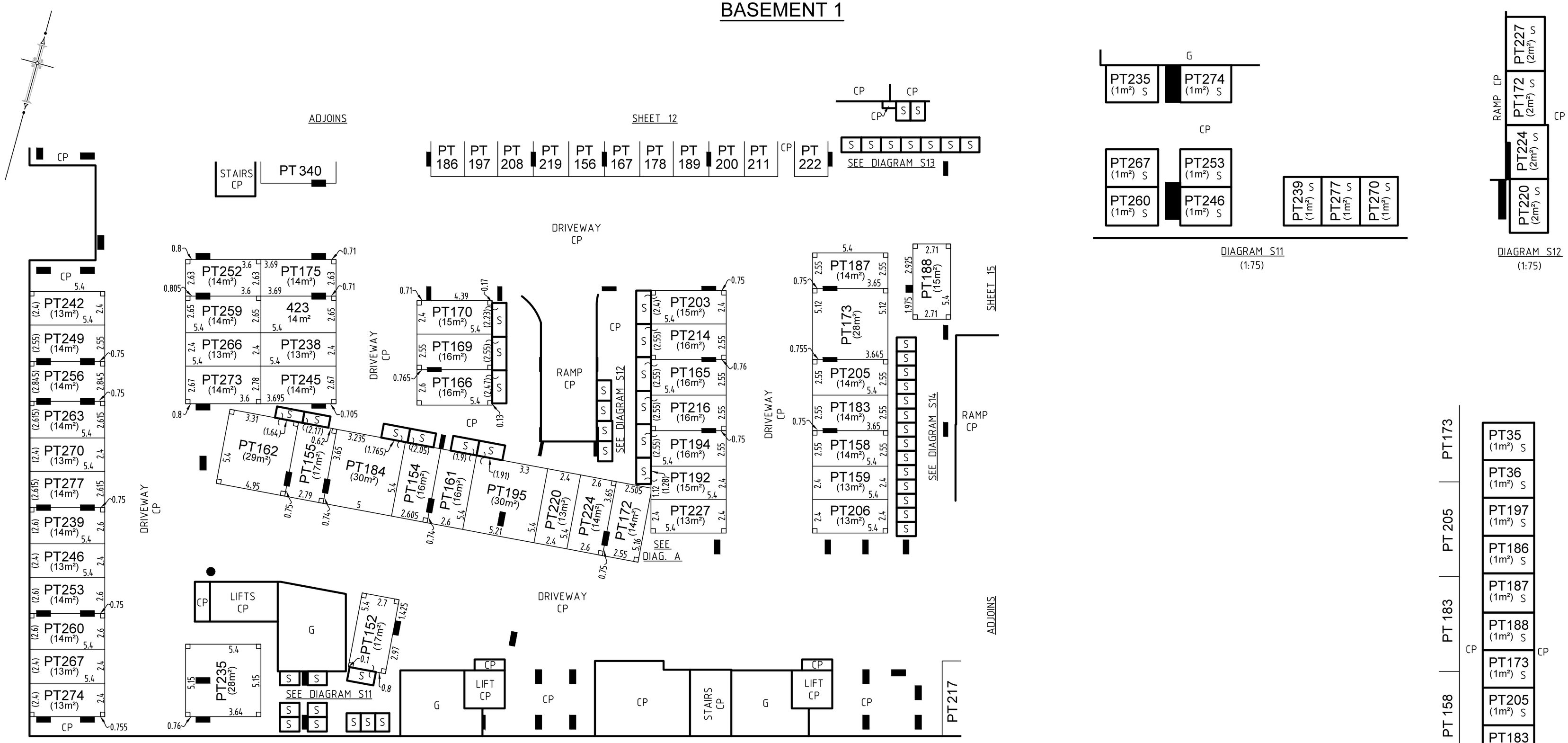
~ PROLONGATION OF CENTRELINE OF COLUMN

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

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 200 Lengths are in metres.	Registered 18/09/2025	SP109977

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:12 of 79
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BASEMENT 1



NOTES:

CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
S ~ STORAGE

⌞ ~ PERPENDICULAR

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

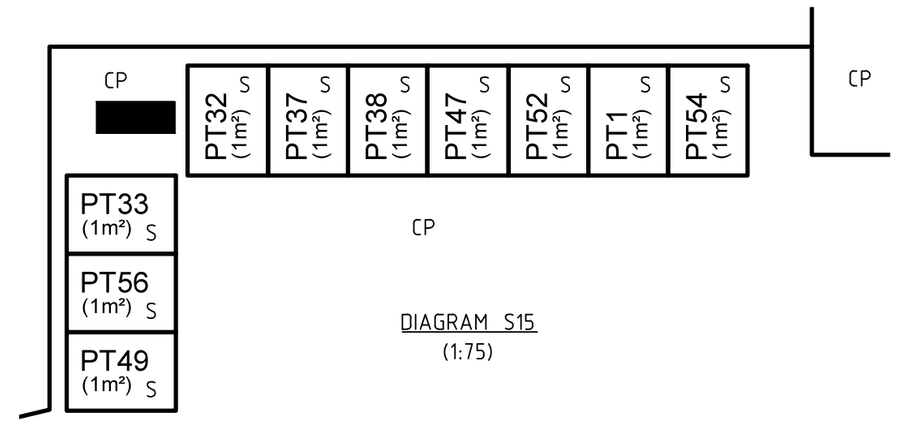
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

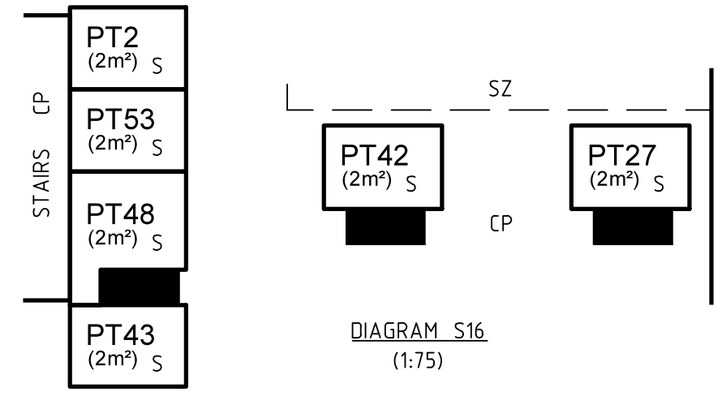
SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 200 Lengths are in metres.	Registered 18/09/2025	SP109977

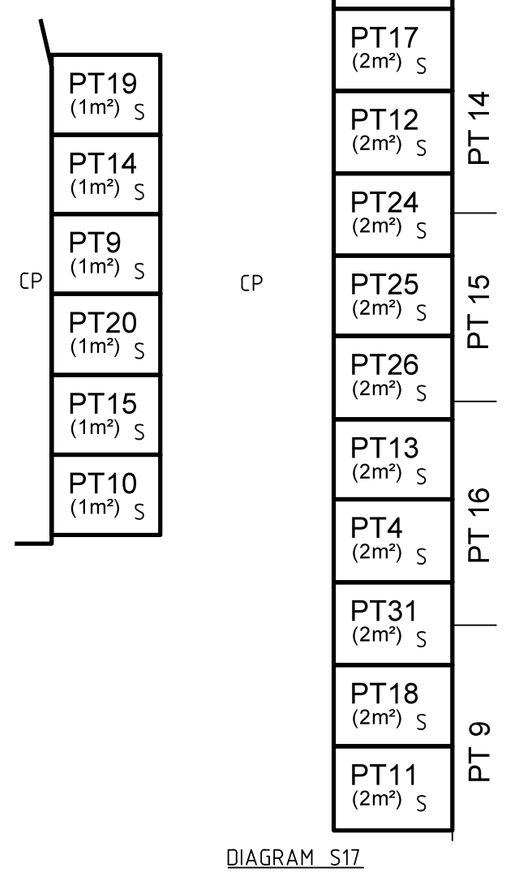
Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:11:12 /Seq:13 of 79
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BASEMENT 1









NOTES:

CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
S ~ STORAGE
SZ ~ SHARED ZONE (CP)

~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

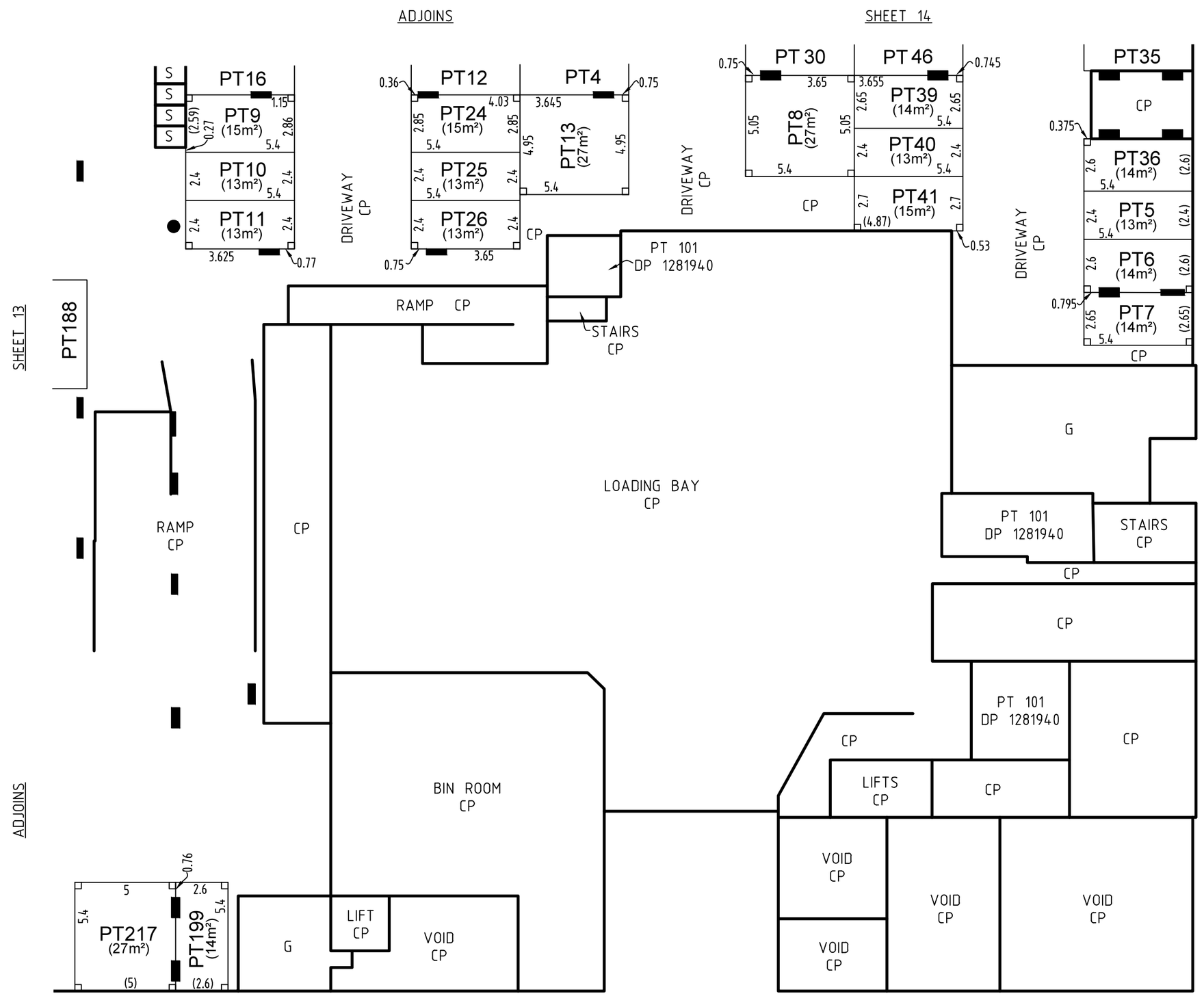
~ PROLONGATION OF CENTRELINE OF COLUMN

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

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 200 Lengths are in metres.	Registered 18/09/2025	SP109977

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:14 of 79
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BASEMENT 1



NOTES:

CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
S ~ STORAGE

⌞ ~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

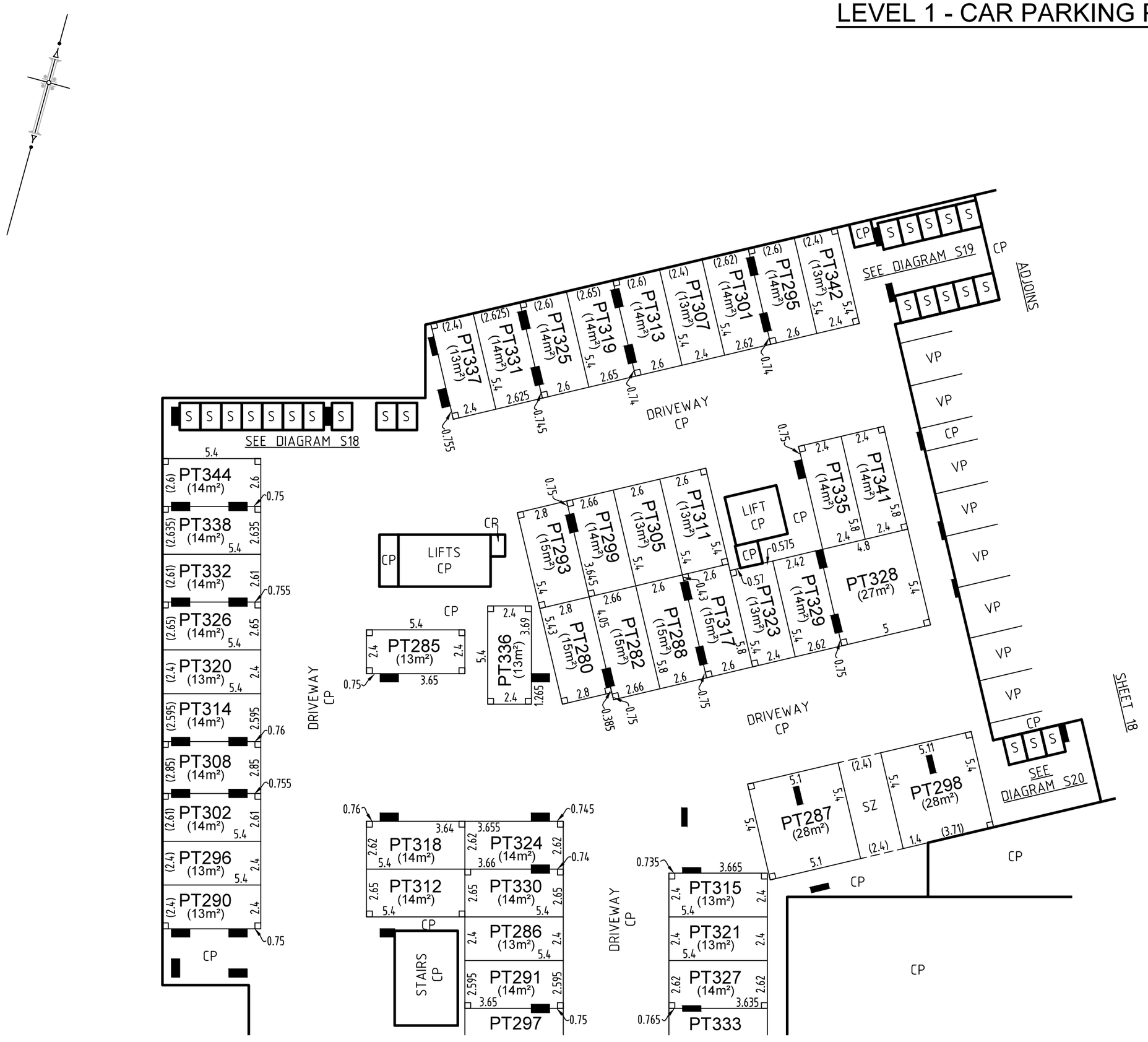
~ PROLONGATION OF CENTRELINE OF COLUMN

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

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 200 Lengths are in metres.	Registered 18/09/2025	SP109977

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:15 of 79
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LEVEL 1 - CAR PARKING PLAN



ADJOINS

SHEET 17

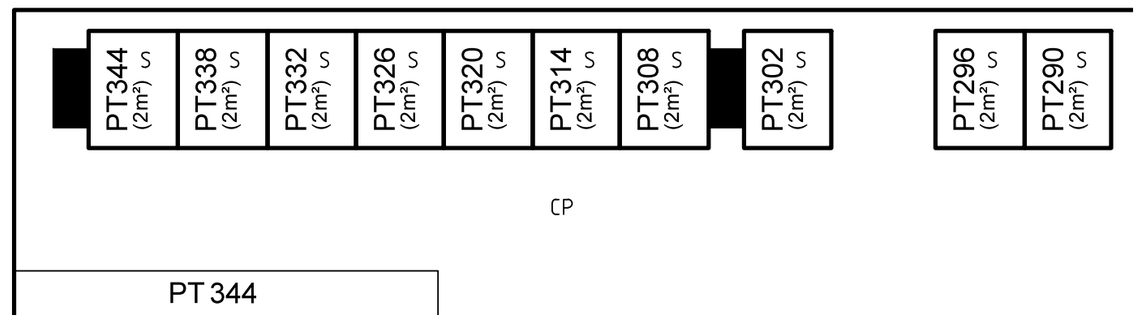


DIAGRAM S18
(1:75)

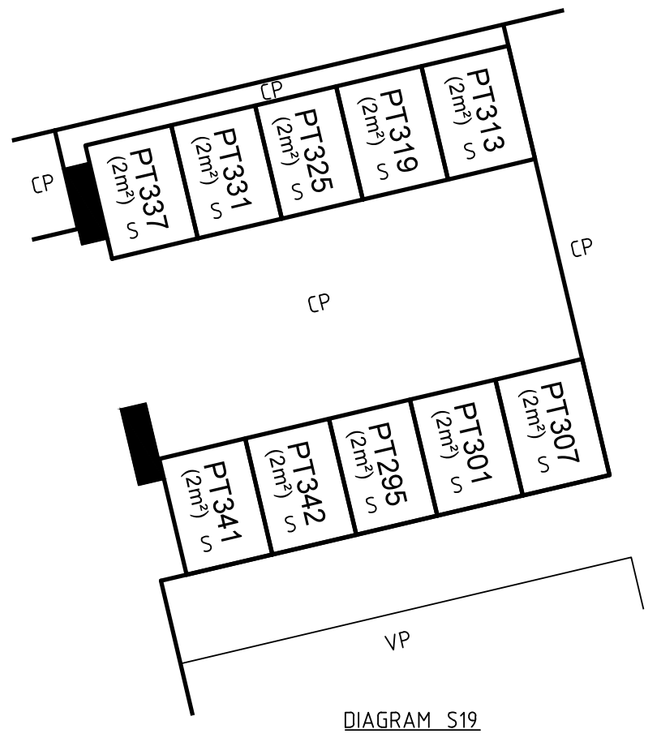


DIAGRAM S19
(1:75)

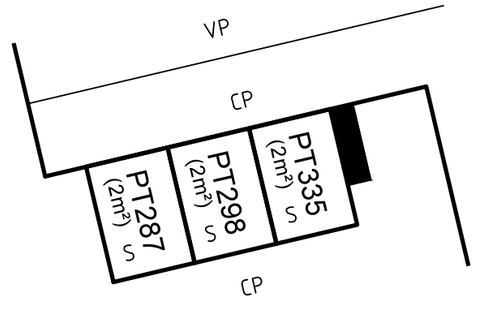


DIAGRAM S20
(1:75)

NOTES:

CP ~ COMMON PROPERTY
S ~ STORAGE
SZ ~ SHARED ZONE (CP)
VP ~ VISITOR PARKING (CP)

⌞ ~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

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

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 200 Lengths are in metres.	Registered 18/09/2025	SP109977

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 /Seq:16 of 79
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LEVEL 1 - CAR PARKING PLAN

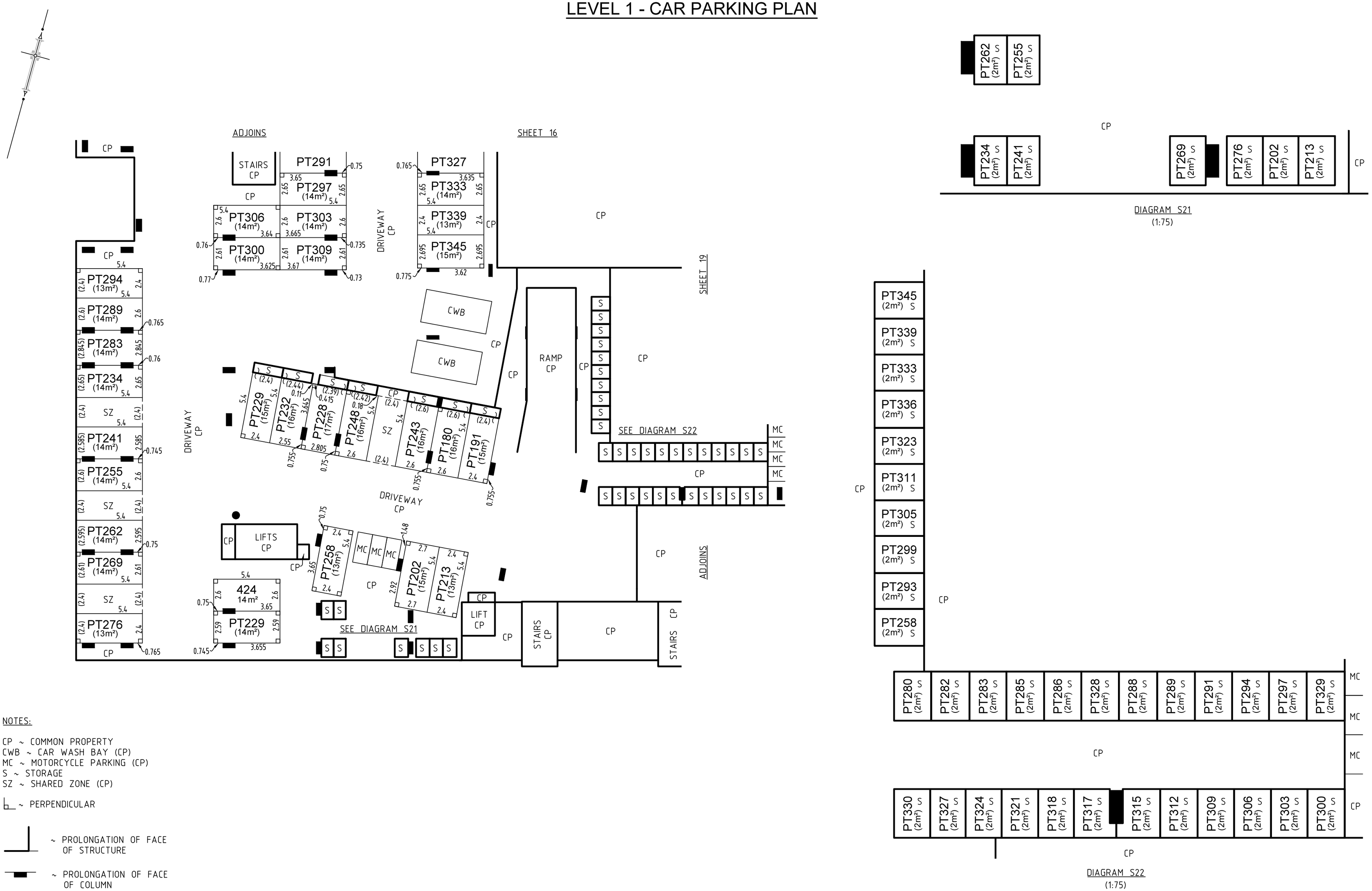


DIAGRAM S21
(1:75)

DIAGRAM S22
(1:75)

NOTES:

CP ~ COMMON PROPERTY
CWB ~ CAR WASH BAY (CP)
MC ~ MOTORCYCLE PARKING (CP)
S ~ STORAGE
SZ ~ SHARED ZONE (CP)

⌐ ~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

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

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 200 Lengths are in metres.	Registered 18/09/2025	SP109977

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:17 of 79
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LEVEL 1 - CAR PARKING PLAN



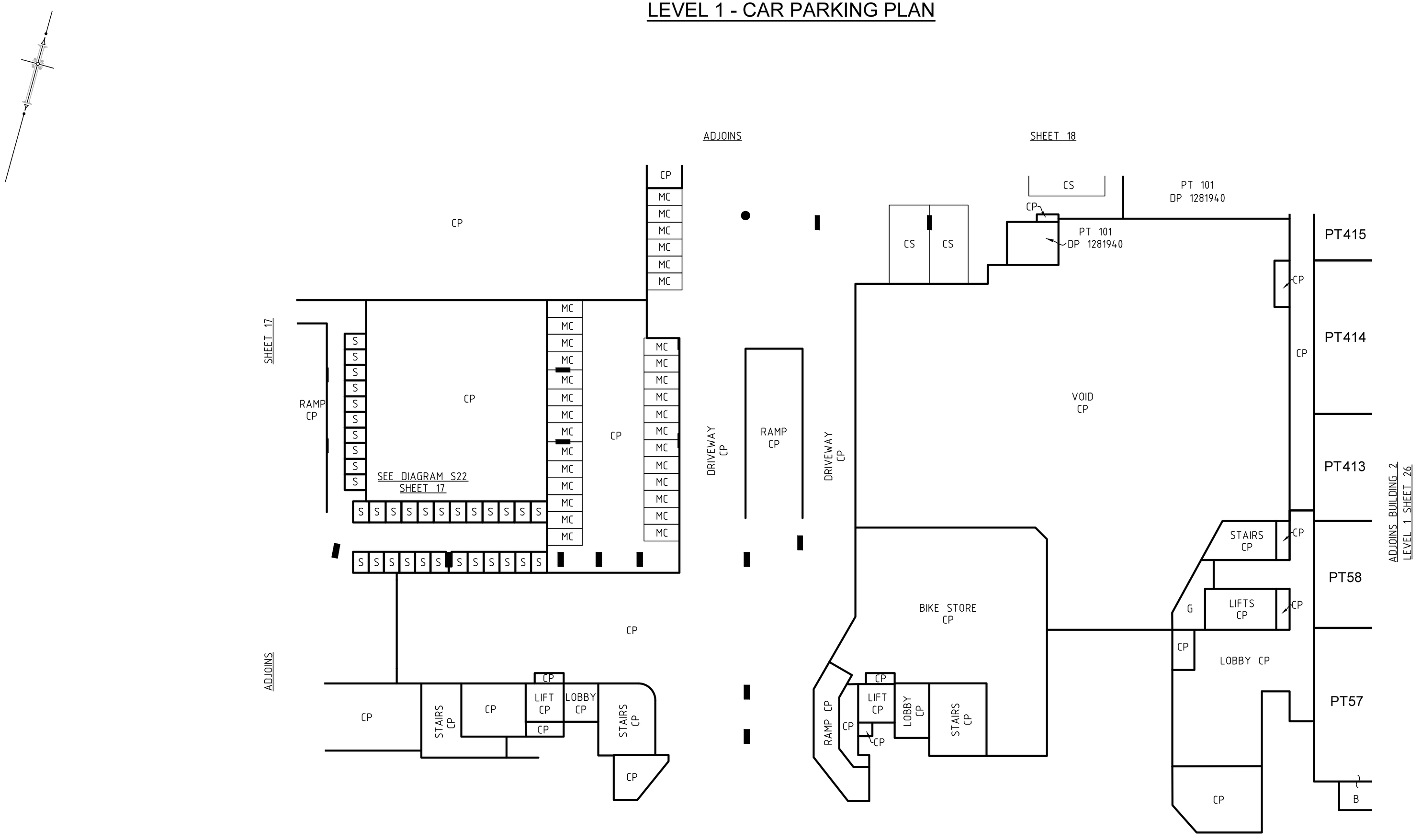
NOTES:

BMO ~ BUILDING MANAGERS OFFICE (CP)
CP ~ COMMON PROPERTY
CS ~ CAR SHARE BAY (CP)
S ~ STORAGE
SZ ~ SHARED ZONE (CP)
VP ~ VISITOR PARKING (CP)

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 200 Lengths are in metres.	Registered 18/09/2025	SP109977

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:18 of 79
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LEVEL 1 - CAR PARKING PLAN



NOTES:

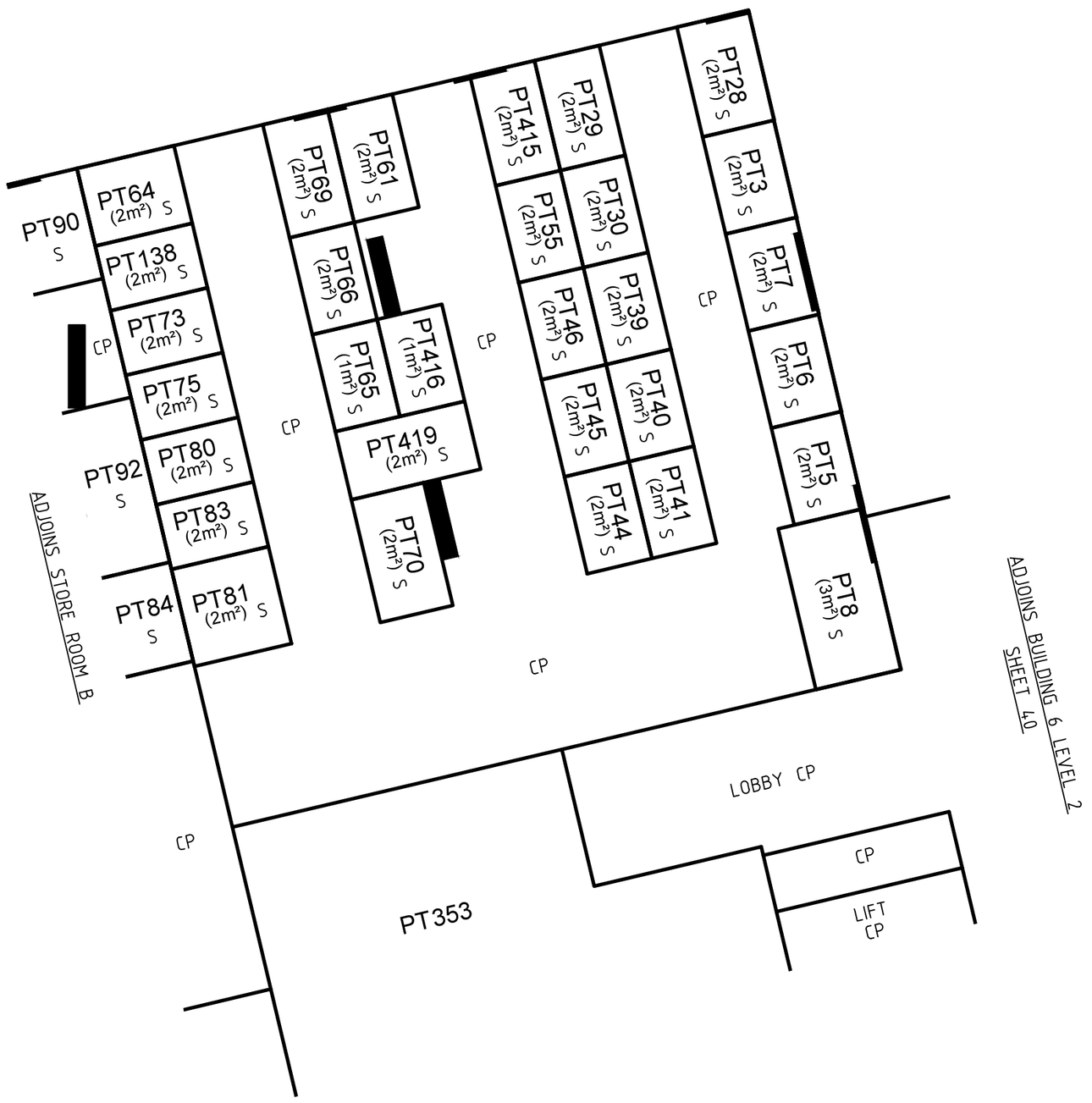
B ~ BALCONY
CP ~ COMMON PROPERTY
CS ~ CAR SHARE BAY (CP)
G ~ GARBAGE ROOM (CP)
S ~ STORAGE
MC ~ MOTORCYLE PARKING (CP)

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 200 Lengths are in metres.	Registered 18/09/2025	SP109977

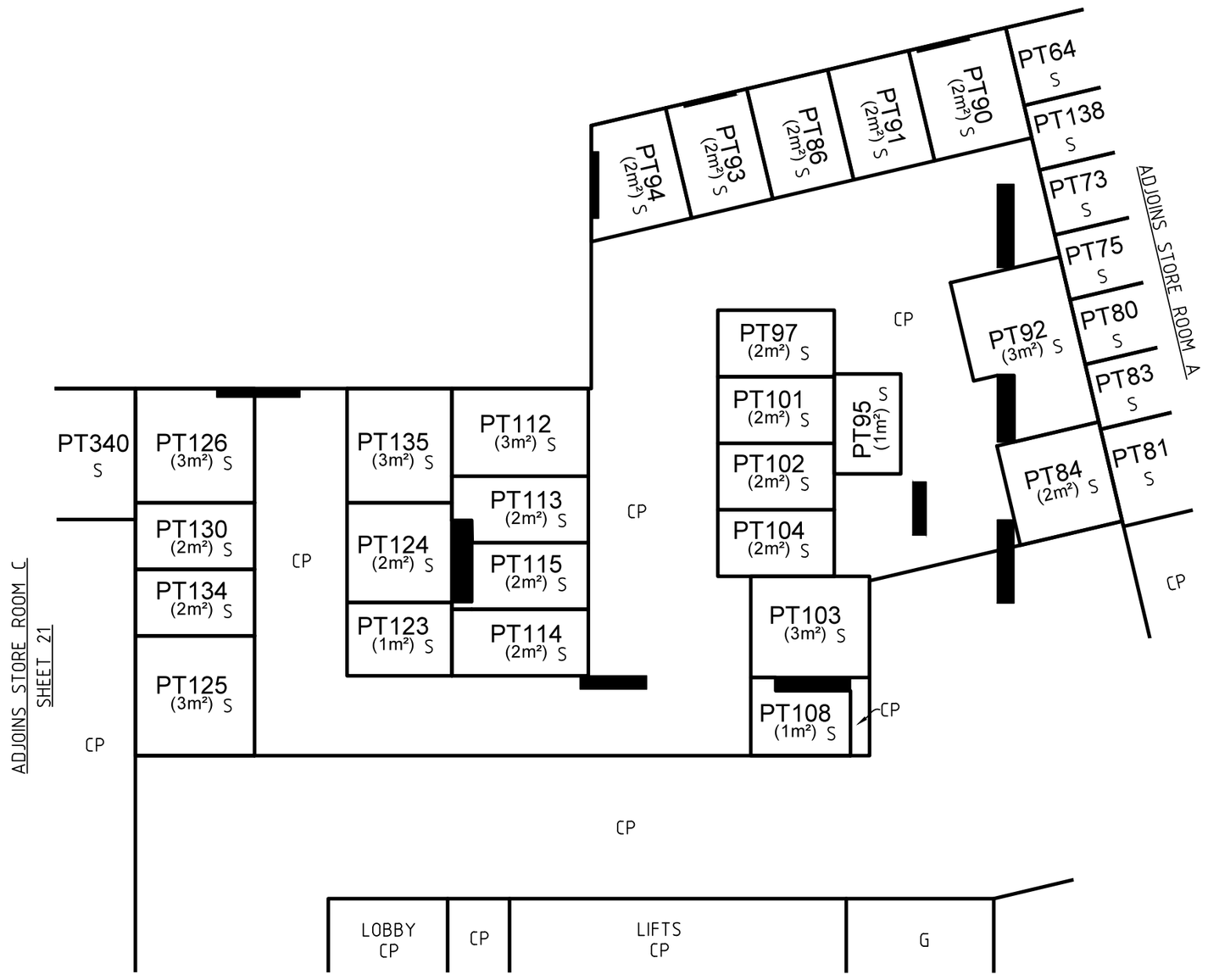
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LEVEL 2 - STORAGE DIAGRAMS

STORE ROOM A



STORE ROOM B



NOTES:

CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
S ~ STORAGE

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

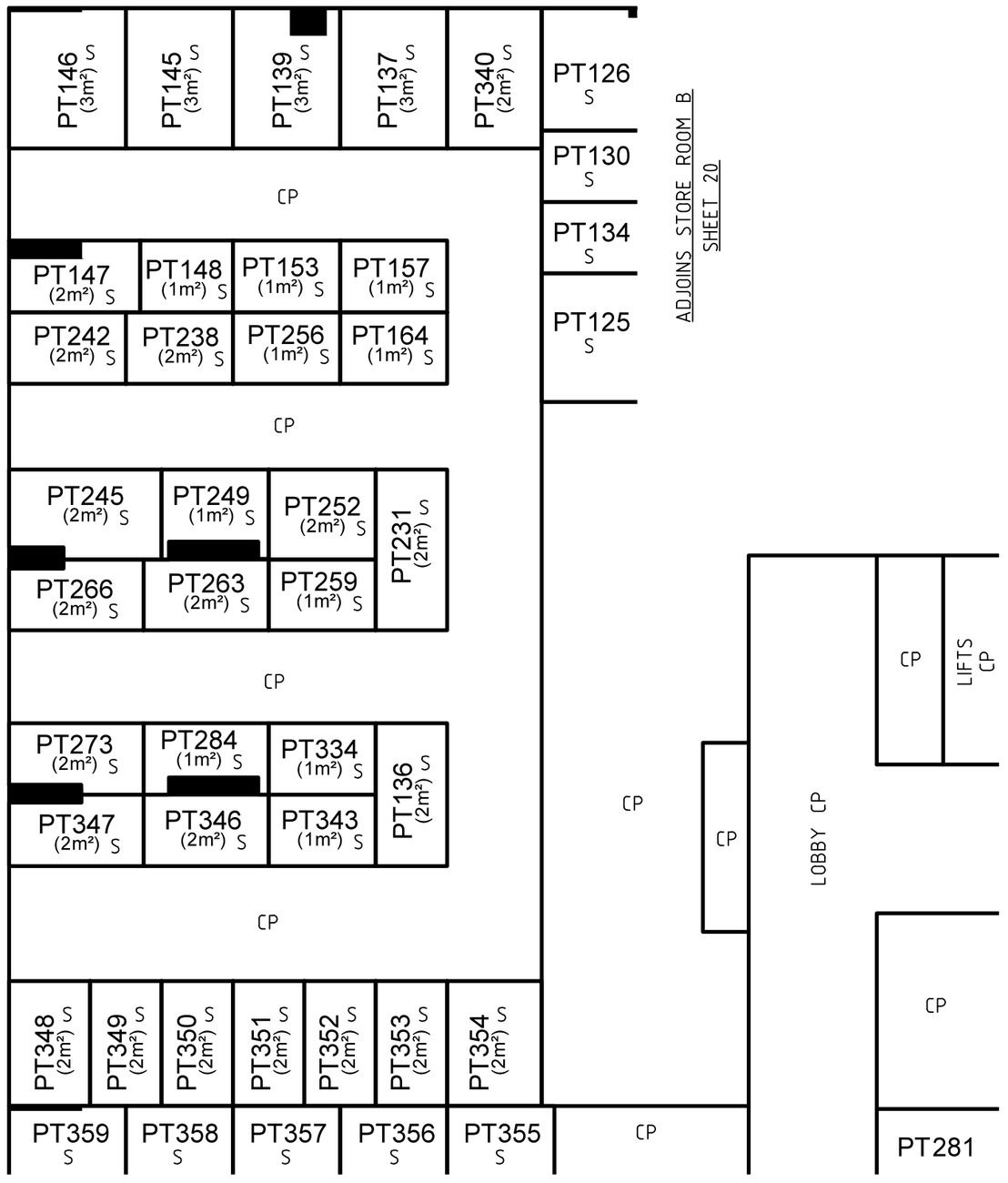
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 75 Lengths are in metres.	Registered 18/09/2025	SP109977

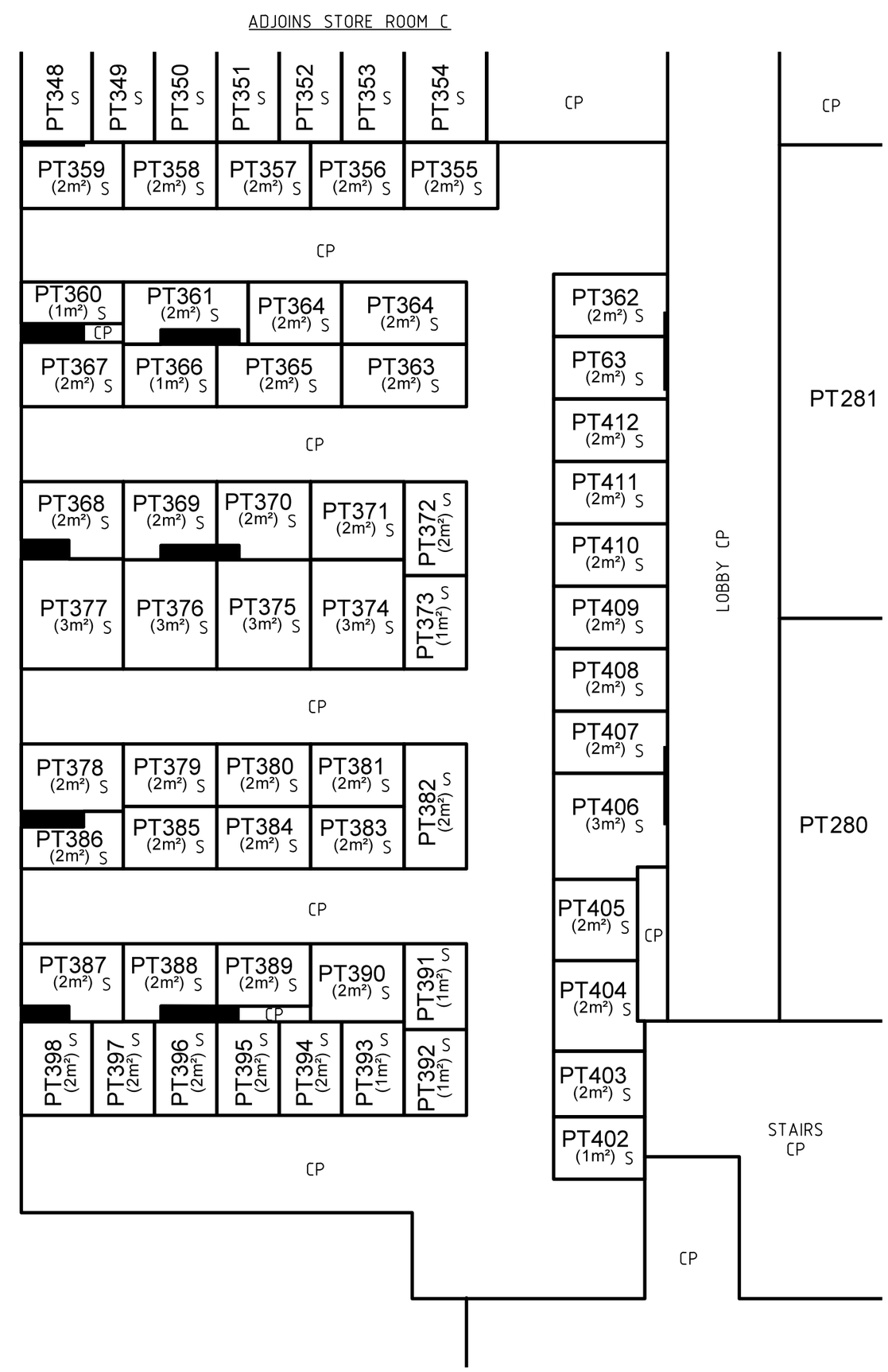
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LEVEL 2 - STORAGE DIAGRAMS

STORE ROOM C



STORE ROOM D



NOTES:

CP ~ COMMON PROPERTY
S ~ STORAGE

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

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

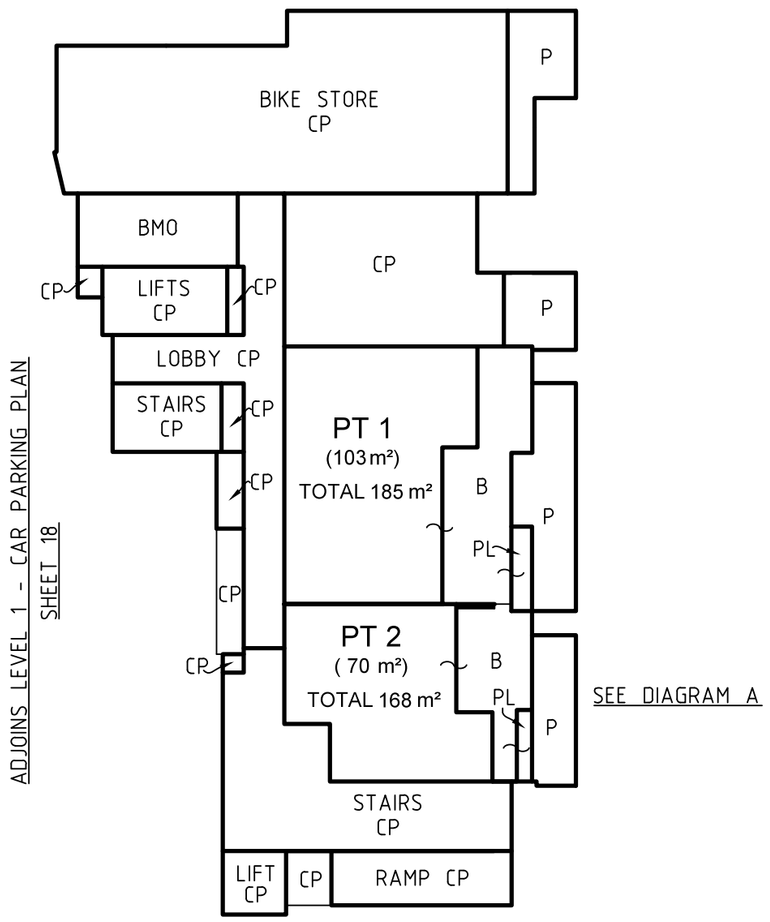
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Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:21 of 79
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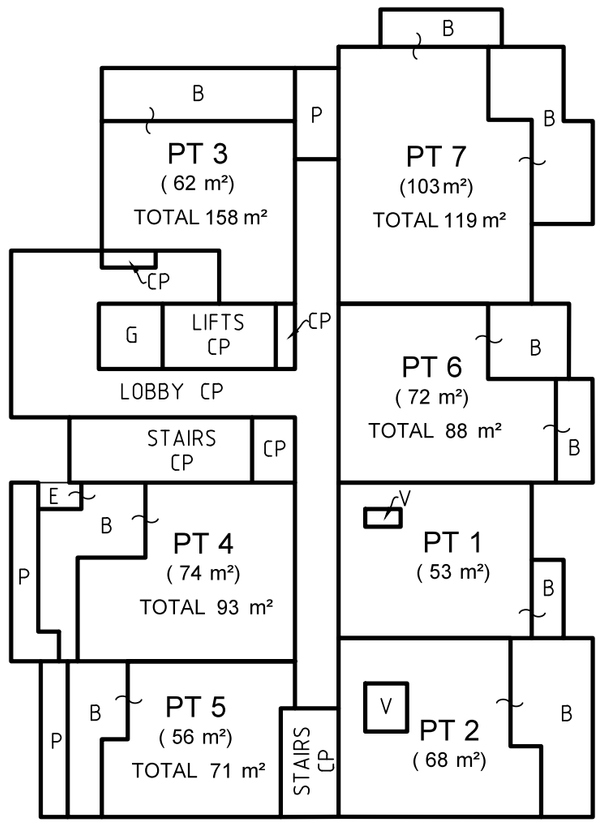
BUILDING 1



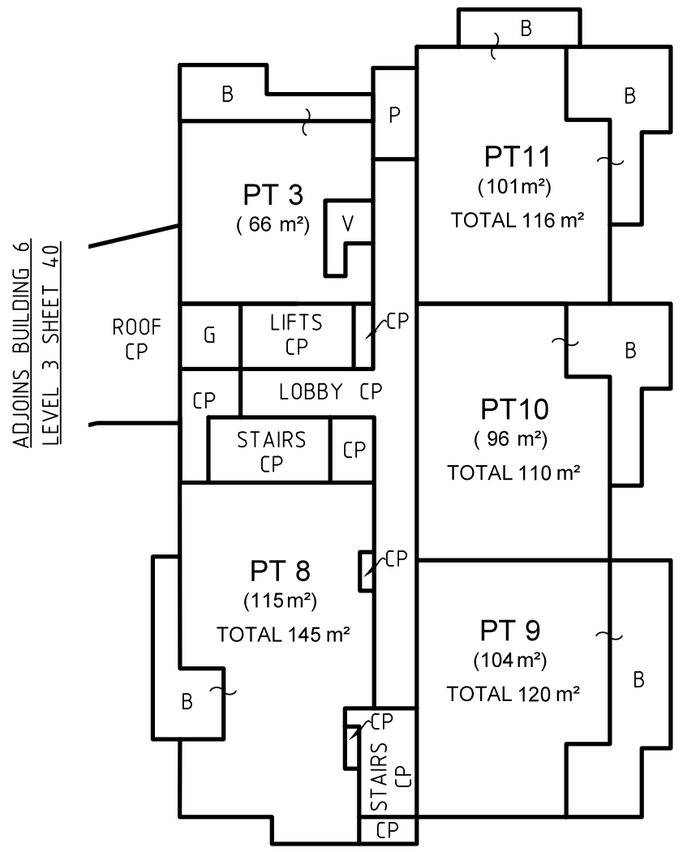
LEVEL 1



LEVEL 2



LEVEL 3



NOTES:

B ~ BALCONY
BMO ~ BUILDING MANAGERS OFFICE (CP)
CP ~ COMMON PROPERTY
E ~ ENTRY
G ~ GARBAGE ROOM (CP)
P ~ PLANTER (CP)
PL ~ PLANTER
V ~ VOID

⌞ ~ PERPENDICULAR

PN ~ PROLONGATION OF NORTHERN FACE OF WALL

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

THE STRATUM OF THE BALCONIES, ENTRY AND PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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

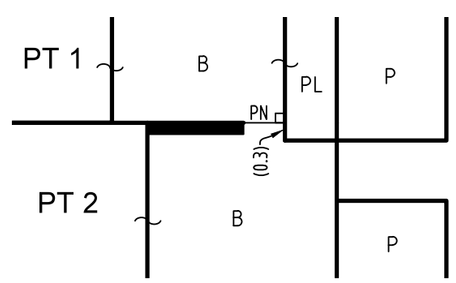


DIAGRAM A
(1:100)

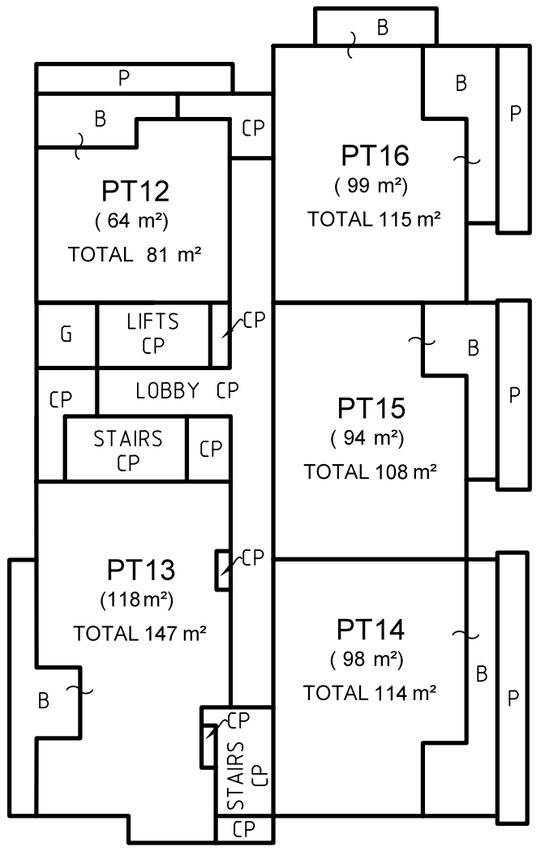
SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 250 Lengths are in metres.	Registered 18/09/2025	SP109977

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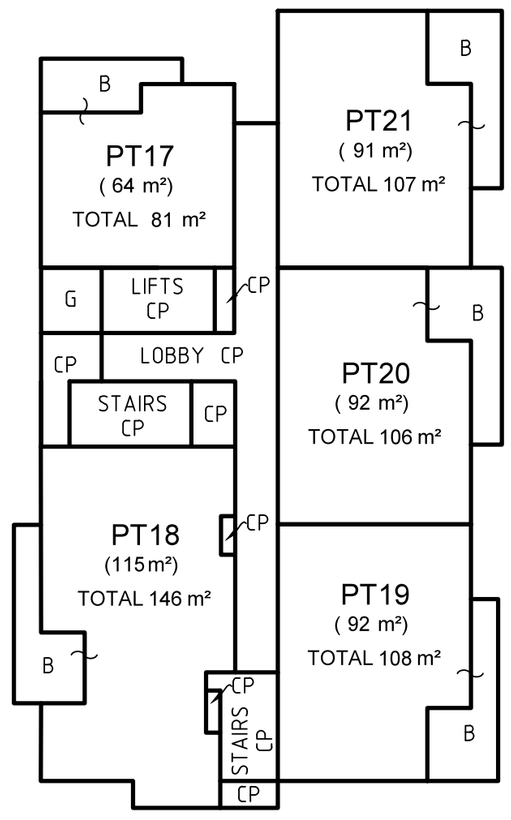
BUILDING 1



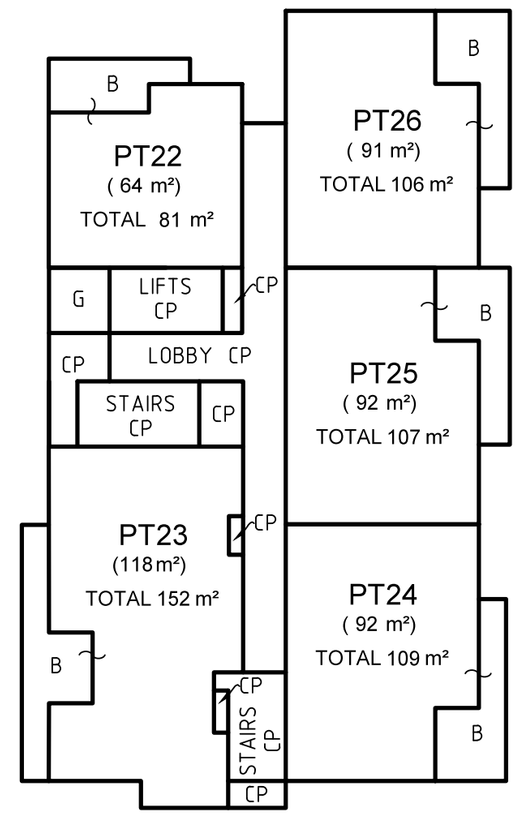
LEVEL 4



LEVEL 5



LEVEL 6



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
P ~ PLANTER (CP)

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

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

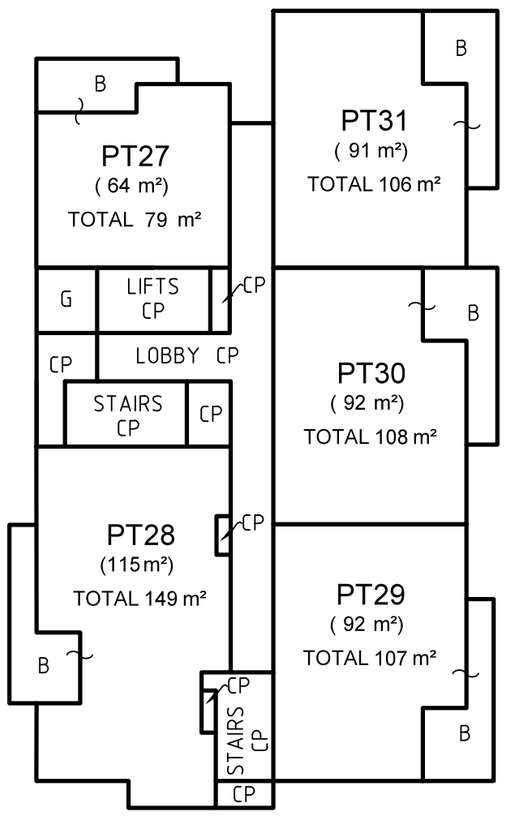
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SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 250 Lengths are in metres.	Registered 18/09/2025	SP109977

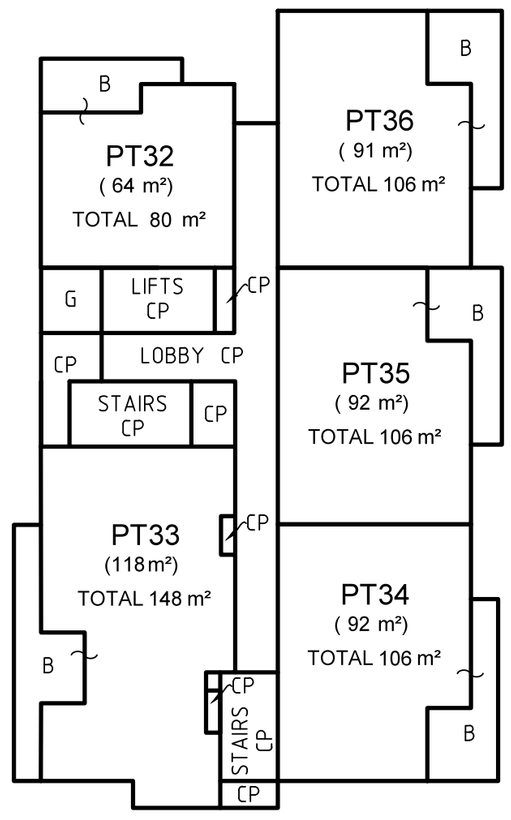
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BUILDING 1

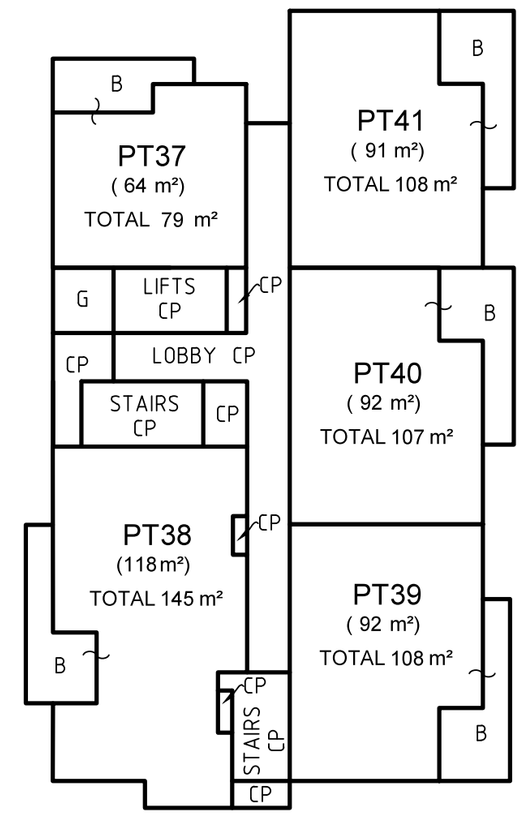
LEVEL 7



LEVEL 8



LEVEL 9



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)

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

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

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

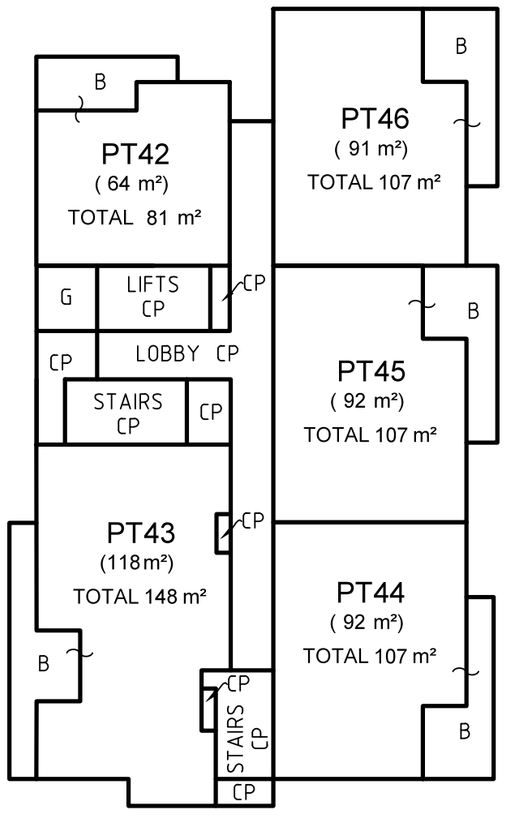
SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 250 Lengths are in metres.	Registered 18/09/2025	SP109977

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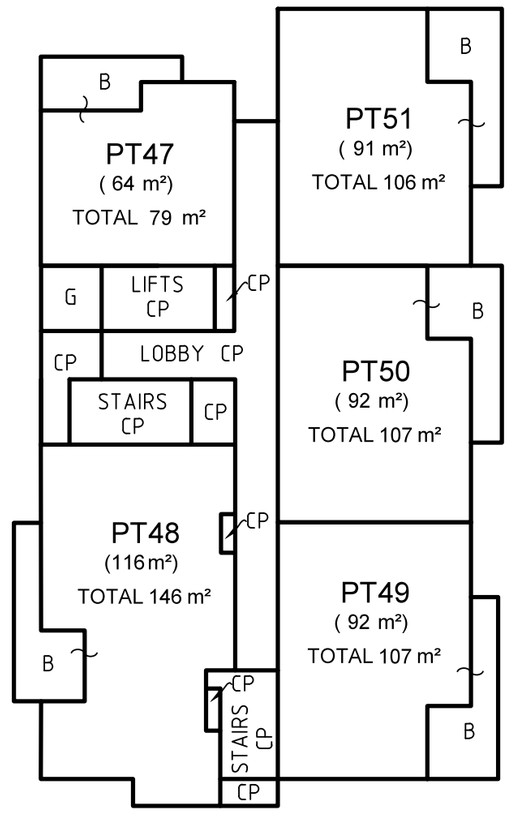
BUILDING 1



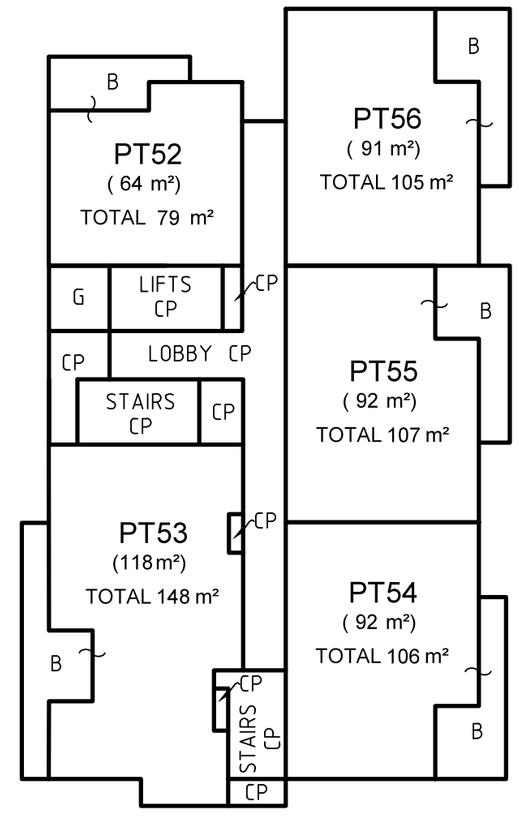
LEVEL 10



LEVEL 11



LEVEL 12



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)

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

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

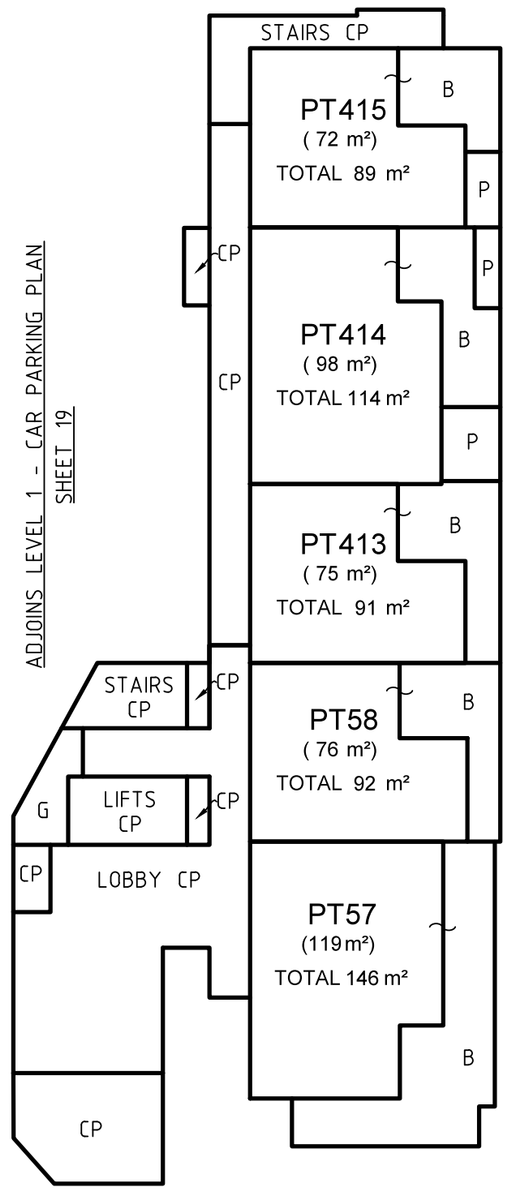
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SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 250 Lengths are in metres.	Registered 18/09/2025	SP109977

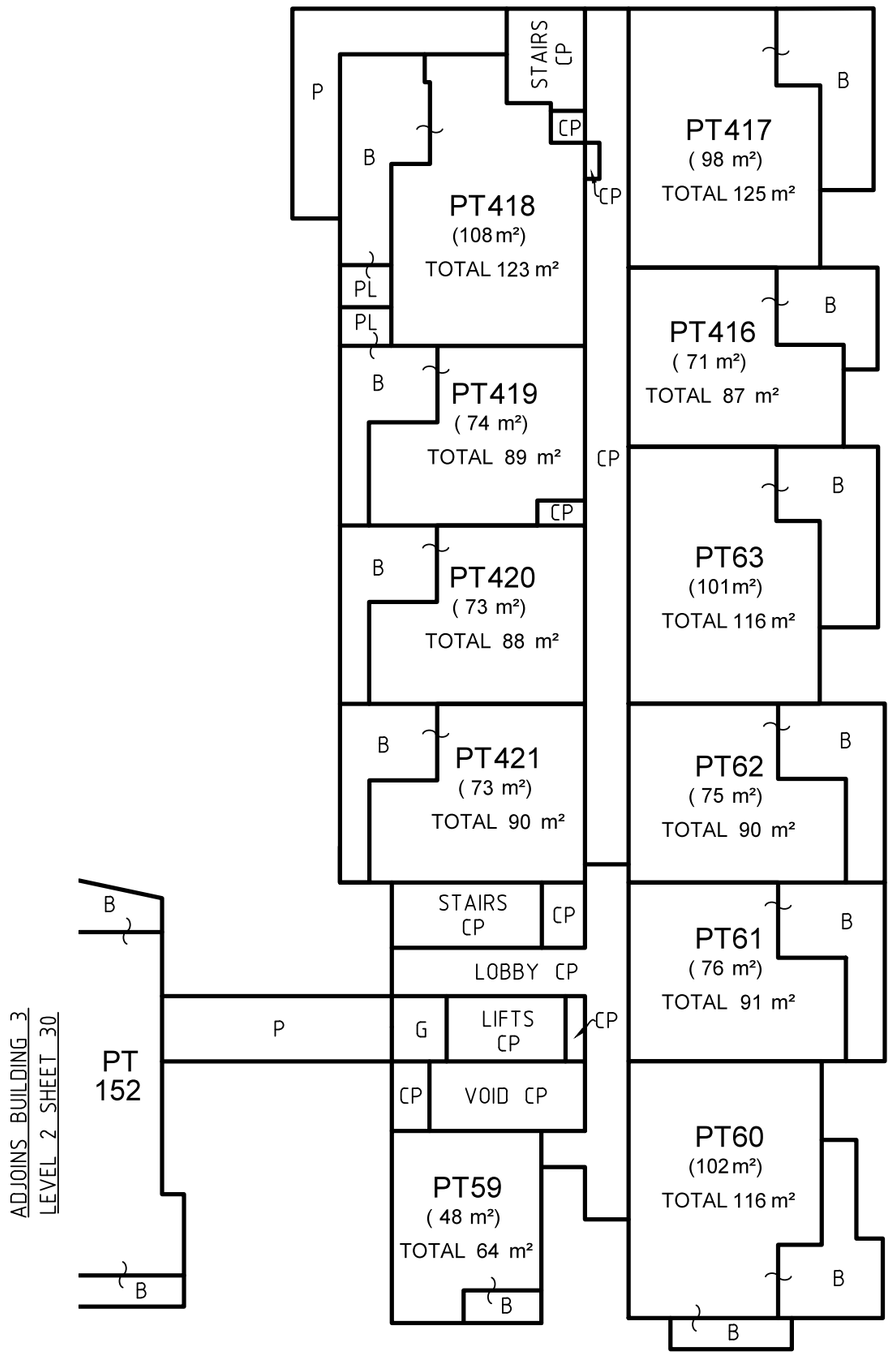
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BUILDING 2

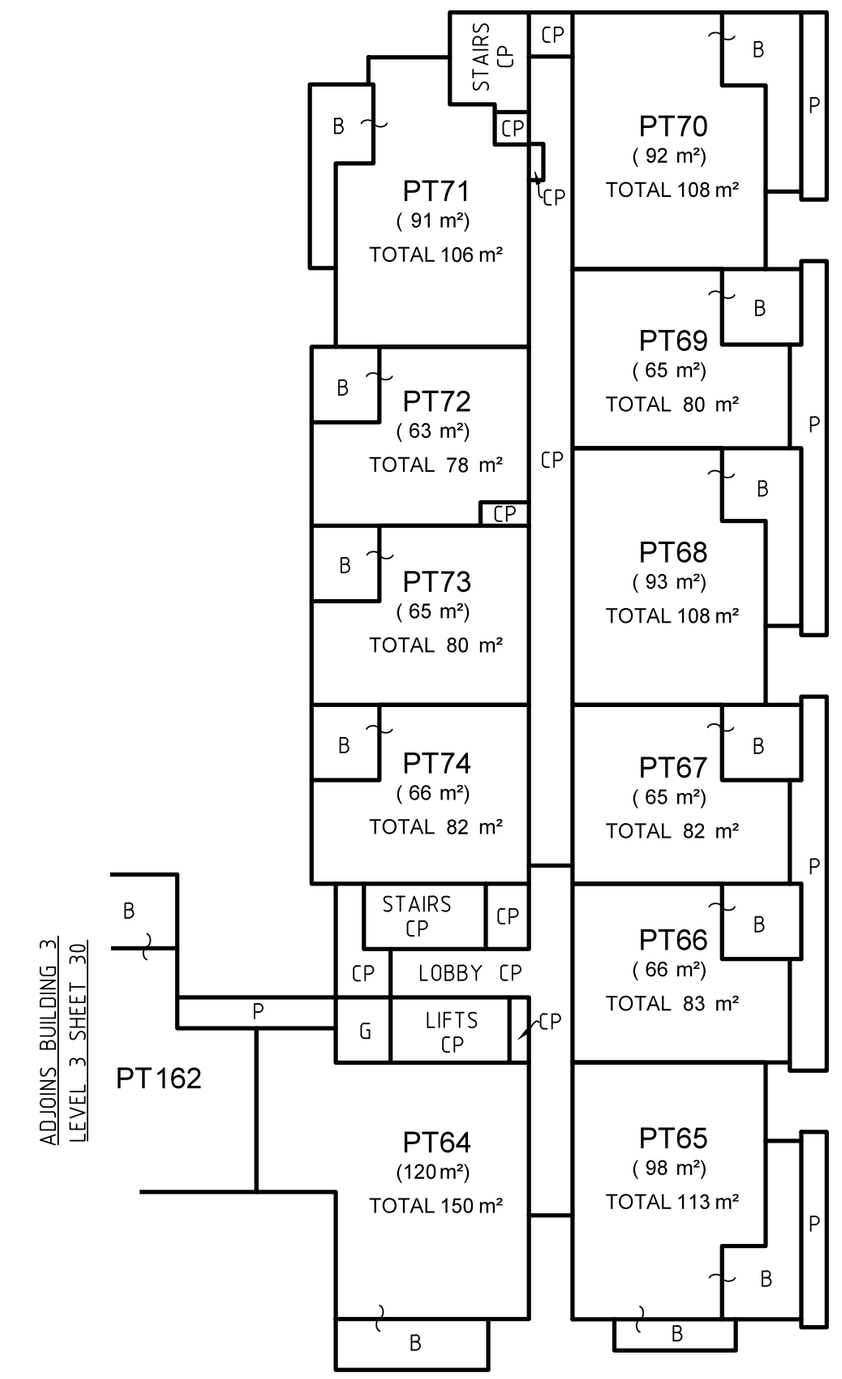
LEVEL 1



LEVEL 2



LEVEL 3



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
P ~ PLANTER (CP)
PL ~ PLANTER

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

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

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

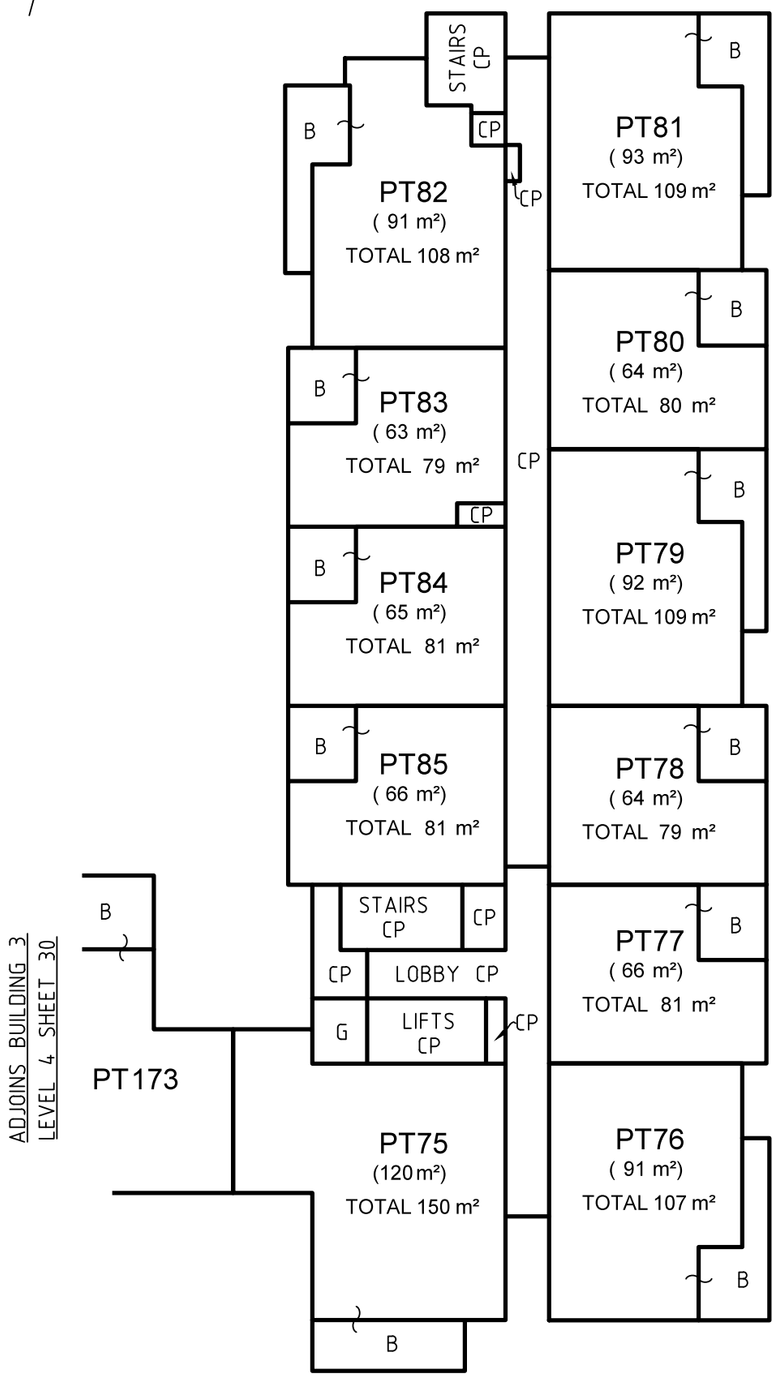
SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 250 Lengths are in metres.	Registered 18/09/2025	SP109977

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:26 of 79
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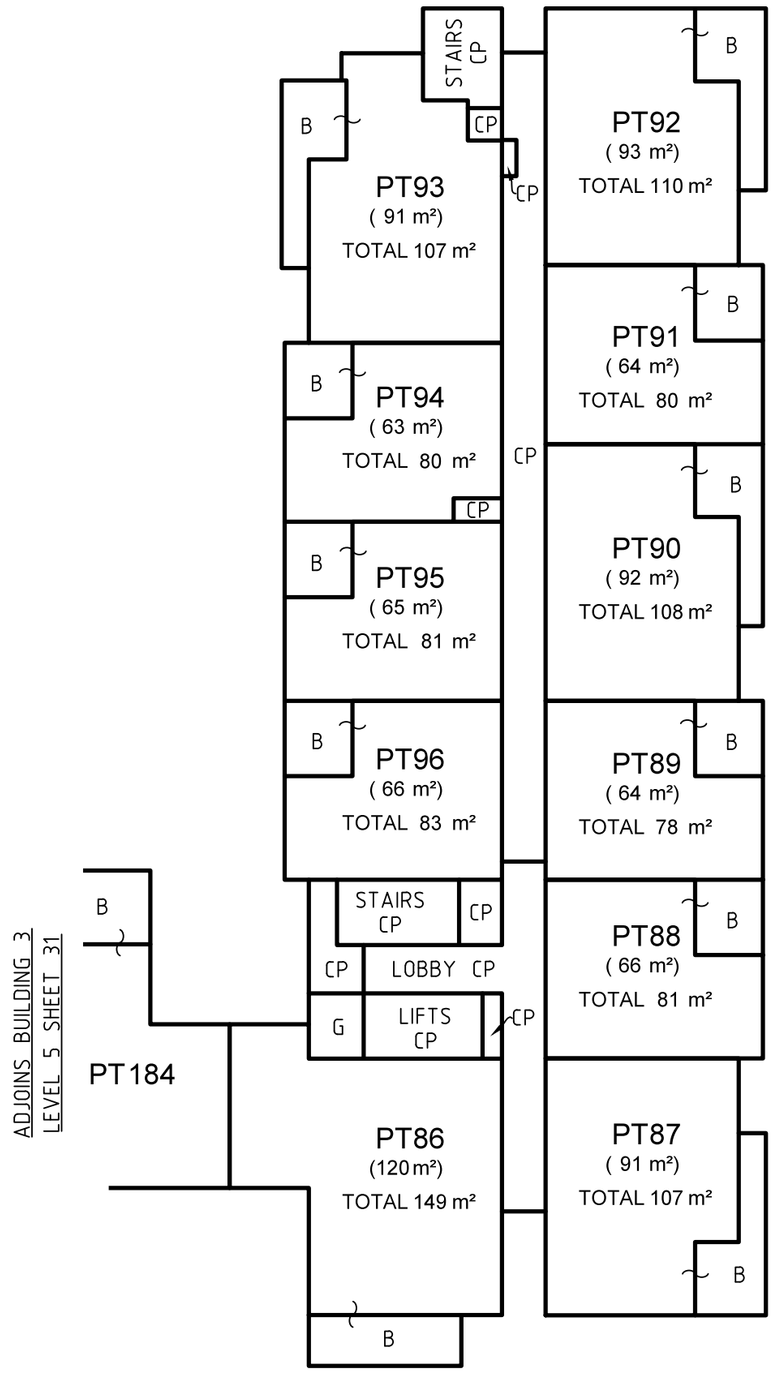
BUILDING 2



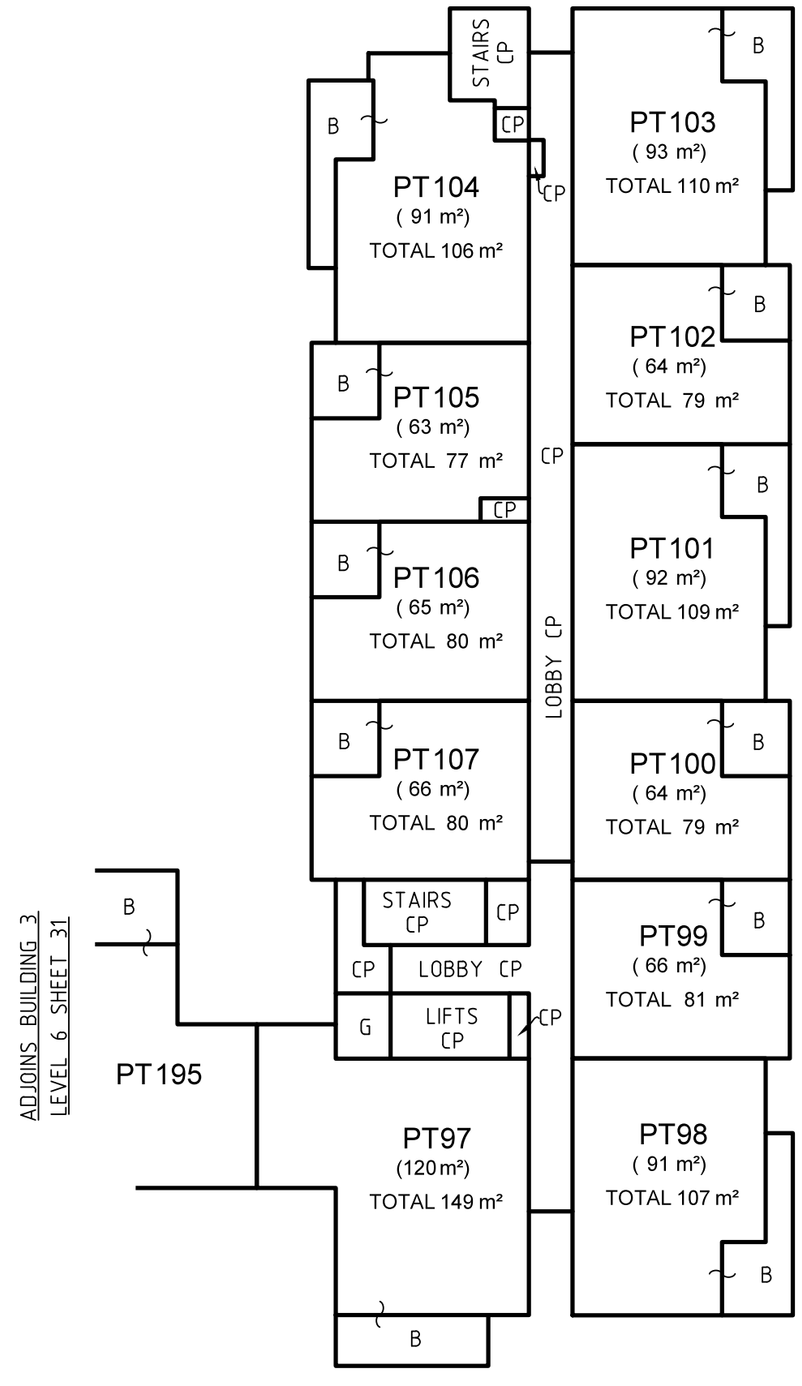
LEVEL 4



LEVEL 5



LEVEL 6



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
P ~ PLANTER (CP)

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

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

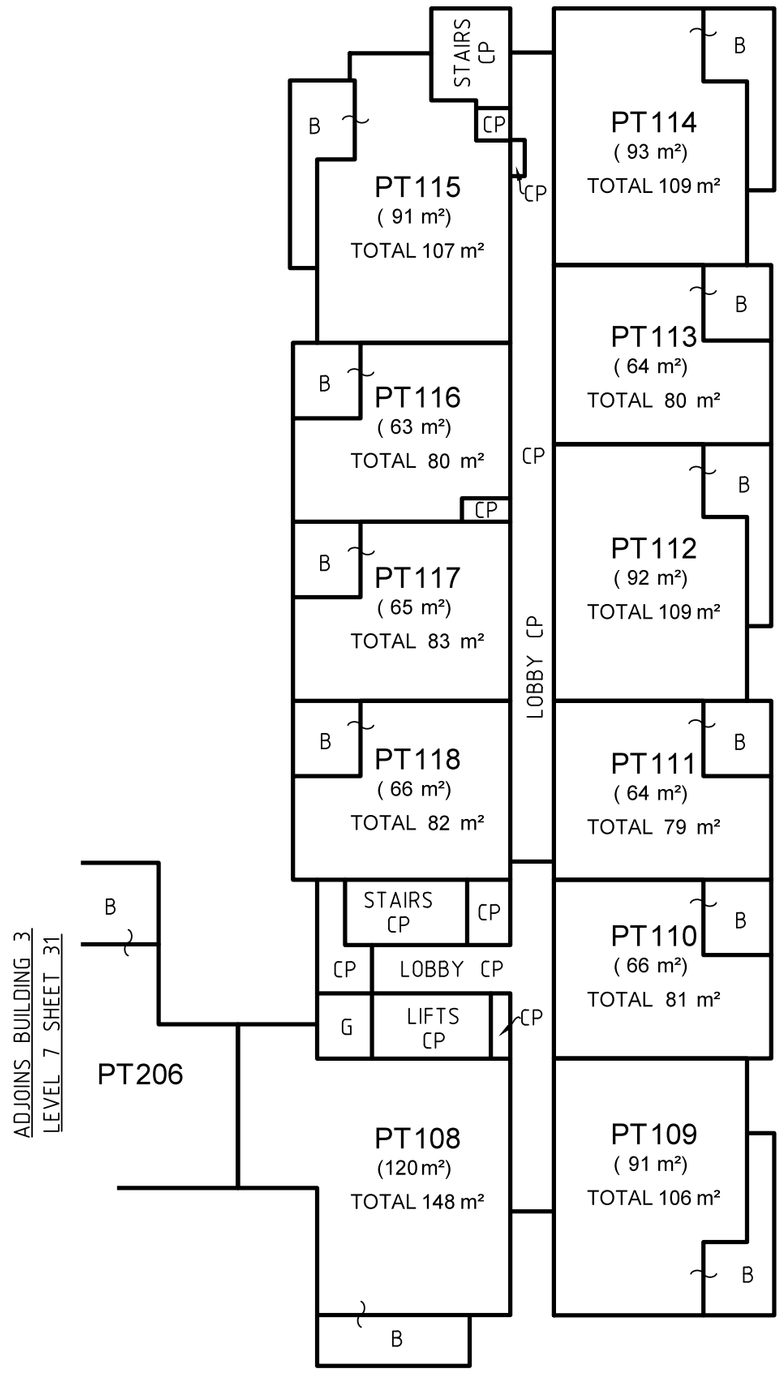
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SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 250 Lengths are in metres.	Registered 18/09/2025	SP109977

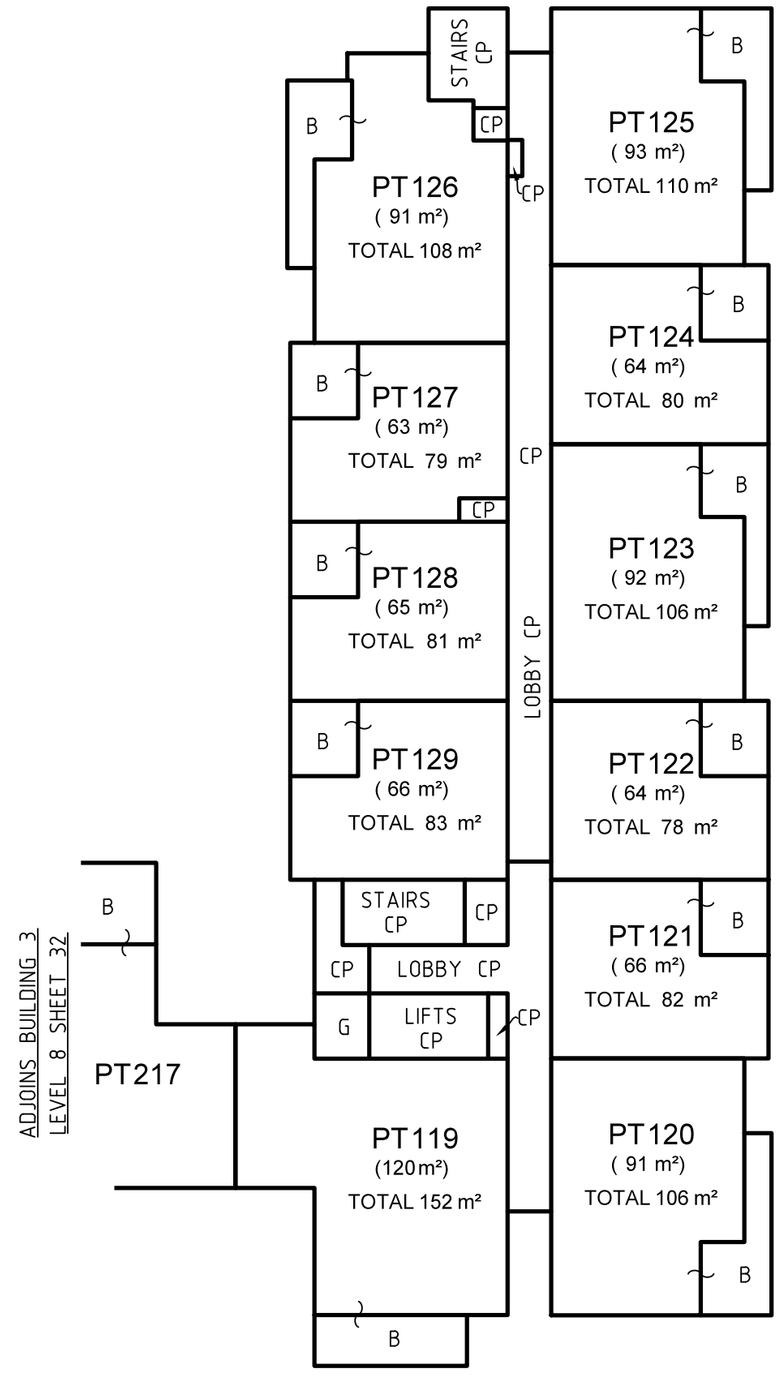
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BUILDING 2

LEVEL 7



LEVEL 8



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)

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

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

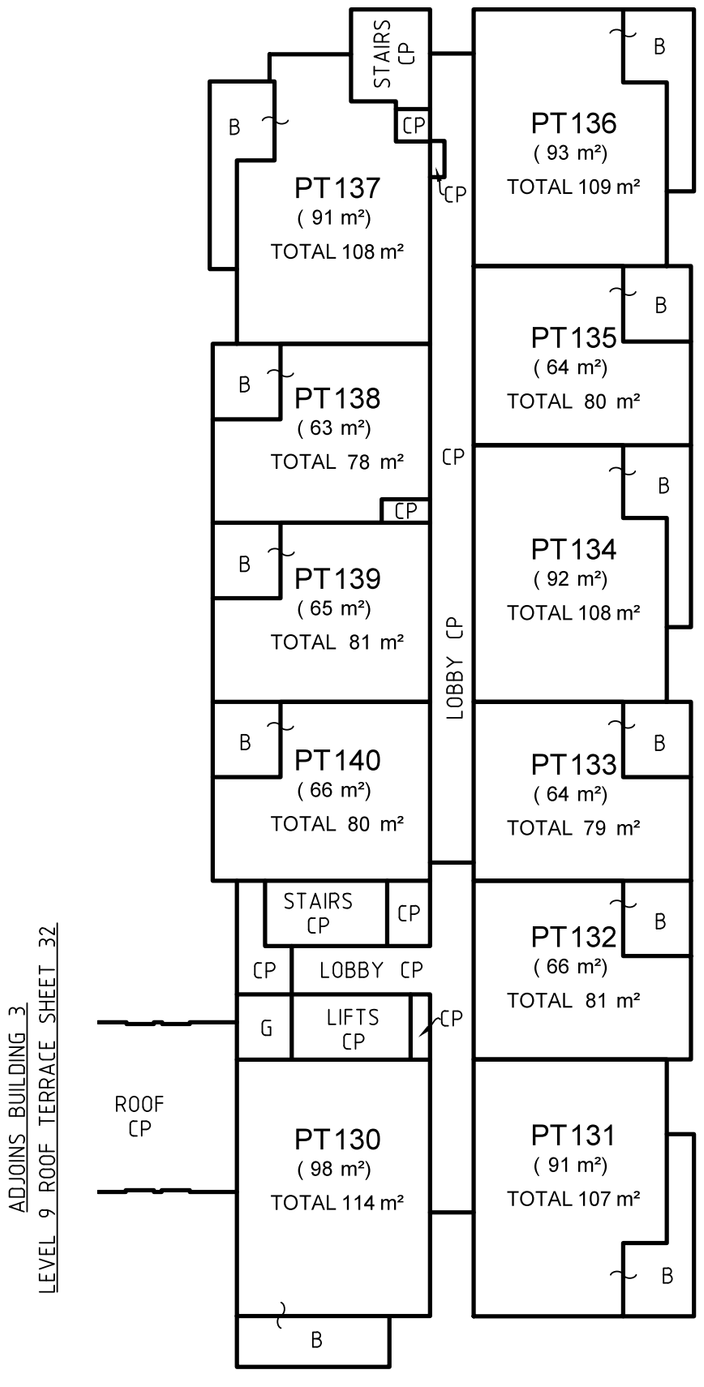
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 250 Lengths are in metres.	Registered 18/09/2025	SP109977

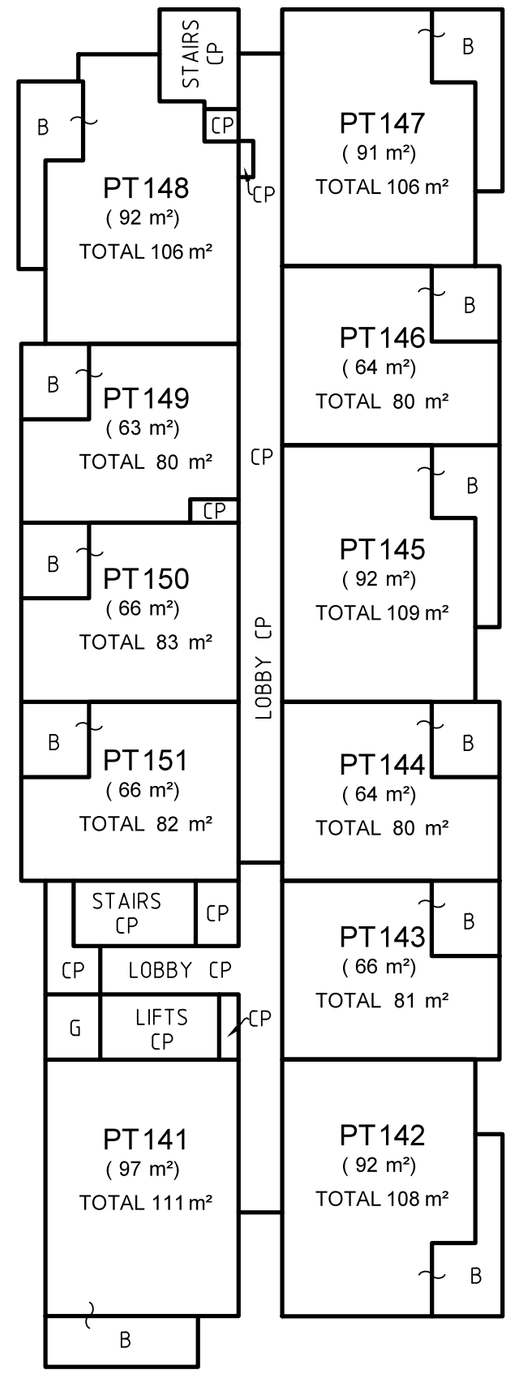
Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:28 of 79
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BUILDING 2

LEVEL 9



LEVEL 10



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)

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

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

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

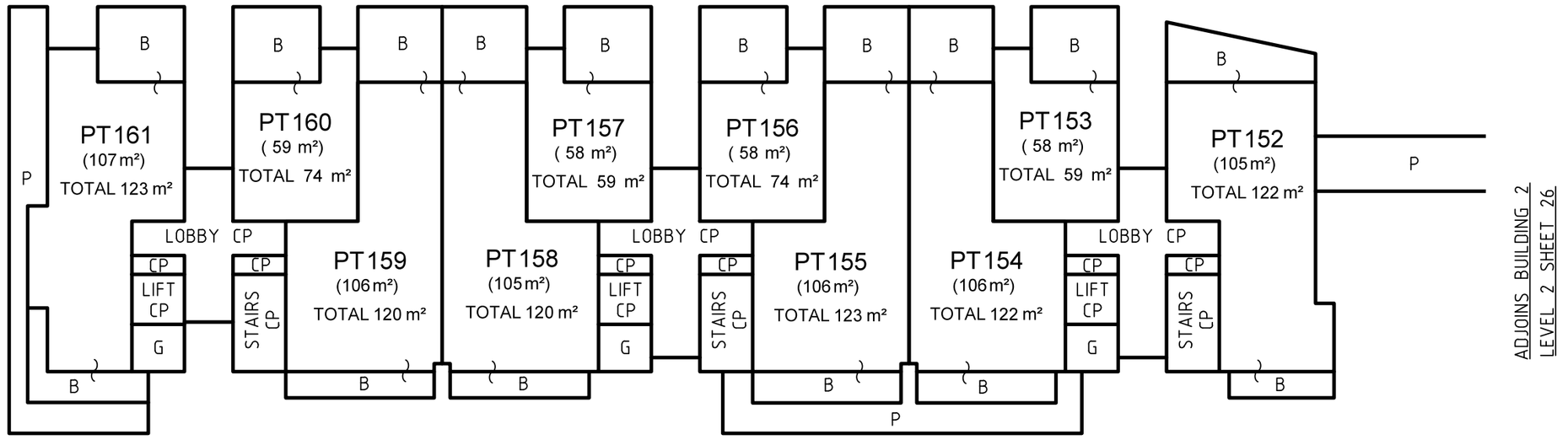
SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 250 Lengths are in metres.	Registered 18/09/2025	SP109977

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:29 of 79
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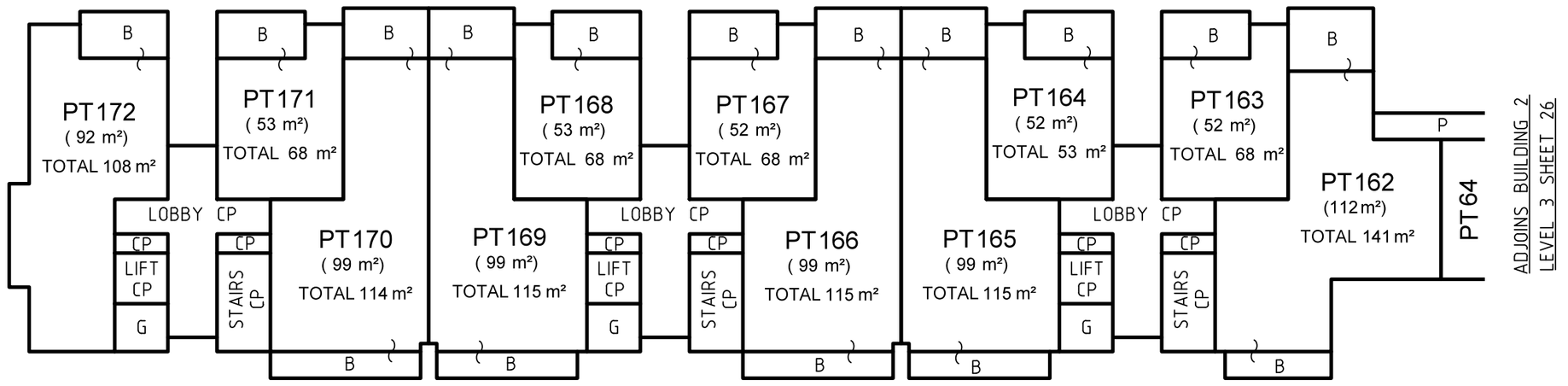
Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:30 of 79
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BUILDING 3

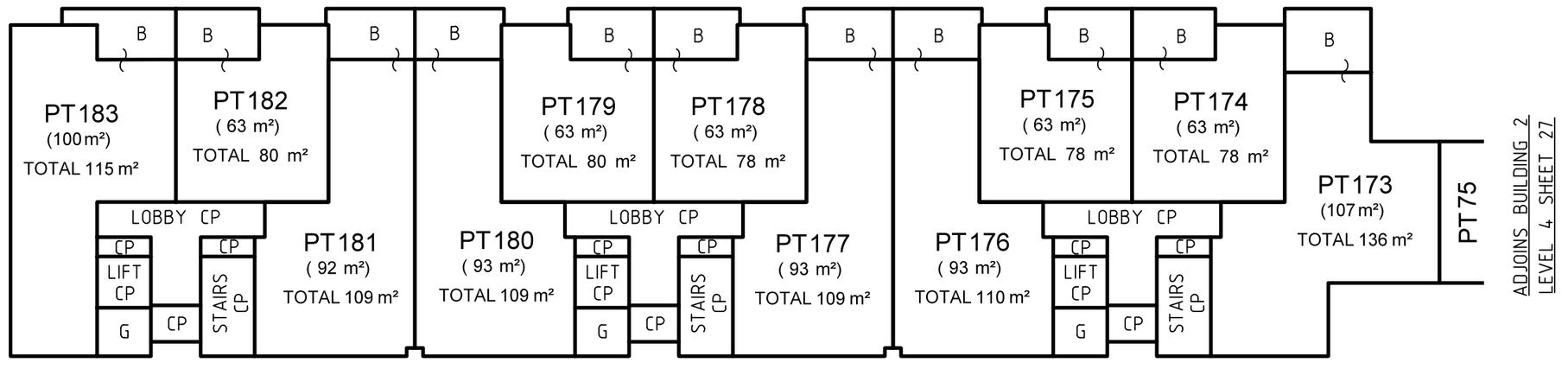
LEVEL 2



LEVEL 3



LEVEL 4



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
P ~ PLANTER (CP)

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

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

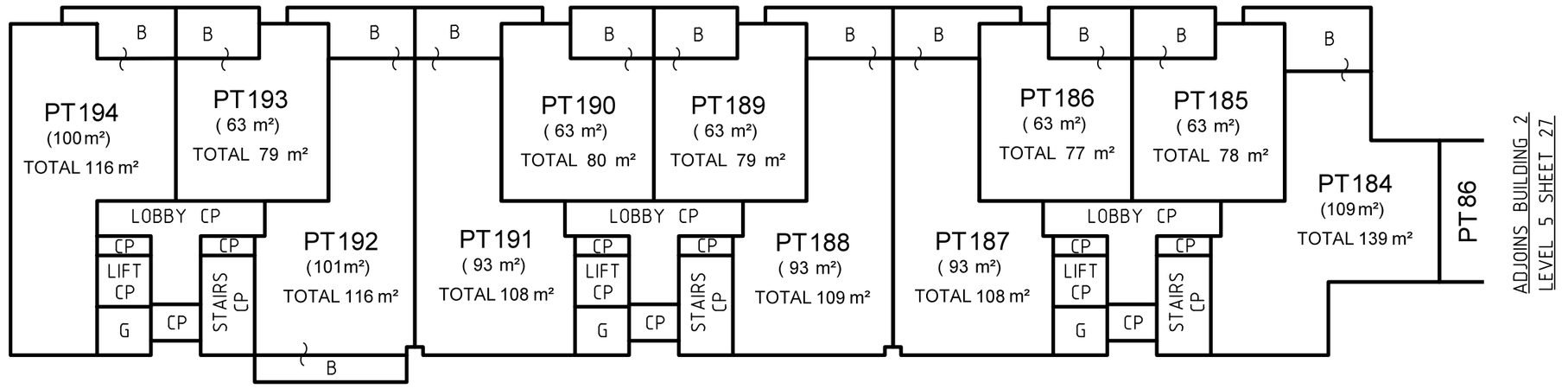
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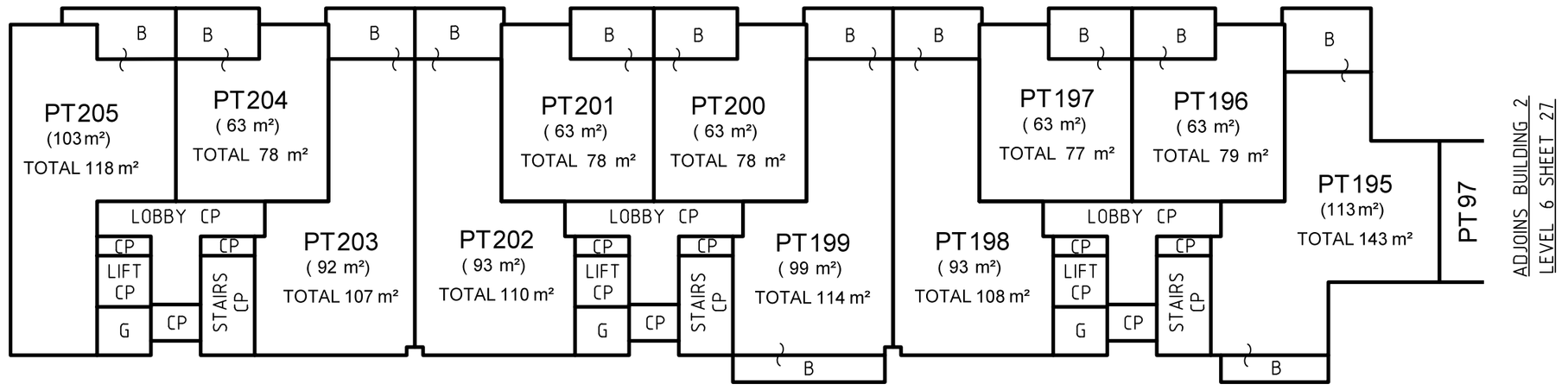
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BUILDING 3

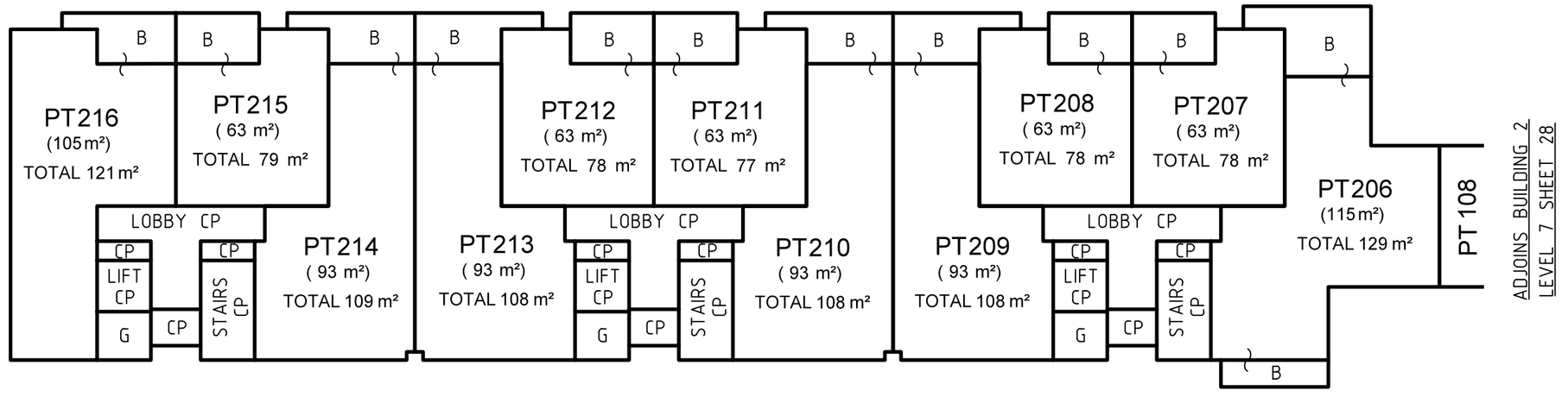
LEVEL 5



LEVEL 6



LEVEL 7



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)

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

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

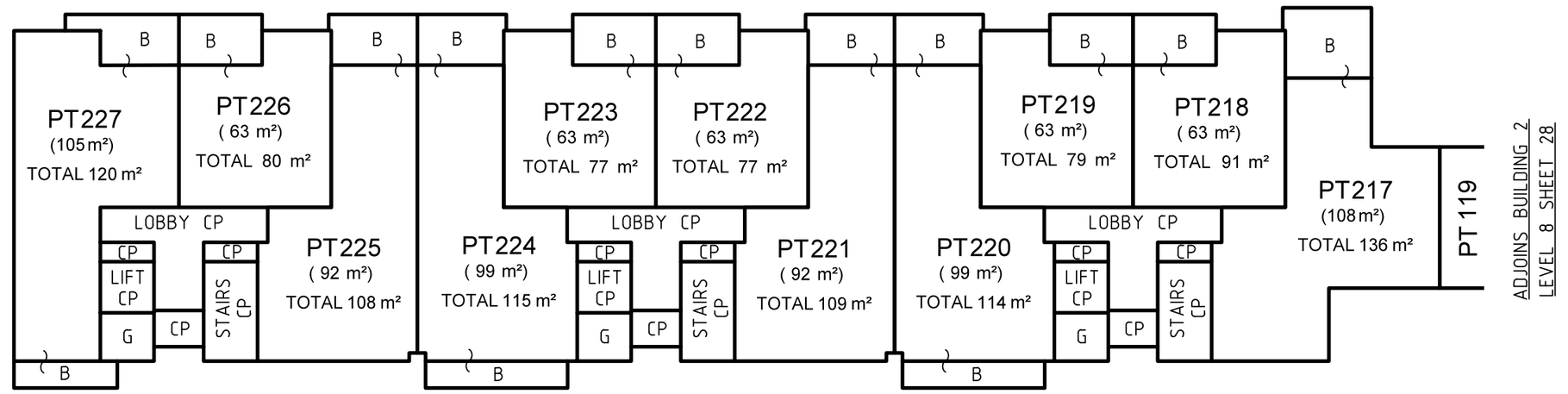
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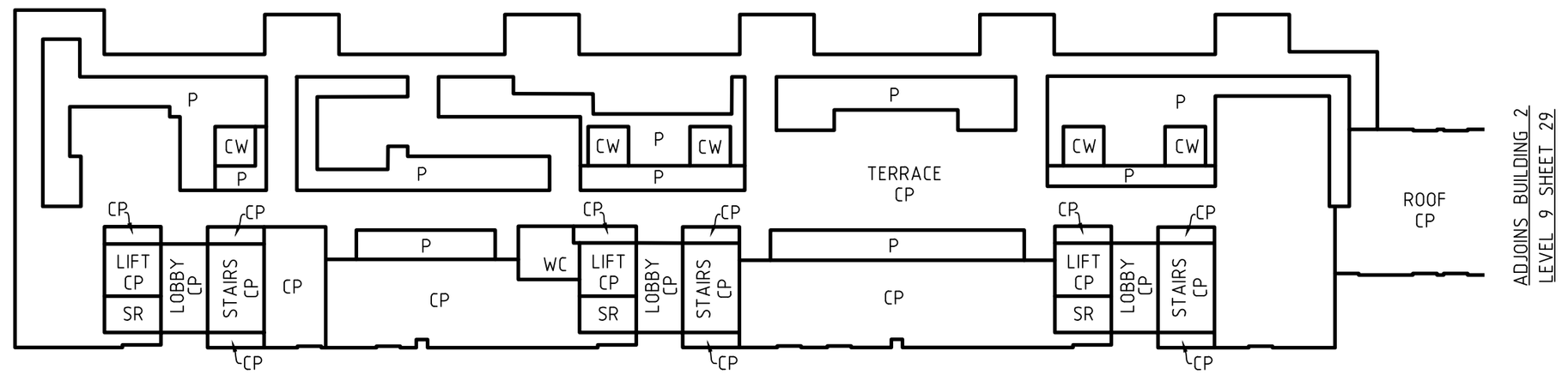
BUILDING 3



LEVEL 8



LEVEL 9
ROOF TERRACE



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
CW ~ CLERESTORY WINDOW (CP)
P ~ PLANTER (CP)
SR ~ STORE ROOM (CP)
WC ~ WATER CLOSET (CP)
G ~ GARBAGE ROOM (CP)

NOTE RELATING TO LOTS 218, 219, 222, 223 & 226
- THE STRUCTURE OF THE BULKHEAD AND CLERESTORY WINDOW INCLUDING ANY CEILING MEMBRANE FORMS PART OF COMMON PROPERTY

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

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

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

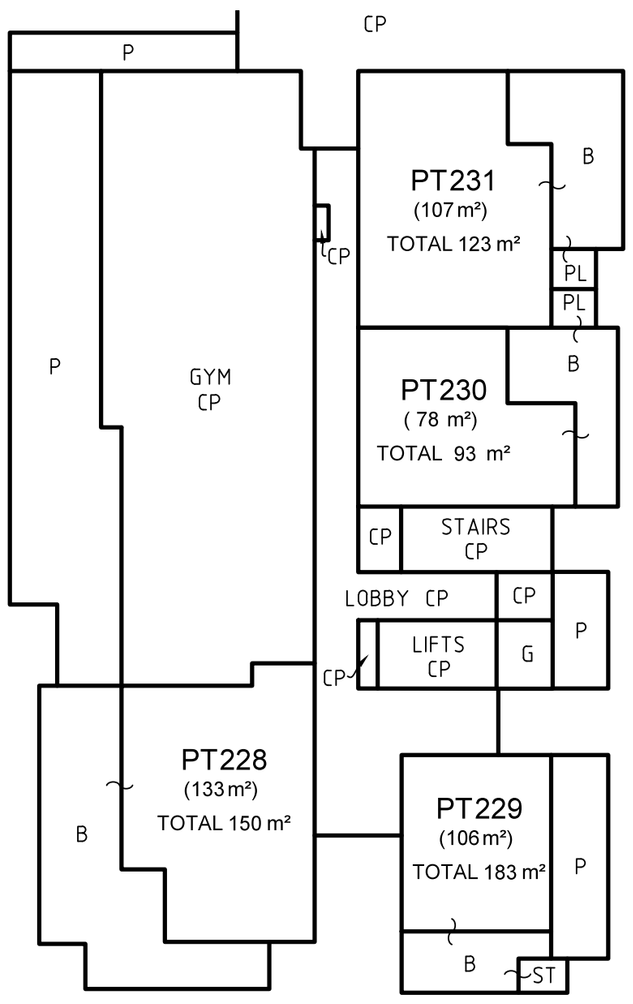
SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 250 Lengths are in metres.	Registered 18/09/2025	SP109977

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:32 of 79
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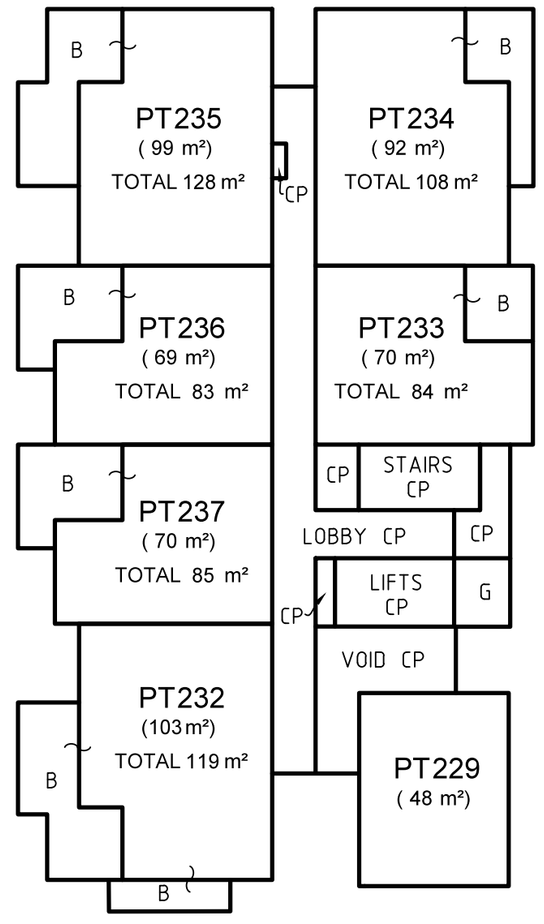
BUILDING 4



ADJOINS BUILDING 5
LEVEL 2 SHEET 36

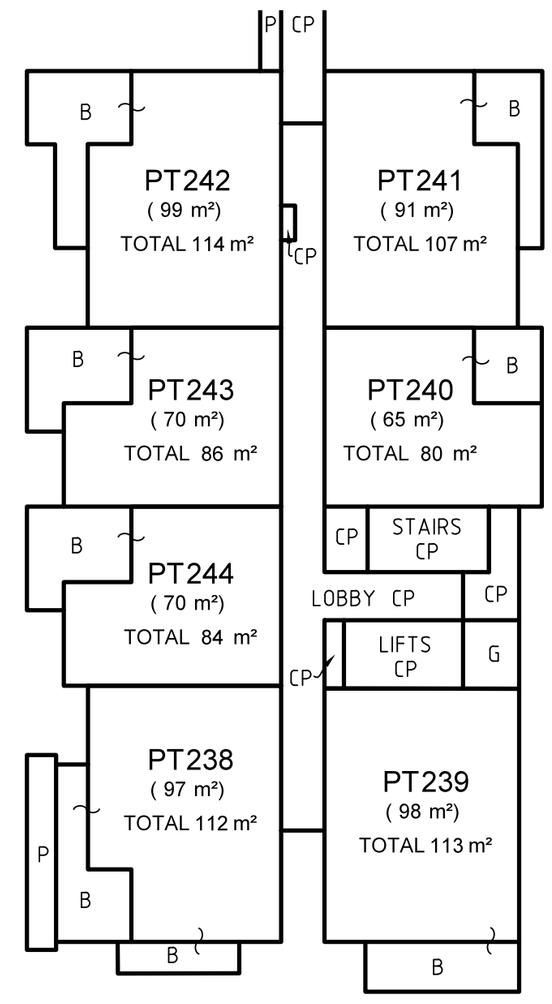


LEVEL 2



LEVEL 3

ADJOINS BUILDING 5
LEVEL 4 SHEET 36



LEVEL 4

NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
P ~ PLANTER (CP)
PL ~ PLANTER
ST ~ STAIRS

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

THE STRATUM OF THE BALCONIES, PLANTERS & STAIRS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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

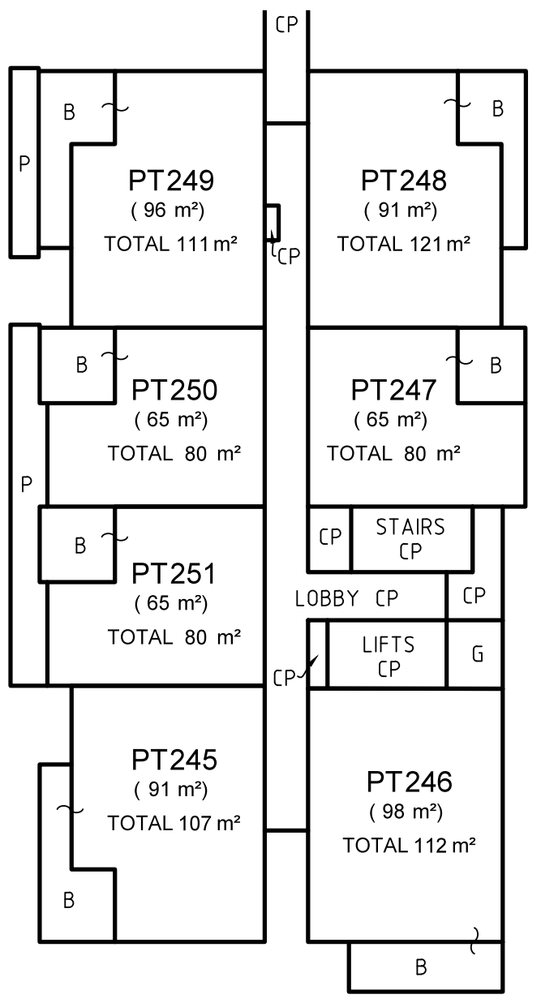
SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 250 Lengths are in metres.	Registered 18/09/2025	SP109977

Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:33 of 79
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BUILDING 4

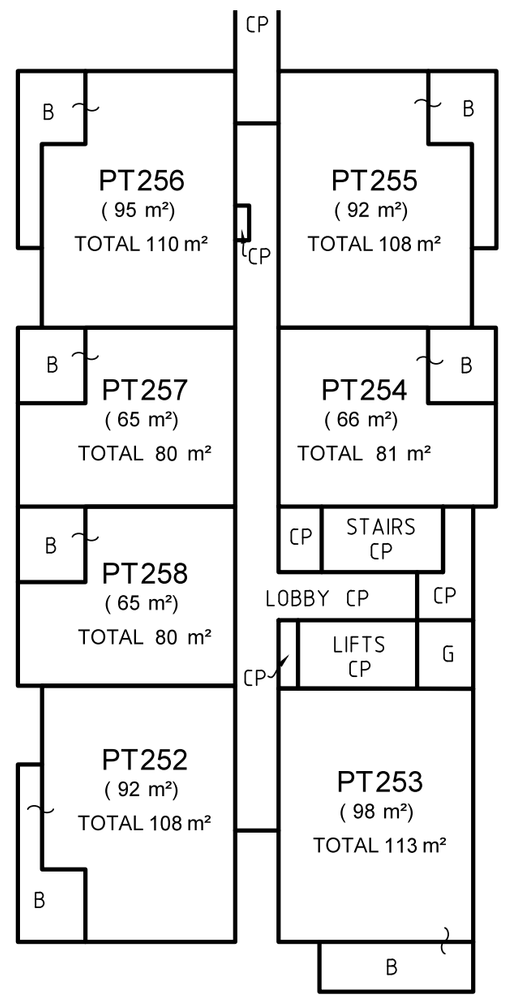


ADJOINS BUILDING 5
LEVEL 5 SHEET 37



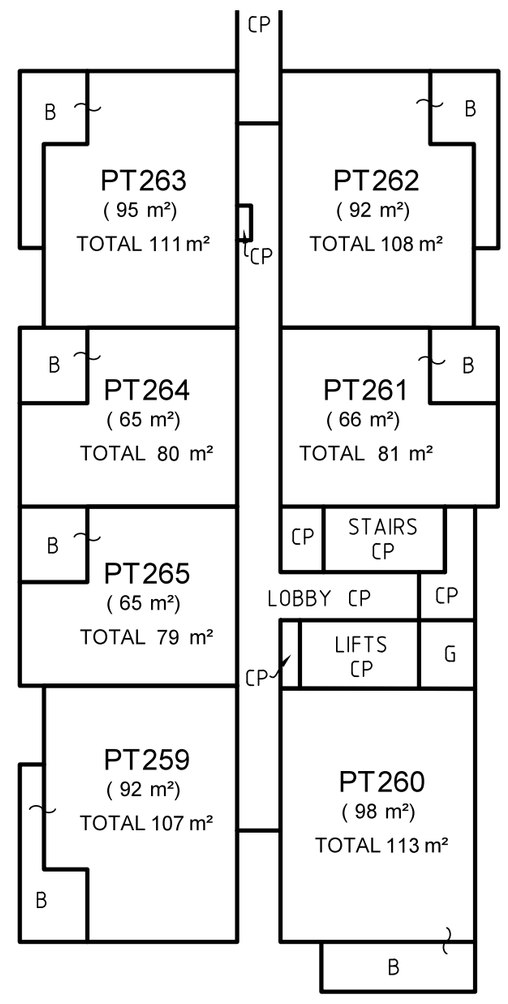
LEVEL 5

ADJOINS BUILDING 5
LEVEL 6 SHEET 37



LEVEL 6

ADJOINS BUILDING 5
LEVEL 7 SHEET 37



LEVEL 7

NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
P ~ PLANTER (CP)

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

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

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

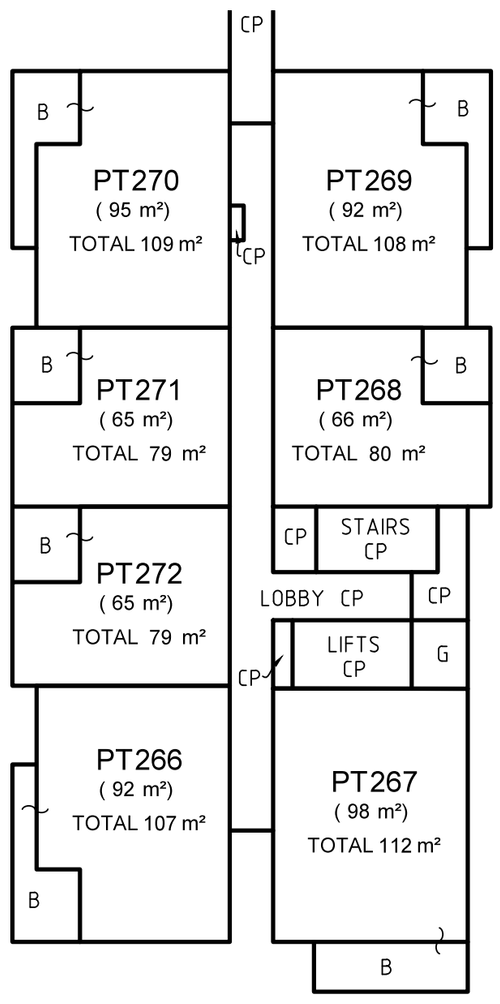
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BUILDING 4

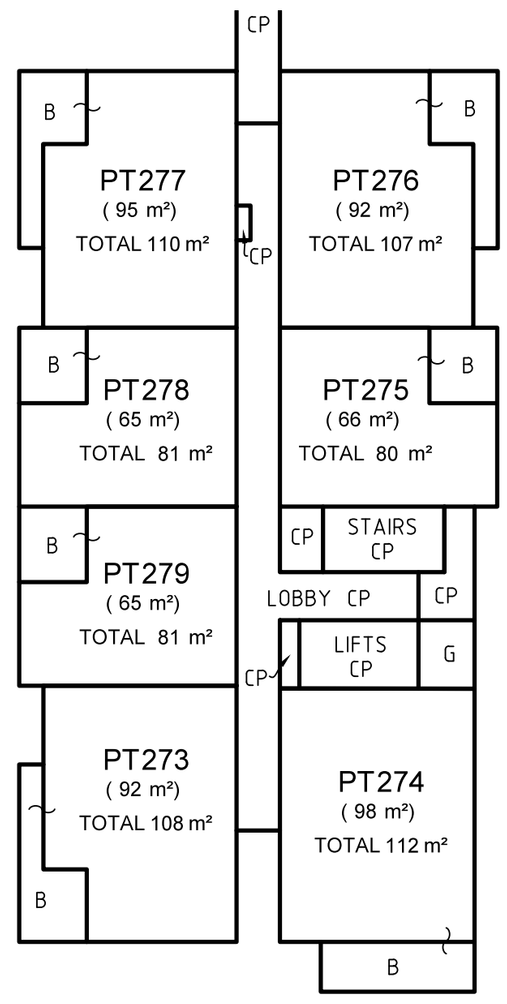


ADJOINS BUILDING 5
LEVEL 8 SHEET 38



LEVEL 8

ADJOINS BUILDING 5
LEVEL 9 SHEET 38



LEVEL 9

NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)

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

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

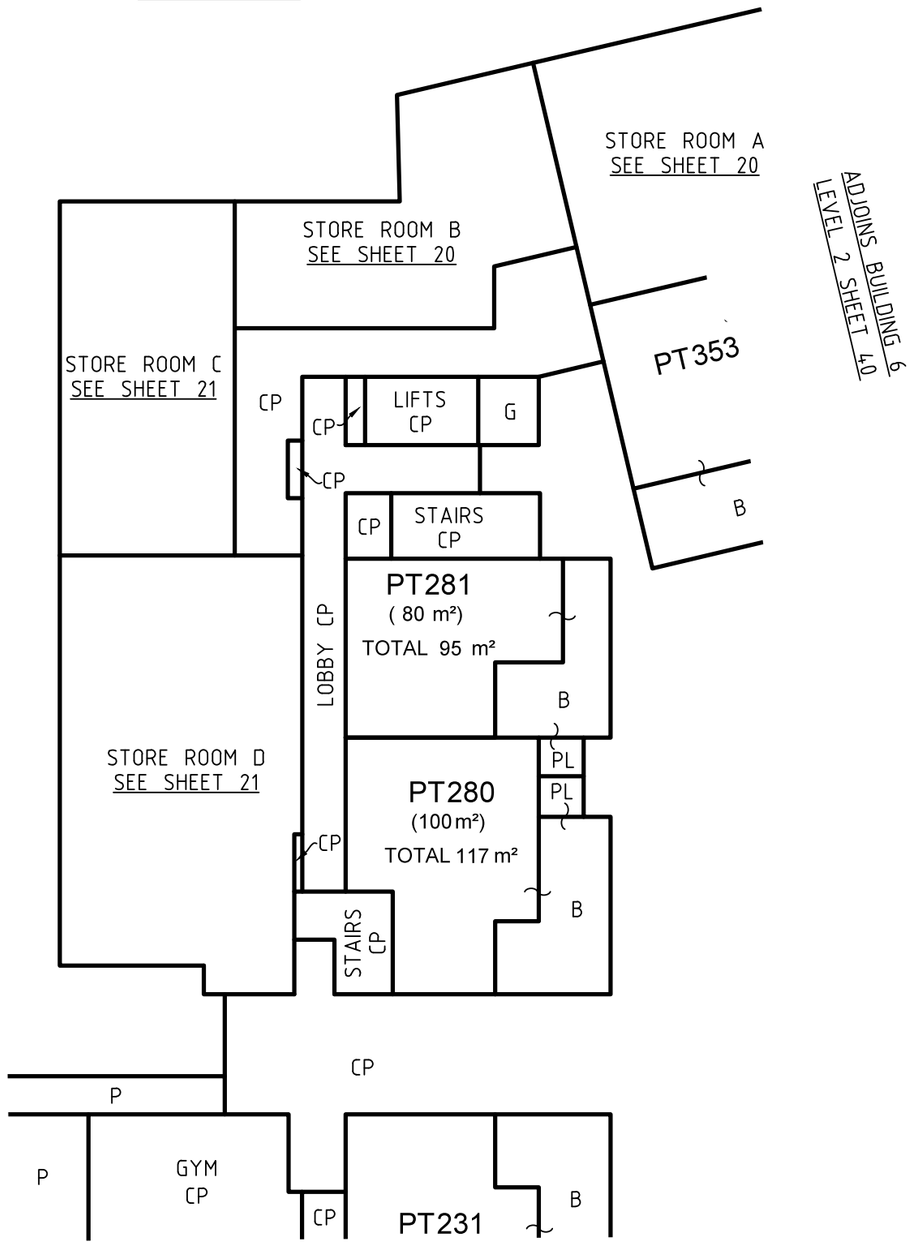
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Req:R951849 /Doc:SP 0109977 P /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:35 of 79
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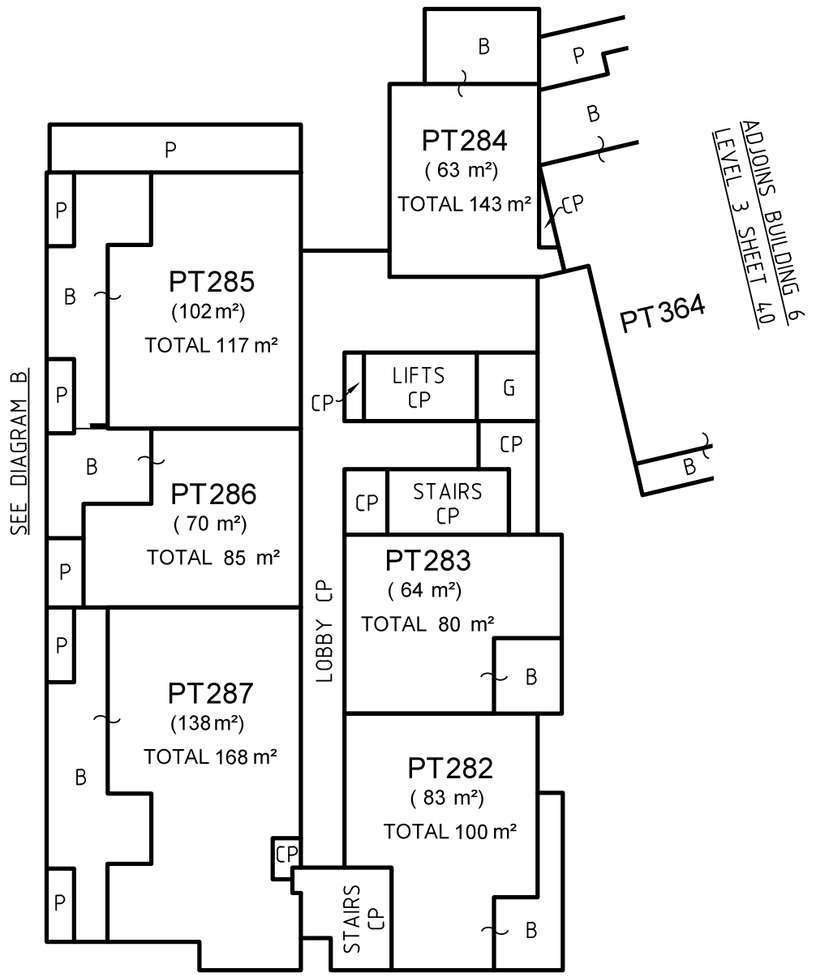
BUILDING 5

LEVEL 2

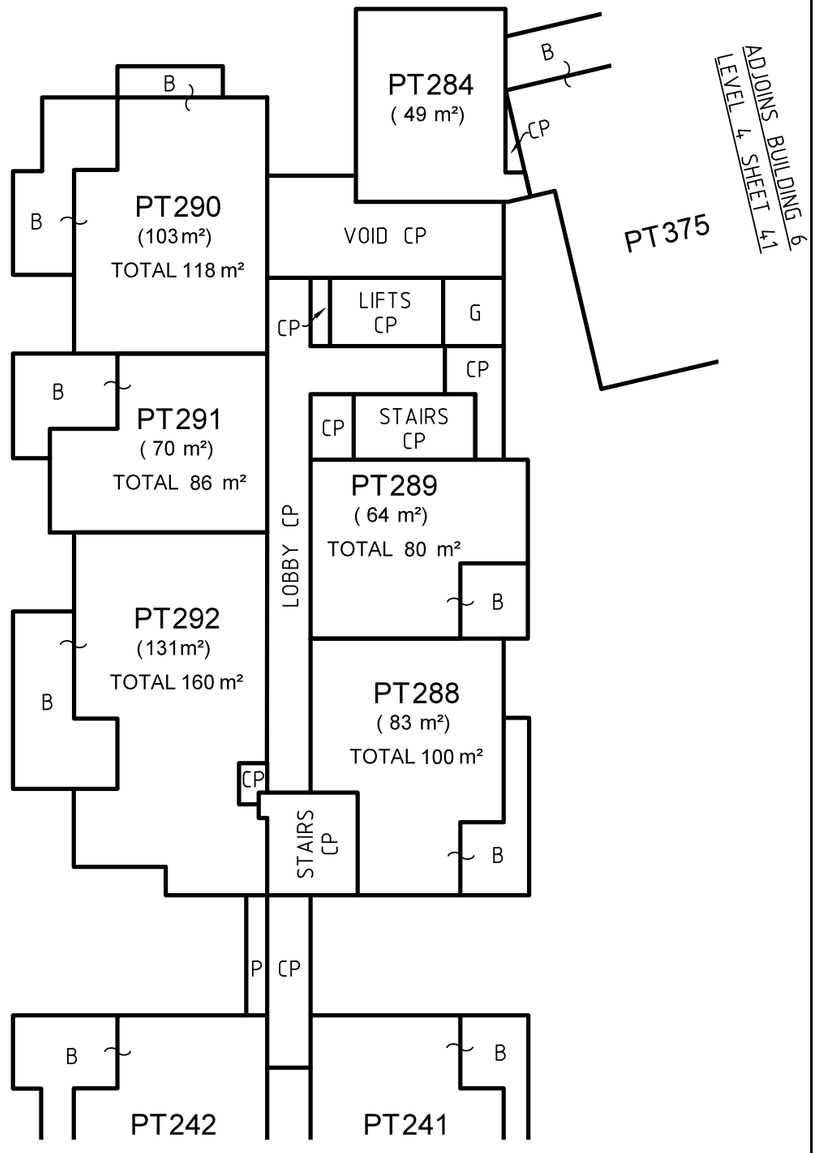


ADJOINS BUILDING 4
LEVEL 2 SHEET 33

LEVEL 3



LEVEL 4



ADJOINS BUILDING 4
LEVEL 4 SHEET 33

NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
P ~ PLANTER (CP)
PL ~ PLANTER

⌞ ~ PERPENDICULAR

PS ~ PROLONGATION OF SOUTHERN FACE OF WALL

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

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

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

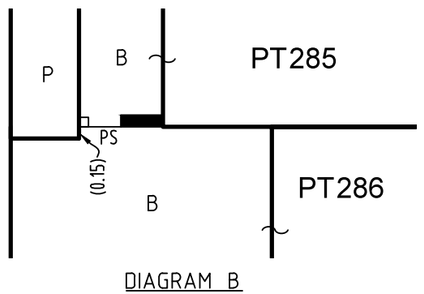


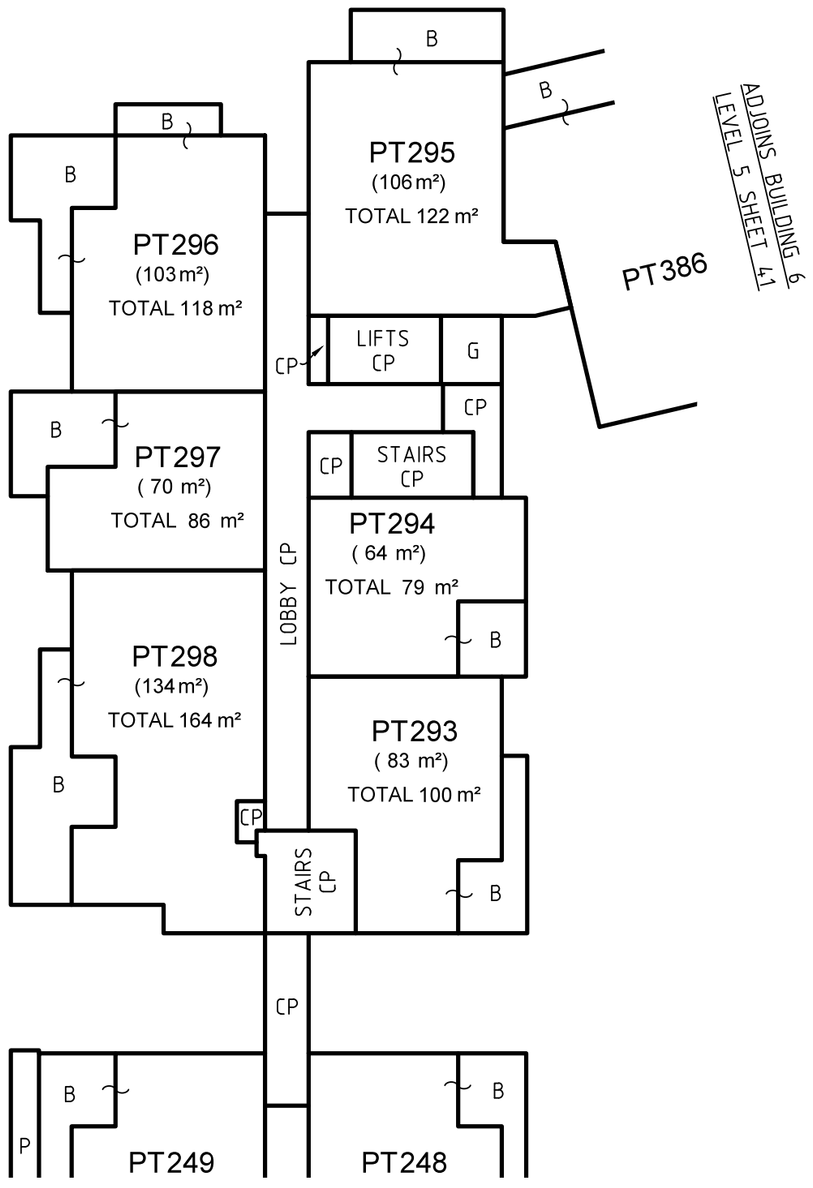
DIAGRAM B
(1:100)

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 250 Lengths are in metres.	Registered 18/09/2025	SP109977

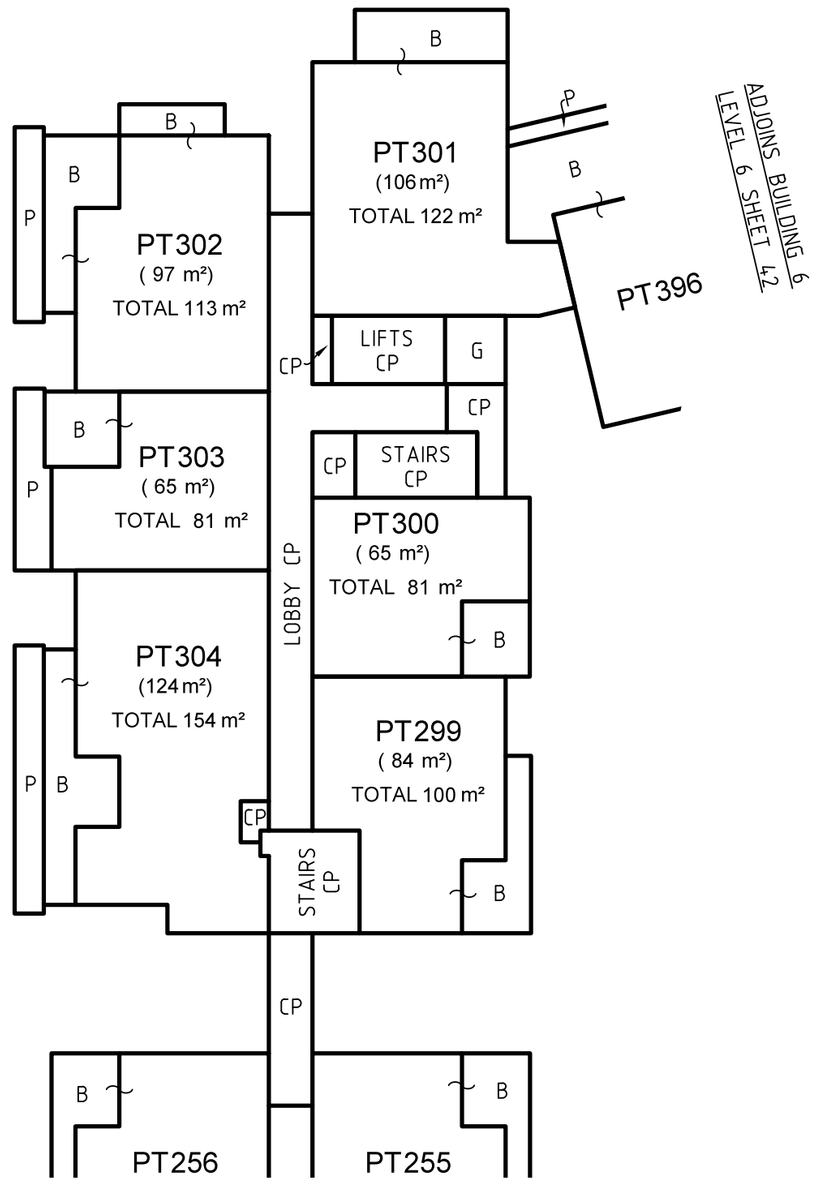
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BUILDING 5

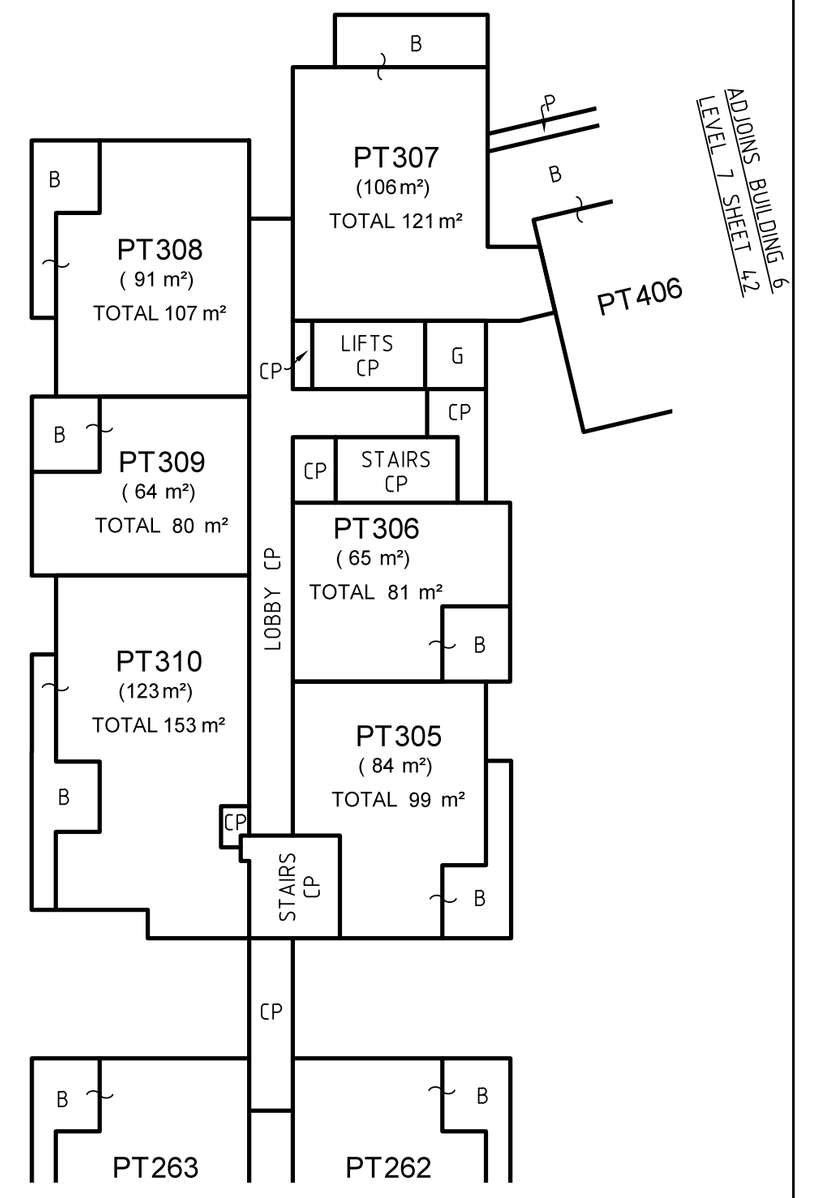
LEVEL 5



LEVEL 6



LEVEL 7



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
P ~ PLANTER (CP)

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

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

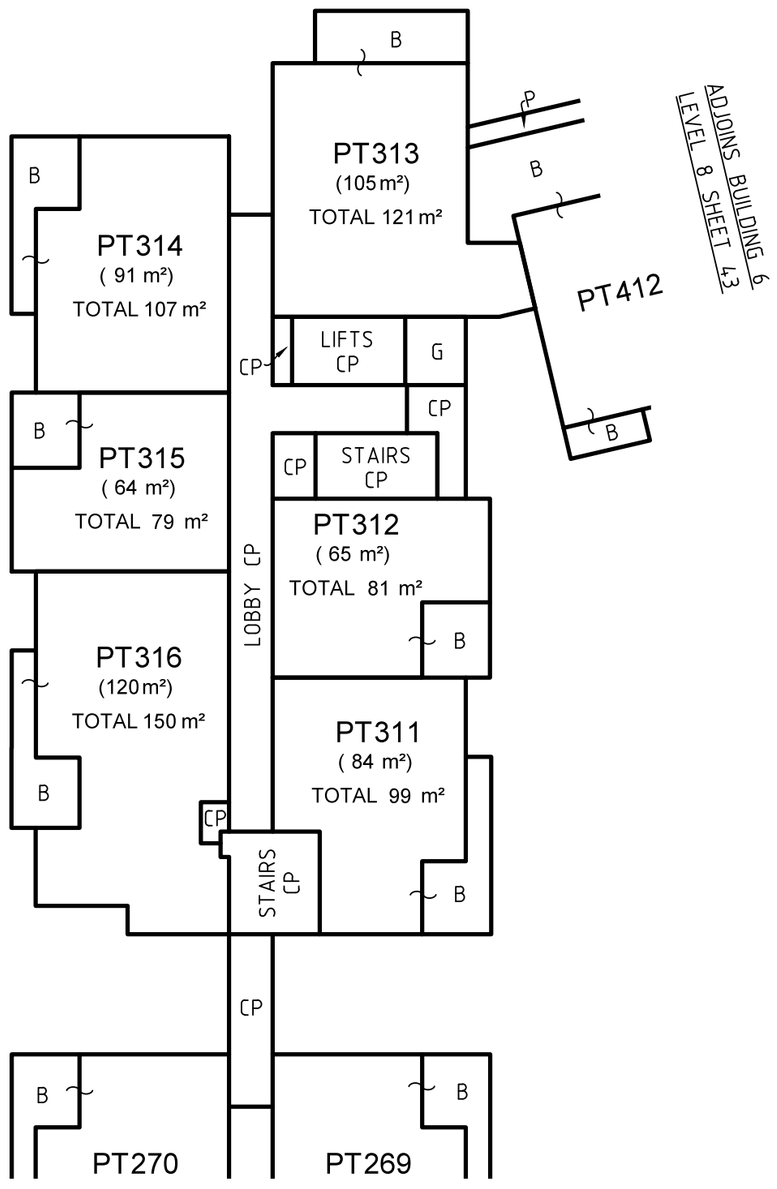
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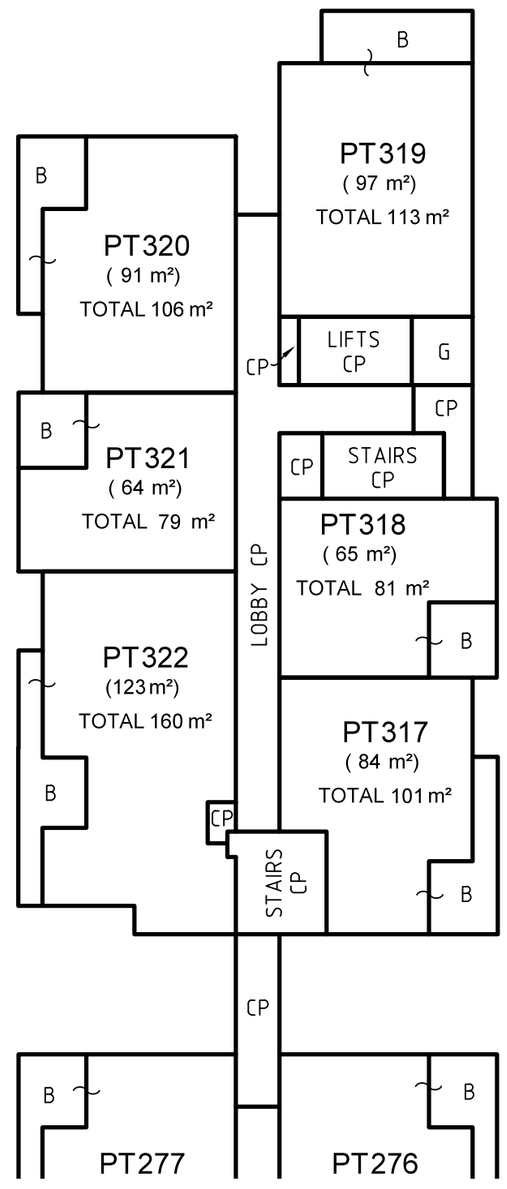
BUILDING 5

LEVEL 8



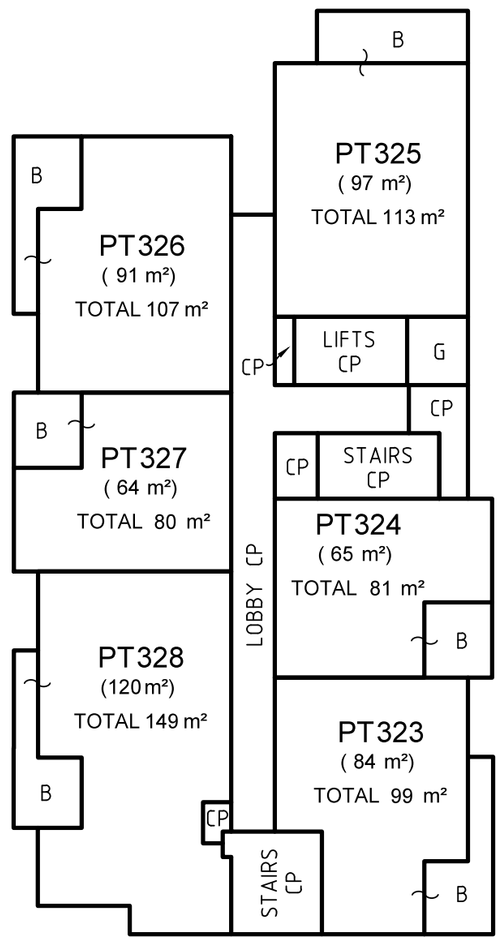
ADJOINS BUILDING 4
LEVEL 8 SHEET 35

LEVEL 9



ADJOINS BUILDING 4
LEVEL 9 SHEET 35

LEVEL 10



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
P ~ PLANTER (CP)

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

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

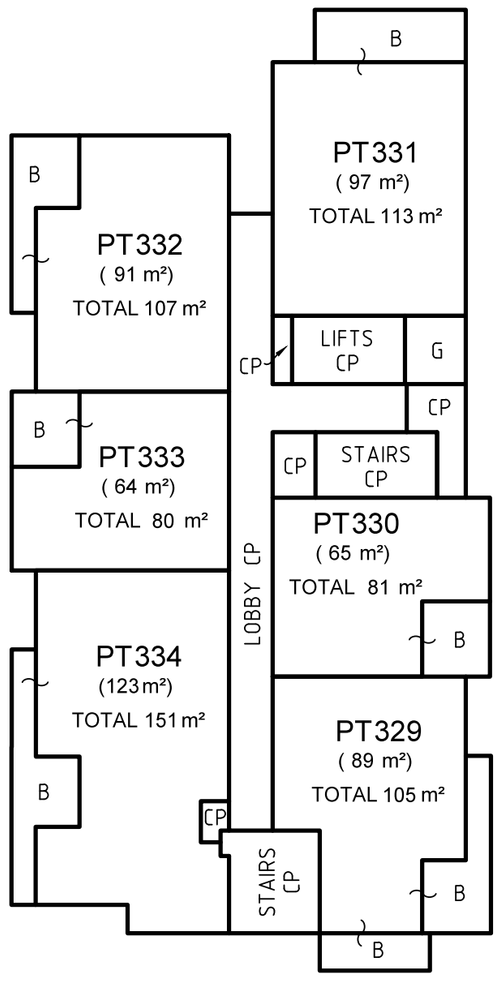
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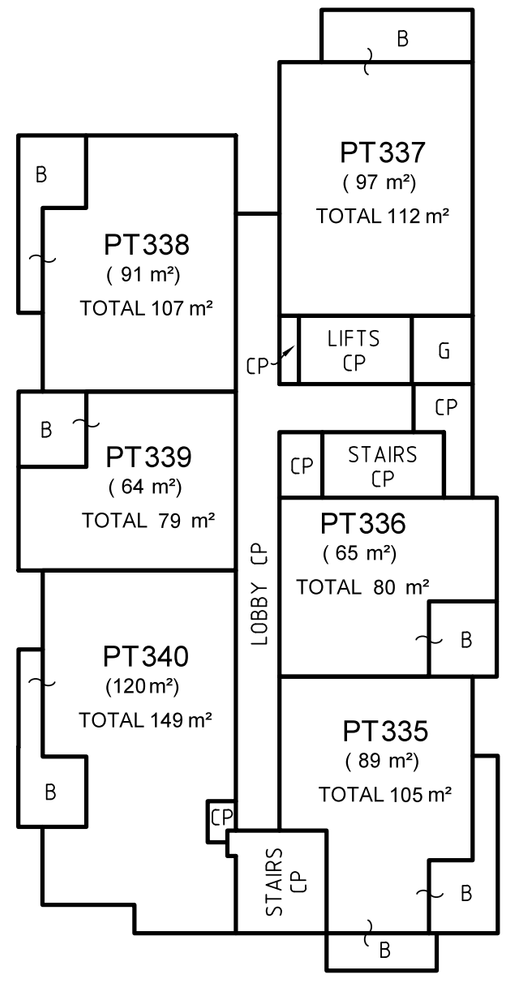
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BUILDING 5

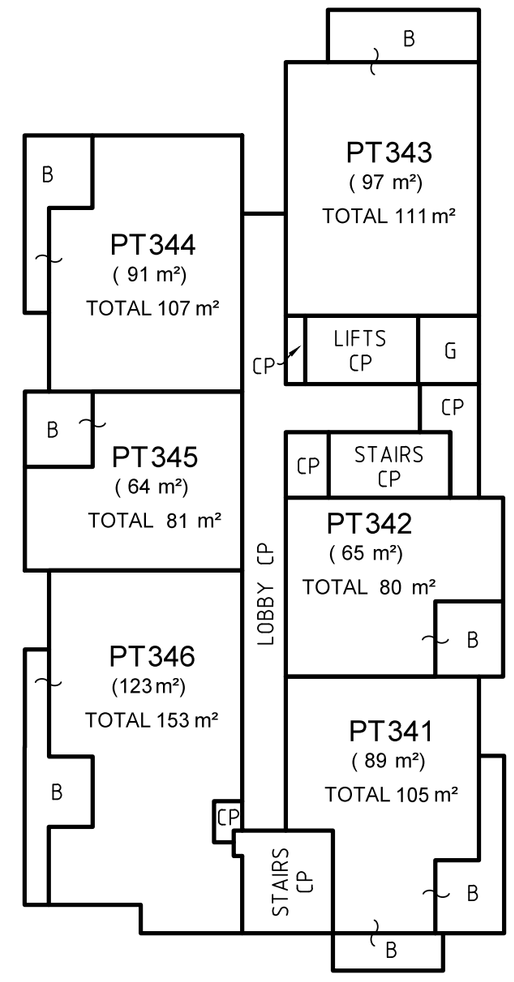
LEVEL 11



LEVEL 12



LEVEL 13



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)

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

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

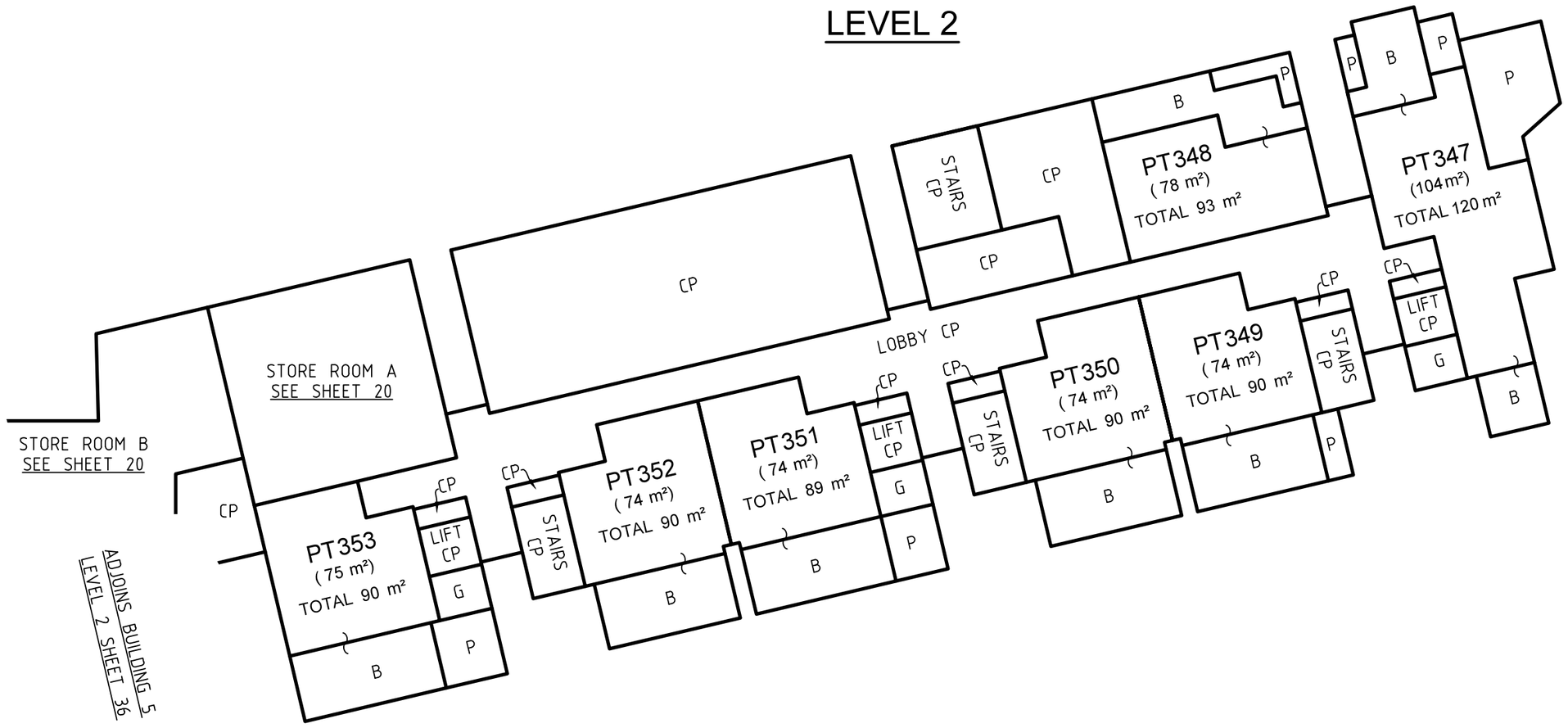
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 250 Lengths are in metres.	Registered 18/09/2025	SP109977

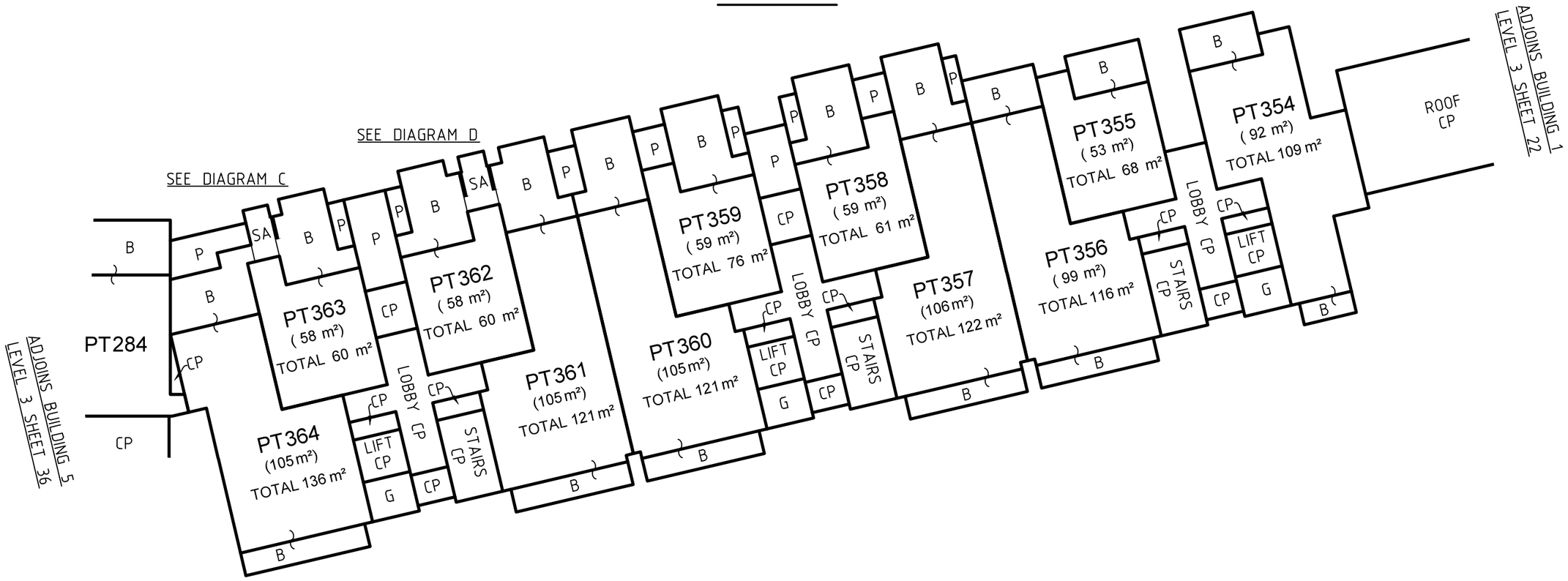
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BUILDING 6

LEVEL 2



LEVEL 3



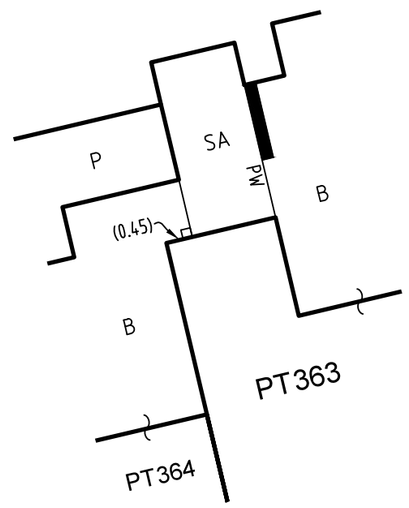


DIAGRAM C
(1:100)

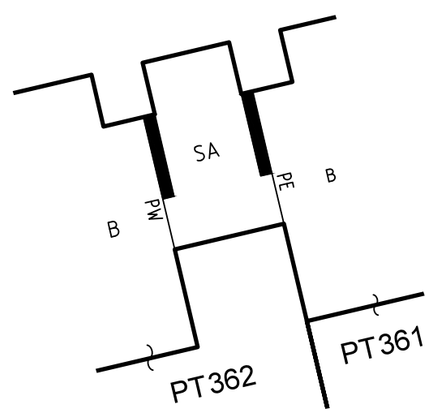


DIAGRAM D
(1:100)

NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
P ~ PLANTER (CP)
SA ~ STAIR (CP)

⌙ ~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

PE ~ PROLONGATION OF EASTERN FACE OF WALL
PW ~ PROLONGATION OF WESTERN FACE OF WALL

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

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

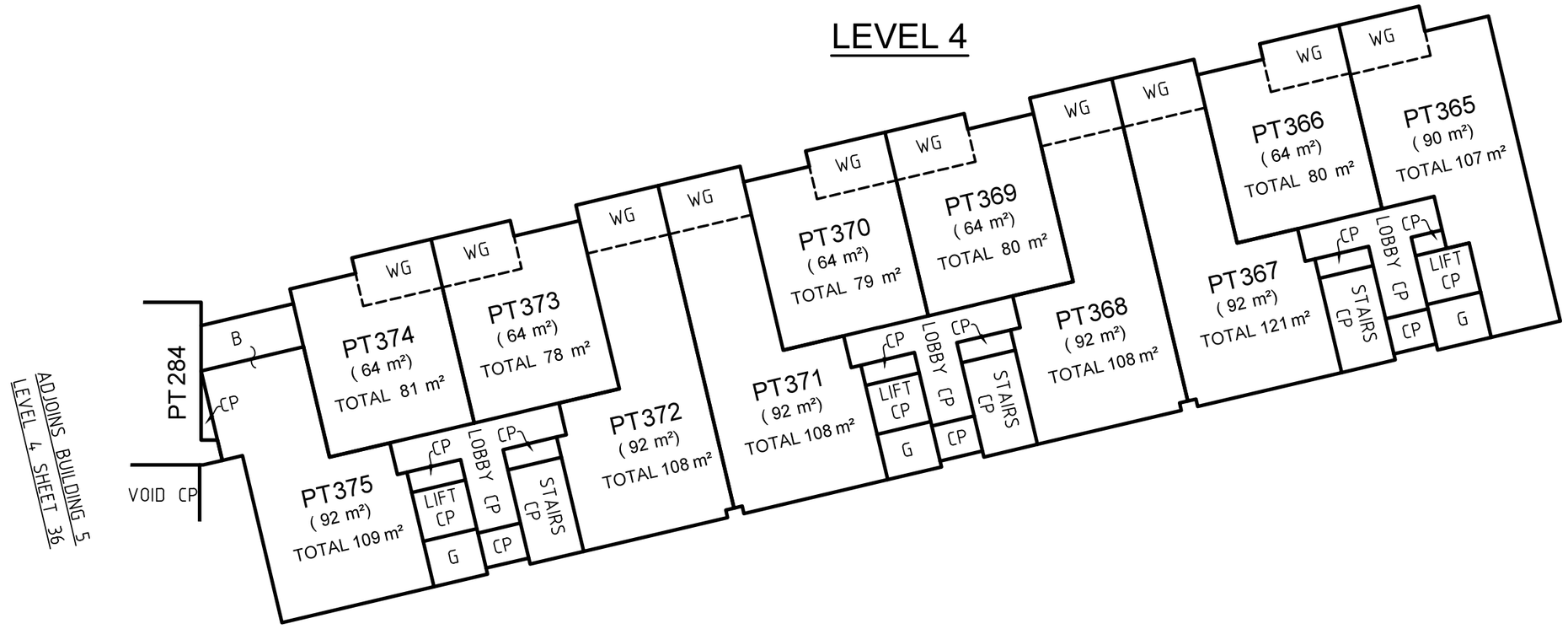
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA	Registered	SP109977
Name: MARQUES DANIEL VICENTE		Locality : MELROSE PARK	18/09/2025	
Date : 25-07-2025		Reduction Ratio 1: 250		
Surveyor's Reference: 41367 212SP		Lengths are in metres.		

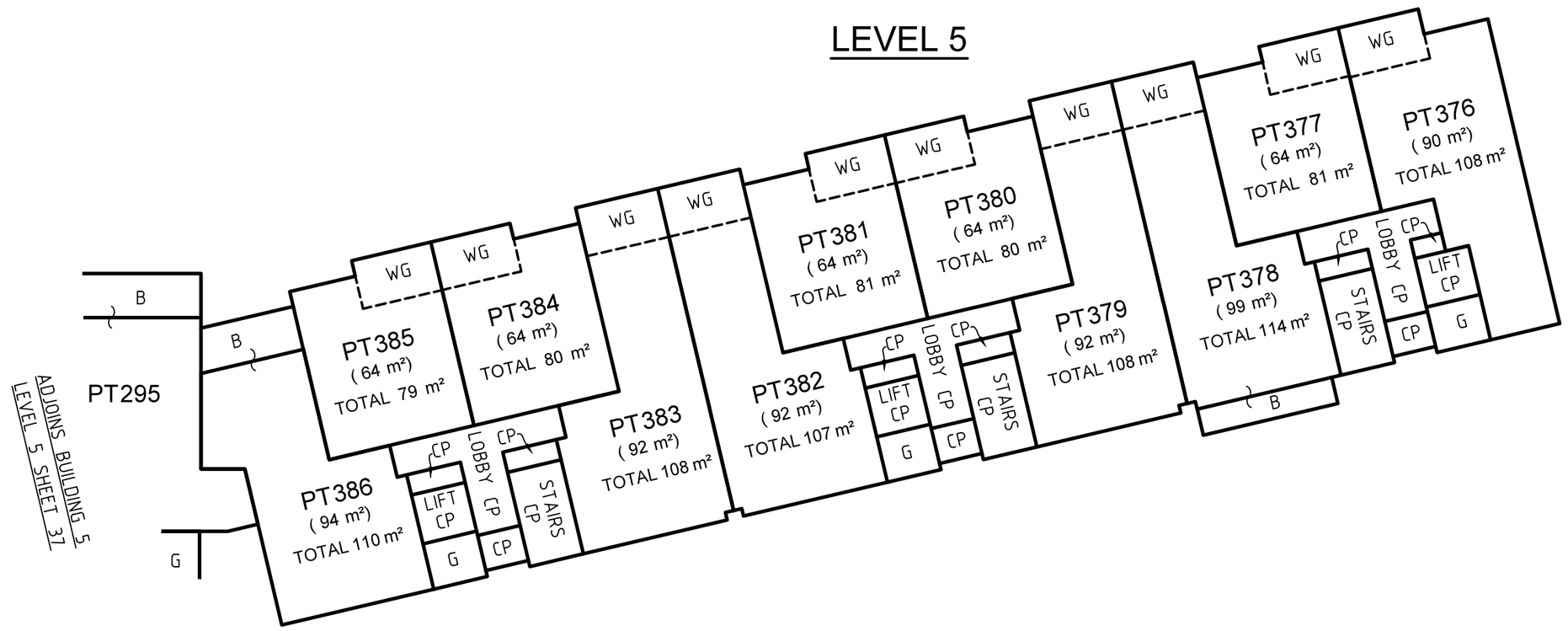
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BUILDING 6

LEVEL 4



LEVEL 5



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
WG ~ WINTER GARDEN (FULLY ENCLOSED)

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

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

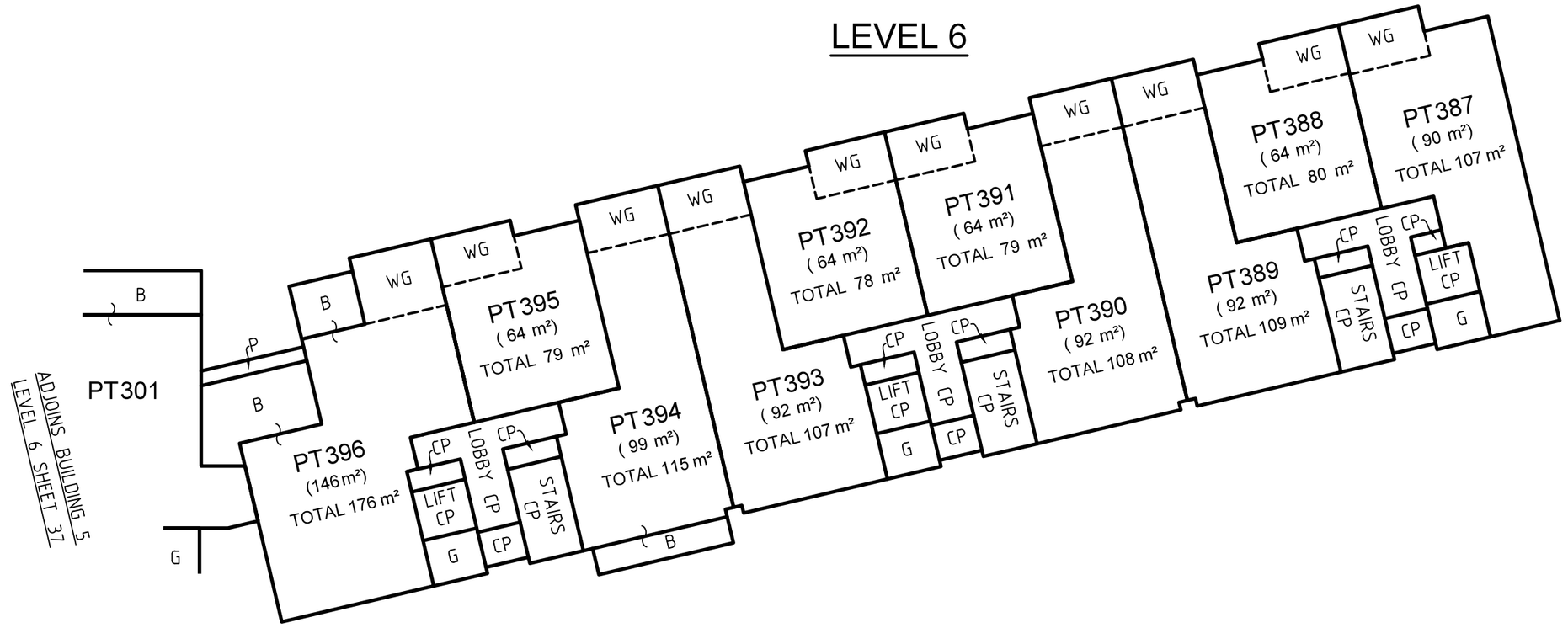
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SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 250 Lengths are in metres.	Registered 18/09/2025	SP109977

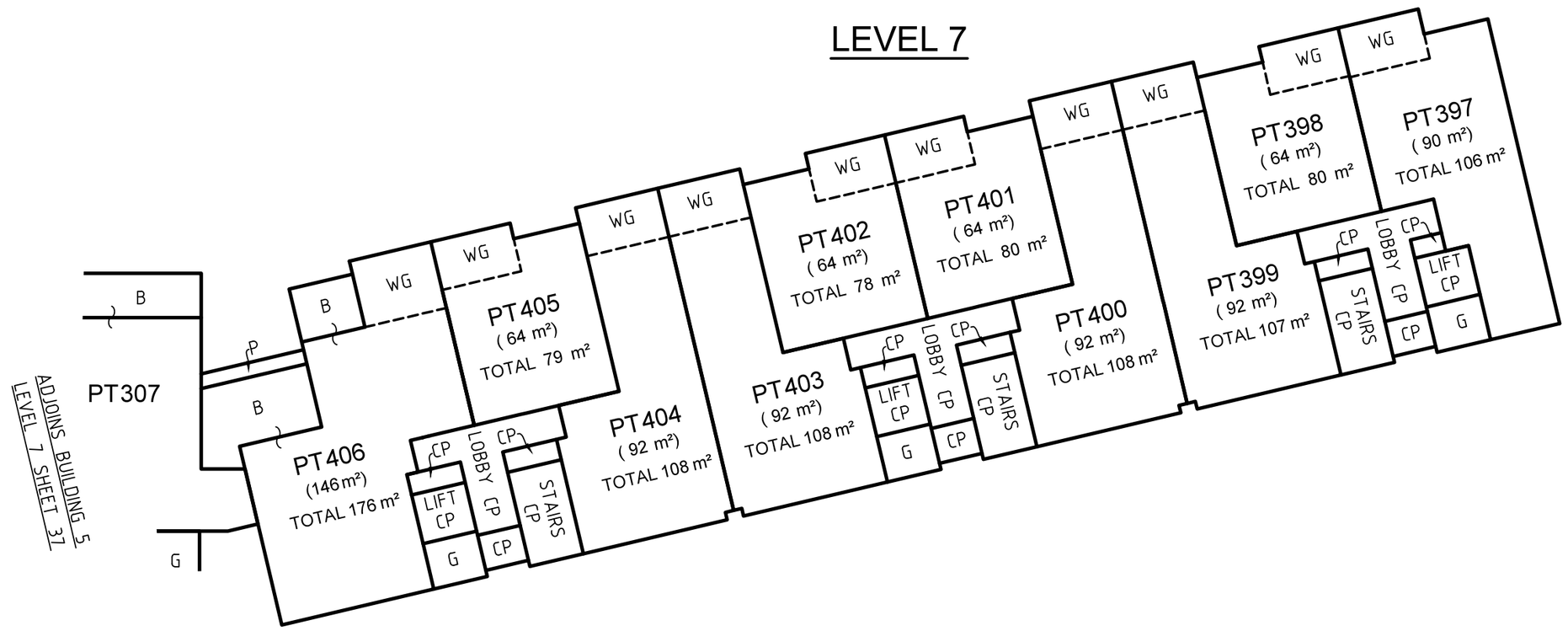
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BUILDING 6

LEVEL 6



LEVEL 7



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
P ~ PLANTER (CP)
WG ~ WINTER GARDEN (FULLY ENCLOSED)

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

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

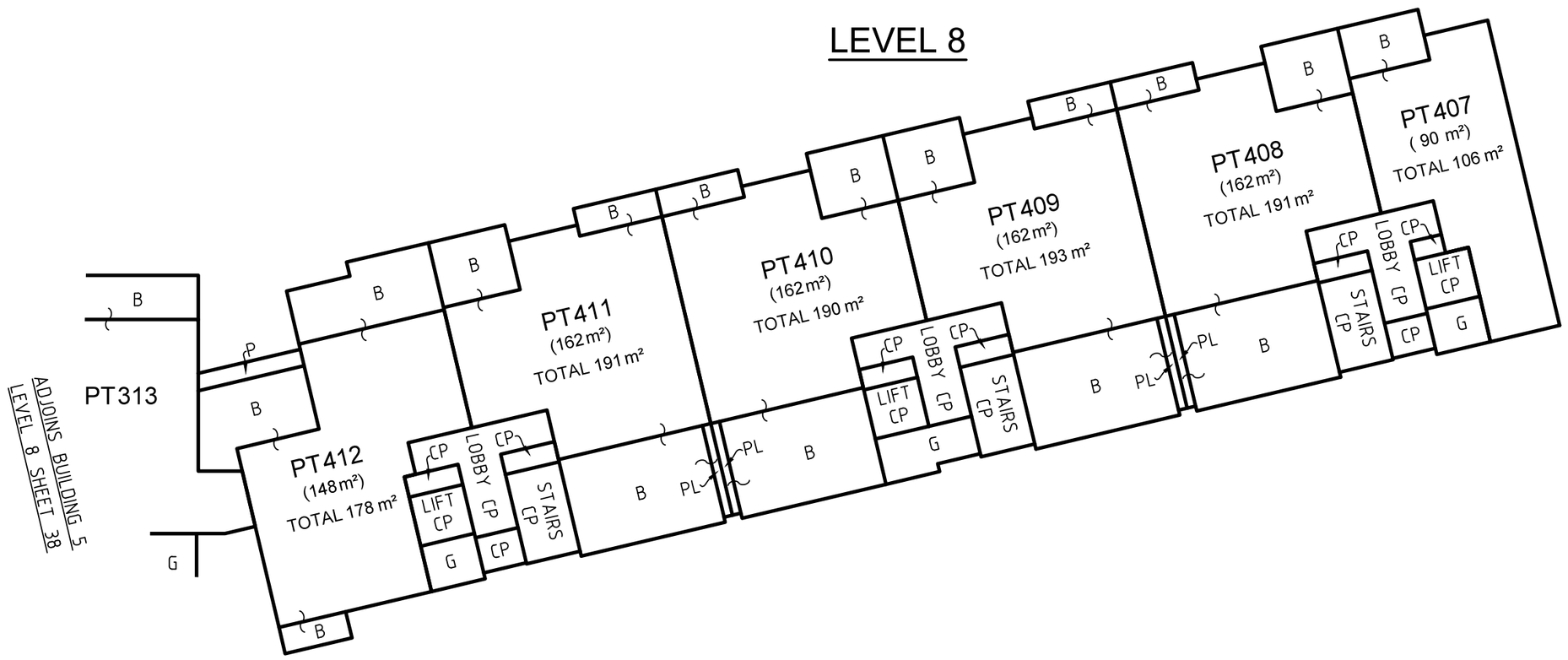
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SURVEYOR Name: MARQUES DANIEL VICENTE Date : 25-07-2025 Surveyor's Reference: 41367 212SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 250 Lengths are in metres.	Registered 18/09/2025	SP109977

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BUILDING 6

LEVEL 8



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
P ~ PLANTER (CP)
PL ~ PLANTER

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

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

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

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP 1281940	LGA: CITY OF PARRAMATTA	Registered	SP109977
Name: MARQUES DANIEL VICENTE		Locality : MELROSE PARK	18/09/2025	
Date : 25-07-2025		Reduction Ratio 1: 250		
Surveyor's Reference: 41367 212SP		Lengths are in metres.		

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PLAN OF SUBDIVISION OF LOT 100 IN DP1281940

LGA CITY OF PARRAMATTA
LOCALITY MELROSE PARK
PARISH FIELD OF MARS
COUNTY CUMBERLAND

This is a freehold Strata Scheme

Address for Service of Documents
2 Appleroth Street, Melrose Park, 2114, NSW
Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:
The strata by-laws are lodged with the plan.

Surveyor's Certificate

I, Marques Vicente of LTS SURVEYORS, PO BOX 564 ST LEONARDS NSW 1590, 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:
c) does not encroach.

Signature
Electronically signed via NSW LRS Connect by Marques Vicente, dated 25/07/2025 04:42 PM.

Surveyor Identification No.
SU009043

Surveyor's Reference
41367 212SP

Strata Certificate

I, IAN BAKER being a Registered Certifier,

registration number BDC0017

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) ^ _____ will be created as utility lots and restricted in accordance with ~~section 63 Strata Schemes Development Act 2015.~~

Certificate Reference
17/SC37/25

Relevant Planning Approval No. 17/CDC47/23
Issued by IAN BAKER

Signature

Date
1st August 2025

* Strike through if inapplicable ^ insert lot number of proposed utility lots

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Valuer's Certificate

I, * David Anderson of Hill PDA

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

Professional Body: Australian Property Institute

Class of Membership: Associate

Membership Number: 68963

certify that the unit entitlements shown in the schedule herewith were apportioned on 31/07/2025 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015.

Signature: David Anderson Digitally signed by David Anderson Date: 2025.07.31 12:18:36 +10'00'

Date: 31/07/2025

* Full name, valuer company name or company address

Schedule of Unit Entitlement (U.E)

LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E
1	439	16	236	31	235	46	241	61	197
2	352	17	174	32	178	47	183	62	195
3	332	18	349	33	361	48	369	63	250
4	197	19	244	34	251	49	258	64	354
5	152	20	244	35	251	50	258	65	247
6	197	21	230	36	236	51	244	66	198
7	245	22	175	37	180	52	187	67	195
8	343	23	355	38	364	53	379	68	253
9	253	24	247	39	253	54	264	69	195
10	244	25	247	40	253	55	264	70	238
11	236	26	232	41	239	56	250	71	250
12	172	27	177	42	181	57	265	72	186
13	349	28	355	43	369	58	192	73	186
14	248	29	248	44	256	59	143	74	184
15	244	30	248	45	256	60	239	75	357

Surveyor's Reference 41367 212SP

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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
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 888 Conveyancing Act 1919
- Signatures and seals - see section 22 Strata Schemes Development Act 2015

Schedule of Unit Entitlement (U.E)

LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E
76	241	98	245	120	250	142	259	164	126
77	200	99	203	121	207	143	212	165	262
78	195	100	200	122	203	144	210	166	262
79	253	101	258	123	264	145	271	167	157
80	195	102	200	124	203	146	210	168	158
81	241	103	245	125	251	147	256	169	262
82	251	104	258	126	262	148	273	170	262
83	187	105	190	127	194	149	201	171	160
84	188	106	191	128	195	150	204	172	241
85	186	107	190	129	194	151	200	173	337
86	361	108	367	130	267	152	265	174	186
87	242	109	247	131	251	153	133	175	186
88	201	110	204	132	209	154	268	176	256
89	197	111	201	133	204	155	268	177	256
90	256	112	261	134	265	156	163	178	186
91	197	113	201	135	204	157	133	179	186
92	244	114	248	136	253	158	267	180	255
93	254	115	259	137	264	159	268	181	254
94	189	116	192	138	195	160	166	182	186
95	190	117	194	139	197	161	256	183	261
96	189	118	192	140	195	162	344	184	341
97	364	119	370	141	271	163	157	185	187

Surveyor's Reference 41367 212SP

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Schedule of Unit Entitlement (U.E)

LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E
186	187	208	190	230	186	252	229	274	264
187	259	209	264	231	256	253	245	275	198
188	259	210	264	232	235	254	186	276	268
189	187	211	190	233	186	255	251	277	268
190	187	212	190	234	245	256	251	278	195
191	259	213	264	235	279	257	183	279	195
192	268	214	264	236	183	258	183	280	238
193	187	215	190	237	184	259	230	281	197
194	264	216	276	238	230	260	249	282	222
195	349	217	361	239	242	261	187	283	186
196	189	218	229	240	181	262	253	284	317
197	189	219	198	241	245	263	253	285	244
198	263	220	283	242	251	264	184	286	184
199	268	221	276	243	186	265	184	287	361
200	189	222	198	244	186	266	233	288	224
201	189	223	198	245	224	267	251	289	187
202	263	224	283	246	244	268	189	290	247
203	261	225	276	247	183	269	256	291	186
204	189	226	198	248	277	270	256	292	357
205	270	227	290	249	250	271	186	293	229
206	325	228	267	250	181	272	186	294	189
207	190	229	315	251	181	273	245	295	268

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Registered 18/09/2025

SP109977

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

Schedule of Unit Entitlement (U.E)

LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E
296	250	318	197	340	369	362	120	384	181
297	187	319	259	341	262	363	120	385	181
298	364	320	245	342	210	364	286	386	248
299	232	321	187	343	279	365	244	387	249
300	192	322	363	344	264	366	180	388	183
301	271	323	239	345	201	367	283	389	259
302	245	324	198	346	389	368	253	390	259
303	183	325	262	347	253	369	180	391	183
304	354	326	247	348	203	370	180	392	183
305	233	327	189	349	201	371	253	393	259
306	194	328	363	350	201	372	253	394	267
307	274	329	249	351	201	373	180	395	183
308	241	330	200	352	201	374	180	396	375
309	183	331	264	353	203	375	239	397	251
310	355	332	250	354	241	376	246	398	184
311	236	333	190	355	145	377	181	399	261
312	195	334	369	356	258	378	264	400	261
313	276	335	250	357	266	379	254	401	184
314	242	336	201	358	120	380	181	402	184
315	186	337	267	359	151	381	181	403	261
316	355	338	251	360	265	382	254	404	261
317	238	339	192	361	265	383	254	405	184

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Schedule of Unit Entitlement (U.E)

LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E
406	378								
407	251								
408	402								
409	402								
410	402								
411	402								
412	389								
413	192								
414	247								
415	197								
416	194								
417	242								
418	265								
419	190								
420	192								
421	194								
422	30								
423	30								
424	30								

Aggregate: 100000

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
COMMON PROPERTY		2	APPLEROTH	STREET	MELROSE PARK
1	101	2A	APPLEROTH	STREET	MELROSE PARK
2	102	2A	APPLEROTH	STREET	MELROSE PARK
3	201	2A	APPLEROTH	STREET	MELROSE PARK
4	202	2A	APPLEROTH	STREET	MELROSE PARK
5	203	2A	APPLEROTH	STREET	MELROSE PARK
6	204	2A	APPLEROTH	STREET	MELROSE PARK
7	205	2A	APPLEROTH	STREET	MELROSE PARK
8	302	2A	APPLEROTH	STREET	MELROSE PARK
9	303	2A	APPLEROTH	STREET	MELROSE PARK
10	304	2A	APPLEROTH	STREET	MELROSE PARK
11	305	2A	APPLEROTH	STREET	MELROSE PARK
12	401	2A	APPLEROTH	STREET	MELROSE PARK
13	402	2A	APPLEROTH	STREET	MELROSE PARK
14	403	2A	APPLEROTH	STREET	MELROSE PARK
15	404	2A	APPLEROTH	STREET	MELROSE PARK
16	405	2A	APPLEROTH	STREET	MELROSE PARK
17	501	2A	APPLEROTH	STREET	MELROSE PARK
18	502	2A	APPLEROTH	STREET	MELROSE PARK

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
19	503	2A	APPLEROTH	STREET	MELROSE PARK
20	504	2A	APPLEROTH	STREET	MELROSE PARK
21	505	2A	APPLEROTH	STREET	MELROSE PARK
22	601	2A	APPLEROTH	STREET	MELROSE PARK
23	602	2A	APPLEROTH	STREET	MELROSE PARK
24	603	2A	APPLEROTH	STREET	MELROSE PARK
25	604	2A	APPLEROTH	STREET	MELROSE PARK
26	605	2A	APPLEROTH	STREET	MELROSE PARK
27	701	2A	APPLEROTH	STREET	MELROSE PARK
28	702	2A	APPLEROTH	STREET	MELROSE PARK
29	703	2A	APPLEROTH	STREET	MELROSE PARK
30	704	2A	APPLEROTH	STREET	MELROSE PARK
31	705	2A	APPLEROTH	STREET	MELROSE PARK
32	801	2A	APPLEROTH	STREET	MELROSE PARK
33	802	2A	APPLEROTH	STREET	MELROSE PARK
34	803	2A	APPLEROTH	STREET	MELROSE PARK
35	804	2A	APPLEROTH	STREET	MELROSE PARK
36	805	2A	APPLEROTH	STREET	MELROSE PARK
37	901	2A	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 9 of 36
Registered 18/09/2025 OFFICE USE ONLY	**SP109977**	

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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

STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
38	902	2A	APPLEROTH	STREET	MELROSE PARK
39	903	2A	APPLEROTH	STREET	MELROSE PARK
40	904	2A	APPLEROTH	STREET	MELROSE PARK
41	905	2A	APPLEROTH	STREET	MELROSE PARK
42	1001	2A	APPLEROTH	STREET	MELROSE PARK
43	1002	2A	APPLEROTH	STREET	MELROSE PARK
44	1003	2A	APPLEROTH	STREET	MELROSE PARK
45	1004	2A	APPLEROTH	STREET	MELROSE PARK
46	1005	2A	APPLEROTH	STREET	MELROSE PARK
47	1101	2A	APPLEROTH	STREET	MELROSE PARK
48	1102	2A	APPLEROTH	STREET	MELROSE PARK
49	1103	2A	APPLEROTH	STREET	MELROSE PARK
50	1104	2A	APPLEROTH	STREET	MELROSE PARK
51	1105	2A	APPLEROTH	STREET	MELROSE PARK
52	1201	2A	APPLEROTH	STREET	MELROSE PARK
53	1202	2A	APPLEROTH	STREET	MELROSE PARK
54	1203	2A	APPLEROTH	STREET	MELROSE PARK
55	1204	2A	APPLEROTH	STREET	MELROSE PARK
56	1205	2A	APPLEROTH	STREET	MELROSE PARK

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
57	102	2B	APPLEROTH	STREET	MELROSE PARK
58	103	2B	APPLEROTH	STREET	MELROSE PARK
59	201	2B	APPLEROTH	STREET	MELROSE PARK
60	202	2B	APPLEROTH	STREET	MELROSE PARK
61	203	2B	APPLEROTH	STREET	MELROSE PARK
62	204	2B	APPLEROTH	STREET	MELROSE PARK
63	205	2B	APPLEROTH	STREET	MELROSE PARK
64	301	2B	APPLEROTH	STREET	MELROSE PARK
65	302	2B	APPLEROTH	STREET	MELROSE PARK
66	303	2B	APPLEROTH	STREET	MELROSE PARK
67	304	2B	APPLEROTH	STREET	MELROSE PARK
68	305	2B	APPLEROTH	STREET	MELROSE PARK
69	306	2B	APPLEROTH	STREET	MELROSE PARK
70	307	2B	APPLEROTH	STREET	MELROSE PARK
71	308	2B	APPLEROTH	STREET	MELROSE PARK
72	309	2B	APPLEROTH	STREET	MELROSE PARK
73	310	2B	APPLEROTH	STREET	MELROSE PARK
74	311	2B	APPLEROTH	STREET	MELROSE PARK
75	401	2B	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 11 of 36
OFFICE USE ONLY Registered 18/09/2025	**SP109977**	

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
76	402	2B	APPLEROTH	STREET	MELROSE PARK
77	403	2B	APPLEROTH	STREET	MELROSE PARK
78	404	2B	APPLEROTH	STREET	MELROSE PARK
79	405	2B	APPLEROTH	STREET	MELROSE PARK
80	406	2B	APPLEROTH	STREET	MELROSE PARK
81	407	2B	APPLEROTH	STREET	MELROSE PARK
82	408	2B	APPLEROTH	STREET	MELROSE PARK
83	409	2B	APPLEROTH	STREET	MELROSE PARK
84	410	2B	APPLEROTH	STREET	MELROSE PARK
85	411	2B	APPLEROTH	STREET	MELROSE PARK
86	501	2B	APPLEROTH	STREET	MELROSE PARK
87	502	2B	APPLEROTH	STREET	MELROSE PARK
88	503	2B	APPLEROTH	STREET	MELROSE PARK
89	504	2B	APPLEROTH	STREET	MELROSE PARK
90	505	2B	APPLEROTH	STREET	MELROSE PARK
91	506	2B	APPLEROTH	STREET	MELROSE PARK
92	507	2B	APPLEROTH	STREET	MELROSE PARK
93	508	2B	APPLEROTH	STREET	MELROSE PARK
94	509	2B	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 12 of 36
OFFICE USE ONLY Registered 18/09/2025	**SP109977**	

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
95	510	2B	APPLEROTH	STREET	MELROSE PARK
96	511	2B	APPLEROTH	STREET	MELROSE PARK
97	601	2B	APPLEROTH	STREET	MELROSE PARK
98	602	2B	APPLEROTH	STREET	MELROSE PARK
99	603	2B	APPLEROTH	STREET	MELROSE PARK
100	604	2B	APPLEROTH	STREET	MELROSE PARK
101	605	2B	APPLEROTH	STREET	MELROSE PARK
102	606	2B	APPLEROTH	STREET	MELROSE PARK
103	607	2B	APPLEROTH	STREET	MELROSE PARK
104	608	2B	APPLEROTH	STREET	MELROSE PARK
105	609	2B	APPLEROTH	STREET	MELROSE PARK
106	610	2B	APPLEROTH	STREET	MELROSE PARK
107	611	2B	APPLEROTH	STREET	MELROSE PARK
108	701	2B	APPLEROTH	STREET	MELROSE PARK
109	702	2B	APPLEROTH	STREET	MELROSE PARK
110	703	2B	APPLEROTH	STREET	MELROSE PARK
111	704	2B	APPLEROTH	STREET	MELROSE PARK
112	705	2B	APPLEROTH	STREET	MELROSE PARK
113	706	2B	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 13 of 36
OFFICE USE ONLY Registered 18/09/2025	**SP109977**	

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
114	707	2B	APPLEROTH	STREET	MELROSE PARK
115	708	2B	APPLEROTH	STREET	MELROSE PARK
116	709	2B	APPLEROTH	STREET	MELROSE PARK
117	710	2B	APPLEROTH	STREET	MELROSE PARK
118	711	2B	APPLEROTH	STREET	MELROSE PARK
119	801	2B	APPLEROTH	STREET	MELROSE PARK
120	802	2B	APPLEROTH	STREET	MELROSE PARK
121	803	2B	APPLEROTH	STREET	MELROSE PARK
122	804	2B	APPLEROTH	STREET	MELROSE PARK
123	805	2B	APPLEROTH	STREET	MELROSE PARK
124	806	2B	APPLEROTH	STREET	MELROSE PARK
125	807	2B	APPLEROTH	STREET	MELROSE PARK
126	808	2B	APPLEROTH	STREET	MELROSE PARK
127	809	2B	APPLEROTH	STREET	MELROSE PARK
128	810	2B	APPLEROTH	STREET	MELROSE PARK
129	811	2B	APPLEROTH	STREET	MELROSE PARK
130	901	2B	APPLEROTH	STREET	MELROSE PARK
131	902	2B	APPLEROTH	STREET	MELROSE PARK
132	903	2B	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 14 of 36
Registered 18/09/2025 OFFICE USE ONLY	**SP109977**	

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
133	904	2B	APPLEROTH	STREET	MELROSE PARK
134	905	2B	APPLEROTH	STREET	MELROSE PARK
135	906	2B	APPLEROTH	STREET	MELROSE PARK
136	907	2B	APPLEROTH	STREET	MELROSE PARK
137	908	2B	APPLEROTH	STREET	MELROSE PARK
138	909	2B	APPLEROTH	STREET	MELROSE PARK
139	910	2B	APPLEROTH	STREET	MELROSE PARK
140	911	2B	APPLEROTH	STREET	MELROSE PARK
141	1001	2B	APPLEROTH	STREET	MELROSE PARK
142	1002	2B	APPLEROTH	STREET	MELROSE PARK
143	1003	2B	APPLEROTH	STREET	MELROSE PARK
144	1004	2B	APPLEROTH	STREET	MELROSE PARK
145	1005	2B	APPLEROTH	STREET	MELROSE PARK
146	1006	2B	APPLEROTH	STREET	MELROSE PARK
147	1007	2B	APPLEROTH	STREET	MELROSE PARK
148	1008	2B	APPLEROTH	STREET	MELROSE PARK
149	1009	2B	APPLEROTH	STREET	MELROSE PARK
150	1010	2B	APPLEROTH	STREET	MELROSE PARK
151	1011	2B	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 15 of 36
OFFICE USE ONLY Registered 18/09/2025	**SP109977**	

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
152	201	2C	APPLEROTH	STREET	MELROSE PARK
153	203	2C	APPLEROTH	STREET	MELROSE PARK
154	204	2C	APPLEROTH	STREET	MELROSE PARK
155	205	2C	APPLEROTH	STREET	MELROSE PARK
156	206	2C	APPLEROTH	STREET	MELROSE PARK
157	207	2C	APPLEROTH	STREET	MELROSE PARK
158	208	2C	APPLEROTH	STREET	MELROSE PARK
159	209	2C	APPLEROTH	STREET	MELROSE PARK
160	210	2C	APPLEROTH	STREET	MELROSE PARK
161	211	2C	APPLEROTH	STREET	MELROSE PARK
162	301	2C	APPLEROTH	STREET	MELROSE PARK
163	302	2C	APPLEROTH	STREET	MELROSE PARK
164	303	2C	APPLEROTH	STREET	MELROSE PARK
165	304	2C	APPLEROTH	STREET	MELROSE PARK
166	305	2C	APPLEROTH	STREET	MELROSE PARK
167	306	2C	APPLEROTH	STREET	MELROSE PARK
168	307	2C	APPLEROTH	STREET	MELROSE PARK
169	308	2C	APPLEROTH	STREET	MELROSE PARK
170	309	2C	APPLEROTH	STREET	MELROSE PARK

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
171	310	2C	APPLEROTH	STREET	MELROSE PARK
172	311	2C	APPLEROTH	STREET	MELROSE PARK
173	401	2C	APPLEROTH	STREET	MELROSE PARK
174	402	2C	APPLEROTH	STREET	MELROSE PARK
175	403	2C	APPLEROTH	STREET	MELROSE PARK
176	404	2C	APPLEROTH	STREET	MELROSE PARK
177	405	2C	APPLEROTH	STREET	MELROSE PARK
178	406	2C	APPLEROTH	STREET	MELROSE PARK
179	407	2C	APPLEROTH	STREET	MELROSE PARK
180	408	2C	APPLEROTH	STREET	MELROSE PARK
181	409	2C	APPLEROTH	STREET	MELROSE PARK
182	410	2C	APPLEROTH	STREET	MELROSE PARK
183	411	2C	APPLEROTH	STREET	MELROSE PARK
184	501	2C	APPLEROTH	STREET	MELROSE PARK
185	502	2C	APPLEROTH	STREET	MELROSE PARK
186	503	2C	APPLEROTH	STREET	MELROSE PARK
187	504	2C	APPLEROTH	STREET	MELROSE PARK
188	505	2C	APPLEROTH	STREET	MELROSE PARK
189	506	2C	APPLEROTH	STREET	MELROSE PARK

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
190	507	2C	APPLEROTH	STREET	MELROSE PARK
191	508	2C	APPLEROTH	STREET	MELROSE PARK
192	509	2C	APPLEROTH	STREET	MELROSE PARK
193	510	2C	APPLEROTH	STREET	MELROSE PARK
194	511	2C	APPLEROTH	STREET	MELROSE PARK
195	601	2C	APPLEROTH	STREET	MELROSE PARK
196	602	2C	APPLEROTH	STREET	MELROSE PARK
197	603	2C	APPLEROTH	STREET	MELROSE PARK
198	604	2C	APPLEROTH	STREET	MELROSE PARK
199	605	2C	APPLEROTH	STREET	MELROSE PARK
200	606	2C	APPLEROTH	STREET	MELROSE PARK
201	607	2C	APPLEROTH	STREET	MELROSE PARK
202	608	2C	APPLEROTH	STREET	MELROSE PARK
203	609	2C	APPLEROTH	STREET	MELROSE PARK
204	610	2C	APPLEROTH	STREET	MELROSE PARK
205	611	2C	APPLEROTH	STREET	MELROSE PARK
206	701	2C	APPLEROTH	STREET	MELROSE PARK
207	702	2C	APPLEROTH	STREET	MELROSE PARK
208	703	2C	APPLEROTH	STREET	MELROSE PARK

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
209	704	2C	APPLEROTH	STREET	MELROSE PARK
210	705	2C	APPLEROTH	STREET	MELROSE PARK
211	706	2C	APPLEROTH	STREET	MELROSE PARK
212	707	2C	APPLEROTH	STREET	MELROSE PARK
213	708	2C	APPLEROTH	STREET	MELROSE PARK
214	709	2C	APPLEROTH	STREET	MELROSE PARK
215	710	2C	APPLEROTH	STREET	MELROSE PARK
216	711	2C	APPLEROTH	STREET	MELROSE PARK
217	801	2C	APPLEROTH	STREET	MELROSE PARK
218	802	2C	APPLEROTH	STREET	MELROSE PARK
219	803	2C	APPLEROTH	STREET	MELROSE PARK
220	804	2C	APPLEROTH	STREET	MELROSE PARK
221	805	2C	APPLEROTH	STREET	MELROSE PARK
222	806	2C	APPLEROTH	STREET	MELROSE PARK
223	807	2C	APPLEROTH	STREET	MELROSE PARK
224	808	2C	APPLEROTH	STREET	MELROSE PARK
225	809	2C	APPLEROTH	STREET	MELROSE PARK
226	810	2C	APPLEROTH	STREET	MELROSE PARK
227	811	2C	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 19 of 36
OFFICE USE ONLY Registered 18/09/2025	**SP109977**	

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
228	201	2D	APPLEROTH	STREET	MELROSE PARK
229	202	2D	APPLEROTH	STREET	MELROSE PARK
230	203	2D	APPLEROTH	STREET	MELROSE PARK
231	204	2D	APPLEROTH	STREET	MELROSE PARK
232	301	2D	APPLEROTH	STREET	MELROSE PARK
233	303	2D	APPLEROTH	STREET	MELROSE PARK
234	304	2D	APPLEROTH	STREET	MELROSE PARK
235	305	2D	APPLEROTH	STREET	MELROSE PARK
236	306	2D	APPLEROTH	STREET	MELROSE PARK
237	307	2D	APPLEROTH	STREET	MELROSE PARK
238	401	2D	APPLEROTH	STREET	MELROSE PARK
239	402	2D	APPLEROTH	STREET	MELROSE PARK
240	403	2D	APPLEROTH	STREET	MELROSE PARK
241	404	2D	APPLEROTH	STREET	MELROSE PARK
242	405	2D	APPLEROTH	STREET	MELROSE PARK
243	406	2D	APPLEROTH	STREET	MELROSE PARK
244	407	2D	APPLEROTH	STREET	MELROSE PARK
245	501	2D	APPLEROTH	STREET	MELROSE PARK
246	502	2D	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 20 of 36
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- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see section 22 Strata Schemes Development Act 2015

STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
247	503	2D	APPLEROTH	STREET	MELROSE PARK
248	504	2D	APPLEROTH	STREET	MELROSE PARK
249	505	2D	APPLEROTH	STREET	MELROSE PARK
250	506	2D	APPLEROTH	STREET	MELROSE PARK
251	507	2D	APPLEROTH	STREET	MELROSE PARK
252	601	2D	APPLEROTH	STREET	MELROSE PARK
253	602	2D	APPLEROTH	STREET	MELROSE PARK
254	603	2D	APPLEROTH	STREET	MELROSE PARK
255	604	2D	APPLEROTH	STREET	MELROSE PARK
256	605	2D	APPLEROTH	STREET	MELROSE PARK
257	606	2D	APPLEROTH	STREET	MELROSE PARK
258	607	2D	APPLEROTH	STREET	MELROSE PARK
259	701	2D	APPLEROTH	STREET	MELROSE PARK
260	702	2D	APPLEROTH	STREET	MELROSE PARK
261	703	2D	APPLEROTH	STREET	MELROSE PARK
262	704	2D	APPLEROTH	STREET	MELROSE PARK
263	705	2D	APPLEROTH	STREET	MELROSE PARK
264	706	2D	APPLEROTH	STREET	MELROSE PARK
265	707	2D	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 21 of 36
Registered 18/09/2025 OFFICE USE ONLY	**SP109977**	

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
266	801	2D	APPLEROTH	STREET	MELROSE PARK
267	802	2D	APPLEROTH	STREET	MELROSE PARK
268	803	2D	APPLEROTH	STREET	MELROSE PARK
269	804	2D	APPLEROTH	STREET	MELROSE PARK
270	805	2D	APPLEROTH	STREET	MELROSE PARK
271	806	2D	APPLEROTH	STREET	MELROSE PARK
272	807	2D	APPLEROTH	STREET	MELROSE PARK
273	901	2D	APPLEROTH	STREET	MELROSE PARK
274	902	2D	APPLEROTH	STREET	MELROSE PARK
275	903	2D	APPLEROTH	STREET	MELROSE PARK
276	904	2D	APPLEROTH	STREET	MELROSE PARK
277	905	2D	APPLEROTH	STREET	MELROSE PARK
278	906	2D	APPLEROTH	STREET	MELROSE PARK
279	907	2D	APPLEROTH	STREET	MELROSE PARK
280	201	2E	APPLEROTH	STREET	MELROSE PARK
281	202	2E	APPLEROTH	STREET	MELROSE PARK
282	301	2E	APPLEROTH	STREET	MELROSE PARK
283	302	2E	APPLEROTH	STREET	MELROSE PARK
284	303	2E	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 22 of 36
Registered 18/09/2025 OFFICE USE ONLY	**SP109977**	

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
285	304	2E	APPLEROTH	STREET	MELROSE PARK
286	305	2E	APPLEROTH	STREET	MELROSE PARK
287	306	2E	APPLEROTH	STREET	MELROSE PARK
288	401	2E	APPLEROTH	STREET	MELROSE PARK
289	402	2E	APPLEROTH	STREET	MELROSE PARK
290	404	2E	APPLEROTH	STREET	MELROSE PARK
291	405	2E	APPLEROTH	STREET	MELROSE PARK
292	406	2E	APPLEROTH	STREET	MELROSE PARK
293	501	2E	APPLEROTH	STREET	MELROSE PARK
294	502	2E	APPLEROTH	STREET	MELROSE PARK
295	503	2E	APPLEROTH	STREET	MELROSE PARK
296	504	2E	APPLEROTH	STREET	MELROSE PARK
297	505	2E	APPLEROTH	STREET	MELROSE PARK
298	506	2E	APPLEROTH	STREET	MELROSE PARK
299	601	2E	APPLEROTH	STREET	MELROSE PARK
300	602	2E	APPLEROTH	STREET	MELROSE PARK
301	603	2E	APPLEROTH	STREET	MELROSE PARK
302	604	2E	APPLEROTH	STREET	MELROSE PARK
303	605	2E	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 23 of 36
OFFICE USE ONLY Registered 18/09/2025	**SP109977**	

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
304	606	2E	APPLEROTH	STREET	MELROSE PARK
305	701	2E	APPLEROTH	STREET	MELROSE PARK
306	702	2E	APPLEROTH	STREET	MELROSE PARK
307	703	2E	APPLEROTH	STREET	MELROSE PARK
308	704	2E	APPLEROTH	STREET	MELROSE PARK
309	705	2E	APPLEROTH	STREET	MELROSE PARK
310	706	2E	APPLEROTH	STREET	MELROSE PARK
311	801	2E	APPLEROTH	STREET	MELROSE PARK
312	802	2E	APPLEROTH	STREET	MELROSE PARK
313	803	2E	APPLEROTH	STREET	MELROSE PARK
314	804	2E	APPLEROTH	STREET	MELROSE PARK
315	805	2E	APPLEROTH	STREET	MELROSE PARK
316	806	2E	APPLEROTH	STREET	MELROSE PARK
317	901	2E	APPLEROTH	STREET	MELROSE PARK
318	902	2E	APPLEROTH	STREET	MELROSE PARK
319	903	2E	APPLEROTH	STREET	MELROSE PARK
320	904	2E	APPLEROTH	STREET	MELROSE PARK
321	905	2E	APPLEROTH	STREET	MELROSE PARK
322	906	2E	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 24 of 36
OFFICE USE ONLY Registered 18/09/2025	**SP109977**	

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
323	1001	2E	APPLEROTH	STREET	MELROSE PARK
324	1002	2E	APPLEROTH	STREET	MELROSE PARK
325	1003	2E	APPLEROTH	STREET	MELROSE PARK
326	1004	2E	APPLEROTH	STREET	MELROSE PARK
327	1005	2E	APPLEROTH	STREET	MELROSE PARK
328	1006	2E	APPLEROTH	STREET	MELROSE PARK
329	1101	2E	APPLEROTH	STREET	MELROSE PARK
330	1102	2E	APPLEROTH	STREET	MELROSE PARK
331	1103	2E	APPLEROTH	STREET	MELROSE PARK
332	1104	2E	APPLEROTH	STREET	MELROSE PARK
333	1105	2E	APPLEROTH	STREET	MELROSE PARK
334	1106	2E	APPLEROTH	STREET	MELROSE PARK
335	1201	2E	APPLEROTH	STREET	MELROSE PARK
336	1202	2E	APPLEROTH	STREET	MELROSE PARK
337	1203	2E	APPLEROTH	STREET	MELROSE PARK
338	1204	2E	APPLEROTH	STREET	MELROSE PARK
339	1205	2E	APPLEROTH	STREET	MELROSE PARK
340	1206	2E	APPLEROTH	STREET	MELROSE PARK
341	1301	2E	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 25 of 36
Registered 18/09/2025 OFFICE USE ONLY	**SP109977**	

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
342	1302	2E	APPLEROTH	STREET	MELROSE PARK
343	1303	2E	APPLEROTH	STREET	MELROSE PARK
344	1304	2E	APPLEROTH	STREET	MELROSE PARK
345	1305	2E	APPLEROTH	STREET	MELROSE PARK
346	1306	2E	APPLEROTH	STREET	MELROSE PARK
347	201	2F	APPLEROTH	STREET	MELROSE PARK
348	202	2F	APPLEROTH	STREET	MELROSE PARK
349	203	2F	APPLEROTH	STREET	MELROSE PARK
350	204	2F	APPLEROTH	STREET	MELROSE PARK
351	205	2F	APPLEROTH	STREET	MELROSE PARK
352	208	2F	APPLEROTH	STREET	MELROSE PARK
353	209	2F	APPLEROTH	STREET	MELROSE PARK
354	301	2F	APPLEROTH	STREET	MELROSE PARK
355	302	2F	APPLEROTH	STREET	MELROSE PARK
356	303	2F	APPLEROTH	STREET	MELROSE PARK
357	304	2F	APPLEROTH	STREET	MELROSE PARK
358	305	2F	APPLEROTH	STREET	MELROSE PARK
359	306	2F	APPLEROTH	STREET	MELROSE PARK
360	307	2F	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 26 of 36
OFFICE USE ONLY Registered 18/09/2025	**SP109977**	

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
361	308	2F	APPLEROTH	STREET	MELROSE PARK
362	309	2F	APPLEROTH	STREET	MELROSE PARK
363	310	2F	APPLEROTH	STREET	MELROSE PARK
364	311	2F	APPLEROTH	STREET	MELROSE PARK
365	401	2F	APPLEROTH	STREET	MELROSE PARK
366	402	2F	APPLEROTH	STREET	MELROSE PARK
367	403	2F	APPLEROTH	STREET	MELROSE PARK
368	404	2F	APPLEROTH	STREET	MELROSE PARK
369	405	2F	APPLEROTH	STREET	MELROSE PARK
370	406	2F	APPLEROTH	STREET	MELROSE PARK
371	407	2F	APPLEROTH	STREET	MELROSE PARK
372	408	2F	APPLEROTH	STREET	MELROSE PARK
373	409	2F	APPLEROTH	STREET	MELROSE PARK
374	410	2F	APPLEROTH	STREET	MELROSE PARK
375	411	2F	APPLEROTH	STREET	MELROSE PARK
376	501	2F	APPLEROTH	STREET	MELROSE PARK
377	502	2F	APPLEROTH	STREET	MELROSE PARK
378	503	2F	APPLEROTH	STREET	MELROSE PARK
379	504	2F	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 27 of 36
OFFICE USE ONLY Registered 18/09/2025	**SP109977**	

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
380	505	2F	APPLEROTH	STREET	MELROSE PARK
381	506	2F	APPLEROTH	STREET	MELROSE PARK
382	507	2F	APPLEROTH	STREET	MELROSE PARK
383	508	2F	APPLEROTH	STREET	MELROSE PARK
384	509	2F	APPLEROTH	STREET	MELROSE PARK
385	510	2F	APPLEROTH	STREET	MELROSE PARK
386	511	2F	APPLEROTH	STREET	MELROSE PARK
387	601	2F	APPLEROTH	STREET	MELROSE PARK
388	602	2F	APPLEROTH	STREET	MELROSE PARK
389	603	2F	APPLEROTH	STREET	MELROSE PARK
390	604	2F	APPLEROTH	STREET	MELROSE PARK
391	605	2F	APPLEROTH	STREET	MELROSE PARK
392	606	2F	APPLEROTH	STREET	MELROSE PARK
393	607	2F	APPLEROTH	STREET	MELROSE PARK
394	608	2F	APPLEROTH	STREET	MELROSE PARK
395	609	2F	APPLEROTH	STREET	MELROSE PARK
396	610	2F	APPLEROTH	STREET	MELROSE PARK
397	701	2F	APPLEROTH	STREET	MELROSE PARK
398	702	2F	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 28 of 36
Registered 18/09/2025 OFFICE USE ONLY	**SP109977**	

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
399	703	2F	APPLEROTH	STREET	MELROSE PARK
400	704	2F	APPLEROTH	STREET	MELROSE PARK
401	705	2F	APPLEROTH	STREET	MELROSE PARK
402	706	2F	APPLEROTH	STREET	MELROSE PARK
403	707	2F	APPLEROTH	STREET	MELROSE PARK
404	708	2F	APPLEROTH	STREET	MELROSE PARK
405	709	2F	APPLEROTH	STREET	MELROSE PARK
406	710	2F	APPLEROTH	STREET	MELROSE PARK
407	801	2F	APPLEROTH	STREET	MELROSE PARK
408	802	2F	APPLEROTH	STREET	MELROSE PARK
409	804	2F	APPLEROTH	STREET	MELROSE PARK
410	805	2F	APPLEROTH	STREET	MELROSE PARK
411	808	2F	APPLEROTH	STREET	MELROSE PARK
412	809	2F	APPLEROTH	STREET	MELROSE PARK
413	104	2B	APPLEROTH	STREET	MELROSE PARK
414	105	2B	APPLEROTH	STREET	MELROSE PARK
415	106	2B	APPLEROTH	STREET	MELROSE PARK
416	206	2B	APPLEROTH	STREET	MELROSE PARK
417	207	2B	APPLEROTH	STREET	MELROSE PARK

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 29 of 36
OFFICE USE ONLY Registered 18/09/2025	**SP109977**	

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STREET ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
418	208	2B	APPLEROTH	STREET	MELROSE PARK
419	209	2B	APPLEROTH	STREET	MELROSE PARK
420	210	2B	APPLEROTH	STREET	MELROSE PARK
421	211	2B	APPLEROTH	STREET	MELROSE PARK
422	NA				
423	NA				
424	NA				

Surveyor's Reference 41367 212SP

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 30 of 36
OFFICE USE ONLY Registered 18/09/2025	**SP109977**	

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This Plan contains a Strata Management Statement.

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 31 of 36
OFFICE USE ONLY Registered 18/09/2025	**SP109977**	

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- A schedule of street addresses
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- Signatures and seals - see section 22 Strata Schemes Development Act 2015

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:

SH MELROSE LAND PTY LTD

Company ACN or ABN:

639 001 522

Authority:

Section 127 Corporations Act 2001

Signature:

Hide Seguchi

Name:

Atsuhide Seguchi

Position:

Director

Electronic Signature of me, Atsuhide Seguchi, affixed by me, or at my direction on 24/07/2025

Signature:

Kaz Sakamoto

Name:

Kazuya Sakamoto

Position:

Company secretary

Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 24/07/2025

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 32 of 36
OFFICE USE ONLY Registered 18/09/2025	**SP109977**	

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Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:

SH MELROSE DEVELOPMENT 2 PTY LTD

Company ACN or ABN:

601 434 557

Authority:

Section 127 Corporations Act 2001

Signature:

Hide Seguchi

Name:

Atsuhide Seguchi

Position:

Director

Electronic Signature of me, Atsuhide Seguchi, affixed by me, or at my direction on 24/07/2025

Signature:

Kaz Sakamoto

Name:

Kazuya Sakamoto

Position:

Company secretary

Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 24/07/2025

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 33 of 36
OFFICE USE ONLY Registered 18/09/2025	**SP109977**	

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

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:

MELROSE PARK DEVELOPMENT 1 PTY LTD

Company ACN or ABN:

641 797 033

Authority:

Section 127 Corporations Act 2001

Signature:

Hide Seguchi

Name:

Atsuhide Seguchi

Position:

Director

Electronic Signature of me, Atsuhide Seguchi, affixed by me, or at my direction on 24/07/2025

Signature:

Kaz Sakamoto

Name:

Kazuya Sakamoto

Position:

Company secretary

Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 24/07/2025

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 34 of 36
OFFICE USE ONLY Registered 18/09/2025	**SP109977**	

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

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

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:

MELROSE PARK DEVELOPMENT 2 PTY LTD

Company ACN or ABN:

641 797 480

Authority:

Section 127 Corporations Act 2001

Signature:

Hido Seguchi

Name:

Atsuhide Seguchi

Position:

Director

Electronic Signature of me, Atsuhide Seguchi, affixed by me, or at my direction on 24/07/2025

Signature:

Kaz Sakamoto

Name:

Kazuya Sakamoto

Position:

Company secretary

Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 24/07/2025

Surveyor's Reference 41367 212SP

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Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:

MELROSE PARK DEVELOPMENT 3 PTY LTD

Company ACN or ABN:

641 797 506

Authority:

Section 127 Corporations Act 2001

Signature:

Hide Seguchi

Name:

Atsuhide Seguchi

Position:

Director

Electronic Signature of me, Atsuhide Seguchi, affixed by me, or at my direction on 24/07/2025

Signature:

Kaz Sakamoto

Name:

Kazuya Sakamoto

Position:

Company secretary

Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 24/07/2025

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SP FORM 3_Digital (2021)	**Strata Plan Administration Sheet**	Sheet 36 of 36
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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

Executed for and on behalf of Sumitomo Mitsui Banking Corporation, Sydney Branch ARBN 114 153 459

Under Power of Attorney dated 23/05/2024 and registered in New South Wales Book 4825 No 666

Signature of Attorney:



Name of Attorney:

Balaji Vallam

(By executing this instrument the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney)

Signature of Witness:



Name of Witness:

Eunice Oh

Address of Witness:

Level 40, The Chifley Tower, 2 Chifley Square
Sydney NSW 2000 Australia

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Approved Form 7	Strata Plan By-laws	Sheet 1 of 43 sheet(s)
Registered: 18/09/2025 Office Use Only		Office Use Only SP109977

Instrument setting out the details of by-laws to be created upon registration of a strata plan

Residential By-laws

Melrose Park Village

© Phillippa Russell Lawyer

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18/09/2025	SP109977

INDEX

SECTION ONE - INTRODUCTION 4
1. STRATA SCHEME DESCRIPTION 4
2. APPROVAL 4
SECTION 2 - USE OF COMMON PROPERTY 5
3. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY 5
4. SECURITY KEYS 6
5. MOVING AND DELIVERING 6
6. WASTE DISPOSAL 7
7. ROOF TERRACE 8
SECTION 3 - USE OF LOTS 10
8. OCCUPATION AND USE OF LOTS 10
9. ACCESS THROUGH LOTS 14
SECTION 4 - RIGHTS AND CONDUCT OF THE OWNERS CORPORATION 16
10. PROVISION OF AMENITIES OR SERVICES 16
11. REMEDY AGAINST OWNER 16
SECTION 5 - RIGHTS AND CONDUCT OF OWNERS 17
12. APPLICATIONS, COMPLAINTS AND REPORTING 17
13. OCCUPATION OF LOTS 17
14. COMPENSATION TO OWNERS CORPORATION 18
15. LAWS AND REQUIREMENTS 18
16. INVITEES 19
17. SIGNS 19
18. INSURANCE PREMIUMS 19
SECTION 6 - PETS 20
19. KEEPING OF PETS 20
SECTION 7 - PARKING 22
20. CAR PARK MANAGEMENT SYSTEM 22
SECTION 8 - WORK 23
21. WORK TO WHICH THIS SECTION APPLIES 23
22. APPROVAL 23
23. MINOR RENOVATIONS 23
24. MAJOR RENOVATIONS 24
25. GENERAL CONDITIONS RELATING TO WORK 24

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:3 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: 18/09/2025	Office Use Only	Office Use Only SP109977

26. UNLAWFUL WORK 26
27. GENERAL 27
SECTION 9 – STRATA MANAGEMENT STATEMENT 28
28. STRATA MANAGEMENT STATEMENT 28
SECTION 10 – COMMON PROPERTY RIGHTS BY-LAWS 30
29. ABOUT THE BY-LAWS IN THIS SECTION 30
30. EXCLUSIVE USE AND SPECIAL PRIVILEGES 30
SECTION 11 – COMMON PROPERTY RIGHTS BY-LAW TABLE 32
SECTION 12 - DICTIONARY AND INTERPRETATION 33
31. DICTIONARY 33
32. INTERPRETATION 37
EXECUTION: 38

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:4 of 43
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18/09/2025	SP109977

SECTION ONE - INTRODUCTION

1. STRATA SCHEME DESCRIPTION

1.1 Strata Scheme

These By-laws apply to a freehold Strata Scheme:

(a) registered in accordance with the provisions of the Development Act; and

(b) subject to the provisions of the Management Act.

1.2 Strata Management Statement

(a) The Strata Scheme forms the residential part of a mixed use building comprising residential and retail parts.

(b) The Strata Scheme is managed in accordance with the Management Act and the by-laws in this By-law Instrument.

(c) The Building is managed in accordance with the Strata Management Statement.

(d) Owners and Occupiers are bound by the Strata Management Statement.

(e) Matters relating to the Strata Management Statement are set out in Section 9.

2. APPROVAL

2.1 Approval of the Owners Corporation

Where a by-law requires the approval of the Owners Corporation to a particular activity, unless otherwise required by the by-law, the approval may be given by either:

(a) the Owners Corporation in general meeting; or

(b) unless the activity is a Restricted Matter, the Strata Committee at a duly convened meeting of the Strata Committee.

2.2 Approval to Minor Renovations

For the purposes of Section 8, the Functions of the Owners Corporation in approving Minor Renovations are delegated to the Strata Committee.

2.3 Conditions

Owners must comply with all conditions in an approval.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:5 of 43
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SECTION 2 - USE OF COMMON PROPERTY

3. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY

3.1 General obligations

(a) Owners must be adequately clothed when on Common Property.

(b) Owners must ensure their children:

(i) are accompanied by a responsible adult when playing on Common Property; and

(ii) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.

3.2 Prohibited behaviour

Owners must not:

(a) make noise or behave in a way likely to interfere with another Owner's peaceful enjoyment of their Lot or Common Property;

(b) use language or behave in a manner likely to cause offence or embarrassment to another Owner or to any person lawfully using Common Property;

(c) obstruct the lawful use of Common Property by any person;

(d) smoke or vape any substance while on Common Property;

(e) bring, or permit to be brought, a heavy article which might cause structural damage to the Common Property or the Building;

(f) damage, deface, interfere with or remove any item or part of Common Property;

(g) use part of a lawn, plant or garden in Common Property for their own purpose;

(h) place, hang on, leave on or attach any item of any kind to Common Property;

(i) park or stand a Vehicle on Common Property unless doing so is permitted by the By-laws;

(j) park or stand a Vehicle in that part of the Common Property comprising a motorcycle space unless it is their own motorcycle and must not permit their Invitees to park or stand a Vehicle on that part of the Common Property comprising a motorcycle space;

(k) interfere with or obstruct fire stairs or fire escapes; or

(l) use power outlets in Common Property for their own private use or access or use electricity "house" supply or meters for their own private use.

3.3 Easements

Owners must not do anything to prevent, hinder or delay a party with Functions under an Easement from carrying out those Functions.

3.4 Duty to notify defects to the Owners Corporation

Owners must inform the Owners Corporation of any defect they become aware of on Common Property or any property vested in the Owners Corporation.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:6 of 43
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4. SECURITY KEYS

4.1 Security Keys

(a) The Building Management Committee is responsible for issuing, programming, coding and re-coding the Security Keys for the Building.

(b) Owners must comply with those parts of the Strata Management Statement relating to security and Security Keys as though they were set out at length in these By-laws.

4.2 Functions of Owners

(a) Owners must not:

(i) do or permit anything which may prejudice the security or safety of the Building; or

(ii) duplicate, or permit to be duplicated, a Security Key and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than the Building Management Committee.

(b) Owners must:

(i) close all security doors and gates when they pass through them;

(ii) exercise great care in making a Security Key available for users of their Lot;

(iii) when vacating a Lot, return all Security Keys to the Building Management Committee; and

(iv) promptly notify the Building Management Committee if a Security Key is lost or destroyed.

4.3 Access

(a) If it considers it necessary, the Owners Corporation may:

(i) close off or restrict access by any means to any part of the Common Property not required for access to a Lot, on either a temporary or permanent basis;

(ii) exclude access to any part of the Common Property as a security means; and

(iii) restrict access by any means from one level to any other level.

(b) If the Owners Corporation restricts access under this by-law, the Owners Corporation may make available to Owners free of charge or for a charge or bond (at the election of the Strata Committee) the number of Security Keys which the Owners Corporation considers necessary.

5. MOVING AND DELIVERING

5.1 Moving and delivering Goods

Owners must not transport or deliver, or permit or cause to be transported or delivered, Goods on Common Property except in compliance with this by-law.

5.2 Conditions

(a) Prior to transporting Goods on Common Property or delivering Goods to a Lot, Owners:

(i) must give the Owners Corporation not less than 24 hours' notice of the date and time the Goods will be transported or delivered; and

(ii) if the Owner has engaged a Removalist, if requested by the Owners Corporation, must give the Owners Corporation satisfactory evidence of suitable public liability or contractors all risk insurance held by the Removalist for the benefit and protection of the Owners Corporation.

(b) Notices to the Owners Corporation:

(i) must be given not less than 24 hours before the day of transportation or delivery;

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:7 of 43
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(ii) if the day of transportation or delivery is a Saturday or Sunday, must be given no later than 12 noon on the immediately preceding Friday;

(iii) must identify the approximate quantity of the Goods; and

(iv) must include details of the Removalist (name, telephone number, mobile number, address, email address and contact name).

(c) Owners may only transport Goods on Common Property or deliver Goods to a Lot at the times determined by and in accordance with the directions of the Owners Corporation.

(d) Owners may only transport Goods in a lift if the lift has a lift protector or blanket.

(e) Owners must ensure they and their Removalist comply with these By-laws when transporting Goods on Common Property or delivering Goods to a Lot.

(f) Owners must ensure neither they nor their Removalist:

(i) obstruct Common Property when transporting Goods; or

(ii) interfere with the peaceful enjoyment of Common Property by another Owner.

(g) Owners must supervise their Removalist in order to ensure no damage is caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting or delivering Goods.

(h) Owners at their own expense must:

(i) immediately rectify any damage caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting or delivering Goods;

(ii) remove debris or other materials left on Common Property as a result of transporting or delivering Goods; and

(iii) clean any part of Common Property which requires cleaning as a consequence of transporting or delivering Goods.

5.3 Security Deposit

(a) Prior to transporting or delivering Goods, if requested by the Owners Corporation, Owners must give a Security Deposit of the Security Deposit Amount to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this by-law.

(b) The Owners Corporation may apply all or part of a Security Deposit to remedy a breach of this by-law. Such application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.

(c) Provided the Owners Corporation is satisfied there has not been a breach of this by-law, or if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Security Deposit paid under by-law 5.3(a) (or so much of it that remains unrefunded) to the party who provided it within 7 days of the Owner completing transporting the Goods.

6. WASTE DISPOSAL

6.1 General

(a) Owners must not place or leave Waste anywhere on Common Property other than in accordance with this by-law or as directed by the Owners Corporation.

(b) Owners must:

(i) promptly remove Waste that has spilled on Common Property; and

(ii) promptly clean the area on which the Waste has been spilled.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:8 of 43
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(c) Owners must deposit their Waste in the receptacles located in the dedicated Waste collection area(s) in the Building.

(d) Only small parcels may be placed in the garbage chutes. Owners who use the garbage chutes for any other purposes will be regarded as damaging Common Property and will be responsible for any work required to the garbage chute as a result of breach of this by-law.

6.2 Functions of Owners Corporation

(a) The management of Waste in the Building is the responsibility of the Owners Corporation.

(b) The Owners Corporation must ensure that, in respect of the Garbage Room:

(i) it is kept clean and orderly;

(ii) no odours are permitted to escape from it; and

(iii) Waste receptacles are regularly cleaned and deodorised.

(c) The Owners Corporation may engage either an Authority or a private contractor to remove Waste from the Building.

6.3 Treating Waste

(a) Non-recyclable material and recyclable material must be separated from each other.

(b) Non-recyclable material must be securely wrapped in small parcels (tins or other containers must be completely drained before being wrapped).

(c) Bottles must be completely drained.

(d) Nothing must be placed in a Waste receptacle other than Waste generated from the use of Lots.

(e) Waste must be prepared and placed in the relevant Waste receptacles in the Building in accordance with the applicable recycling guidelines and waste management plan for the Building (whether prepared by or for the Owners Corporation, the Council or a relevant Authority).

7. ROOF TERRACE

7.1 Application of this by-law

This by-law relates to that part of the Common Property comprising the roof terrace in building 3.

7.2 Conditions

(a) When using the roof terrace, Owners:

(i) may only use it for limited recreational purposes and not for commercial purposes (such as, by way of example only, any purpose associated with carrying on an enterprise, business or trade);

(ii) may only use the roof terrace:

(A) between the hours of 6am and 9pm Sunday to Thursday; and

(B) between the hours of 6am and 10pm Friday and Saturday;

(iii) may only use items on the roof terrace for the purpose for which it were designed; and

(iv) must clean those parts and items it has access after use.

(b) Owners must comply with any arrangements put in place by the Owners Corporation regarding making a booking regarding access to and use of the roof terrace.

(c) Owners must comply with the Rules and directions of the Owners Corporation about the use of the Roof Terrace.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:9 of 43
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(d) Pets must be on a lead at all times when on the roof terrace.

7.3 Prohibitions

Owners must not do the following when accessing or using the roof terrace:

(a) place or construct on or attach an item of any kind to it that is of a permanent or structural nature;

(b) play amplified music;

(c) throw any item or object from it;

(d) use any mode of transport (including motor cycles, bicycles, skate boards and roller skates) unless it is a motorised vehicle for an aged or disabled person;

(e) smoke or vape any substance of any kind;

(f) leave any item of any kind when leaving it;

(g) leave or deposit rubbish; and

(h) carry out the following activities:

(i) functions and parties for groups (exceeding 10 in number);

(ii) ball games (other than those specifically approved by the Owners Corporation);

(iii) sporting activities; or

(iv) activities that are conducted by or supervised by a party other than a party arranged or approved by the Owners Corporation,

7.4 Functions of Owners Corporation

The Owners Corporation may refuse access to the roof terrace by any Owner:

(a) who has persistently refused to comply with these by-laws regarding its use;

(b) if the Owners Corporation has in place a booking system, to any Owner who has not made a booking in accordance with that system; and

(c) if at the time access is required it is being used by another Owner who has made a booking.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:10 of 43
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SECTION 3 - USE OF LOTS

8. OCCUPATION AND USE OF LOTS

8.1 General

Owners must not:

(a) store or use chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot;

(b) use, occupy or allow their Lot to be used or occupied for:

(i) an unlawful purpose; or

(ii) a purpose that may affect, lessen or damage the reputation of the Building;

(c) cause annoyance, disturbance or nuisance to other Owners;

(d) allow smoke or any other substance to emit from their Lot (including the Balcony of their Lot);

(e) break a Law whilst on their Lot;

(f) place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;

(g) keep anything on any part of their Lot visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;

(h) operate or allow to operate a device or electronic Equipment on their Lot which interferes with a domestic appliance lawfully in use in the Building or another Lot;

(i) place on, attach to or hang from their Lot an aerial, a security device or wires; or

(j) install or operate an intruder alarm in their Lot which emits an audible signal.

8.2 Floor coverings

(a) Owners must keep the floor space within their Lot covered or treated to prevent the transmission of noise which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms, laundries and floor coverings installed at the date of registration of the Strata Plan excluded).

(b) Installing or replacing wood or other hard floors (such as tiles, granite, marble or stone) is Minor Renovations which requires the approval of the Strata Committee.

8.3 Window coverings

(a) Owners must not:

(i) tint the windows or glass doors on the boundary of their Lot;

(ii) fix any item to the inside or outside of the windows or doors on the boundary of their Lot other than:

(A) flyscreens to the windows which are in compliance with the architectural integrity of the Building and which are approved by the Owners Corporation;

(B) child safety devices to the windows which comply with the Legislation and which are otherwise in compliance with the architectural integrity of the Building and which are approved by the Owners Corporation;

(C) white or neutral coloured curtains and blinds to the inside of the windows; and

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:11 of 43
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(D) any item approved under by-law 8.3(b).

(b) Owners must not fix any item (including curtains, blinds, sun shades, shutters, sun shades, awning and security bars) to the inside or outside of the windows or the doors on the boundary of their Lot unless it is approved by the Owners Corporation.

8.4 Cleaning windows and doors

(a) Owners must clean the door and window frames on the boundary of their Lot on a regular basis (even though Common Property) to prevent corrosion, rusting and weathering.

(b) Owners must keep clean all interior and exterior surfaces of glass in windows and doors on the boundary of their Lot (even though Common Property), unless:

(i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

(ii) the glass or part of glass cannot be accessed by the Owner safely or at all.

(c) The Owners Corporation may decide:

(i) to keep clean such glass surface of a window or door on the boundary of a Lot; or

(ii) not to keep clean such glass surface of a window or door on the boundary of a Lot.

8.5 Balconies

(a) Owners must not place on, attach to or hang from the Balcony of their Lot an item of any kind other than an item permitted by this by-law.

(b) Owners may place furniture, pots, plants and landscaping items on the Balcony of their Lot if the item:

(i) is furniture which is of high quality and in keeping with the design, aesthetics and architectural integrity of the Building and which has received the prior approval of the Owners Corporation;

(ii) is in a class of items that has been approved by the Owners Corporation; or

(iii) is permitted by these By-laws.

(c) Owners must:

(i) keep the Balconies of their Lot clean, tidy and in good repair; and

(ii) clean the Balcony rails and posts on a regular basis (even though Common Property) to prevent corrosion, rusting and weathering.

(d) Owners must not do any of the following in connection with the Balcony of their Lot:

(i) use it for storage purposes;

(ii) allow water to escape from it;

(iii) install an automatic sprinkler system on it;

(iv) install any taps or hoses on it (this does not apply to taps or hoses installed at the date of registration of these By-laws); or

(v) use any hoses on it.

8.6 Barbeques

(a) Barbeques may only be operated if they have a cover and are covered when cooking is taking place.

(b) Owners must not:

(i) place or operate a charcoal or wood burning barbeque on their Lot; or

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:12 of 43
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(ii) permit smoke or odour to emit from a barbeque on their Lot.

8.7 Car Space

(a) Car Spaces may not be used for any purpose other than for parking motor cars, small vans, motor cycles and bicycles.

(b) Owners must keep their Car Space clean and free from grease.

(c) Owners must not install an over the bonnet storage unit in their Car Space unless it has received the prior approval of the Owners Corporation.

(d) Owners must not enclose their Car Space.

(e) Only registered and roadworthy motor cars, motor cycles and bicycles may park or stand in a Car Space.

(f) Repair work may not be carried out in a Car Space.

8.8 Storage Space

Owners:

(a) must keep their Storage Space clean and tidy;

(b) must keep clear the fire sprinklers and any grille associated with an adjoining plant room, in their Storage Space;

(c) must keep the metal cage forming part of the Storage Space in a good state of repair and condition;

(d) must not make any changes or alterations to the metal cage forming part of the Storage Space;

(e) must not store commercial, dangerous or inflammable material in their Storage Space; and

(f) may only use their Storage Space for storing household items associated with the use of their Lot and for no other purpose.

8.9 Commercial operations

(a) The Owners Corporation must be notified by an Owner:

(i) who is carrying out or intends to carry out; or

(ii) who permits or intends to permit any person to carry out,

commercial operations from their Lot.

(b) An Owner must not carry out commercial operations from their Lot without prior written approval of the Owners Corporation.

(c) The Owners Corporation must be notified by the Owner of a Lot if there is any change in the use of the Lot.

(d) On request by the Owners Corporation, each Owner must give the Owners Corporation a copy of the consents it holds in connection with commercial operations being carried out in their Lot.

8.10 Charges

Owners are responsible to pay, and must pay, all monies separately charged to, invoiced to or levied on them in connection with the utilities provided to or consumed in connection with their Lot, whether charged, invoiced or levied by an Authority, the Owners Corporation or the Building Management Committee. Any such charge, invoice or levy must be paid within the time stipulated on the relevant charge, invoice or levy: and if no such amount is stipulated, within 30 days of its date.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:13 of 43
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8.11 False alarms

(a) Owners must compensate the Owners Corporation the costs incurred by it for any false fire alarm caused by the Owner or emanating from the Owner's Lot for any reason, including costs payable by the Owners Corporation to the Building Management Committee as a result of the false alarm emanating from the Owner's Lot and payable by the Owners Corporation under the Strata Management Statement.

(b) The Owners Corporation and Building Management Committee may assume a false fire alarm was caused by an Owner or emanated from a Lot if the Owners Corporation or Building Management Committee is so advised by Fire and Rescue NSW or a fire monitoring contractor engaged by the Owners Corporation or the Building Management Committee.

8.12 Limitation on numbers

(a) The number of adults who may reside in a Lot who are not related to each other is limited to 2 adults for each bedroom.

(b) For the purposes of this by-law:

(i) a bedroom is a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval; and

(ii) a person is related to another person who resides in the Apartment if:

(A) the person is the parent, guardian, grandparent, son, daughter, grandchild, brother, sister, uncle, aunt, niece, nephew or cousin of the other person; or

(B) the person is such a relative of the other person's spouse or de facto partner or former spouse or de facto partner; or

(C) the person is the spouse or de facto partner of the other person; or

(D) the person is the carer of, or is cared for by, the other person; and

(E) a person who is also an Aboriginal person or Torres Strait Islander is also related to another person if the person is, or has been, part of the extended family or kin of the person according to the indigenous kinship system of the person's culture.

8.13 Short term rental accommodation

(a) Owners and Occupiers must not:

(i) use or permit their Lot to be used for the purposes of a Short-term Rental Accommodation Arrangement; or

(ii) advertise their Lot or permit their Lot to be advertised for a Short-term Rental Accommodation Arrangement,

unless the Lot is the principal place of residence of that Owner or Occupier.

(b) Owners and Occupiers who intend their Lot to be used for Short-term Rental Accommodation Arrangements permitted by this by-law must:

(i) ensure any Rental Agreement in respect of their Lot does not contravene any Law or Approval; and

(ii) notify the Owners Corporation of the Owner's or Occupier's intention to carry out the arrangements prior to allowing their Lot to be used for that purpose (which notification must include information on the part of their Lot they intend to allow be occupied and the period of time over which they intend to carry out the arrangement).

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:14 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(c) Owners and Occupiers who intend to enter into a Short-term Rental Accommodation Arrangement must do the following in respect of each arrangement:

(i) ensure their guest(s) have a copy of the most recent version of the By-laws and the Strata Management Statement (including all amendments or changes from time to time);

(ii) take all reasonable action to ensure the guest(s) comply with the By-Laws and the Strata Management Statement;

(iii) act promptly to comply with any notice issued to the Owner by the Owners Corporation, the Strata Managing Agent or the Building Manager regarding the guest(s);

(iv) take all reasonable action to ensure the guest(s) comply with any notice issued to them by the Owners Corporation, the Strata Managing Agent or the Building Manager regarding the use and occupation of the Lot;

(v) prior to permitting the guest(s) to take occupation of the Lot, give the Owners Corporation:

(A) full details of the arrangement and a copy of the agreement (if there is one) (commercial terms may be excluded);

(B) details of the dates of arrival and departure; and

(C) full details of the guest(s), including:

- the number of guests;
- contact details (name, telephone number, mobile number, address and email address); and
- photo identification.

(d) If requested by the Owners Corporation (which request may be made from time to time) Owners and Occupiers must provide the Owners Corporation with the following information:

(i) the number of guests the Owner has had in the Owner's Lot over a specified period of time; and

(ii) information on the arrangements the Owner to comply with by-law 8.13(c)(i) and by-law 8.13(c)(ii).

(e) The notifications and information required by this by-law must be to the party and by the means required by the Owners Corporation from time to time.

9. ACCESS THROUGH LOTS

9.1 Owners Corporation may have access

The Owners Corporation by its agents, employees and contractors and with or without tools, machinery, plant, equipment and materials may enter and have access through a Lot or any part of a Lot for the purposes of:

(a) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Legislation;

(b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by an Authority;

(c) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act;

(d) carrying out work required to be carried out by the Owners Corporation in accordance with its Functions in the By-laws;

(e) carrying out work to the gardens, planter boxes and landscaped areas in Common Property adjacent to or near the Lot;

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:15 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(f) carrying out work to gardens, planter boxes and landscaped areas forming part of a Lot in accordance with its Functions in the By-laws;

(g) cleaning the windows in the Building; and

(h) accessing anchor points attached to any part of the Building adjacent to or near the Lot.

9.2 Functions of Owners

(a) Owners must permit the Owners Corporation to temporarily store necessary Equipment on their Lot in order for the Owners Corporation to undertake a Function in this by-law.

(b) Owners must not obstruct or hinder the Owners Corporation in the exercise of a Function in this by-law.

(c) If access is required through a Car Space and if requested by the Owners Corporation, the Owner must make arrangements for the temporary removal of any Vehicle from the Car Space.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:16 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

SECTION 4 - RIGHTS AND CONDUCT OF THE OWNERS CORPORATION

10. PROVISION OF AMENITIES OR SERVICES

10.1 Owners Corporation may contract out

The Owners Corporation may enter into arrangements for the provision of amenities or services to one or more Lots, or to one or more Owners.

10.2 Services fee

The Owners Corporation may charge Owners for providing an amenity or a service.

11. REMEDY AGAINST OWNER

11.1 Functions of Owners Corporation

(a) The Owners Corporation may do anything on or in connection with a Lot which should have been done by the Owner of the Lot either under the By-laws or pursuant to a Law, but which has not been done, or has not been done properly.

(b) In carrying out its Functions in this by-law, the Owners Corporation may:

(i) enter and remain on the Lot for as long as it is necessary;

(ii) carry out the act or thing; and

(iii) recover appropriate costs from the Owner of the Lot.

(c) The Owners Corporation may recover monies owing to it under this by-law as a debt in any competent court of jurisdiction.

(d) During the period an amount payable under this by-law remains unpaid by the Owner, interest on that unpaid amount is payable to the Owners Corporation by the Owner, such interest to be payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:17 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

SECTION 5 - RIGHTS AND CONDUCT OF OWNERS

12. APPLICATIONS, COMPLAINTS AND REPORTING

12.1 Obligations of Owners

An application or complaint or reporting of an activity to the Owners Corporation, unless stated otherwise in a by-law must be made or reported to:

(a) the Strata Managing Agent; and

(b) to the Building Manager (in addition to the Strata Managing Agent); or

(c) to a member of the Strata Committee, if neither the Strata Managing Agent or a Building Manager has been appointed.

13. OCCUPATION OF LOTS

13.1 Functions of Owners

Owners must:

(a) ensure the Occupier of their Lot has a copy of the most recent version of the By-law and Strata Management Statement (including all amendments or changes from time to time);

(b) take all reasonable action to ensure the Occupier of their Lot complies with the By-Laws and Strata Management Statement;

(c) act promptly to comply with any notice issued to the Owner by the Owners Corporation, the Strata Managing Agent or the Building Manager regarding the Occupier of their Lot;

(d) take all reasonable action to ensure the Occupier of their Lot complies with any notice issued to the Occupier by the Owners Corporation, the Strata Managing Agent or the Building Manager regarding the Occupier's use and occupation of the Lot;

(e) ensure any Rental Agreement in respect of their Lot does not contravene any Law or Approval; and

(f) prior to permitting an Occupier to take possession of their Lot, give the Owners Corporation:

(i) full details of the Rental Agreement and a copy of the agreement (commercial terms may be excluded);

(ii) full details of the Occupier, including:

(A) the Occupier's contact details (name, telephone number, mobile number, address and email address);

(B) photo identification of the Occupier; and

(C) the name and contact details of the rental agent (name, telephone number, mobile number, address, email address and contact name).

13.2 Functions of Occupiers and Occupiers

Occupiers and Occupiers must:

(a) comply with the Strata Management Statement;

(b) promptly comply with all notices it receives from the Owners Corporation, the Strata Managing Agent and the Building Manager;

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:18 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(c) when requested to do so, give the Owners Corporation a copy of its Rental Agreement (commercial terms may be excluded);

(d) when requested to do so, promptly give the Owners Corporation the Occupier's contact details (name, telephone number, mobile number, address and email address); and

(e) when requested to do so, promptly give the Owners Corporation the Occupier's photo identification.

14. COMPENSATION TO OWNERS CORPORATION

14.1 Damage

Owners must:

(a) compensate the Owners Corporation for any damage to Common Property or any property vested in the Owners Corporation caused by them or their Invitees; and

(b) reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of any act or omission of the Owner or the Owner's Invitees.

14.2 Costs

Costs incurred by the Owners Corporation under this by-law (including legal costs and disbursements on an indemnity basis) may be recovered as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

15. LAWS AND REQUIREMENTS

15.1 Functions of Owners and Occupiers

When on Common Property, occupying their Lot, or exercising a Function under these By-laws, Owners and Occupiers must:

(a) comply with the requirements of all Laws and the requirements of, and notices from, all Authorities;

(b) obtain and comply with all relevant Approvals;

(c) if Approval is required to conduct an activity on their Lot, not conduct that activity without that approval;

(d) not use or occupy their Lot, or permit any other person to do so, in contravention of a Law or without the requisite Approval;

(e) comply with a notice issued to them by the Owners Corporation, the Strata Managing Agent and the Building Manager seeking them or their Invitees to comply with, or to desist from breaching:

(i) a Law;

(ii) a requirement of, or notice issued by, an Authority; or

(iii) a condition in an Approval;

(f) ensure their Invitees:

(i) comply with the requirements of all Laws and Authorities applicable to, or to the use of, their Lot or the Common Property; and

(ii) comply with a Development Consent applicable to, or to the use of, their Lot or the Common Property.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:19 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

16. INVITEES

16.1 Functions of Owners

(a) Owners are responsible for the actions of their Invitees.

(b) Owners must take all reasonable steps to ensure their Invitees comply with the By-laws.

(c) If an Owner cannot comply with by-law 16.1(a), then that Owner must:

(i) withdraw their consent to their Invitee being on or remaining in a Lot or the Common Property; and

(ii) request that Invite immediately leave the Building.

(d) If the By-laws prohibit an Owner from doing a thing, the Owner must not allow their Invitee to do that thing.

(e) Owners must reimburse the Owners Corporation any cost, expense or charge incurred by the Owners Corporation as a result of any act or omission of their Invitees or as a result of their Invitees breaching the By-laws.

17. SIGNS

17.1 Prohibited

Owners must not attach, erect or exhibit a Sign to or on Common Property or their Lot which is visible from outside their Lot.

17.2 Qualification

The provisions of this by-law do not apply to a Sign attached, erected or exhibited:

(a) on any part of a Lot or the Common Property by the Original Owner, a party on behalf of the Original Owner or a party authorised by the Original Owner;

(b) on any part of a Lot or the Common Property by the Building Manager or a party on behalf of the Building Manager in connection with a Function provided by the Building Manager to the Owners Corporation; or

(c) on any part of a Lot or the Common Property pursuant to the right to do so under a Common Property Rights By-law or an Easement.

18. INSURANCE PREMIUMS

18.1 Obligations of Owners

(a) Unless there is prior written consent of the Owners Corporation, Owners may not do or permit anything which may invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

(b) Owners must immediately notify the Owners Corporation of any activity carried out, intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

18.2 Owner liable

(a) Consent under by-law 18.1(a) allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.

(b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:20 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

SECTION 6 - PETS

19. KEEPING OF PETS

19.1 Pet Register

The Owners Corporation must establish and keep at all times a Pet Register recording all relevant information it has received in connection with pets kept by Owners.

19.2 Notification

Owners who keep or intend to keep a pet on their Lot must give the Owners Corporation the following information for inclusion in the Pet Register:

(a) for all pets:

(i) its species;

(ii) its breed;

(iii) its name; and

(iv) its sex; and

(b) if the pet is a dog or a cat:

(i) a photograph sufficient to identify it;

(ii) its microchip number;

(iii) whether it has been spayed or neutered; and

(iv) evidence it has been registered with the appropriate Authority.

19.3 Prohibited

The following are not permitted to visit or be kept on a Lot or Common Property:

(a) a dog that is vicious or aggressive;

(b) a dog or cat that is not registered with the appropriate Authority (if registration is compulsory);

(c) a dog which is declared dangerous under the *Companion Animals Act 1998* (NSW); or

(d) a dog which the Australian Government prohibits from importation into Australia.

19.4 Functions of Owners

In relation to a pet owned or in the care of an Owner or owned or in the care of an Invitee of an Owner, the Owner must:

(a) clean up all excrement or refuse left upon Common Property by the pet;

(b) make good, or bear the cost of making good, damage to Common Property by the pet;

(c) ensure the pet is under control or otherwise contained when on Common Property;

(d) ensure the pet does not cause annoyance, disturbance or nuisance to other Owners;

(e) ensure the pet does not wander onto another Owner's Lot or onto Common Property;

(f) ensure the living quarters of the pet are maintained in a manner to prevent odours escaping from the Lot; and

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:21 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(g) ensure the pet's waste is treated and disposed of and, without limiting the generality of this by-law, ensure:

(i) all waste from the pet is double-bagged or placed in large, strong bags; and

(ii) litter is not to be placed in toilets.

19.5 Compliance

(a) If the Owners Corporation, acting reasonably, forms the view:

(i) a pet is or has become vicious or aggressive; or

(ii) there is a breach of a by-law in this Section on a continuing basis,

the Owners Corporation may serve a notice on the Owner of the Lot containing that pet requesting that the pet is permanently removed from the Parcel.

(b) An Owner who has received a notice from the Owners Corporation under by-law 19.5(a) must comply with the requirements of the notice within 14 days of receiving it.

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Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:22 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

SECTION 7 - PARKING

20. CAR PARK MANAGEMENT SYSTEM

What is the Car Park Management System

The Car Park Management System is the set of rules and procedures regulating parking in the building of which the Building forms part contained in the Strata Management Statement.

20.1 Functions of Building Management Committee

The Building Management Committee is responsible for the management of the Car Park Management System.

20.2 Function of Owners in connection with the Car Park Management System

(a) Owners are bound by, and must comply with, the Car Park Management System contained in the Strata Management Statement as though they were by-laws set out at length in the By-laws.

(b) Owners must ensure their Invitees comply with the Car Park Management System.

(c) Owners must comply with the rules of the Building Management Committee made in accordance with the Car Park Management System.

(d) Owners must comply with the directions of the Building Management Committee given in accordance with the Car Park Management System.

(e) Owners must ensure their Invitees comply with the Car Park Management System, comply with the rules of the Building Management Committee made in made in accordance with the Car Park Management System and comply with the directions of the Building Management Committee given in accordance with the Car Park Management System.

(f) Breach by an Owner or the Invitee of an Owner of the Car Park Management System or noncompliance by an Owner or an Invitee of an Owner with a rule or direction of the Building Management Committee is deemed a breach of these by-laws.

20.3 Functions of Owners Corporation in connection with the Car Park Management System

(a) If requested by the Building Management Committee, the Owners Corporation must enforce against an Owner or the Invitee of an Owner its obligations in the Car Park Management System.

(b) If requested by the Building Management Committee, the Owners Corporation must refuse access to the Building to any vehicle that does not comply with the Car Park Management System.

20.4 General Functions of Owners

Owners:

(a) must not park or stand a vehicle anywhere in the Building other than in their own Car Space (if they have one); and

(b) must not permit any of their Invitees to park or stand a vehicle anywhere in the Building (unless it is in the Owner's own Car Space (if they have one) or in a Visitor's Car Space or in a Disabled Car Space in accordance with the requirements of the Car Park Management System).

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:23 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

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18/09/2025	SP109977

SECTION 8 - WORK

21. WORK TO WHICH THIS SECTION APPLIES

21.1 Work

This Section applies to:

(a) Cosmetic Work;

(b) Minor Renovations; and

(c) Major Renovations.

22. APPROVAL

22.1 Approval required

(a) Owners must not carry out or commence to carry out Work without following the procedures in this Section.

(b) Cosmetic Work may be carried out without the approval of the Owners Corporation or the Strata Committee.

(c) Minor Renovations may only be carried out with the approval of the Strata Committee and by otherwise following the procedures in this Section.

(d) Major Renovations may only be carried out with the approval of the Owners Corporation in general meeting by way of special resolution (and if necessary supported by the relevant by-law) and by otherwise following the procedures in this Section.

23. MINOR RENOVATIONS

23.1 Approval to Minor Renovations

The approval of the Strata Committee may be given subject to reasonable conditions and cannot be unreasonably withheld.

23.2 The application

The application for approval to Minor Renovations must include the following:

(a) any fee prescribed by the Owners Corporation for approving the work;

(b) a general description of the work;

(c) plans and specifications for the work; and

(d) if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers).

23.3 Installing or replacing wood or hard floors

If the work is installing or replacing wood or other hard floors (such as tiles, granite, marble or stone), the Strata Committee may require the following as a condition of its approval:

(a) a report addressed to the Owners Corporation from a properly qualified consultant certifying that the proposed work when finished will have a sound insulation performance that meets the 5 star rating of the Association of Australian Acoustic Consultants as stated in the latest edition of that association's Guidelines for Apartment and Townhouse Acoustic Rating; and

(b) certification from the same consultant once the work is completed addressed to the Owners

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:24 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Corporation that the required 5-star rating has been met.

24. MAJOR RENOVATIONS

24.1 The application

The application for approval to Major Renovations must include the following:

(a) a draft of the special resolution sought by the Owner authorising the carrying out of the work;

(b) if the ongoing maintenance of Common Property affected by or the subject of the work is to be the responsibility of the Owner;

(i) a draft of the by-law to this effect;

(ii) the Owner's written consent to the making of the by-law; and

(iii) any fee prescribed by the Owners Corporation for making the by-law;

(c) any fee prescribed by the Owners Corporation for approving the work;

(d) a general description of the work;

(e) detailed plans and specifications of the work;

(f) if relevant, a report from a properly qualified engineer concerning the impact of the work on the structural integrity of the Building;

(g) if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers);

(h) information on all approvals, consents and permits required for the work;

(i) copies of all approvals, consents and permits obtained for the work;

(j) details of the builder/contractor carrying out the work (and a point of contact (including name and telephone number)); and

(k) arrangements to manage any resulting rubbish or debris.

24.2 Bond

In processing an application for Major Renovations, the Owners Corporation may require the payment of a bond:

(a) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation as a result of the work;

(b) to be applied by the Owners Corporation towards rectification of damage to property or person as a result of the work; or

(c) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its Functions associated with the work.

25. GENERAL CONDITIONS RELATING TO WORK

25.1 Pre-conditions to commencing Work

Work may not commence unless:

(a) the relevant approval of the Owners Corporation has been obtained to the work;

(b) for Major Renovations and if applicable, the appropriate by-law has been registered;

(c) (if applicable) all necessary Approvals from the relevant Authorities have been procured and copies provided to the Owners Corporation;

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:25 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(d) (if applicable) all relevant insurances are in place and copies of the policy and the certificate of currency provided to the Owners Corporation;

(e) (if applicable) the bond required by the Owners Corporation, has been paid to the Owners Corporation;

(f) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the work;

(g) the Owners Corporation has been given details of the builder/contractor carrying out the work (and a point of contact (including name and telephone number));

(h) any fee required by the Owners Corporation in connection with the work has been paid; and

(i) all reasonable fees requested by the Owners Corporation have been paid for:

(i) reviewing the proposal (including legal and consultant's fees);

(ii) convening any relevant meeting (including the Strata Managing Agent's fees); and

(iii) for Major Renovations and if applicable, registering the relevant by-law.

25.2 Access to Common Property

Owners who have received approval to carry out Work may access all relevant parts of the Common Property for such reasonable time as may be necessary to carry out the work (or for such time as nominated in an approval).

25.3 Conditions when carrying out Work

When carrying out Work Owners must:

(a) comply with the reasonable requirements of the Owners Corporation in the approval from the Owners Corporation;

(b) ensure the work is carried out in a competent and proper manner;

(c) use only qualified and, where appropriate, licensed tradesmen;

(d) ensure the work is carried out without undue delay;

(e) ensure no materials, tools, rubbish or debris are left lying in the Building;

(f) cause as little disturbance as is practicable to other Owners;

(g) ensure any damage caused to any part of the Building by carrying out the work is repaired;

(h) ensure any damage to the property of another Owner by carrying out the work is repaired; and

(i) ensure the work is only carried out within the times permitted by any Approval or if there is no Approval within times reasonably prescribed by the Owners Corporation.

25.4 Completion of Work

On completion of Work, Owners must:

(a) ensure all rubbish and debris caused by the work is removed from the Building and its environs;

(b) ensure Common Property is left clean and tidy;

(c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the work;

(d) if the work is Major Renovations and if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed work does not impact on the structural integrity of the Building; and

(e) if the work is Major Renovations and if required by the Owners Corporation, give the Owners

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:26 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed work complies with all approvals and consents.

25.5 Work must comply with Laws and requirements of Authorities

Owners who have carried out Work must ensure the completed work complies with the requirements of all Laws and Authorities and does not result in the Owners Corporation breaching a Law or the requirement of an Authority.

25.6 Indemnity

Owners who have carried out Work agree to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

(a) as a result of the work (including costs to approve the work); and

(b) arising out of damage to property (including the Building) or injury to persons as a result of the work or resulting from the work once completed.

25.7 Right of Owners Corporation to remedy

At its election, the Owners Corporation may:

(a) perform an obligation relating to the carrying out of Work which an Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;

(b) enter any part of a Lot to carry out a Function in this by-law; and

(c) recover its costs incurred in carrying out its Functions in this by-law (including legal costs and disbursements on an indemnity basis) as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

25.8 Future alterations to Work

Owners must not make alterations, additions or modifications to Work, once completed, without following the procedures in this Section.

25.9 Approvals

Consent by the Owners Corporation to an application for an Approval must not be regarded as consent by the Owners Corporation to carry out the Work the subject of the application.

26. UNLAWFUL WORK

26.1 What is Unlawful Work

Unlawful Work is Work that has been carried out contrary to the requirements of this Section or the Legislation or is prohibited by this Section or the Legislation.

26.2 Work not permitted to remain

Unlawful Work is not permitted to remain and must be removed immediately upon request by the Owners Corporation.

26.3 Functions of Owners Corporation

At its election, the Owners Corporation may:

(a) perform an obligation relating to the carrying out of Work which an Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;

(b) enter any part of a Lot to carry out a Function in this by-law; and

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:27 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(c) recover its costs incurred in carrying out its Functions in this by-law (including legal costs and disbursements on an indemnity basis) as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

27. GENERAL

27.1 Occupiers

(a) References in this Section to "Owner" do not include the Occupier of the Lot.

(b) Occupiers are not permitted to, and must not, carry out Work of any kind.

27.2 Common Property Rights By-laws

By-laws 25.2 to 25.8 (inclusive) and by-laws 26.1, 26.2 and 27.1 apply to work carried out under a registered Common Property Rights By-law (except to the extent the by-law provides otherwise). The other by-laws in this Section do not apply to such work.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:28 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

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18/09/2025	SP109977

SECTION 9 – STRATA MANAGEMENT STATEMENT

28. STRATA MANAGEMENT STATEMENT

28.1 What the Strata Management Statement is about

The Strata Management Statement:

(a) is the instrument registered with the Strata Plan; and

(b) governs the relationship between the Owners Corporation and the other parties to the Strata Management Statement in connection with matters relating to the management of the Building and the Shared Facilities.

28.2 By-laws

The Owners Corporation must do what is reasonable (including passing the relevant resolutions in general meeting to cure any inconsistency) to ensure none of the By-laws are inconsistent with the terms of the Strata Management Statement.

28.3 Representative and Substitute Representative

(a) The Owners Corporation must at all times have a Representative on the Building Management Committee.

(b) The Owners Corporation may appoint a Substitute Representative to attend a particular meeting or meetings of the Building Management Committee which the Representative is unable to attend.

(c) Subject to the provisions of by-law 28.3(f):

(i) the Representative and Substitute Representative must be members of the Strata Committee; and

(ii) the Representative and Substitute Representative must be appointed by the Strata Committee at a meeting of the Strata Committee (who also has the power to terminate those appointments and to make fresh appointments at meetings of the Strata Committee, as the Strata Committee considers appropriate).

(d) The Strata Committee must give all necessary directions to the appointed Representative and Substitute Representative to enable those parties to perform their respective Functions at meetings of the Building Management Committee.

(e) The appointed Representative and Substitute Representative must abide by the decisions and directions of the Strata Committee (or the Owners Corporation in general meeting) when performing their respective Functions.

(f) Unless and until the Owners Corporation receives written notice from the Original Owner that it does not require its nominee to be the Owners Corporation's Representative and Substitute Representative on the Building Management Committee, the Owners Corporation's Representative and Substitute Representative on the Building Management Committee must be nominees of the Original Owner.

28.4 Consent of the Building Management Committee

(a) The granting of consent to an Owner under the By-laws to the doing of an act is not to be regarded as consent from the Building Management Committee to the act.

(b) If the consent of the Building Management Committee is required to the doing of an act, then the Owners Corporation or Owner who wishes to do the act must procure the consent of the Building Management Committee before doing the act.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:29 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

28.5 Compliance

The Owners Corporation and Owners must comply with:

(a) their respective Functions in the Strata Management Statement; and

(b) the directions of the Building Management Committee and the Facilities Manager given in the proper exercise of their respective Functions under the Strata Management Statement.

28.6 Shared Facilities

(a) In respect of any Shared Facility which is located on or in Common Property, the Owners Corporation:

(i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility; and

(ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Strata Management Statement.

(b) In respect of any Shared Facility which is located within a Lot, the Owner of that Lot:

(i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility; and

(ii) must not restrict access to that Shared Facility to any party who is entitled to access under the Strata Management Statement.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:30 of 43
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SECTION 10 – COMMON PROPERTY RIGHTS BY-LAWS

29. ABOUT THE BY-LAWS IN THIS SECTION

29.1 What Common Property Rights By-laws do

(a) A Common Property Rights By-law confers on the Owner of the Lot the subject of the by-law:

(i) a right of exclusive use and enjoyment of the whole or a specified part of the Common Property; or

(ii) special privileges in respect of the whole or a specified part of the Common Property.

(b) An Owner with the benefit of a Common Property Rights By-law may allow the Occupier of their Lot to exercise the rights of the Owner under the by-law. The Owner remains responsible to the Owners Corporation to comply with the by-law.

(c) A Common Property Rights By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.

29.2 Inconsistency with other by-laws

If there is inconsistency between a Common Property Rights By-law and any other by-law, the Common Property By-law prevails to the extent of the inconsistency.

30. EXCLUSIVE USE AND SPECIAL PRIVILEGES

30.1 Common Property Rights By-law Table

(a) Section 11 contains the Common Property Rights By-law Table which:

(i) describes the exclusive use rights and special privileges;

(ii) identifies those Lots for which the Owner has an exclusive use right or special privilege; and

(iii) identifies the party with the maintenance and repair responsibility in respect of those rights and privileges.

(b) Reference to a "column" is a reference to a column in the Common Property Rights Table.

30.2 Exclusive use and special privilege

The Owner of the Lot identified in column 3 has the exclusive use rights and special privileges identified in column 2.

30.3 Maintenance and repair

(a) The party identified in column 4 is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, that part of the Common Property the subject of the exclusive right or special privilege.

(b) Where the Owners Corporation has the maintenance and repair responsibility and the Exclusive Use Table indicates the costs for doing so can be recovered from a Benefited Lot Owner:

(i) in accordance with its right to do so under section 143 of the Management Act, the Owners Corporation may require the payment of money by the Benefited Lot Owner; and

(ii) if there is more than one Benefited Lot Owner, each Benefited Lot Owner must pay that money according to the proportion the unit entitlement of its Lot bears to the aggregate unit entitlement of all Lots having the exclusive use or special privilege.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:31 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(c) Unless specified otherwise, the Owners Corporation is responsible for the structural maintenance and repair of Common Property the subject of the exclusive use or special privilege.

30.4 Other Functions

(a) The party with the responsibility for the maintenance and repair of an item of an Common Property must:

(i) regularly clean the item;

(ii) keep it in a safe and good state of serviceable repair;

(iii) replace the item if it becomes unsafe, unsightly or in need of repair;

(iv) where it would be usual or good practice to do so, or the requirement of a Law or an Authority to do so, have in place a maintenance contract for the item;

(v) where it would be usual or good practice to do so, or the requirement of a Law or an Authority to do so, cause to have prepared the required certificates for the item;

(vi) insure the item (if appropriate) or pay any increase in the premium for the Owners Corporation insurance caused by the item;

(vii) pay the cost of all utilities separately charged or assessed in connection with the item; and

(viii) comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.

(b) Except as permitted by this by-law, nothing in this Section gives a Benefited Lot Owner the right to make alterations, additions or changes to Common Property.

30.5 Rights

Benefited Lot Owners have the following additional special privileges in connection with an item of Common Property over which they have an exclusive use right or special privilege:

(a) to renew or replace the item with an item of an identical type, style, size, shape, colour and in an identical position as the original item (unless otherwise approved by the Owners Corporation);

(b) to access all relevant parts of Common Property for such time as may be necessary for the purposes of carrying out a Function in this Section; and

(c) to penetrate all relevant parts of Common Property for the purposes of carrying out a Function in this Section.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:32 of 43
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18/09/2025	SP109977

SECTION 11 – COMMON PROPERTY RIGHTS BY-LAW TABLE

Column 1	Column 2	Column 3	Column 4
No.	**Exclusive use or special privilege**	**Benefited Lot**	**Party responsible for maintenance and repair**
1.	Exclusive use of the following building elements exclusively servicing the Benefited Lot (including all associated Apparatus): (a) the mechanical ventilation system including the horizontal ventilation and exhaust ducts, fans and ancillary Equipment for the kitchen, bathrooms and laundry; (b) the tiles, pavers and marble and their associated membrane on all floors and walls wherever located (including the Balcony); (c) balcony railings (steel and stainless steel post); (d) timber skirting; (e) all internal appliances; and (f) doors and windows including hardware on windows and doors (which includes all door locks, handles and window tracks)).	All Lots	Benefited Lot Owner
2.	Exclusive use of all lights and light fittings (including tracks) exclusive to the Benefited Lot (including down lights, lights on the Balcony and all associated Apparatus).	All Lots	Benefited Lot Owner
3.	Exclusive use of the air conditioning system (including the condenser, filters and fan coil unit exclusively) servicing the Benefited Lot (including all associated Apparatus)).	All Lots	Benefited Lot Owner
4.	Exclusive use of the hot water system servicing the Benefited Lot (including all associated Apparatus).	All Lots	Benefited Lot Owner

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:33 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

SECTION 12 - DICTIONARY AND INTERPRETATION

31. DICTIONARY

31.1 Meaning of terms

In these by-laws, these terms (in any form) mean:

Apparatus includes:

(a) wires, cables, pipes, drains, ducts, lines, flues, chutes, pumps, boards, tanks, units, regulators and valves: and

(b) plant and equipment.

Approval means an approval or consent from a relevant Authority, person or certifier to the carrying out of an act or doing a thing.

Assistance Animal is a dog or other animal:

(a) accredited by a prescribed animal training organisation; or

(b) trained to assist to alleviate the effect of a disability.

Authority means a Governmental Agency or a statutory, public or other authority having jurisdiction over the Building.

Balcony includes balconies, terraces, courtyards, decks, roof top gardens, winter gardens and similar areas comprising part of or attached to a Lot.

Benefited Lot means a Lot having the benefit of a Common Property Rights By-law.

Benefited Lot Owner means the Owner of a Lot having the benefit of a Common Property Rights By-law.

Building means the building of which the Strata Scheme forms part: and where the context permits the expression includes the Parcel.

Building Manager means the party (if any) appointed by the Owners Corporation as its building manager.

Building Management Committee means the committee constituted under the Strata Management Statement.

By-laws means the by-laws in this instrument.

Car Space means that part of the Building designed for parking cars and includes a Lot marked as a car space on the Strata Plan and any part of a Lot marked as a car space on the Strata Plan.

Car Park Management System is the set of rules and procedures about parking contained in the Strata Management Statement and in Section 7.

Common Property Rights By-Law means an exclusive use or special privilege by-law made in accordance with Part 7 Division 3 of the Management Act.

Common Property Rights By-law Table is the table in Section 11.

Cosmetic Work has the meaning ascribed to it by the Legislation, which at the date of registration of these by-laws means:

(a) work within the internal airspace of a Lot which does not impact on Common Property; and

(b) minor penetrations in, or attachments to, Common Property including:

(i) installing or replacing hooks, nails or screws for hanging paintings and other things on walls;

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:34 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(ii) installing or replacing handrails;

(iii) painting;

(iv) filling minor holes and cracks in internal walls;

(v) laying carpet;

(vi) installing or replacing built-in wardrobes; and

(vii) installing or replacing internal blinds and curtains.

Council means the council in whose local government area the Building is situated.

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Development Application means an application for a development consent made under the *Environmental Planning and Assessment Act 1979* (NSW) and includes all amendments and variations to an application.

Development Consent means a consent to a Development Application issued under the *Environmental Planning and Assessment Act 1979* (NSW) and includes all amendments and variations to a consent.

Disabled Car Space means a car space designed or designated as such.

Easement means an easement or covenant burdening or benefiting Common Property.

Equipment includes plant, machinery, equipment, material and devices.

Facilities Manager means the manager appointed by the Building Management Committee to assist it with some of its Functions under the Strata Management Statement.

Function means a service, right, duty or obligation.

Garbage Room means that part of the Common Property comprising the room holding the Waste receptacles.

Goods includes items requiring transport in the nature of plant, machinery, Equipment, furniture, appliances, boxes, merchandise, materials, domestic and commercial waste, refuse and garbage (including associated receptacles).

Governmental Agency means a governmental, semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or other similar entity.

Guide Dog means a dog used to assist an Owner with impaired sight or hearing.

Invitee means a person in the Parcel at the invitation of, under the control of or with the permission of (whether express or implied) the Owners Corporation or an Owner.

Law includes a requirement of a statute, rule, regulation, proclamation, planning instrument, ordinance or by-law, present or future, whether state or federal.

Legislation means the Management Act and the Development Act.

Lot means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

Major Renovations means all work which is not Cosmetic Work or Minor Renovations and includes:

(a) work which results in additions to the Common Property, alterations to the Common Property or the creation of a new structure on Common Property for the purposes of improving or enhancing the Common Property;

(b) work involving structural changes;

(c) work which may or is likely to impact on or affect the structural integrity of the Building;

(d) work that detrimentally affects the safety of a Lot or Common Property, including fire safety systems;

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:35 of 43
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(e) work that changes the external appearance of a Lot, including the installation of an external access ramp;

(f) work involving waterproofing or plumbing or work to the exhaust system in the Building;

(g) work which is likely to interfere with the services in the Building;

(h) the erection of a structure on a Lot or Common Property;

(i) work that changes the colour of external surfaces of a Lot or the Building (including those on the Balcony attached to a Lot);

(j) work to the Balcony attached to a Lot (such as, by way of example only, enclosing it or changing security screens, railings or balustrades); and

(k) work for which consent or another approval is required under any Act other than the Legislation.

Management Act means the *Strata Schemes Management Act 2015* (NSW).

Minor Renovations has the meaning ascribed to it by the Legislation, which at the date of registration of these by-laws means:

(a) renovating a kitchen;

(b) changing recessed light fittings;

(c) installing or replacing wood or other hard floors;

(d) installing or replacing wiring or cabling or power or access points;

(e) work involving reconfiguring walls;

(f) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;

(g) installing a rainwater tank;

(h) installing a clothesline;

(i) installing a reverse cycle split system air conditioner;

(j) installing double or triple glazed windows;

(k) installing a heat pump;

(l) installing ceiling insulation; and

(m) the installation of fixtures to the external surfaces of a Lot or the Building (such as sun blinds, security bars (or other security devices) and flyscreens),

provided that such work does not involve structural changes, changes to the external appearance of a Lot or the Building, or waterproofing.

Occupier means in respect of a Lot the person in occupation for the time being of a Lot (not being the Owner of the Lot).

Original Owner has the meaning given to the term by the Management Act.

Owner means the person for the time being recorded in the Register as entitled to an estate in fee simple in the Lot.

Owners Corporation means the owners corporation constituted on registration of the Strata Plan.

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Pet Register means the pet register the subject of by-law 19.1.

Register means the register kept by the Registrar-General at NSW Land Registry Services.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:36 of 43
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Removalist means a party engaged by an Owner to assist in transporting Goods on Common Property: the expression includes the Owner if they transport the Goods themselves.

Regulations means the regulations under the Legislation.

Rental Agreement means an agreement or arrangement (whether written, oral or electronic) under which a person occupies a Lot.

Representative means the person appointed by the Owners Corporation to be its representative on the Building Management Committee.

Restricted Matter means a matter or class of matter:

(a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or

(b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

Security Key means a key, card, remote control or other device.

Service includes water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioning, garbage, telephone, telecommunications, television impulses or signals, radios impulses or signals or any other prescribed service.

Services Apparatus means:

(a) any wire, cable, pipe, drain, duct, line, flue, riser or chute through which a Service passes;

(b) any item of plant or equipment in which a Service is generated, contained or stored (by way of example, motors, storage tanks, cooling towers and air-conditioning units); and

(c) any item of plant or equipment in which a Service is cleaned or filtered.

Shared Facilities are the facilities and services described in, and governed by, the Strata Management Statement.

Short-term Rental Accommodation Arrangement has the same meaning as in section 54A of the *Fair Trading Act 1987* (NSW), which at the date of registration of these By-laws means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the regulations [under *Fair Trading Act 1987* (NSW)] to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by the Regulations not to be a short-term rental accommodation arrangement.

Sign includes a sign, light, advertisement, name, notice, placard, banner or other similar item about a product, service or activity and includes a sign that advertises a Lot for sale or to let.

Storage Space means that part of the Building designed for storage purposes: it includes a Lot or any part of a Lot marked as storage on the Strata Plan and any part of a Lot designed for storage.

Strata Management Statement means the strata management statement registered with the Strata Plan.

Strata Plan means the strata plan to which these By-laws relate.

Substitute Representative means the person appointed by the Owners Corporation to be its substitute representative on the Building Management Committee.

Vehicle means any motorised vehicle of transport and includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

Visitor Car Space means a car space designed or designated as such.

Waste includes garbage, refuse and waste.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:37 of 43
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Work means:

(a) Cosmetic Work;

(b) Minor Renovations; and

(c) Major Renovations.

32. INTERPRETATION

32.1 Undefined words

Undefined words in this By-law Instrument have the same meaning as they do in the Management Act.

32.2 Interpretation

Reference to:

(a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;

(b) a thing includes the whole or each part of it; and

(c) the singular includes the plural and vice versa.

32.3 Headings

Headings do not affect the interpretation of the by-laws.

32.4 Severance

(a) Subject to by-law 32.4(b):

(i) if a by-law is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;

(ii) if, despite by-law 32.4(a)(i) a by-law is still void, voidable, unenforceable or illegal and the by-law would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or

(iii) in any other case, the whole by-law must be severed.

(b) If an event under by-law 32.4(a) occurs, the remainder of these by-laws continue in full force and effect.

32.5 Meaning of Owner

When used in a by-law, Owner includes Occupier unless the by-law expressly states otherwise or direct reference is made to Occupier.

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:38 of 43
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18/09/2025	SP109977

EXECUTION:

Dated the **day of** **2025**

Registered Proprietor:

Executed by SH Melrose Land Pty Ltd ACN 639 001 522 in accordance with section 127 of the *Corporations Act 2001* (C'th):

Hide Seguchi
Hide Seguchi (Jul 15, 2025 16:28 GMT+10)
Director (signature)

Kaz Sakamoto
Kaz Sakamoto (Jul 15, 2025 12:50 GMT+10)
~~Director~~/Secretary (signature)

Atsuhide Seguchi
Name of Director (printed)

Kazuya Sakamoto
Name of ~~Director~~/Secretary (printed)

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:39 of 43
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EXECUTION (Continued)

Registered Mortgagee mortgage AN763073:

Executed for and on behalf of Sumitomo Mitsui Banking Corporation, Sydney Branch ARBN 114 053 459 under power of attorney dated 23 May 2024 and registered in New South Wales Book 4825 No 666.

By executing this instrument the Attorney states that the Attorney has received not notice of the revocation of the Power of Attorney.

Signature of Attorney

Balaji Vallam

Name of Attorney

Signature of Witness

Eunice Oh

Name of Witness

Level 40, The Chifley Tower, 2 Chifley Square, Sydney NSW 2000

Address of Witness

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:40 of 43
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EXECUTION (Continued)

Registered Mortgagee mortgage number AK615388 mortgagee SH Melrose Development 2 Pty Ltd

Executed by SH Melrose Development 2 Pty Ltd ACN 601 434 557 in accordance with section 127 of the *Corporations Act 2001* (C'th):

Hide Seguchi	Kaz Sakamoto
Hide Seguchi (Jul 15, 2025 16:28 GMT+10)	Kaz Sakamoto (Jul 15, 2025 12:50 GMT+10)
Signature of authorised person	Signature of authorised person
Atsuhide Seguchi	Kazuya Sakamoto
Name of authorised person	Name of authorised person
Director	Company secretary
Office held	Office held

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:41 of 43
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18/09/2025	SP109977

EXECUTION (Continued)

Registered Mortgagee mortgage number AK615388 mortgagee Melrose Park Development 1 Pty Ltd

Executed by Melrose Park Development 1 Pty Ltd ACN 641 797 033 in accordance with section 127 of the *Corporations Act 2001* (C'th):

Hide Seguchi
Hide Seguchi (Jul 15, 2025 16:28 GMT+10)
Signature of authorised person

Kaz Sakamoto
Kaz Sakamoto (Jul 15, 2025 12:50 GMT+10)
Signature of authorised person

Atsuhide Seguchi
Name of authorised person

Kazuya Sakamoto
Name of authorised person

Director
Office held

Company secretary
Office held

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:42 of 43
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18/09/2025	SP109977

EXECUTION (Continued)

Registered Mortgagee mortgage number AK615388 mortgagee Melrose Park Development 2 Pty Ltd

Executed by Melrose Park Development 2 Pty Ltd ACN 641 797 480 in accordance with section 127 of the *Corporations Act 2001* (C'th):

Hide Seguchi	Kaz Sakamoto
Hide Seguchi (Jul 15, 2025 16:28 GMT+10)	Kaz Sakamoto (Jul 15, 2025 12:50 GMT+10)
Signature of authorised person	Signature of authorised person
Atsuhide Seguchi	Kazuya Sakamoto
Name of authorised person	Name of authorised person
Director	Company secretary
Office held	Office held

Req:R951851 /Doc:SP 0109977 D /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:43 of 43
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18/09/2025	SP109977

EXECUTION (Continued)

Registered Mortgagee mortgage number AK615388 mortgagee Melrose Park Development 3 Pty Ltd

Executed by Melrose Park Development 3 Pty Ltd ACN 641 797 506 in accordance with section 127 of the *Corporations Act 2001* (C'th):

Hide Seguchi
Hide Seguchi (Jul 15, 2025 16:28 GMT+10)
Signature of authorised person

Kaz Sakamoto
Kaz Sakamoto (Jul 15, 2025 12:50 GMT+10)
Signature of authorised person

Atsuhide Seguchi
Name of authorised person

Kazuya Sakamoto
Name of authorised person

Director
Office held

Company secretary
Office held

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:1 of 104
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Approved Form 9	**Strata Management Statement**	Sheet 1 of 104 sheets
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Strata Management Statement

Melrose Park Village

Note: This strata management statement has effect as an agreement under seal binding:

(a) the owners corporation of a strata scheme for part of the building, or

(b) an owner, mortgagee in possession or lessee of a lot in a strata scheme for part of the building, or

(c) another person in whom is vested the fee simple of a part of the building or site affected by the statement, or

(d) the mortgagee in possession or lessee of a part of the building or site referred to in (c).

(e) (See section 105 Strata Schemes Development Act 2015)

The provisions of this Strata Management Statement incorporate and are subject to the provisions implied by clause 5, Schedule 4 *Strata Schemes Development Act 2015*, except to the extent this Strata Management Statement provides otherwise.

© Phillippa Russell Lawyer

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18/09/2025	SP109977

PARTICULARS

1 Building: Melrose Park Village

Building part	Stratum Lot
Residential Lot containing apartments and associated car parking	100
Retail Lot containing retail and commercial premises and associated car parking	101

2 Voting Table:

Stratum Lot	Number of votes
Lot 100	20
Lot 101	20

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:3 of 104
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Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

INDEX

PARTICULARS 2
SECTION 1 – INTRODUCTION 7
1. OVERVIEW 7
2. EFFECT OF THIS STATEMENT 7
SECTION 2 – BUILDING MANAGEMENT COMMITTEE 8
PART ONE – ESTABLSHMENT AND COMPOSITION 8
3. ESTABLISHMENT AND COMPOSITION 8
PART TWO – REPRESENTATIVES 8
4. REPRESENTATIVES 8
PART THREE – FUNCTIONS 9
5. FUNCTIONS GENERALLY 9
6. FUNCTIONS RELATING TO MANAGERS 10
7. FUNCTIONS RELATING TO RULES 10
PART FOUR – OFFICERS 10
8. APPOINTMENT OF OFFICERS 10
9. FUNCTIONS OF OFFICERS 11
PART FIVE - MEETINGS 12
10. MEETINGS AND PROCEDURES FOR MEETINGS 12
PART SIX - VOTING 14
11. VOTING AT MEETINGS 14
PART SEVEN – BOOKS AND RECORDS 16
12. FUNCTIONS OF THE BUILDING MANAGEMENT COMMITTEE 16
13. LEVY CERTIFICATE 17
PART EIGHT – FUNCTIONS OF MEMBERS 17
14. FUNCTIONS OF MEMBERS 17
SECTION 3 – SHARED FACILITIES AND SHARED COSTS 19
PART ONE - SHARED FACILITIES 19
15. SHARED FACILITIES 19
PART TWO - SHARED COSTS 21
16. SHARED COSTS 21
PART THREE - REVIEW 22
17. REVIEW OF SHARED FACILITIES REGISTER 22
SECTION 4 – FINANCIAL AFFAIRS 24
18. FINANCIAL AFFAIRS 24
SECTION 5 – INSURANCE 27

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:4 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

19. INSURANCE OF THE BUILDING 27
20. INSURANCE OF PARTS OF THE BUILDING 28
21. FUNCTIONS OF PARTIES 28
22. EXCESS PAYMENT 29
SECTION 6 – CONDUCT AND ACTIVITIES 30
PART ONE - CONDUCT 30
23. PARTIES 30
24. OWNERS 31
PART TWO – ACTIVITIES 31
25. LAWS AND REQUIREMENTS OF AUTHORITIES 31
26. RETAIL AND COMMERCIAL ACTIVITIES 31
27. ACTIVITIES 32
28. WINDOW COVERINGS 33
29. LOADING DOCK 33
30. LOADING DOCK MANAGEMENT PLAN 33
SECTION 7 – MANAGERS 35
31. MANAGING AGENT 35
32. FACILITIES MANAGER 36
SECTION 8 – SERVICES AND OPERATIONS 37
PART ONE - SERVICES 37
33. SERVICES 37
PART ONE - OPERATIONS 37
34. SECURITY 37
35. FIRE EXIT AREAS 38
36. SIGNS 38
37. WASTE MANAGEMENT 39
38. CHARGES 40
39. FALSE FIRE ALARMS 40
SECTION 9 – PARKING 41
PART ONE – CAR PARK MANAGEMENT SYSTEM 41
40. CAR PARK MANAGEMENT SYSTEM 41
PART TWO – ENFORCEMENT 42
SECTION 10 – SUBDIVISION AND TRANSFER 45
PART ONE - SUBDIVISION 45
41. SUBDIVISION BY A STRATA PLAN 45
42. SUBDIVISION BY A STRATUM PLAN 46
PART TWO - TRANSFER 47

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:5 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

43. TRANSFER OF A STRATUM LOT 47
SECTION 11 –MAINTENANCE AND REPAIR, DAMAGE AND DESTRUCTION 48
PART ONE – MAINTENANCE AND REPAIR 48
44. MAINTENANCE AND REPAIR 48
PART TWO – DAMAGE AND DESTRUCTION 49
45. DAMAGE OR DESTRUCTION TO THE BUILDING 49
SECTION 12 – WORK AND DEVELOPMENT ACTIVITIES 52
PART ONE – RESIDENTIAL LOT 52
46. GENERAL 52
47. CARRYING OUT WORK 52
PART TWO – DEVELOPMENT PROPRIETOR 54
48. DEVELOPMENT ACTIVITIES BY THE DEVELOPMENT PROPRIETOR 54
SECTION 13 – DISPUTES 56
49. DISPUTE 56
50. PARTIES 56
51. NOTICE OF DISPUTE 56
52. OBLIGATION TO RESOLVE 57
53. EXPERT 57
54. OTHER ACTION 58
55. DISAGREEMENTS WHICH ARE NOT A DISPUTE 58
SECTION 14 – COMMUNICATION 60
56. CONTACT DETAILS 60
57. NOTICES 60
58. SERVICE OF NOTICES 60
SECTION 15 – GENERAL 62
PART ONE - AMENDMENTS TO STATEMENT 62
59. AMENDMENTS 62
60. OBLIGATIONS 62
PART TWO - LEGAL PROCEEDINGS 62
61. LEGAL PROCEEDINGS 62
PART THREE- GENERAL 63
62. WAIVER 63
63. EXERCISE OF RIGHTS 63
64. SEVERANCE 63
SECTION 16 – DICTIONARY AND INTERPRETATION 64
PART ONE- DICTIONARY 64
PART ONE- INTERPRETATION 70

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:6 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only
18/09/2025	SP109977

SECTION 17 – SHARED FACILITIES 72
PART TWO – SHARED FACILITIES REGISTER 73
PART THREE - COST ALLOCATION METHODS 92
PART FOUR - COST ALLOCATION DATA 93
PART FIVE – SHARED FACILITIES PLAN 94

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:7 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only
18/09/2025	SP109977

SECTION 1 – INTRODUCTION

1. OVERVIEW

1.1 The Building

(a) The Building to which this Statement relates is a mixed use building comprising the several separate parts described in the Particulars.

(b) Each part is comprised within the Stratum Lot described in the Particulars.

(c) Where a Stratum Lot is subdivided under the Legislation, a Strata Scheme is created.

1.2 Legislation

This Statement:

(a) governs the arrangements between each of those separate parts; and

(b) has been entered into pursuant to Part 6 Division 1 of the *Strata Schemes Development Act 2015* (NSW).

1.3 Management of the Building

The Building is managed by a committee called the Building Management Committee (see Section 2 for more information on the committee).

2. EFFECT OF THIS STATEMENT

2.1 Effect

This Statement has effect as an agreement under seal binding the parties referred to on sheet 1 of this Statement.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:8 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SECTION 2 – BUILDING MANAGEMENT COMMITTEE

PART ONE – ESTABLSHMENT AND COMPOSITION

3. ESTABLISHMENT AND COMPOSITION

3.1 Establishment

Registration of this Statement establishes the Building Management Committee.

3.2 Members

(a) Where the part of the Building is a Stratum Lot subdivided under the Legislation, the Member is the Owners Corporation constituted on registration of the Strata Plan of that Stratum Lot.

(b) Where the part of the Building is a Stratum Lot that has not been subdivided under the Legislation, the Member is the Owner of that Stratum Lot.

PART TWO – REPRESENTATIVES

4. REPRESENTATIVES

4.1 Appointment

(a) Each Member:

(i) must appoint a Representative to represent it on the Building Management Committee;

(ii) may appoint a Substitute Representative to attend a particular meeting or meetings which the Representative is unable to attend: this is the only Function of the Substitute Representative;

(iii) may change its Representative at any time;

(iv) may change its Substitute Representative at any time; and

(v) must ensure the Building Management Committee has at all times up to date details of the name, address and contact details of its Representative and Substitute Representative.

(b) Anything done by a Representative or Substitute Representative of a Member has the same effect as if done by the Member.

4.2 Functions of Members

(a) A Member must change its Representative or Substitute Representative if a motion requesting this to occur is passed at a meeting of the Building Management Committee at which all Members vote in favour of the motion (other than the Member who is being asked to change its Representative or Substitute Representative).

(b) Each Member must give all necessary directions to its Representative and Substitute Representative to enable that party to vote at meetings of the Building Management Committee.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:9 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

4.3 Functions of Owners Corporations

Where the Member is an Owners Corporation:

(a) the Representative and Substitute Representative must be a member of the Strata Committee of that Owners Corporation;

(b) the Owners Corporation must give all necessary directions to its Representative and Substitute Representative to enable those parties to exercise their Functions in this Statement;

(c) the Representative must give the Strata Committee of that Owners Corporation prior written notice of any meeting of the Building Management Committee where the Representative or Substitute Representative will be voting on motions at that meeting on behalf of the Owners Corporation: the notice must include a copy of the notice of the meeting and all relevant information on the matters the subject of the meeting; and

(d) the Representative and Substitute Representative must abide by the directions and decisions of the Strata Committee of that Owners Corporation (or the Owners Corporation in general meeting) when performing their Functions at meetings of the Building Management Committee.

PART THREE – FUNCTIONS

5. FUNCTIONS GENERALLY

5.1 Functions of Building Management Committee

(a) The Building Management Committee must carry out its Functions in this Statement in the manner required by this Statement and the Legislation.

(b) The Building Management Committee may only exercise its Functions in accordance with decisions made at a properly convened meeting of the Building Management Committee.

5.2 Power to contract

In the exercise of its Functions, the Building Management Committee may:

(a) enter into contracts with a third party to assist it in the exercise of its Functions;

(b) engage consultants, experts, lawyers and other such parties; and

(c) appoint any party its agent to enter into contracts or other arrangements on behalf of the Building Management Committee.

5.3 Power to remedy

(a) The Building Management Committee may do anything on or in connection with a Lot that should have been done by the Owner of the Lot either under this Statement, a Rule or a Law which has not been done or has not been done properly.

(b) In carrying out its Functions, the Building Management Committee may:

(i) enter and remain on the Lot for as long as is reasonably necessary;

(ii) carry out the act for thing; and

(iii) recover appropriate costs from the Owner of the Lot.

(c) The Building Management Committee my recover monies owing to it under this clause as a debt in any competent court of jurisdiction.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:10 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(d) During the period an amount payable under this by-law remains unpaid by the Owner, interest on that unpaid amount is payable to the Building Management Committee by the Owner, such interest to be payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

6. FUNCTIONS RELATING TO MANAGERS

6.1 Appointment of Managers

The Building Management Committee:

(a) must appoint a Managing Agent; and

(b) must appoint a Facilities Manager.

7. FUNCTIONS RELATING TO RULES

7.1 Power in Building Management Committee

(a) The Building Management Committee may make Rules in connection with:

(i) access to and use of the Shared Facilities; and

(ii) matters arising out of this Statement.

(b) The Building Management Committee may amend or repeal any Rule it has made.

7.2 Communicating Rules

(a) The Building Management Committee must promptly send to each Member a copy of any Rule or amended Rule.

(b) Members who are Owners Corporations must communicate any new Rule and any amendment to any Rule to the Owners of Strata Lots in its part of the Building within 14 days of receiving notification of it.

(c) Owners of Strata Lots must communicate any new Rule or any amendment to any Rule to the Occupier of its Lot within 14 days of receiving notification of it.

(d) Members who are Owners of a Stratum Lot must communicate any new Rule and any amendment to any Rule to the Occupiers of its Stratum Lot within 14 day of receiving notification of it.

7.3 Inconsistency

Any Rule and any amendment to a Rule must not be inconsistent with this Statement or the Legislation.

7.4 Parties must comply

Parties are bound by, and must comply with, all Rules and all amendments to Rules made by the Building Management Committee in accordance with this clause.

PART FOUR – OFFICERS

8. APPOINTMENT OF OFFICERS

8.1 Functions of Building Management Committee

(a) The Building Management Committee:

(i) must appoint a Chairperson for each meeting;

(ii) must appoint a Secretary;

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:11 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(iii) must appoint a Treasurer;

(iv) may appoint any other Officer considered necessary by the Building Management Committee; and

(v) must state the duties of an Officer on appointment if the Building Management Committee requires the Officer to perform the Officer's duties under its directions.

(b) The Building Management Committee may by Unanimous Resolution at any time at a properly convened meeting:

(i) terminate the appointment of an Officer;

(ii) appoint a new Officer; and

(iii) appoint the same person to hold one or more of the positions referred to in clause 8(a).

8.2 Eligibility

(a) To be eligible for appointment, an Officer must be a Representative or a Substitute Representative.

(b) An Officer ceases to be an Officer in the following circumstances:

(i) they cease to be a Representative or Substitute Representative;

(ii) they are dismissed by the Building Management Committee;

(iii) the Building Management Committee appoints a replacement Officer to fill their position; or

(iv) the Officer resigns in writing from their position.

9. FUNCTIONS OF OFFICERS

9.1 Secretary

The Functions of the Secretary are to:

(a) perform the administrative, bookkeeping and secretarial Functions of the Building Management Committee;

(b) convene meetings;

(c) prepare and distribute notices and minutes of meetings; and

(d) keep the books and records.

9.2 Treasurer

The Functions of the Treasurer are to:

(a) prepare budgets;

(b) prepare financial statements;

(c) send out notices for, and collect and bank contributions to, the Administrative Fund and the Capital Works Fund;

(d) pay accounts; and

(e) keep the accounting records of the Building Management Committee.

9.3 Chairperson

(a) The Function of the Chairperson is to preside at those meetings of the Building Management Committee which he attends.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:12 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(b) If the Chairperson does not attend a meeting, by a majority vote on a show of hands the Representatives or Substitute Representatives present at that meeting may appoint another Representative or Substitute Representative to chair that meeting.

PART FIVE - MEETINGS

10. MEETINGS AND PROCEDURES FOR MEETINGS

10.1 Meetings

The Building Management Committee must hold a meeting if:

(a) requested by notice in writing by a Member to convene the meeting;

(b) the Building Management Committee resolves to hold the meeting;

(c) the Managing Agent calls the meeting (if the Managing Agent has been delegated that Function);

(d) no other meeting has been held in the preceding 6 month period; or

(e) the Building Management Committee is otherwise required to do so under this Statement or the Legislation.

10.2 Request for meeting

(a) A request for a meeting must:

(i) contain the terms of the proposed motion;

(ii) contain an explanation of the motion in no more than 300 words; and

(iii) be signed by the Representative or Substitute Representative of the Member requesting the meeting.

(b) A meeting must be called within 10 Business Days of receiving a written notice from a Member calling for a meeting.

(c) The Building Management Committee is not obliged to hold a meeting in accordance with a request from a Member who at the time of making the request has not paid to the Building Management Committee all monies due and payable by it to the Building Management Committee.

10.3 Convening meetings

A meeting may be convened only by:

(a) the Secretary;

(b) another Officer if the Secretary is absent or unable to convene the meeting; or

(c) the Managing Agent (if the Managing Agent has been delegated that Function).

10.4 Notice of meetings

(a) Notices to a Member of meetings must be addressed to the Representative of the Member as notified under clause 56.1.

(b) At least 5 Business Days' notice of a meeting must be given to each Member. Prior to that notice, at least 8 Business Days' notice of the proposed meeting must be given to each Member (so as to enable any Member to submit a motion in accordance with clause 10.11(c).

(c) In the case of an emergency, shorter notice may be given.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:13 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

10.5 Service of notices for meetings

Notices of a meeting may only be sent in the manner provided by clause 10.4.

10.6 Quorum

(a) A quorum must be present at a meeting before the Building Management Committee may vote on any motion.

(b) If the Building Management Committee comprises up to (and including) two Members, a quorum for a meeting is the Representative or Substitute Representative of each Member.

(c) If the Building Management Committee comprises more than two Members, a quorum for a meeting is the Representative or Substitute Representative of a majority of Members.

(d) If a quorum is not present within half an hour from the time appointed for a meeting, the meeting is adjourned to be held on the fourth Business Day following the meeting unless within the two Business Days following the meeting there is written agreement between all Members to hold the adjourned meeting on a different day, in which event the adjourned meeting must be held on that day.

(e) The Building Management Committee must hold the adjourned meeting at the same time and at the same place notified for the original meeting.

(f) The quorum for the adjourned meeting is that number of Representatives or Substitute Representatives present at the time appointed for the adjourned meeting.

(g) At an adjourned meeting, one Representative or Substitute Representative constitutes a quorum.

10.7 Attendance at meetings

(a) Owners of Stratum Lots who are not a Representative or a Substitute Representative may not attend any meeting of the Building Management Committee.

(b) Occupiers of Stratum Lots may not attend any meeting of the Building Management Committee.

(c) Owners and Occupiers of Strata Lots may not attend any meeting of the Building Management Committee.

10.8 Meetings held in writing

The Building Management Committee may hold a meeting in writing and Representatives and Substitute Representatives may vote in writing if:

(a) notice of the meeting is served according to this Statement;

(b) the notice is accompanied by a voting paper; and

(c) the required number of Members approve the motions in the agenda, complete their voting paper and return it to the person who convened the meeting before the meeting is due to commence.

10.9 Chairperson

Meetings must be chaired by the Chairperson or the other person appointed in accordance with clause 9.3(b).

10.10 Minutes

Minutes of the meeting must be distributed to each Member within 10 Business Days of the meeting.

10.11 Code of conduct

(a) Members, their Representative and Substitute Representative must comply with the code of conduct in this clause.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:14 of 104
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(b) Only items that are motions on the notice of a meeting may be discussed at the meeting.

(c) Only items that are motions on the notice of a meeting may be the subject of a resolution at the meeting.

(d) Any issue or proposal from a Member for consideration at a meeting must be the subject of a motion and must be submitted to the Managing Agent by 5pm on the day that is at least 7 Business Days prior to the date of the meeting.

The motion must:

(i) contain no more than 300 words and include an explanation of the motion; and

(ii) be signed by the Representative or Substitute Representative of the Member requesting the motion.

(e) At any meeting that is not held in writing, a Member may only be represented by one person being either the Representative or Substitute Representative of that Member: no other person in any capacity may attend the meeting on behalf of that Member.

(f) If a person not entitled to attend a meeting fails to leave the meeting place following a direction from the Chairperson to that effect, the Chairperson must close the meeting and motions not considered at that time must be included in the agenda of the next meeting.

(g) Representatives and Substitute Representatives:

(i) must act in the best interest of the Member they represent;

(ii) must act honestly and fairly in exercising their Functions;

(iii) must exercise reasonable care and diligence in exercising their Functions; and

(iv) must not engage in unconscionable conduct when exercising their Functions.

(h) Persons in attendance at any meeting must observe the following rules of conduct:

(i) speak respectfully and politely using a moderate voice;

(ii) respect other people's personal space and property;

(iii) remain on topic;

(iv) refrain from using words, gestures and body language that make others feel uncomfortable, threatened or intimidated;

(v) speak only once on each issue; and

(vi) not interrupt others when they are speaking.

PART SIX - VOTING

11. VOTING AT MEETINGS

11.1 Voting entitlement

(a) The Member for the Stratum Lot in the left hand column of the Voting Table has the number of votes on motions at meetings of the Building Management Committee set out in the right hand column of the table.

(b) If a Stratum Lot is subdivided by a Strata Plan then membership and voting rights are governed by clause 41 and if a Stratum Lot is subdivided into further Stratum Lots then membership and voting rights are governed by clause 42.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:15 of 104
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18/09/2025		SP109977

11.2 Decisions

(a) Subject to the provisions of this Statement, voting is by each Member through its Representative or Substitute Representative.

(b) Decisions of the Building Management Committee may only be made at a properly convened meeting of the Building Management Committee by a Unanimous Resolution.

11.3 When a Unanimous Resolution cannot be reached

(a) If a Unanimous Resolution is not achieved on a motion at a meeting, the, then the motion must be deferred to a second meeting to be held at the same time and place 2 Business Days after the first adjourned meeting.

(b) A Deadlock on the motion occurs if a Unanimous Resolution is not reached on that motion at the second meeting.

(c) Where a Deadlock occurs, a Dispute is deemed to have arisen between the Members to be determined in accordance with the Dispute Clause. A Member may serve a notice under the Dispute Clause at any time after a Dispute is deemed to have arisen and before the Dispute is settled.

11.4 Instructions by a Member

A Representative or a Substitute Representative must vote at a meeting according to the instructions given by the Member who appointed the Representative or Substitute Representative.

11.5 Other means of voting

(a) Voting at a meeting of the Building Management Committee may also take place:

(i) by means of teleconference, video-conference, email or other electronic means while participating in a meeting from a remote location; and

(ii) by means of email or other electronic means before the meeting at which the matter is to be determined.

(b) Without limiting subclause (a), the other means of electronic voting may include requiring voters to access a voting website and to vote in accordance with directions contained in that website.

(c) Motions may only be determined wholly by pre-meeting electronic voting and not partly by pre-meeting electronic voting.

(d) A motion that is to be determined wholly by pre-meeting electronic voting must not be amended at the meeting.

11.6 Restrictions on voting

(a) A Member is only entitled to vote at a meeting of the Building Management Committee if the Member has paid to the Building Management Committee all monies which are due and payable by it to the Building Management Committee immediately before the meeting commences.

(b) The Representative or Substitute Representative who is the Chairperson does not have a casting vote at meetings of the Building Management Committee.

(c) A Member may vote on a motion regarding a Shared Facility only if the Member contributes towards the cost of the Shared Facility or the motion, if passed, has the effect of requiring the Member to contribute towards the cost of the Shared Facility.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:16 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

PART SEVEN – BOOKS AND RECORDS

12. FUNCTIONS OF THE BUILDING MANAGEMENT COMMITTEE

12.1 Books and records

(a) The Building Management Committee:

(i) must keep records and books of account of all the amounts payable and payments made under this Statement;

(ii) must enter all matters and transactions usually entered in books of account kept by property managers; and

(iii) must keep copies of notices given or received, agendas, motions and minutes.

(b) The Building Management Committee must keep records and information regarding all matters in connection with the Shared Facilities including, without limitation, copies of all maintenance agreements relating to the Shared Facilities.

12.2 Members' Roll

(a) The Building Management Committee must prepare and maintain a Members' Roll.

(b) The Members' Roll must contain entries for each Member, including:

(i) the Member's name;

(ii) the name of the Member's Representative and contact details of that Representative for service of notices: including an Australian postal address, an email address and telephone numbers; and

(iii) the name of the Member's Substitute Representative and contact details of that Substitute Representative for service of notices: including an Australian postal address, an email address and telephone numbers.

12.3 Inspection

(a) The Building Management Committee must make the records and books of the Building Management Committee available for inspection during normal business hours on application by:

(i) a Member;

(ii) the Owner of a Stratum Lot;

(iii) the Owner of a Strata Lot; or

(iv) any party authorised in writing by any of the other parties referred to in this clause 12.3(a).

(b) The Building Management Committee may charge an inspection fee which it may require to be paid prior to complying with its obligations in this clause 12.3.

(c) The procedures for inspecting the records and books of the Building Management Committee are:

(i) the applicant must make an application in writing to the Managing Agent;

(ii) the applicant must pay the Building Management Committee an inspection fee of an amount prescribed by the Management Act: if no amount is prescribed by the Management Act the amount as determined by the Building Management Committee; and

(iii) the Secretary or Managing Agent must make the records and books of the Building Management Committee available to the applicant within 5 Business Days after the written application for it has been properly made.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:17 of 104
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13. LEVY CERTIFICATE

13.1 Information in Levy Certificate

(a) A Levy Certificate from the Building Management Committee must contain the following information:

(i) the amount of any regular periodic contribution determined by the Building Management Committee to the Administrative Fund and the Capital Works Fund, the periods for which those contributions are payable and any discounts applicable for early payment;

(ii) whether any contribution in respect of the Lot the subject of the application is unpaid, and if so, the amount unpaid and the date it was levied;

(iii) whether there is any amount recoverable from the Owner of the Lot the subject of the application for work carried out by the Building Management Committee;

(iv) any amount and rate of interest payable in relation to any unpaid contribution; or

(v) such other information as determined by the Building Management Committee.

(b) The certificate must be in the form prescribed by the Management Act: if there is no prescribed form the certificate must in such form as prescribed by the Building Management Committee from time to time.

(c) The Building Management Committee must provide a Levy Certificate on application by:

(i) a Member;

(ii) the Owner of a Stratum Lot;

(iii) the Owner of a Strata Lot; and

(iv) any Party authorised by any of the other parties referred to in this clause 13(c).

(d) The Building Management Committee may charge a fee for issuing a Levy Certificate, which must be paid to the Building Management Committee prior to the issue of the Levy Certificate.

(e) The procedures to apply for a Levy Certificate are:

(i) the applicant must make an application in writing to the Managing Agent;

(ii) the applicant must pay the Building Management Committee a fee of an amount prescribed by the Management Act or as determined by the Building Management Committee; and

(iii) the Secretary or Managing Agent must issue the Levy Certificate to the applicant within 5 Business Days after the written application for it has been properly made.

PART EIGHT – FUNCTIONS OF MEMBERS

14. FUNCTIONS OF MEMBERS

14.1 General

(a) Each Member must promptly comply with its obligations as a Member under this Statement.

(b) Each Member must not:

(i) do or refrain from doing any act that would place the Building Management Committee in breach of its Functions in this Statement or the Legislation; and

(ii) do or refrain from doing any act that would prevent the Building Management Committee carrying out any of its Functions in this Statement or the Legislation.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:18 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only
18/09/2025	SP109977

14.2 Functions regarding Building Management Committee

Each Member must:

(a) ensure the Building Management Committee remains properly constituted in accordance with this Statement and the Legislation;

(b) cause or permit the Building Management Committee to carry out its Functions under this Statement;

(c) cause or permit the implementation of decisions of the Building Management Committee;

(d) promptly comply with the proper and lawful directions of the Building Management Committee;

(e) promptly comply with notices properly and lawfully issued to it by the Building Management Committee;

(f) ensure the Building Management Committee effects and maintains the Insurances;

(g) ensure the Building Management Committee convenes an annual general meeting at least once a Year; and

(h) execute any Document required to be executed by it necessary to implement decisions of the Building Management Committee.

14.3 Functions regarding Shared Facilities

Each Member must permit unrestricted access to the Shared Facilities which are located in its part of the Building by:

(a) the Building Management Committee;

(b) the Facilities Manager;

(c) any party to whom the Building Management Committee may have contracted to Repair the Shared Facilities;

(d) any person authorised by the Building Management Committee; and

(e) any other person authorised by this Statement.

14.4 By-laws

(a) If the by-laws for a Strata Scheme are breached then, at the request of the Building Management Committee, the Owners Corporation for that scheme must do all things necessary to enforce the by-laws against the party who has breached the by-laws.

(b) Each Member who is an Owners Corporation must ensure the by-laws for its Strata Scheme are not inconsistent with this Statement. If there is inconsistency, then at the next annual general meeting following a request from the Building Management Committee, the Owners Corporation must pass the necessary resolutions to amend its by-laws to rectify the inconsistency.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:19 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

SECTION 3 – SHARED FACILITIES AND SHARED COSTS

PART ONE - SHARED FACILITIES

15. SHARED FACILITIES

15.1 Shared Facilities

(a) Shared Facilities are those facilities and services which are contained in one part of the Building and shared with or used by other parts of the Building.

(b) Each Shared Facility includes:

(i) any alteration to, addition to or replacement of it;

(ii) the items of Apparatus connected to or forming part of it;

(iii) the items of Apparatus required to operate it;

(iv) any room or area in which it is located;

(v) associated equipment, fixtures, fittings and furniture;

(vi) associated signage; and

(vii) parts or consumables used in connection with its operation and Repair.

15.2 Shared Facilities Register

(a) The Shared Facilities Register identifies the Shared Facilities and the allocation of the costs for those Shared Facilities.

(b) The location of each Shared Facility is shown on the Shared Facilities Plan (by the corresponding number on the Shared Facilities Register).

(c) Changes may occur to the Shared Facilities Register:

(i) in accordance with the review process in this Section; and

(ii) by the Building Management Committee amending this Statement in the manner provided by this Statement.

(d) Parties:

(i) acknowledge the information in the Shared Facilities Register at the date of registration of this Statement was determined by a Shared Facilities Consultant; and

(ii) agree the Shared Facilities and the Shared Costs in the Shared Facilities Register at the date of registration of this Statement reflect the true and accurate position in connection with those matters.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:20 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

15.3 Responsibility of the Building Management Committee

Unless the responsibility lies with another Party in accordance with the terms of this Statement, in respect of each Shared Facility the Building Management Committee must:

(a) operate it;

(b) keep it safe;

(c) keep it clean;

(d) keep it in good and substantial repair, order and condition in the manner required by this Statement;

(e) replace it when necessary;

(f) ensure the required Insurances are effected for it;

(g) have in place a regular maintenance contract for it (if considered necessary by the Building Management Committee or if required by Law);

(h) arrange for inspection if required by any Authority or any Law; and

(i) obtain all relevant certifications required by any Authority or any Law.

15.4 Use of Shared Facilities

(a) The Members entitled to access and use a Shared Facility are identified in the Shared Facilities Register.

(b) Where the Member is an Owners Corporation, Owners and Occupiers of Strata Lots in that Member's Strata Scheme are entitled to use the Shared Facility (subject to this Statement and any by-laws of the Strata Scheme).

(c) Where the Member is the Owner of a Stratum Lot, Occupiers of that Stratum Lot are entitled to use the Shared Facility (subject to this Statement and any agreement to the contrary the Stratum Lot Owner may have with an Occupier in the Stratum Lot).

(d) Each Party entitled to access and use a Shared Facility:

(i) may only do so subject to the provisions of this Statement;

(ii) may only use it for its intended purpose;

(iii) may only use it for the purpose for which it was intended, designed or installed;

(iv) must notify the Building Management Committee of any damage to or defect in it immediately becoming aware of any such damage or defect; and

(v) must compensate the Building Management Committee for any damage to it caused by the Party, its visitors, contractors, employees or any other person under its control.

15.5 General Functions of Members

(a) Each Member must permit the following parties with workmen, tools, plant and equipment unrestricted access to its part of the Building to enable those parties to exercise their Functions in connection with the Shared Facilities:

(i) the Building Management Committee;

(ii) the Facilities Manager;

(iii) any party to whom the Building Management Committee or the Facilities Manager may have contracted to Repair the Shared Facilities; and

(iv) any other person authorised by this Statement.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:21 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(b) Each Member authorises the Building Management Committee for perform is Functions in respect of those parts of the Building which are Shared Facilities.

15.6 Warranties

(a) If repair or maintenance work is required to a Shared Facility or if a Shared Facility requires replacement and that Shared Facility or the Member in whose part of the Building the Shared Facility is located has the benefit of a warranty (whether implied by legislation, in contract or otherwise), then if requested by the Building Management Committee that Member must do all that is necessary to have the relevant Shared Facility Repaired and replaced under the warranty.

(b) If requested by the Building Management Committee, the Member in whose part of the Building the Shared Facility is located must (if it is possible to do so) assign or novate the benefit of any warranty to the Building Management Committee to enable the Building Management Committee to carry out its Functions and if necessary or appropriate enforce the warranty.

15.7 Defects

(a) Defects in any Shared Facility are the responsibility of the Building Management Committee.

(b) Immediately upon request to do so by the Building Management Committee, the Member in whose part of the Building the defect occurs must (if it is possible to do so) assign or novate the benefit of any warranty to the Building Management Committee to enable the Building Management Committee to carry out its Functions.

(c) Immediately upon request to do so by the Building Management Committee:

(i) the Member receiving the request must permit the Building Management Committee and all parties authorised by it to access the Member's part of the Building in connection with any matter relating to defects in Shared Facilities; and

(ii) the Member in whose part of the Building a defect occurs must permit the Building Management Committee and all parties authorised by it to access the Member's part of the Building to attend to the defect.

PART TWO - SHARED COSTS

16. SHARED COSTS

16.1 What are Shared Costs?

(a) Shared Costs are the costs and expenses incurred by the Building Management Committee in carrying out its Functions in connection with the Shared Facilities.

(b) Shared Costs include:

(i) the costs and expenses in connection with the Shared Facilities;

(ii) the costs and expenses of the services provided to the Building Management Committee;

(iii) the costs and expenses in connection with the Insurances; and

(iv) any cost which the Building Management Committee determines is a cost.

16.2 Apportionment of Shared Costs

(a) The proportion of the Shared Costs payable by Members in connection with the Shared Facilities are set out in the Shared Facilities Register.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:22 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(b) If there is no apportionment of the cost of a Shared Facility and costs are incurred in connection with that Shared Facility, the Building Management Committee may determine that proportion by Unanimous Resolution.

(c) The respective proportions for the Insurances in the Shared Facilities Register are the relative proportion of replacement cost value as required by the Management Act.

16.3 Functions of Building Management Committee and Members

(a) The Building Management Committee must levy contributions on Members to meet the Shared Costs.

(b) Members must pay those contributions in the proportions and in the manner provided by this Statement.

PART THREE - REVIEW

17. REVIEW OF SHARED FACILITIES REGISTER

17.1 Functions of Building Management Committee

(a) The Building Management Committee must review the Shared Facilities Register in the manner required by this clause.

(b) The Building Management Committee must review the Shared Facilities Register as soon as practicable (and in any event not later than 28 days) after it becomes aware of any change in the Shared Facilities Register (including any change in the use of a Shared Facility) and, in any event, every 5 years.

17.2 Reviews

(a) The review when there is a change in the Shared Facilities Register (including any change in the use of a Shared Facility) must take place as follows:

(i) the Building Management Committee must appoint a Shared Facilities Consultant to conduct a review of the Shared Facilities Register as a result of the change; and

(ii) the Building Management Committee must instruct the appointed party:

(A) to conduct the review and make the determination based on the assumption that, other than the identified change which has caused the review, the Shared Facilities Register contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and

(B) to complete the review and make the determination within 28 days of the appointment.

(b) A 5 year review must take place as follows:

(i) the Building Management Committee must make an assessment as to whether or not there has been a change in the Shared Facilities Register (including any change in the use of a Shared Facility) since the later of a review in accordance with clause 17.2 and the relevant 5 year review;

(ii) to enable the Building Management Committee to make the assessment, it must make enquiries of each Member to ascertain whether or not that Member has made a change in the Shared Facilities or changed its use of the Shared Facilities and it may also (but is not obliged to) appoint a Shared Facilities Consultant to make that assessment;

(iii) if there has been a change, the Building Management Committee must appoint a Shared Facilities Consultant to review the Shared Facilities Register as a result of that change (it may be the same consultant appointed pursuant to clause 15.2(a));

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:23 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(iv) the Building Management Committee must instruct the consultant:

(A) to make a determination based on the assumption that, other than the identified change, the Shared Facilities Register contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and

(B) to make the determination within 28 Business Days of the appointment; and

(v) if there has not been a change, the Building Management Committee need not take any further action as part of the relevant 5 year review.

(c) The Shared Facilities Consultant appointed to conduct a review acts as an expert and not an arbitrator.

(d) In the absence of manifest error, the Building Management Committee is bound by the determination of the Shared Facilities Consultant.

(e) The Shared Facilities Consultant must be a party who is not connected to the Original Owner and who has experience in identifying Shared Facilities and their cost allocation.

17.3 Amending Statement following a review

(a) If as a result of a review a change is required to the Shared Facilities Register requiring an amendment to this Statement, the Building Management Committee must put in place arrangements to effect the amendment.

(b) At its cost, the Building Management Committee must cause to have the relevant Documents registered at LRS to effect the amendment.

(c) Members and Parties must do all that is necessary on their part to enable the Building Management Committee to fulfil its obligations in this clause, including:

(i) voting in the appropriate manner at the relevant meeting;

(ii) signing all relevant Documents; and

(iii) procuring any mortgagee to sign relevant Documents.

(d) Without limiting the generality of the preceding subclause, Members who are an Owners Corporation must approve the amendment in general meeting in accordance with a special resolution and must do so as soon as practicable after the relevant meeting of the Building Management Committee approving the amendment.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:24 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

SECTION 4 – FINANCIAL AFFAIRS

18. FINANCIAL AFFAIRS

18.1 Administrative Fund and Capital Works Fund

(a) The Building Management Committee must establish an Administrative Fund and a Capital Works Fund within one month after the registration of this Statement and keep those funds in place once established.

(b) The Administrative Fund must be used to:

(i) pay the day to day expenses of operating, cleaning, maintaining and Repairing the Shared Facilities;

(ii) pay the premium for the Insurances; and

(iii) pay any other costs which are not Capital Works Fund costs.

(c) The Building Management Committee must use the Capital Works Fund to pay all costs for renewing, upgrading and replacing the Shared Facilities.

18.2 Budget

(a) The Building Management Committee must determine a budget for each Year.

(b) Each budget must be based on an estimate of the costs and expenditures to:

(i) pay Shared Costs; and

(ii) satisfy any obligation of the Building Management Committee under this Statement, the Legislation or any other Law.

(c) Each budget must contain itemised details of:

(i) each Shared Facility for which a Member is responsible to contribute;

(ii) each item of Insurance for which a Member is responsible to contribute;

(iii) the amount which each Member must contribute to the Administrative Fund for each Shared Facility;

(iv) the amount which each Member must contribute to the Capital Works Fund for each Shared Facility; and

(v) the amount which each Member must contribute to each item of Insurance.

18.3 Contributions

(a) The Building Management Committee must determine the amount of the contributions it will need for the Administrative Fund and the Capital Works Fund for each Year. The amount of the contributions must be based on the budget for the relevant Year.

(b) The Building Management Committee must levy Members their contributions to the Administrative Fund and Capital Works Fund in accordance with each of their relevant proportions.

(c) Contributions are due and payable by Members for any period determined by the Building Management Committee, which, in the absence of agreement, must be quarterly.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:25 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

18.4 Additional amounts payable

If the amounts payable or paid under clause 18.3are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to either the Administrative Fund or the Capital Works Fund to enable the Building Management Committee to carry out its obligations under this Statement and the Legislation.

18.5 Payment by Members

(a) Each Member must pay each levy contribution within 30 days of the due date for the payment of the levy.

(b) If a Member fails to pay in accordance with clause 18.4 or clause 18.5(a), it becomes a Defaulting Member.

18.6 Interest for late payment and debt recovery fees

(a) A Defaulting Member must pay interest on each amount payable by it but not paid within 30 days of the due date, with the interest being calculated from and including the date on which the payment was due until the date it is paid.

(b) The Building Management Committee must calculate interest on daily balances at the same rate payable on unpaid levies under the Management Act.

(c) A Defaulting Member must reimburse the Building Management Committee the costs incurred by it in pursuing the late payment of any amount owing to the Building Management Committee. The costs may include the debt recovery fees charged by a debt collector engaged by the Building Management Committee or the Managing Agent.

18.7 Financial statement

As soon as practicable, but no later than 3 months after the expiration of each 12 month period, the Building Management Committee must provide each Member with an audited financial statement of the funds in the Administrative Fund and the Capital Works Fund.

18.8 Additional amounts payable

If the amounts payable or paid under clause 18.4 are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to either the Administrative Fund or the Capital Works Fund to enable the Building Management Committee to carry out its obligations under this Statement and the Legislation.

18.9 Deposit of moneys

(a) The Building Management Committee must open accounts for the Administrative Fund and Capital Works Fund with its bank, building society or credit union.

(b) The Building Management Committee must:

(i) deposit into the Administrative Fund all money received from Members as contributions to the Administrative Fund; and

(ii) deposit into the Capital Works Fund all money received from Members as contributions to the Capital Works Fund.

(c) The Building Management Committee must pay all invoices, statements and accounts of the Building Management Committee out of either the Administrative Fund or the Capital Works Fund in the manner required by clauses 18.1(a) and 18.1(c).

(d) Interest accrued on monies in the Administrative Fund must be credited to Administrative Fund and interest accrued on monies in the Capital Works Fund must be credited to the Capital Works Fund.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:26 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

18.10 Surplus funds

(a) The Building Management Committee may distribute surplus funds in the proportion in which each Member contributed to the surplus funds.

(b) The decision to distribute surplus funds must be by way of Unanimous Resolution.

18.11 Dispute

(a) If there is a Dispute about the payment of a contribution, before resolution of the Dispute, the disputing Member must pay the amounts advised.

(b) After resolution of the Dispute, the Building Management Committee must make an appropriate adjustment, payment or refund.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:27 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

SECTION 5 – INSURANCE

19. INSURANCE OF THE BUILDING

19.1 Insurances

(a) Each Member must insure the Building and keep the Building insured under a Damage Policy in accordance with its obligations in the Legislation.

(b) In addition to the Damage Policy, each Member agrees policies for the following insurances must be effected:

(i) machinery breakdown insurance for each Shared Facility;

(ii) public liability insurance for each Shared Facility;

(iii) workers compensation if required by Law in connection with workers engaged by or contracted to the Building Management Committee; and

(iv) any other insurance decided by the Building Management Committee.

19.2 Functions of Building Management Committee

(a) The Building Management Committee must instruct the insurance broker appointed by the Building Management Committee to effect the Insurances:

(i) in the joint names of the Members for their respective rights and interest; and

(ii) if applicable, in the name of a mortgagee under a mortgage for that Member's respective rights and interests.

(b) The Building Management Committee is not obliged to arrange machinery breakdown insurance for a Shared Facility that is covered under warranty.

19.3 Functions of Members

(a) Members agree the Insurances will be arranged by the Building Management Committee in the manner provided by this Section.

(b) Members agree to do all things necessary to assist the Building Management Committee in its Functions in this Section.

(c) Without limiting the previous sub clause, so as to ensure the Building Management Committee has sufficient funds to pay for the Insurances within the time required by the relevant policy, each Member agrees it will pay within the time required by the relevant contribution levied on it by the Building Management Committee its proportion of the Insurances and must do so even if there is a Dispute about the Insurances.

19.4 Review Insurances

The Building Management Committee must:

(a) review the Insurances at least once every 12 months;

(b) have the Building valued for insurance purposes by a qualified valuer at least once every 5 years; and

(c) immediately effect new insurances or adjust existing Insurances if there is an increase in or a new risk to the Building.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:28 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

19.5 Payment of premiums

Premiums on the policies for the Insurances effected by the Building Management Committee must be paid by the Members according to the proportion that the replacement value of their part of the Building bears to the replacement value of the whole Building as required by section 162 of the Management Act.

20. INSURANCE OF PARTS OF THE BUILDING

20.1 Functions of Members

(a) Each Member must put in place arrangements so that at all times there is in place policies for the following:

(i) public liability insurance for its part of the Building;

(ii) machinery breakdown insurance for plant and equipment for its part of the Building;

(iii) insurance to cover legal defence costs;

(iv) workers compensation insurance (if applicable); and

(v) if the Member is an Owners Corporation:

(A) contents insurance for its Common Property; and

(B) office bearers liability insurance.

(b) Members are not obliged to:

(i) effect insurance for any item of plant and equipment that is a Shared Facility; or

(ii) effect machinery breakdown insurance for any item of plant and equipment covered under warranty.

(c) The policy for each insurance must be effected with the same insurer appointed by the Building Management Committee for that particular type of insurance.

(d) Within 5 Business Days of a request to a Member from the Building Management Committee, the Member must provide the Building Management Committee with a certificate of currency for each of the policies of insurance the Member is obliged to effect.

21. FUNCTIONS OF PARTIES

21.1 Affect Insurances by Building Management Committee

(a) A Party must not at any time do anything that might:

(i) render void or prejudice or increase the insurance policies effected by the Building Management Committee; or

(ii) increase the insurance policies effected by the Building Management Committee.

(b) If a Party does anything to increase the premium, that party must pay the increased amount and must do so within 14 days of a request from the Building Management Committee for payment.

21.2 Affect Insurances by a Member

(a) A Party must not at any time do anything that might:

(i) render void or prejudice or increase the insurance policies effected by a Member in connection with its part of the Building; or

(ii) increase the insurance policies effected by a Member in connection with its part of the Building.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:29 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(b) If a Party does anything to increase the premium, that party must pay the increased amount and must do so within 14 days of a request from the Member for payment.

21.3 Use by a Party of property

(a) If a Party is permitted to occupy, use or have access to or from any part of another Party's property in the Building, that Party:

(i) does so at its own risk; and

(ii) releases the other Party from any:

(A) claim and demand of any kind; and

(B) liability which may arise from any accident or damage to property or death of or injury to any person in or near that other Party's property or the Building,

relating to such use of the property.

(b) Clause 21.2(a)(ii) does not apply to the extent the damage, death or injury is caused by the negligence of the other Party.

22. EXCESS PAYMENT

22.1 Functions of Members

(a) Each Member is responsible for the excess payment of any insurance claim that has been made as a result of damage within that Member's part of the Building.

(b) The provisions of this clause do not apply to damage to a Shared Facility, which responsibility for the excess payment remains with the Building Management Committee.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:30 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

SECTION 6 – CONDUCT AND ACTIVITIES

PART ONE - CONDUCT

23. PARTIES

23.1 General Functions of Parties

Each Party must:

(a) comply with its obligations in this Statement;

(b) comply with the directions of the Building Management Committee;

(c) not hinder the implementation of decisions of the Building Management Committee;

(d) in an emergency, give access to each other Party over all Fire Exit Areas located in its part of the Building;

(e) permit the Shared Facilities which are located in its part of the Building to remain on site and not be removed except at the direction of the Building Management Committee;

(f) permit unrestricted access to the Shared Facilities which are located in its part of the Building by:

(i) the Building Management Committee;

(ii) the Facilities Manager;

(iii) any party to whom the Building Management Committee may have contracted to Repair the Shared Facilities;

(iv) any person authorised by the Building Management Committee; and

(v) any other person authorised by this Statement; and

(g) take all reasonable actions to ensure its Invitees do not do anything to breach the provisions of this Statement and leave the Building if they are in breach.

23.2 Invitees

(a) Each Party is responsible for the actions of its Invitees.

(b) Each Party must take all reasonable steps to ensure its Invitees comply with this Statement.

(c) If a Party cannot comply with by-law 23.2(b) then that party must:

(i) withdraw their consent to their Invitee being on or remaining in the Building; and

(ii) request that Invite immediately leave the Building.

(d) If this Statement prohibits a Party from doing a thing, that party must not allow its Invitee to do that thing.

(e) Each Party must ensure its Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Party or Invitee in the Building.

(f) Each Party must reimburse another Party any cost, expense or charge incurred by that party as a result of any act or omission of the Party's Invitees or as a result of its Invitees breaching this Statement.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:31 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

24. OWNERS

24.1 Owners of Strata Lots

Each Owner of a Strata Lot must make a copy of this Statement available to each Occupier of their lot and make it a provision of any lease, licence or other agreement or arrangement with that Occupier that it comply with its obligations in this Statement.

24.2 Owners of Stratum Lots

Each Owner of a Stratum Lot must make a copy of this Statement available to each Occupier of their lot and make it a provision of any lease, licence or other agreement or arrangement with that Occupier that it comply with its obligations in this Statement.

PART TWO – ACTIVITIES

25. LAWS AND REQUIREMENTS OF AUTHORITIES

25.1 Functions of Members

(a) Members must promptly comply with all Laws and the requirements of all Authorities relating to their part of the Building.

(b) Members must ensure prompt compliance with notices issued to them by an Authority relating to their part of the Building.

25.2 Functions of Owners and Occupiers

(a) Owners and Occupiers must promptly comply with all Laws and the requirements of all Authorities relating to their Lot.

(b) Owners and Occupiers must ensure prompt compliance with notices issued to them by an Authority relating to their Lot.

26. RETAIL AND COMMERCIAL ACTIVITIES

26.1 Acknowledgement about activities

Parties acknowledge the following about the Building:

(a) it contains several parts that include a mixture of residential, commercial and retail activities; and

(b) the activities in the parts of the Building that are not residential include the preparation and sale of food, outdoor seating and activities, extended trading hours, waste removal, deliveries, noise, the playing of music, entertainment and other related activities.

26.2 Agreement

Owners and Occupiers of Strata Lots in the Residential Lot, and the Member for the Residential Lot agree:

(a) they will not object to:

(i) the activities being conducted from the parts of the Building that are not within the Residential Lot;

(ii) any works to those parts (unless the works contravene the provisions of this Statement);

(iii) any variation of usage to those parts;

(iv) any Signs applicable to those parts; and

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:32 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(b) they will not do or allow to be done anything which will or might:

(i) hinder or prevent any activity being conducted from those parts; or

(ii) adversely impact on the effective conduct of those activities from those parts; or

(iii) hinder, reduce or limit access to those parts.

27. ACTIVITIES

27.1 Prohibited activities

Owners and Occupiers of Strata Lots in the Residential Lot must not:

(a) make noise or behave in a way likely to interfere with another Owner's or Occupier's peaceful enjoyment or use of the Building;

(b) play loud music or live music that can be heard from outside their Lot;

(c) use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using the Building;

(d) obstruct the lawful use of the Building by any person;

(e) do anything which is illegal while in the Building;

(f) bring or permit any heavy article in the Building which might cause structural damage to any part of the Building;

(g) do anything to damage or deface any part of the Building;

(h) interfere with the operation of any equipment installed anywhere in the Building;

(i) damage any lawn, plant, tree or garden situated in the Building;

(j) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;

(k) place or hang laundry on any external part of the Building;

(l) use or interfere with any fire safety equipment except in the case of an emergency;

(m) obstruct any fire exit areas;

(n) store or use any chemical, liquid, gas or flammable material in their lot unless it is to be used in the lawful, permitted use of their Lot;

(o) use or occupy or allow their Lot to be used or occupied:

(i) for any unlawful purpose;

(ii) for any purpose that may affect, lessen or damage the reputation of the Building; or

(iii) break any Law whilst in their Lot or the Building;

(p) place or hang laundry, towels, rugs, bedding or any other similar item on or in any part of their lot that is visible from outside the Lot;

(q) use the Balcony of their Lot for storage purposes;

(r) place or keep bicycles on the Balcony of their Lot;

(s) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;

(t) operate or allow to operate any device or electronic equipment in their Lot which interferes with any appliance lawfully in use in the Building or another Lot; or

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:33 of 104
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(u) place, attach or hang from any part of their Lot or any part of the Building any aerial or any security device or wires.

28. WINDOW COVERINGS

28.1 Prohibitions

No item of any kind may be fixed to the inside or outside of the windows or doors on the boundary of a Lot other than:

(a) flyscreens on the inside of the windows which match existing screens in the Building (if any) and which are otherwise in compliance with the architectural integrity of the Building and which are approved by the Building Management Committee; and

(b) blinds or curtains on the inside of the windows which are neutral white or off white colour (not white).

28.2 General Functions of Members

(a) Each Member:

(i) must ensure the colour of the curtains and blinds in their Lot comply with this clause and are uniform in type, colour and shading so as to preserve the architectural integrity of the Building; and

(ii) must not do anything that would result in curtains and blinds not being uniform in type, colour and shading.

(b) On request by the Building Management Committee, Owners and Occupiers must remove any curtain or blind they have installed that, in the opinion of the Building Management Committee, does not comply with this clause.

(c) Immediately following a request by the Building Management Committee, the Member for a Lot must ensure the Owners and Occupiers in its Lot remove any curtain or blind that, in the opinion of the Building Management Committee, does not comply with this clause.

29. LOADING DOCK

29.1 Shared Facility

(a) The Loading Dock is a Shared Facility.

(b) The Building Management Committee has the responsibility for the manner in which Goods are delivered to and removed from the Building and the manner in which the Loading Dock is operated and used.

30. LOADING DOCK MANAGEMENT PLAN

30.1 What is the Loading Dock Management Plan?

(a) The Loading Dock Management Plan is the set of rules and procedures regulating the operation and use of the Loading Dock.

(b) The Loading Dock Management Plan comprises:

(i) the rights of the Building Management Committee and the Functions of Parties in connection with the Loading Dock in this clause; and

(ii) Rules and procedures of the Building Management Committee about use of the Loading Dock.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:34 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

30.2 Functions of Building Management Committee

(a) The Building Management Committee may make Rules and introduce procedures regulating use of the Loading Dock.

(b) The Building Management Committee may refuse access to the Loading Dock to any Party who does not comply with the Loading Dock Management Plan and may refuse access for such period of time as determined by the Building Management Committee.

30.3 Functions of Parties

(a) Parties:

(i) are bound by, and must comply with, the Loading Dock Management Plan;

(ii) must ensure their Invitees comply with the Loading Dock Management Plan;

(iii) must comply with the directions of the Building Management Committee given in accordance with the Loading Dock Management Plan; and

(iv) must ensure their Invitees comply with the directions of the Building Management Committee given in accordance with the Loading Dock Management Plan.

(b) Parties must comply with the following when accessing and using the Loading Dock:

(i) they must only use the Loading Dock during the hours nominated by the Building Management Committee;

(ii) they may only use the Loading Dock for loading and unloading items used in connection with their Lot;

(iii) they may only temporarily park or stand a Vehicle in the Loading Dock; and

(iv) they must not otherwise park or stand a Vehicle in the Loading Dock.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:35 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SECTION 7 – MANAGERS

31. MANAGING AGENT

31.1 Appointment

(a) The Building Management Committee has the power to and must:

(i) appoint a Managing Agent; and

(ii) enter into an agreement with the Managing Agent to assist the Building Management Committee perform its secretarial and administrative Functions.

(b) The Managing Agent appointed by the Building Management Committee must be a Managing Agent as contemplated by Part 4 of the Management Act and hold a Managing Agent's licence under the *Property, Stock and Business Agents Act 2002* (NSW).

31.2 Delegation of Functions

(a) Subject to clause 31.2(b), the Building Management Committee may delegate some or all of its Functions, including the Functions of its Officers, to the Managing Agent.

(b) The Building Management Committee may not delegate the following Functions to the Managing Agent:

(i) any Function which the Building Management Committee may only exercise by Unanimous Resolution;

(ii) the Function to determine and levy contributions on Members; and

(iii) any Function which the Building Management Committee decides by Unanimous Resolution may only be performed by the Building Management Committee.

31.3 Management Fee

The Members must contribute to the Management Fee in the proportions set out in the Shared Facilities Register.

31.4 Managing Agent as agent

The Building Management Committee may require the Managing Agent to:

(a) effect and maintain the Insurances on behalf of the Members;

(b) implement decisions made by the Building Management Committee;

(c) carry out the delegated Functions of the Officers;

(d) carry out the obligations of the Building Management Committee in respect of any agreement; and

(e) comply with any obligations of the Building Management Committee under the Legislation or this Statement.

31.5 Appointment

Each Member who is an Owners Corporation must have a Managing Agent appointed in connection with its part of the Building.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:36 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

32. FACILITIES MANAGER

32.1 Appointment

The Building Management Committee has the power to and must:

(a) appoint a Facilities Manager; and

(b) enter into an agreement with the Facilities Manager to assist the Building Management Committee perform its Functions in connection with the operation, insurance and Repair of the Shared Facilities.

32.2 Delegation of Functions

(a) The Building Management Committee may, subject to clause 32.1(b), delegate some of its Functions to the Facilities Manager.

(b) The Building Management Committee may not delegate the following Functions to the Facilities Manager:

(i) any Functions which the Building Management Committee may only exercise by Unanimous Resolution;

(ii) the Function to determine and levy contributions on Members; and

(iii) any Function which the Building Management Committee decides by Unanimous Resolution may only be performed by the Building Management Committee.

32.3 Facilities Management Fee

If a Facilities Manager is appointed, the Members must contribute to the Facilities Management Fee in the proportions set out in the Shared Facilities Register.

32.4 Functions of Facilities Manager

The Building Management Committee may require the Facilities Manager to:

(a) ensure or supervise the proper operation and Repair of the Shared Facilities;

(b) implement decisions made by the Building Management Committee;

(c) carry out the obligations of the Building Management Committee in respect of any contract;

(d) comply with any obligations of the Building Management Committee under the Legislation or this Statement; and

(e) carry out any other Functions agreed between the Building Management Committee and the Facilities Manager.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:37 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

SECTION 8 – SERVICES AND OPERATIONS

PART ONE - SERVICES

33. SERVICES

33.1 Registered Section 88B Instrument

(a) The Registered Section 88B Instrument creates the Easements granting rights in relation to the Services and describes the Functions relating to the operation and Repair of the Apparatus relevant to those Services.

(b) Parties are bound by, and must comply with, the terms of that instrument relating to Services and Services Apparatus as though they were terms set out at length in this Statement.

PART ONE - OPERATIONS

34. SECURITY

34.1 Functions of Building Management Committee

(a) The Building Management Committee is responsible for the issue, programming, coding and re-coding of Security Keys.

(b) The Building Management Committee is responsible for determining to whom Security Keys should be issued.

(c) The Building Management Committee and the Facilities Manager may charge a Party a fee for:

(i) any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and

(ii) coding or re-coding of any Security Key.

(d) The Building Management Committee and the Facilities Manager may require the provision of a bond before:

(i) issuing any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); or

(ii) coding or re-coding of any Security Key.

(e) The Building Management Committee may make Rules about the use of Security Keys. The provisions of clause 7 apply to any Rules made by the Building Management Committee.

(f) The Building Management Committee may restrict the number of Security Keys it issues to any Member or Party.

(g) The Building Management Committee may activate or de-activate Security Keys as it considers appropriate.

34.2 Functions of Parties

(a) A Party must not do anything or permit anything which may or which would be likely to prejudice the security of the Building.

(b) Parties must:

(i) comply with all Rules and directions of the Building Management Committee relating to the security and safety of the Building;

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:38 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(ii) exercise great care in making Security Keys available to any person; and

(iii) promptly notify the Facilities Manager if a Security Key is lost or destroyed.

(c) Parties must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than to a party who is entitled to a Security Key.

35. FIRE EXIT AREAS

35.1 Functions of Parties in connection with the Fire Exit Areas

(a) Each Party has at all times the unrestricted right in the event of fire, other emergency or for fire drill purposes, to go, pass and repass over the Fire Exit Areas located in the Building.

(b) Each Party agrees it will not use the Fire Exit Areas for any purpose other than for the purpose for which they were designed.

35.2 Functions of Members in connection with the Fire Exit Areas

(a) Each Member must not do anything to prevent or restrict the use of or access to the Fire Exit Areas located in its part of the Building in accordance with its obligations in clause 35.1.

(b) Each Member agrees as follows in connection with the Fire Exit Areas in its part of the Building:

(i) it will not change the location or the nature of the Fire Exit Areas without the consent of all relevant Authorities;

(ii) it will not use the Fire Exit Areas for any purpose other than the purpose for which they were designed;

(iii) it will not store nor permit any other person to store anything in the Fire Exit Areas;

(iv) it will not obstruct the Fire Exit Areas; and

(v) it will comply with the requirements of, and notices issued by, all relevant Authorities having jurisdiction in connection with the Fire Exit Areas.

(c) On giving reasonable notice to a Member and provided the reasonable requirements of that Member are complied with about access, another Member may access the Fire Exit Areas in the first Member's Building to establish compliance with this clause.

(d) If the other Member forms the view the Member is not carrying out its responsibilities, it may serve notice on the Building Management Committee requesting the Building Management Committee investigate the matter and if necessary to issue a notice to the first Member.

(e) If the Building Management Committee receives any such notice it must cause the matter to be investigated and, if it considers it relevant, engage the services of a properly qualified consultant to investigate whether the Member is complying with its obligations.

36. SIGNS

36.1 Prohibited

A Sign of any kind may not be attached, erected or exhibited on any part of the Residential Lot which is visible from outside the lot unless it is permitted by this Statement.

36.2 Exceptions

The prohibitions in this clause do not apply to the following:

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:39 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(a) a Sign attached, erected or exhibited on any part of the Building by the Development Proprietor or a party authorised by the Development Proprietor;

(b) a Sign attached, erected or exhibited on any part of the Building by the Original Owner or a party authorised by the Original Owner;

(c) a Sign the subject of an Easement; and

(d) a Sign naming the Building.

36.3 Conditions

(a) The provisions of this subclause apply to all Signs.

(b) Signs attached to the Building in accordance with this clause:

(i) must be kept clean and in a good state of repair and condition at all times by the Member or Owner of the Lot to which the Sign relates;

(ii) must be replaced when in need of replacement by that Member or Owner; and

(iii) must comply with conditions in any relevant Approval.

36.4 Unlawful Signs

(a) The following Signs are prohibited:

(i) a Sign that has been attached, erected or exhibited on any part of the Building contrary to the requirements of this Section;

(ii) Signs which do not relate to the business conducted from the Lot or the Premises to which they relate;

(iii) signage on the inside of the glass of a shop front that occupiers more than 25% of the shop front glass;

(iv) Signs which have exposed cabling;

(v) animated Signs;

(vi) Signs which do not have the consent of the relevant Authority (if required);

(vii) Signs which do not comply with the terms of all applicable Approvals (if any); and

(viii) A-frame Signs.

(b) A Sign that does not comply with this Section must be removed by the Owner of the Lot within 7 days of a notice from the Building Management Committee to do so.

37. WASTE MANAGEMENT

37.1 Functions of Members

(a) Each Member is responsible for the management and the removal of Waste generated from its part of the Building including:

(i) moving the Waste receptacles from its waste room to the collection point; and

(ii) returning the Waste receptacles to its waste room no later than 4 hours after collection.

(b) Each Member must:

(i) ensure its waste room is kept clean at all times; and

(ii) ensure no odours escape from it.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:40 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(c) Members must comply with the policies of the relevant Authority and the Building Management Committee from time to time in relation to the storage, handling and collection of Waste.

37.2 Access

Members and the Building Management Committee must give the relevant Authority and its waste collection contractors access to all relevant parts of the Building required by them for the collection of Waste from the Building.

37.3 Functions of Owners and Occupiers

(a) Owners and Occupiers:

(i) must comply with the policies and directions of the Building Management Committee in relation to the storage, handling and collection of Waste for the Building; and

(ii) must promptly remove Waste that has spilled on any part of the Building and clean the area on which the Waste has spilled.

(b) If a part of a Building has its own dedicated Waste Room, Owners and Occupiers of that part of the Building may only deposit their Waste in that Waste Room and nowhere else in the Building.

37.4 Treating Waste

(a) Waste must be prepared and placed in the relevant Waste receptacles in the Building in accordance with the applicable recycling guidelines and waste management plan for the Building.

(b) Non-recyclable material and recyclable material must be separated from each other.

(c) Non-recyclable material must be securely wrapped in small parcels (tins or other containers must be completely drained before being wrapped).

(d) Bottles must be completely drained.

(e) Nothing must be placed in a Waste receptacle other than Waste generated from the use of Lots.

38. CHARGES

38.1 Utilities

Owners and Occupiers are responsible to pay and must pay, all monies separately charged to or levied on their Lot for utilities consumed in connection with their Lot, whether charged or levied by an Authority or the Building Management Committee.

39. FALSE FIRE ALARMS

39.1 Responsibility

(a) Members must compensate the Building Management Committee the cost incurred by it for any false fire alarm caused by the Member or emanating from the Member's Lot for any reason. The Building Management Committee may assume a false fire alarm was caused by a Member or emanated from a Member's Lot if it is so advised by Fire and Rescue NSW or a fire monitoring contractor engaged by the Building Management Committee.

(b) If false alarm emanated from a Strata Lot in the Residential Lot then Member (being the Owners Corporation) may recover from the Owner of that Lot the monies it has paid to the Building Management Committee.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:41 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

SECTION 9 – PARKING

PART ONE – CAR PARK MANAGEMENT SYSTEM

40. CAR PARK MANAGEMENT SYSTEM

40.1 What is the Car Park Management System

(a) The Car Park Management System is the set of rules and procedures regulating parking in the Building.

(b) It comprises:

(i) the Functions of the Building Management Committee in this Section;

(ii) the Functions of the Parties in this Section;

(iii) the procedures in this Section; and

(iv) the rules made by the Building Management Committee in connection with parking in the Building.

40.2 Functions of Building Management Committee

The Building Management Committee may:

(a) make rules and introduce procedures regulating parking in the Building;

(b) establish a Car Park Register;

(c) erect items on any part of the Building to regulate parking (including signage, security cameras, barriers (physical or electronic));

(d) enter into arrangements with third parties and Authorities in connection with matters relating to the Car Park Management System; and

(e) take whatever action it considers necessary to enforce the Car Park Management System.

40.3 Functions of Parties

(a) Parties:

(i) are bound by, and must comply with, the Car Park Management System; and

(ii) must comply with the directions of the Building Management Committee given in accordance with the Car Park Management System.

(b) Parties:

(i) must ensure their Invitees comply with the Car Park Management System;

(ii) must ensure their Invitees comply with the directions of the Building Management Committee given in accordance with the Car Park Management System; and

(iii) are otherwise responsible for breach by their Invitees of the Car Park Management System.

(c) Parties must:

(i) not park or stand a Vehicle, or permit their Invitees to do so, anywhere in the Building unless it is a car, small truck, bicycle or motorcycle and otherwise complies with this Section;

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:42 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(ii) only park or permit to be parked such a vehicle in their Car Space.

40.4 Car Park Register

(a) The Car Park Register contains Vehicle Information about Vehicles in the Building including information for the following Vehicles:

(i) those owned or used by Parties; and

(ii) those owned or used by their Invitees.

(b) If required by the Building Management Committee, a Party:

(i) must give the Building Management Committee the Vehicle Information for all Vehicles owned or used by them and their Invitees;

(ii) must ensure that information is always up to date; and

(iii) must give that information within 7 days of a request for it from the Building Management Committee.

(c) The Building Management Committee may send a notice to a Party requesting the Vehicle Information if the Building Management Committee considers the information it has is not up to date. The Building Management Committee may recover its costs for doing so from that Party as a debt due to the Building Management Committee.

PART TWO – ENFORCEMENT

40.5 Immobilisation

(a) The Building Management Committee may immobilise Unauthorised Vehicles or enter into arrangements with another party to do so (subject to all relevant Laws).

(b) Parties consent to their Vehicle or their Invitee's Vehicle being immobilised if parked in breach of the Car Park System.

(c) Parties whose Vehicle or whose Invitee's Vehicle is immobilised agree as follows:

(i) they are responsible for all costs and expenses incurred in connection with the immobilisation; and

(ii) they will be required to pay these costs and expenses prior to the release of the Vehicle.

40.6 Notification

(a) The Building Management Committee may:

(i) place a Notification on an Unauthorised Vehicle or send a Notification to any Party whom the Building Management Committee considers owns, has a legal interest in or controls the use of the Unauthorised Vehicle; and

(ii) issue more than one Notification throughout the duration of a breach.

(b) For the avoidance of doubt, if the Building Management Committee issues more than one Notification throughout the duration of a breach, it may recover as a debt the cost multiplied by the number of Notifications it issues.

40.7 Invoices and recovery of costs

(a) The Building Management Committee may recover the following amounts as a debt due to the Building Management Committee:

(i) the costs and expenses incurred by it in connection with exercising its Functions in this Section (including immobilising a Vehicle and issuing Notifications);

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:43 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(ii) the costs and expenses incurred by it in recovering these amounts on an indemnity basis: including:

(A) all amounts payable to the Managing Agent;

(B) all amounts payable to the Facilities Manager;

(C) the cost of issuing invoices; and

(D) legal costs and expenses in connection with the recovery of the debt.

(b) The Building Management Committee may issue an invoice to any person referred to in clause 40.8 for any amount due under this Section.

(c) The invoices may be served:

(i) by being left on the Unauthorised Vehicle;

(ii) by being left at the Lot of the Owner or Occupier to whom it is addressed;

(iii) by being sent to the last known address of the Owner or Occupier to whom it is addressed; or

(iv) if the Owner or Occupier to whom it is addressed has notified the Building Management Committee or an Owners Corporation of an address for service of notices, to that address.

(d) Any debt which arises under this clause is due and payable to the Building Management Committee whether or not an invoice is served on the person or persons liable for payment.

(e) A cost or expense recoverable under this clause becomes due and payable at the time the Building Management Committee becomes liable to pay the cost or expense.

(f) Interest at the same rate payable on unpaid levies under the Management Act is payable on any amount due under this clause but not paid within 30 days of the due date. Interest is calculated on daily balances from and including the date on which the payment was due until the date it is paid.

(g) The amount stated in any invoice or statement issued by the Building Management Committee or its Managing Agent as the amount due under this clause is conclusive evidence of the amount stated.

40.8 Parties responsible

The Building Management Committee may recover the monies payable to it from the following (and if more than one person, they are jointly and severally liable):

(a) the Party who owns, has a legal interest in or controls the use of the Unauthorised Vehicle;

(b) the Owner of a Lot whose Invitee owns, has a legal interest in or controls the use of the Unauthorised Vehicle; and

(c) the Occupier of a Lot whose Invitee owns, has a legal interest in or controls the use of the Unauthorised Vehicle.

40.9 Visitor Car Spaces

(a) Each Member must co-operate with the Building Management Committee when it is policing and enforcing the Visitor Car Spaces within that Member's part of the Building.

(b) Owners and Occupiers must not permit any person to park or stand a Vehicle in a Visitor Car Space unless that person is a genuine visitor of that Owner or Occupier.

(c) If the Building Management Committee requires information about a visitor's vehicle before use of the Visitor Car Spaces, Owners and Occupiers must give the Building Management Committee that information before that visitor may access the Building or use a Visitor Car Space.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:44 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

40.10 Disabled Car Spaces

(a) Each Member must co-operate with the Building Management Committee when it is policing and enforcing the Disabled Car Spaces within that Member's part of the Building.

(b) Owners and Occupiers must not permit any person to park or stand a vehicle in a Disabled Car Space unless that person is genuinely entitled to do so.

(c) If the Building Management Committee requires information about a party's vehicle before use of the Disabled Car Spaces, Owners and Occupiers must give the Building Management Committee that information before that party may access the Building or use a Disabled Car Space.

(d) The Building Management Committee may engage the Facilities Manager or a third party to assist it with its Functions in this Section, in which case that party may issue Notifications, serve invoices and recover costs as if it were the Building Management Committee.

40.11 Engagement of Facilities Manager

The Building Management Committee may engage the Facilities Manager or a third party to assist it with its Functions in this Section, in which case that party may issue Notifications, serve invoices and recover costs as if it were the Building Management Committee.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:45 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SECTION 10 – SUBDIVISION AND TRANSFER

PART ONE - SUBDIVISION

41. SUBDIVISION BY A STRATA PLAN

41.1 Subdivision Notice

(a) Within 14 days of registration of a Strata Plan subdividing a Stratum Lot, the Owner of the lot before it was subdivided must give the Building Management Committee a Subdivision Notice.

(b) The Subdivision Notice must include the following information:

(i) details of the Stratum Lot being subdivided;

(ii) a copy of the registered Strata Plan;

(iii) a copy of the registered by-laws;

(iv) address and ABN of the Owners Corporation;

(v) the name and address of the Managing Agent appointed by the Owners Corporation;

(vi) the name, address and contact details (including email address and telephone details) of the Representative of the Owners Corporation; and

(vii) the name, address and contact details (including email and telephone details) of the Substitute Representative of the Owners Corporation.

41.2 Membership of the Building Management Committee

(a) Effective from the date of registration of the Strata Plan, the Owners Corporation becomes the New Member of the Building Management Committee in place of the Outgoing Member.

(b) Until the Building Management Committee is given a Subdivision Notice, the Representative and Substitute Representative of the Outgoing Member remain the Representative and Substitute Representative for the New Member on the Building Management Committee.

41.3 Voting

The Owners Corporation, as the New Member, has the same number of votes on motions at meetings of the Building Management Committee as the Outgoing Member had before registration of the plan.

41.4 Shared Costs

The proportion of Shared Costs payable by the Owners Corporation as the New Member remains the same as that payable by the Outgoing Member before registration of the plan.

41.5 Functions of New Member

(a) Subject to clause **Error! Reference source not found.**(b), effective from the date a Subdivision Notice is given to the Building Management Committee, the New Member becomes liable for all the obligations of the Outgoing Member under this Statement. Until that date, the Outgoing Member remains liable.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:46 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(b) If at the time of giving a Subdivision Notice there are monies payable or owing to the Building Management Committee on any account, the Outgoing Member and the New Member are jointly and severally responsible to the Building Management Committee for the payment of those monies.

42. SUBDIVISION BY A STRATUM PLAN

42.1 Subdivision Notice

(a) Within 14 days of registration of a plan subdividing a Stratum Lot into further Stratum Lots, the Owner of the lot before it was subdivided must give the Building Management Committee a Subdivision Notice.

(b) The Subdivision Notice must include the following information:

(i) details of the Stratum Lot being subdivided;

(ii) a copy of the registered Stratum Plan;

(iii) the number of votes attributable to each new Stratum Lot (applying the principles in clause 42.3); and

(iv) the proportion of Shared Costs attributable to each new Stratum Lot (applying the principles in clause 42.4).

42.2 Membership of Building Management Committee

(a) Effective from the date of registration of the Stratum Plan, the New Member of the Building Management Committee for each new Stratum Lot created by the subdivision is the same party who was the Member prior to the subdivision.

(b) The Representative and Substitute Representative of the Outgoing Member become the Representative and Substitute Representative for the New Member on the Building Management Committee.

42.3 Voting

The subdivision of a Stratum Lot into further Stratum Lots does not create further voting rights in favour of the new Stratum Lots. The New Members between them have the same number of votes on motions at meetings of the Building Management Committee as the Outgoing Member had before registration of the plan.

42.4 Shared Costs

(a) The proportion of Shared Costs payable by the new Members is equal to the proportion of Shared Costs payable by the Outgoing Member before registration of the plan.

(b) Until the Building Management Committee is notified by the Outgoing Member of the proportion of costs attributable to each new Stratum Lot, the proportion attributable to each new Stratum Lot is either the amount determined by the Building Management Committee or, if no determination is made, is the proportion expressed as a percentage which the area of each new Stratum Lot bears to the total area of the Stratum Lot before registration of the plan.

42.5 Functions of New Member

(a) Subject to clause 42.5(b), effective from the date a Subdivision Notice is given to the Building Management Committee, the New Member of each Stratum Lot becomes liable for all the obligations of the Outgoing Member under this Statement. Until that date, the Outgoing Member remains liable.

(b) If at the time of giving a Subdivision Notice there are monies payable or owing to the Building Management Committee on any account, the Outgoing Member and the New Members are jointly and severally responsible to the Building Management Committee for the payment of those monies.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:47 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

PART TWO - TRANSFER

43. TRANSFER OF A STRATUM LOT

43.1 Transfer Notice

(a) Within 14 days of registration of a Transfer of a Stratum Lot, the Owner of the lot must give the Building Management Committee a Transfer Notice.

(b) The Transfer Notice must include the following information:

(i) details of the Stratum Lot being transferred;

(ii) the name, address and ABN of the transferee as the New Member;

(iii) the name, address and contact details (including email address and telephone details) of the Representative of the transferee; and

(iv) the name, address and contact details (including email address and telephone details) of the Substitute Representative of the transferee.

43.2 Membership of Building Management Committee

(a) Effective from the date of registration of the Transfer, the transferee becomes the New Member of the Building Management Committee in place of the Outgoing Member.

(b) Until the Building Management Committee is given a Transfer Notice, the Representative and Substitute Representative of the Outgoing Member remain the Representative and Substitute Representative for the New Member on the Building Management Committee.

43.3 Voting

The transferee, as the New Member, has the same number of votes on motions at meetings of the Building Management Committee as the Outgoing Member had before the transfer.

43.4 Shared Costs

The proportion of Shared Costs payable by the transferee as the New Member remains the same as that payable by the Outgoing Member before the transfer.

43.5 Functions of New Member

(a) Subject to clause 43.5(b), effective from the date a Transfer Notice is given to the Building Management Committee, the New Member becomes liable for all the obligations of the Outgoing Member under this Statement. Until that date, the Outgoing Member remains liable.

(b) If at the time of giving a Transfer Notice there are monies payable or owing to the Building Management Committee on any account, then the Outgoing Member and the New Member are jointly and severally responsible to the Building Management Committee for the payment of those monies.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:48 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

SECTION 11 –MAINTENANCE AND REPAIR, DAMAGE AND DESTRUCTION

PART ONE – MAINTENANCE AND REPAIR

44. MAINTENANCE AND REPAIR

44.1 Functions of Members

(a) Each Member must:

(i) properly maintain and keep in a state of good and serviceable repair its part of the Building;

(ii) ensure the structural integrity of its part of the Building is maintained;

(iii) keep the external areas of its part of the Building free from graffiti;

(iv) put in place procedures so that each item of equipment in its part of the Building which could have an adverse impact on the proper functioning of a Shared Facility if not properly maintained or Repaired, is regularly inspected, maintained, Repaired and kept in a sound structural, fully operational and working condition; and

(v) whenever reasonably necessary, renew or replace any item of equipment which, if not renewed or replaced, could have an adverse impact on the proper functioning of any Shared Facility.

(b) The obligations of Members in this clause are subject to fair wear and tear and damage by fire, explosion, war, water and any other risk covered by the Insurances.

(c) An Owners Corporations may only make a determination under section 106(3) of the Management Act if it first obtains the approval of the Building Management Committee.

44.2 Exclusion

Clause 44.1 does not oblige a Member to maintain Shared Facilities which are located in its part of the Building and which are the responsibility of the Building Management Committee.

44.3 Failure of a Member to carry out Functions

(a) If a Member fails to carry out its Functions in this Section (the "Defaulting Member"), then either another Member or the Building Management Committee (the "Exercising Party") may carry out that Function in the manner contemplated by this clause.

(b) To enable an Exercising Party to exercise its Functions in this clause, it has the right:

(i) after giving reasonable notice to the Defaulting Member, (except in an emergency when notice is not required), to enter the Defaulting Member's part of the Building in such manner and by such route as is reasonable in the circumstances and with such workmen, materials, tools, machinery, plant and equipment as is reasonable and necessary in the circumstances;

(ii) to remain in that part of the Building for such reasonable time as may be necessary in the circumstances;

(iii) to take anything on to that part of the Building for purposes associated with the work; and

(iv) to carry out work to that part of the Building.

(c) In exercising its Functions in this clause, the Exercising Party must:

(i) ensure all work is done properly;

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:49 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(ii) cause as little interference as practical to the Defaulting Member and any Occupier of that Member's part of that Building;

(iii) cause as little damage as possible to the Building; and

(iv) if damage is caused, restore the Building as nearly as practicable to the condition it was in before the damage occurred.

(d) The Exercising Party may recover from the Defaulting Member as a debt due and owing in any competent court of jurisdiction any monies expended or incurred by it in exercising its Functions in this Section.

44.4 Access rights

(a) Members must use reasonable endeavours to exercise their Functions in clause 44.1 within the boundaries of their part of the Building.

(b) If, having used its reasonable endeavours, a Member requires access over or the use of another part of the Building for the purposes of exercising its Functions in clause 44.1 (the "Exercising Member"), it has the right:

(i) after giving reasonable notice to the Member over whose part of the Building access is required (the "Other Member") (except in an emergency when notice is not required), to enter the Other Member's part of the Building in such manner and by such route as is reasonable in the circumstances and with such workmen, materials, tools, machinery, plant and equipment as is reasonable and necessary in the circumstances;

(ii) to remain on that part of the Building for such reasonable time as may be necessary in the circumstances; and

(iii) to take anything on to that part of the Building for purposes associated with the work.

(c) In exercising its Functions in this clause, the Exercising Member must:

(i) ensure all work is done properly;

(ii) cause as little interference as practical to the Other Member and any Occupier of the Other Member's part of that Building;

(iii) cause as little damage as possible to the Building; and

(iv) if damage is caused, restore the Building as nearly as practicable to the condition it was in before the damage occurred.

(d) The Exercising Member must reimburse or compensate the Other Member the costs, expenses and charges incurred or likely to be incurred by the Other Member as a result of the Exercising Member exercising its Functions in this clause. If required by the Other Member, the Exercising Member must put in place arrangements suitable to the Other Member (acting reasonably) for the reimbursement or compensation contemplated by this clause before the Exercising Member exercises its Functions in clause 44.4(b).

PART TWO – DAMAGE AND DESTRUCTION

45. DAMAGE OR DESTRUCTION TO THE BUILDING

45.1 Development Act

This Section is subject to any order made under the Development Act.

45.2 Partial Damage

(a) The following provisions apply in the event of Partial Damage:

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:50 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(i) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts to make a claim on the Insurances relating to such damage and to pursue the claim if necessary.

(ii) Where Partial Damage is confined to that part of the Building owned by a Member (the "Affected Member"), the moneys received by the Members and any mortgagee having an interest in the Insurances in respect of such damage shall be paid to the Affected Member and such moneys must be applied by the Affected Member in the rebuilding, replacing, Repairing or restoring the portion of the Building so damaged, as the case may require.

(iii) Where Partial Damage is not confined to that part of the Building owned by a Member, the moneys received by the Members and any mortgagee having an interest in the Insurances in respect of such damage shall be divided between the Members in such equitable manner as the Members may agree having regard to the cost of making good the damage. Such moneys must be applied by the Members in rebuilding, replacing, Repairing and restoring the portions of the Building so damaged, as the case may require.

(b) Each Member shall be entitled reasonable access to relevant parts of the Building for the purpose of effecting repairs.

45.3 Total Loss Damage

The following provisions apply in the event of Total Loss Damage:

(a) The Members and any mortgagee having an interest in the Insurances must with due dispatch make joint approaches to:

(i) the Insurer to elect reinstatement as the basis of settlement; and

(ii) to the Authorities with a view to reinstating the Building in accordance with its original design. The Members must co-operate with each other and the Authorities with a view to obtaining the relevant approvals to reinstate the Building in accordance with its original design.

(b) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts as insured parties to make a claim on the Insurances and to pursue the claim if necessary.

(c) If the Insurer elects reinstatement as the basis of settlement and if reinstatement of the Building in accordance with its original design is permitted by the Authorities:

(i) the Members must commence and carry out with reasonable dispatch the reinstatement of the Building in accordance with its original design from the proceeds of the Insurances;

(ii) the Members and any mortgagee having an interest in the Insurances must apply the proceeds of Insurances forthwith in such reinstatement; and

(iii) the Members and each mortgagee must co-operate with each other regarding such reinstatement and must do all things to assist each other to ensure reinstatement of the Building in accordance with its original design as soon as practicable.

(d) If, instead of reinstatement as the basis for settlement, the Insurer elects to pay an amount specified in the policy as the basis of settlement:

(i) each Member shall receive a proportion of the proceeds of the Insurances paid by the Insurer in the same proportion that the premium was payable by it;

(ii) the Members and any mortgagee having an interest in the Insurances will ensure that any moneys paid to them are applied in this manner;

(iii) each Member has an obligation to apply such proceeds towards reinstatement of that part of the Building on its land;

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:51 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(iv) each Member must advise the other of its decision whether or not it will reinstate that part of the Building on its land within a reasonable time of such payment; and

(v) the Members must as soon as practicable cause the site of the Building to be cleared of all debris and the cost of such clearing shall be a Shared Cost.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:52 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

SECTION 12 – WORK AND DEVELOPMENT ACTIVITIES

PART ONE – RESIDENTIAL LOT

46. GENERAL

46.1 Application of this Part

This Part applies to work carried out to or in respect of the Residential Lot.

46.2 Work to which this Part applies

The work to which this Part applies is:

(a) work which may or is likely to impact on or affect the structural integrity of the Building;

(b) work which may or is likely to impact on or affect the architectural integrity of the Building; and

(c) work that affects or changes the external appearance of the Residential Lot.

46.3 Approval required

Work may only be carried out after an application has been made to the Building Management Committee for approval to the work and then only with the prior approval of the Building Management Committee to that application, and by otherwise following the procedures in this Part.

47. CARRYING OUT WORK

47.1 The application

The application to the Building Management Committee for approval to the work must include the following:

(a) a general description of the work;

(b) detailed plans and specifications of the work;

(c) if relevant and if requested by the Building Management Committee, a report from a properly qualified engineer about the impact of the work on the structural integrity of the Building;

(d) information on all Approvals required for the work (including copies);

(e) details of the builder/contractor and all tradespersons carrying out the work (including point of contact (name and mobile number)); and

(f) arrangements for removal of rubbish and debris.

47.2 Building Management Committee approval

A meeting of the Building Management Committee to consider an application for approval to the work must be called no later than 14 days after receipt of the application (and the other information that must accompany the application).

47.3 Pre-conditions to commencing the work

The work may not commence unless:

(a) the approval of the Building Management Committee has been obtained to the work;

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:53 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(b) (if applicable) all necessary Approvals have been procured and copies provided to the Building Management Committee;

(c) (if applicable) all relevant insurances are in place and copies of the policy and the certificate of currency provided to the Building Management Committee;

(d) the Building Management Committee has been given reports and any other information requested by it in connection with the work;

(e) the Building Management Committee has been given details of the builder/contractor carrying out the work (and a point of contact (including name and telephone number);

(f) any fee required by the Building Management Committee in connection with the work has been paid; and

(g) any bond required by the Building Management Committee in connection with the work has been paid.

47.4 Conditions when carrying out the work

When carrying out the work, the Member for the Residential Lot must:

(a) ensure all relevant Approvals are obtained;

(b) ensure compliance with the requirements of all relevant Approvals and Authorities;

(c) ensure only qualified and, where appropriate, licensed tradesmen are used;

(d) ensure the works is carried out without undue delay;

(e) ensure no unnecessary materials, tools, rubbish or debris are left lying about the Building;

(f) cause as little disturbance as is practicable to Owners and Occupiers;

(g) ensure no damage is done to any Services Apparatus installed in the Building, or if damage is caused, immediately make good that damage;

(h) ensure no damage is caused to the property of any Owner or Occupier, or if damage is caused, immediately make good that damage; and

(i) ensure the work is only carried out within the times permitted by any relevant Approval or if there is no such Approval, within any reasonable times prescribed by the Building Management Committee.

47.5 Completion of the work

No later than 14 days after completion of the work, the Member for the Residential Lot must:

(a) ensure all rubbish and debris caused by the work is removed from the Building and environs; and

(b) give the Building Management Committee the following:

(i) all plans, specifications, occupation certificates and documents (including policies of insurance) relating to the work; and

(ii) all Approvals and related endorsed plans, "as built" drawings, fire safety certificates and warranties relating to the work.

47.6 Indemnity

The Member for the Residential Lot agrees to indemnify and keep indemnified all relevant Parties for all costs, losses, expenses and damages incurred by the Party:

(a) as a result of the work; or

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:54 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(b) arising out of damage to property (including the Building) or injury to persons as a result of the work or resulting from the work once completed.

47.7 Right of Building Management Committee to remedy

At its election the Building Management Committee may:

(a) perform a Function relating to the carrying out of work which the Member for the Residential Lot has failed to perform within a reasonable time after written notice from the Building Management Committee;

(b) enter any part of the Residential Lot to carry out a Function in this Part; and

(c) recover its costs incurred in carrying out its Functions in this Part (including legal costs and disbursements on an indemnity basis) as a debt due and owing to the Building Management Committee, together with interest, such interest being payable on demand and calculated on daily balances from the date the payment was due until the date it is paid at the same rate as interest on unpaid levies under the *Strata Schemes Management Act 2015* (NSW).

47.8 Unlawful Work

(a) Unlawful Work is not permitted to remain and must be removed by the party that has carried it out or authorised or permitted it to be carried out immediately upon request by the Building Management Committee.

(b) The Building Management Committee may take whatever action it considers appropriate to enforce its rights in this Part, including removing Unlawful Work at the cost of the party that has carried it out.

PART TWO – DEVELOPMENT PROPRIETOR

48. DEVELOPMENT ACTIVITIES BY THE DEVELOPMENT PROPRIETOR

48.1 Development Activities

Subject to this Part, the Development Proprietor may carry out Development Activities.

48.2 Authorised Party

(a) The Development Activities the subject of this Part may be carried out by a party with the authority of the Development Proprietor, in this Statement called an "Authorised Party".

(b) References in this Part to "Development Proprietor" are references to the Development Proprietor and an Authorised Party.

48.3 Access

When carrying out a Development Activity, the Development Proprietor and the party or parties carrying out the Development Works, without notice to any Party:

(a) may access and use all reasonable and relevant parts of the Building (including Common Property in a Strata Scheme and Shared Facilities) for the purposes of carrying out the Development Activity for such reasonable period of time as may be necessary; and

(b) may authorise other parties to do so.

48.4 Shared Facilities and Shared Costs

(a) When carrying out a Development Activity, the Development Proprietor may access, use, change, relocate, alter, add to or temporarily disconnect any Shared Facility.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:55 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(b) Members and Parties acknowledge:

(i) as a consequence of a Development Activity, it may be necessary to alter or add to the Shared Facilities or the Shared Costs to more accurately reflect the arrangements in connection with those facilities and costs; and

(ii) any such change would require an amendment to this Statement registered at LRS.

(c) The Building Management Committee agrees to hold the relevant meeting and pass the relevant resolutions to effect the amendment.

(d) At its cost, the Building Management Committee must cause to have the relevant Documents registered at LRS to effect the amendment.

(e) Members and Parties must do all that is necessary on their part to enable the Building Management Committee to fulfil its obligations in this clause, including:

(i) voting in the appropriate manner at the relevant meeting;

(ii) signing all relevant Documents; and

(iii) procuring any mortgagee to sign relevant Documents.

48.5 Meetings

(a) To the extent of any inconsistency between this clause and any other clause in this Statement, the provisions of this clause prevail.

(b) For the purposes of making a decision about a Development Activity:

(i) a meeting of the Building Management Committee may be convened by the Representative of the Development Proprietor;

(ii) a quorum for all meetings of the Building Management Committee comprises the Representative or Substitute Representative of the Development Proprietor;

(iii) a quorum is not constituted unless the Representative or Substitute Representative of the Development Proprietor is present at the meeting; and

(iv) the vote by the Representative or Substitute Representative of the Development Proprietor is sufficient to pass or defeat a motion at a meeting of the Building Management Committee if the motion is about a Development Activity.

(c) The Representative of other Members may only attend a meeting if invited to do so by the Development Proprietor or permitted by the Development Proprietor to remain if they attend: and if they attend they may not vote.

48.6 Consent

If the consent of a Member is required to enable the Development Proprietor to conduct a Development Activity, the Member must give its consent and endorse it on any relevant Document within 14 days of a request to do so (in this respect time is of the essence).

48.7 Indemnity in favour of Development Proprietor

A Party who breaches its obligations in this Part agrees to indemnify the Development Proprietor and keep the Development Proprietor indemnified for all costs, losses, expenses and damages incurred by the Development Proprietor arising out of breach of this Part by that Party.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:56 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

SECTION 13 – DISPUTES

49. DISPUTE

49.1 What is a Dispute

(a) A Dispute means any disagreement or difference between the parties to the Dispute:

(i) which arises if there is a Deadlock;

(ii) about whether a party to the Dispute is carrying out its Functions under this Statement in accordance with this Statement;

(iii) on the interpretation or construction of any provision of this Statement;

(iv) about resolutions of the Building Management Committee;

(v) about the manner in which contributions to the Administrative Fund or the Capital Works Fund are determined or levied; or

(vi) about the manner in which a Shared Facility is operated or Repaired.

(b) If a Dispute arises it must be settled in the manner provided by this Section.

(c) For the avoidance of doubt, a Dispute does not include any disagreement or difference about Shared Facilities or Shared Costs (except for the manner in which a Shared Facility is operated or Repaired pursuant to clause 49.1(a)(vi)).

50. PARTIES

50.1 Parties to a Dispute

The parties to a Dispute are any Party bound by this Statement.

51. NOTICE OF DISPUTE

51.1 Dispute Notice

(a) The party or parties entitled to serve a Dispute Notice are:

(i) the Building Management Committee; and

(ii) a Member.

(b) For the avoidance of doubt, Owners and Occupiers of Strata Lots and Owners and Occupiers of Stratum Lots may not serve a Dispute Notice, unless in the case of a Stratum Lot the Owner is a Member.

(c) A person entitled to serve a Dispute Notice may do so at any time by serving the Dispute notice in the manner required by this clause.

(d) A person notifies another person or parties by serving a Dispute Notice.

(e) A Dispute Notice must:

(i) identify the subject matter of the Dispute;

(ii) state the facts upon which the person relies;

(iii) identify the provisions of this Statement relevant to the Dispute;

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:57 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(iv) have attached copies of all correspondence and background information relevant to the Dispute in the possession or control of the person giving the Dispute Notice; and

(v) contain detailed particulars of the amount of money in Dispute (if any).

52. OBLIGATION TO RESOLVE

52.1 Functions of parties to Dispute

(a) When a Dispute Notice is served the parties to the Dispute:

(i) must meet at least once within 14 Business Days of service of the Dispute Notice; and

(ii) must use their reasonable endeavours in good faith to resolve the Dispute within 28 Business Days of service of the Dispute Notice.

(b) If agreement is reached between the parties to a Dispute within the 28 Business Day period referred to in this clause, then the person serving the Dispute Notice must withdraw the Dispute Notice and the parties to the Dispute must proceed with the agreed action.

53. EXPERT

53.1 Appointment of Expert

(a) If within 28 Business Days of service of the Dispute Notice the parties to the Dispute have not resolved the Dispute then at any time after that date a party to the Dispute may serve a notice on the other parties to the Dispute requesting the matter to be referred to an Expert.

(b) If the parties to the Dispute cannot agree on the identity of the Expert to be appointed within 14 Business Days of service of the notice under clause 53.1(a) then at any time after that date until the parties do agree on the identity of an Expert any party to the Dispute may request the President of the Law Society of NSW to appoint an Expert.

(c) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.

(d) The Expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the Dispute.

53.2 Qualifications of Expert

(a) The appointed Expert must be a lawyer appointed to practice in New South Wales with a current practising certificate unless the Dispute is about a matter under clause 49.1(a)(vi).

(b) If the Dispute is about a matter under clause 49.1(a)(vi) the Expert must be a consultant with qualifications regarding the Shared Facility the subject of the Dispute (as an example, an electrical engineer, a hydraulics engineer or a fire consultant).

53.3 Submissions to Expert

(a) Each party to a Dispute may make written submissions to the Expert about the Dispute and costs.

(b) If a party to the Dispute makes a submission, that party must:

(i) submit it within 10 Business Days of the appointment of the Expert; and

(ii) provide the other parties to the Dispute with a copy of the submission within 24 hours of its submission to the Expert.

(c) A party who makes a submission must:

(i) co-operate with the Expert; and

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:58 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

(ii) as required by the Expert, promptly provide the Expert with information in the possession or control of that party and relevant to the matter to be determined.

(d) Clause 53.3(c)(ii) does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.

(e) Within 20 Business Days of the Expert's appointment, the Expert must determine the matters in dispute having regard to the written submissions, this Statement and the Expert's own enquiries.

53.4 Expert's determination

(a) The Expert acts as an expert and not as an arbitrator.

(b) Except as to matters of Law, the Expert's decision including any decision about an expense arising from the Dispute is final and binding on each party to the Dispute.

(c) The Expert must:

(i) give reasons for the determination; and

(ii) determine how the cost of any determination is paid.

(d) The Expert's determination is final and binding on the parties to the Dispute.

53.5 Costs

(a) The parties to the Dispute must equally share the costs of the Expert and any consultant appointed by the Expert.

(b) Each party is responsible for their own costs in connection with the Dispute unless the Expert makes a different determination.

54. OTHER ACTION

54.1 Right in Party serving Dispute Notice

(a) If:

(i) a Dispute arises;

(ii) a Dispute Notice has been served;

(iii) the parties to the Dispute have not resolved the Dispute within 28 Business Days of service of the Dispute Notice; and

(iv) a notice has not been served by a party to the Dispute requesting the matter to be referred to an Expert,

then the party who served the Dispute Notice may serve notice on the other parties that subject to the provisions of any Law to the contrary they intend to pursue the matter in the relevant court of competent jurisdiction.

(b) The notice in the preceding subclause must not be served earlier than the 28th Business Day after service of the Dispute Notice and must be served no later than the 70th Business Day after service of the Dispute Notice.

55. DISAGREEMENTS WHICH ARE NOT A DISPUTE

55.1 Appropriate action if not a Dispute

If there is any disagreement or difference between Parties arising out of or in connection with this Statement which is not a Dispute then provided it does not relate to the Shared Facilities or the Shared Costs (other than the manner in which a Shared Facility is operated or Repaired pursuant to clause 49.1(a)(vi)):

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:59 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

:

(a) the Parties to the disagreement or difference must use their reasonable endeavours in good faith to resolve the disagreement or difference within 28 Business Days of service of a notice by one Party on the other about the disagreement or difference (which notice must contain in reasonable detail the matter the subject of the disagreement or difference with a suggested solution); and

(b) if the Parties cannot resolve the disagreement or difference, the Parties agree that subject to the provisions of any Law to the contrary their appropriate course of action (if there is a course of action) is in the relevant court of competent jurisdiction.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:60 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SECTION 14 – COMMUNICATION

56. CONTACT DETAILS

56.1 Member's obligations

(a) Members must ensure the Building Management Committee has at all times up to date contact details:

(i) of the Member (including registered office and telephone contact details and email contact details); and

(ii) of the Member's Representative and Substitute Representative (including name, address, telephone contact details, email contact details and any other current mode of contact as required by the Building Management Committee).

(b) Members who are an Owners Corporation must ensure the Building Management Committee has at all times up to date contact details for the Managing Agent appointed by the Owners Corporation (including name, address, telephone contact details, email contact details and any other current mode of contact as required by the Building Management Committee), of both the company and the manager appointed for the Owners Corporation.

57. NOTICES

57.1 Form of notices

Notices and other communications under this Statement must be in writing and:

(a) if the notice is being sent by a natural person, it must be signed by that person;

(b) if the notice is being sent by a corporation, it must be signed by a director or secretary of that corporation;

(c) if the notice is being sent by an Owners Corporation, it must be executed by the Owners Corporation in accordance with the execution requirements of the Management Act supported by evidence that the notice has been sent in accordance with a resolution of the Strata Committee or the Owners Corporation in general meeting; and

(d) if the notice is being sent by or on behalf of the Building Management Committee, it must be signed by either the Managing Agent or an Officer: in both cases in accordance with a Unanimous Resolution of the Building Management Committee authorising the service of the notice.

58. SERVICE OF NOTICES

58.1 Service on Members

Notices to a Member must be sent to the Member as notified under clause 56.1.

58.2 Service on Owners and Occupiers of Strata Lots

(a) Notices to the Owner of a Strata Lot must be sent to the Owner of the lot in the manner that a notice may be sent to the Owner of a Strata Lot as required by the Management Act.

(b) Notices to the Occupier of a Strata Lot must be sent to the Occupier of the lot by posting it to the lot or leaving it at the lot, or by sending it to the Owner of the lot in the manner that a notice may be sent to the Owner of a Strata Lot as required by the Management Act.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:61 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

58.3 General

(a) Subject to clause 58.2, notices may only be sent:

(i) by hand;

(ii) by email if the party on whom it is being served has given its email details;

(iii) by priority or registered post; or

(iv) by any other means determined by the Building Management Committee.

(b) A notice is deemed to be given:

(i) if sent by hand, at the time of delivery;

(ii) if sent by email, at the time recorded as being sent; and

(iii) if sent by priority or registered post, on the third Business Day after posting.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:62 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SECTION 15 – GENERAL

PART ONE - AMENDMENTS TO STATEMENT

59. AMENDMENTS

59.1 Unanimous Resolution

This Statement may only be amended by a Unanimous Resolution of the Building Management Committee.

60. OBLIGATIONS

60.1 Obligations of Building Management Committee

(a) If the Building Management Committee passes a Unanimous Resolution to amend this Statement, as soon as practicable after the meeting approving the amendment the Building Management Committee must put in place arrangements to effect and register the amendment.

(b) At its cost, the Building Management Committee must cause to have the relevant Documents registered at LRS to effect the amendment.

60.2 Obligations of Members

(a) Members and Parties must do all that is necessary on their part to enable the Building Management Committee to fulfil its Functions in this clause, including:

(i) voting in the appropriate manner at the relevant meeting;

(ii) signing all relevant Documents; and

(iii) procuring any mortgagee to sign all relevant Documents.

(b) Without limiting the obligations in the previous sub clause, Members who are an Owners Corporation must pass a special resolution to approve the amendment and must do so within 28 days after the relevant meeting of the Building Management Committee approving the amendment.

PART TWO - LEGAL PROCEEDINGS

61. LEGAL PROCEEDINGS

61.1 General

(a) The Building Management Committee is not a separate legal entity. The Building Management Committee represents and acts on behalf of the Members. It cannot contract, sue or be sued in its own name.

(b) Nothing in this Part prevents a Member initiating or taking legal proceedings in its own name.

61.2 Obligations of Building Management Committee

The Building Management Committee must not seek legal advice or the provision of any other legal services, or initiate legal action, for which any payment may be required unless a General Resolution is passed at a properly convened meeting of the Building Management Committee approving the seeking of the advice or services or the taking of that action.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:63 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

61.3 Obligations of Members

For the purposes of legal proceedings of any kind being initiated or taken by the Building Management Committee (either against a Member or Party or against a third party) or in circumstances where legal proceedings have been or might be initiated or taken against the Building Management Committee, each Member:

(a) agrees that the Building Management Committee, or a person appointed by the Building Management Committee in meeting by a General Resolution, may act as the agent or attorney for the Building Management Committee for the purposes of those proceedings; and

(b) appoints the Building Management Committee as its agent and attorney to take whatever legal action is authorised by the Building Management Committee in meeting by General Resolution.

PART THREE- GENERAL

62. WAIVER

62.1 Waiver in writing

A provision of or right created under this Statement may only be waived if the waiver is in writing and signed by the Member granting the waiver.

63. EXERCISE OF RIGHTS

63.1 How a Member may exercise a right

(a) A Member may exercise a right under this Statement:

(i) at the Member's discretion; and

(ii) separately or together with another right.

(b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise that right or any other right later.

(c) If a Member fails to exercise a right or delays in exercising a right, that Member may still exercise that right later.

64. SEVERANCE

64.1 When to sever

(a) Subject to clause 64.1(b):

(i) if a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;

(ii) if, despite clause 64.1(a)(i) a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or

(iii) in any other case, the whole provision must be severed.

(b) If an event under clause 64.1(a) occurs, the remainder of this Statement continues in full force and effect.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:64 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

SECTION 16 – DICTIONARY AND INTERPRETATION

PART ONE- DICTIONARY

Administrative Fund means the fund established by the Building Management Committee for the purposes contemplated by clause 18.1(a).

Approval means a certificate, consent or approval from a relevant person or Authority (it includes development consents and complying development certificates).

Authority means any Government Agency or any other authority or body having authority over or jurisdiction in respect of the Building or the land on which it is erected: the Council is an Authority.

Balcony includes balconies, terraces, courtyards, roof top gardens, winter gardens and similar areas comprising part of or attached to a Lot.

Building means the building the subject of this Statement comprising the several parts identified in the Particulars.

Building Management Committee means the committee established under this Statement (and see Section 2).

Business Day means a day on which banks in New South Wales are open for business but does not include a Saturday or a Sunday.

Capital Works Fund means the fund established by the Building Management Committee for the purposes contemplated by clause 18.1(c).

Car Park Management System means the system and procedures the subject of Section 9.

Car Park Register means the register the subject of clause 40.4.

Car Space means that part of the Building designated or designed as a car space (not being a Visitor Car Space of a Disabled Car Space).

Chairperson means the chairperson of the Building Management Committee.

Common Property means common property in a Strata Scheme.

Deadlock has the meaning given to it in clause 11.3(b).

Defaulting Member has the meaning stated in clause 18.5(b).

Development in connection with a part of the Building means:

(a) any extension or addition;

(b) the carrying out of any work or improvement;

(c) fit out work;

(d) demolition works;

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:65 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: 18/09/2025	Office Use Only	Office Use Only SP109977

(e) erecting, attaching or installing a Sign;

(f) erection of scaffolding;

(g) upgrading or redevelopment works;

(h) the installation or attachment of any new Apparatus or Services Apparatus;

(i) alterations, modifications or additions to Apparatus or Services Apparatus;

(j) removal of Apparatus or Services Apparatus;

(k) connection to existing Apparatus or Services Apparatus;

(l) the installation of any new Shared Facility;

(m) alterations, modifications or additions to a Shared Facility; and

(n) connection to an existing Shared Facility.

Development Activities are:

(a) Development of a part of the Building;

(b) Subdivision of a Stratum Lot or a Strata Lot;

(c) Development Works;

(d) changing the Shared Facilities Register in the manner contemplated by this Statement;

(e) amending this Statement in the manner contemplated by this Statement; and

(f) registering a further Strata Management Statement, or dispensing with the requirement for a further Strata Management Statement, in connection with the Subdivision of a Stratum Lot under the Legislation.

Development Proprietor means SH Melrose Land Pty Ltd ACN 639 001 522.

Development Works means works that are carried out in connection with Development or Subdivision.

Disabled Car Space means that part of the Building designated as a disabled car space.

Document includes any document, plan, instrument or by-law.

Easement means a registered easement or covenant.

Expert means a person appointed under clause 53.2.

Facilities Management Fee means the fee payable to the Facilities Manager.

Facilities Manager means the person appointed by the Building Management Committee under clause 32.1(a).

Fire Exit Areas means those parts of the Building which are designed as an escape route in the event of a fire or other emergency.

Function means a right, service, obligation or duty.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:66 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only
18/09/2025	SP109977

Goods includes items requiring transport in the nature of plant, machinery, equipment, furniture, appliances, merchandise, material and Waste (including associated receptacles).

Government Agency means any government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or other entity created by a government.

Insurances means the insurances referred to in clause 19.1.

Insurer means each party with whom the Insurances are effected.

Invitee means a person in the Building at the invitation of, under the control of or with permission of (whether express or implied) a Party.

Law means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Legislation means the Development Act and the Management Act or either as the context requires.

Levy Certificate means the certificate the subject of clause 13.

Loading Dock means that part of the Building which is the shared loading dock.

Loading Dock Management Plan means the plan the subject of clause 30.

Lot means (as the context requires) a Strata Lot or a Stratum Lot.

LRS means NSW Land Registry Services (including any replacement Authority).

Management Act means the *Strata Schemes Management Act 2015* (NSW).

Management Fee means the fee payable to the Managing Agent.

Managing Agent means the person appointed by the Building Management Committee under clause 31.1(a)(i).

Members' Roll means the roll described in clause 12.2(b).

New Member means the Member of the Building Management Committee immediately following:

(a) the Subdivision of a Stratum Lot by either a Strata Plan or a Stratum Plan; or

(b) the transfer of a Stratum lot.

Notification means a written notice informing a Party that a Vehicle is in breach of the Car Park Management System.

Occupier means the lessee, licensee or occupier for the time being (not being the Owner).

Officer means an officer of the Building Management Committee as specified in clause 8.1(a).

Original Owner is the party who owned all the Lots on registration of the Registered Stratum Plan: if there is more than one it means each of them jointly and severally.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:67 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

Outgoing Member means the Member of the Building Management Committee immediately prior to:

(a) the Subdivision of a Stratum Lot either by a Strata Plan or a Stratum Plan; or

(b) the transfer of a Stratum lot.

Owner in respect of a Lot means the person for the time being recorded in the register as entitled to an estate in fee simple.

Owners Corporation means the owners corporation constituted on registration of a Strata Plan.

Partial Damage means any damage to a Building or any part of it which is not Total Loss Damage.

Particulars means the particulars on page 2 of this Statement.

Party means a party bound by this Statement.

Permitted Vehicle means a car, small truck, motorcycle or bicycle.

Registered Stratum Plan means DP 1281940 subdividing the land on which the Building is constructed creating the Stratum Lots referred to in the Particulars.

Repair means to clean, maintain, repair, renew or replace.

Representative means the representative of a Member who must be a natural person.

Residential Lot means lot 100 in the Registered Stratum Plan.

Retail Lot means lot 101 in the Registered Stratum Plan.

Rules means rules created under clause 6.

Secretary means the secretary of the Building Management Committee.

Section 88B Instrument means a document created pursuant to section 88B of the *Conveyancing Act 1919* (NSW).

Security Key means a key, magnetic card or other similar device for use in connection with a Shared Facility.

Service means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioned air, waste, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service.

Services Apparatus means:

(a) any item of Apparatus through which a Service passes; and

(b) any item of Apparatus in which a Service is generated, contained or stored (by way of example, water storage tanks, cooling towers and air-conditioning units).

Shared Costs means the costs described in clause 16.

Shared Facilities means the items referred to in the Shared Facilities Register.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:68 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

Shared Facilities Consultant is a party with the qualifications referred to in clause 17.2(e).

Shared Facilities Plan means the plan the subject of Section 17.

Shared Facilities Register means for the register in Section 17.

Sign includes any sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise any product, service or activity and includes any sign advertising a Lot for sale or to let.

Statement means this statement: it includes any registered amendment.

Strata Lot means a lot in a Strata Plan: and if a Strata Lot is subdivided under the Legislation, it includes the lot or lots created by the subdivision.

Strata Management Statement means a strata management statement registered in accordance with the provisions of Part 6 Division 1 of the Development Act: the expression includes any amendment or alteration to the strata management statement.

Strata Plan means a plan that is registered as a strata plan under the Development Act.

Strata Plan of Subdivision means a plan that is registered as a strata plan of subdivision under the Development Act.

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

Stratum Lot means a lot in a Stratum Plan (including all improvements on it): and if a Stratum Lot is subdivided under the *Conveyancing Act 1919* (NSW), it includes the lot or lots created by the subdivision.

Stratum Plan means a plan of subdivision which meets the definition of a "current plan" as defined by section 7A of the *Conveyancing Act 1919* (NSW) which has not been subdivided under the Legislation.

Subdivision means subdivision:

(a) by a plan of subdivision within the meaning of s195 of the *Conveyancing Act 1919* (NSW): it includes the subdivision of a Stratum Lot into further Stratum Lots;

(b) by a Strata Plan; and

(c) by a Strata Plan of Subdivision.

Subdivision Notice means the notice to the Building Management Committee of a Subdivision or proposed Subdivision under clause 41.1(a) or clause 42.1(a).

Substitute Representative means the substitute representative of a Member who must be a natural person.

Total Loss Damage means damage to the Building which requires the demolition and dismantling of the remains of the Building and the total reinstatement of the Building.

Transfer means to assign, transfer, mortgage, create a trust or change ownership.

Transfer Notice means the notice to the Building Management Committee of a transfer of a Stratum Lot under clause 43.1(a).

Treasurer means the treasurer of the Building Management Committee.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:69 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only
18/09/2025	SP109977

Unanimous Resolution means a resolution passed at a properly convened meeting of the Building Management Committee without a vote being cast against it.

Unauthorised Vehicle means a Vehicle in or parked in the Building contrary to this Statement or the Car Park Management System.

Unlawful Sign is a sign described in clause 36.4.

Unlawful Work is work that has been carried out contrary to the procedures in and the requirements of Part One of Section 12.

Vehicle means any motorised mode of transport: including motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

Vehicle Information means the following information about a vehicle:

(a) name of Owner;

(b) registration details;

(c) make and model, and

(d) any other information required by the Building Management Committee.

Visitor Car Space means that part of the Building designated as a visitor car space.

Voting Table means the table in the Particulars.

Waste includes waste, waste and refuse (whether non-recyclable or recyclable).

Waste Room means a room designed and used as an area to hold Waste receptacles.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:70 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

PART ONE- INTERPRETATION

(a) General

In this Statement unless the context indicates a contrary intention:

(i) words denoting any gender include all genders;

(ii) the singular number includes the plural and vice versa;

(iii) references to any legislation includes any legislation which amends or replaces that legislation;

(iv) a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assigns;

(v) a person includes companies and corporations and vice versa;

(vi) person includes the Building Management Committee;

(vii) except in the dictionary, headings do not affect the interpretation of this Statement;

(viii) amounts of money are expressed in Australian dollars unless otherwise expressly stated;

(ix) a reference to a document includes any variation or replacement of it;

(x) a reference to anything includes the whole or each part of it; and

(xi) mentioning anything after "includes" or "including" does not limit what else may be included.

(b) Business Day

(i) If this Statement requires that the day on which a thing must be done is a day which is not a Business Day that thing must be done on or by the preceding Business Day.

(ii) If an event occurs on a day which is not a Business Day, or occurs later than 5.00 pm local time at the place that the event occurs, the event is deemed to have occurred on the next Business Day in the place that the event occurs.

(iii) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.

(iv) A reference to a period of time unless specifically written otherwise, excludes the first day of that period.

(c) Undefined words

Undefined words in this Statement have the same meaning as they do in the Management Act.

(d) Connected person

For the purposes of clause 17.2(e), the Shared Facilities Consultant will be regarded as being connected to the Original Owner if the consultant:

(i) is a relative (within the meaning of the local Government Act 1993 (NSW)) of the Original Owner or, if the Original Owner is a corporation, is a relative of the holder of an executive position in the corporation;

(ii) is employed or engaged by the Original Owner or is a business partner of the Original Owner;

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:71 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

(iii) if the Original Owner is a corporation, holds an executive position in the corporation;

(iv) is the employer of the Original Owner; or

(v) is employed or engaged by, or holds an executive position in, a corporation that also employs or engages the Original Owner or in which the Original Owner holds an executive position.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:72 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

SECTION 17 – SHARED FACILITIES

PART ONE - GENERAL

This Section describes:

(a) The Shared Facilities;
(b) The proportion of the Shared Costs payable by each of the Residential Lot and the Retail Lot; and
(c) The method of determining the proportions.

In this Section:

(a) ***Conducting Medium*** means any wire, cable, pipe, line, duct, chute, garbage chute, drain, water storage tank, cooling tower, exhaust flue, exhaust duct, kitchen flue, kitchen duct, riser duct, service duct, air conditioning unit and apparatus through or in which a Service passes or is stored or contained and access to each item.

(b) ***Service*** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service.

(c) ***Service Apparatus*** means any item of service equipment or Conducting Medium.

(d) ***Service Equipment*** means an item of plant or equipment in which a Service is generated, contained or stored.

(e) ***Exclusive Service Apparatus*** *is* Service Apparatus which is used exclusively by a Stratum Lot, which is located in another Stratum Lot and which is to be maintained by the Stratum Lot that has the exclusive use.

(f) ***Access*** to a Shared Facility or an item of Service Apparatus is available to a benefited Member for the purpose of using, operating or maintaining the item.

(g) Notwithstanding any other clause in this Statement, where a Shared Facility has a 100% apportionment to a Stratum Lot, then that Stratum Lot has total responsibility for the operation, maintenance and replacement of the Shared Facility: and not the Building Management Committee, unless stated otherwise stated in the Shared Facilities Register.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:73 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only
18/09/2025	SP109977

PART TWO – SHARED FACILITIES REGISTER

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
SF1	Strata Management Services	Strata management services include the services provided to the Building Management Committee. Costs for the services include, without limitation: a) Fees that the Building Management Committee must pay the Managing Agent according to their agreement; b) Other costs incurred by the Building Management Committee according to its agreement with the Managing Agent; and c) Costs incurred by the Building Management Committee to maintain its records (including its financial records) according to this Statement.	99%	1%	1
SF2	Facility Management Services	Facilities Management Services include the services provided by the Facilities Manager appointed by the Building Management Committee. Costs for the services include, without limitation: a) Fees that the Building Management Committee must pay the Facilities Manager according to their agreement; and b) Other costs incurred by the Building Management Committee according to its agreement with the Facilities Manager.	99%	1%	1

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:74 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only
18/09/2025	SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
SF3	Building Manager's Room	This Shared Facility is marked SF3 on the Shared Facilities Plan. This Shared Facility includes: a) Use of the room in order to fulfil the role described in Shared Facility SF3 Facility Management Services; b) Office furniture and equipment; c) Costs and Access associated with the operation, maintenance and replacement of the Shared Facility; and d) Service Apparatus required to operate the facility.	99%	1%	1
SF4	Insurance	Costs for insurance include, without limitation: a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Building Management Committee according to the management statement; d) Excess on insurance policies effected by the Building Management Committee; e) Valuations of the Building for insurance purposes; f) Insurance broker fees; and g) Other costs incurred by the Building Management Committee to affect an insurance policy or under and existing policy.	99%	1%	3

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:75 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
SF5	Car Park Access	This Shared Facility is marked SF5 on the Shared Facilities Plan and provides vehicular access within Stratum Lot 100. This Shared Facility includes: a) Installing, maintaining and repairing the roller shutter or boom gate (if any) and other security devices in the car park access ways marked SF5 on the Shared Facilities Plan; b) Vehicular access to a Statum Lot's car park spaces; c) Maintaining and repairing the car park access way and all services located within it; d) Costs and Access associated with the operation, maintenance and replacement of the Shared Facility; and e) Service Apparatus required to operate the Shared Facility. Excluded is any roller shutter or boom gate which only services one Stratum Lot.	97%	3%	2
SF6	Car Park Ventilation and Lighting System	The car park ventilation and lighting system is located on car park levels and includes: a) The fan room located marked SF6 on the Shared Facilities Plan; b) The Service Apparatus required to operate the Shared Facility; c) The exhaust system to the point of discharge at ground level, car parking Levels and / or on the roof via an exhaust riser; d) The lighting on the car park levels; and	97%	3%	2

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:76 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
	Car Park Ventilation and Lighting System (continued)	e) Costs and Access associated with the operation, maintenance and replacement of the Shared Facility.			
SF7	Goods Lift	The goods lift is used to convey goods and refuse between the loading dock and access area on level 1. The Shared Facility is marked SF7 on the Shared Facilities Plan and includes: a) Access to the goods lift; b) Cost of operation, maintenance and replacement of the lift; and c) The Service Apparatus required to operate the Shared Facility.	0%	100%	4
SF8	Access Corridor	This Shared Facility provides Access for members and is marked SF8 on the Shared Facilities. This Shared Facility includes: a) Access by members, Occupiers and guests, and customers and clients; b) Costs and Access associated with the operation, maintenance and replacement of the Shared Facility; and c) The Service Apparatus required to operate the Shared Facility.	99%	1%	1
SF9	Loading Dock	The Loading Dock is located on basement 1 and is marked SF9 on the Shared Facilities Plan. The Loading Dock can be used by both members for the loading and unloading of goods, furniture and consumables required to operate business or furnish an apartment and the disposal of Waste. The use of the Loading Dock is to be managed by the Building Management Committee.	93%	7%	5

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:77 of 104
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Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
	Loading Dock (continued)	The Shared Facility includes the Service Apparatus required to operate the facility. Costs and Access associated with the operation, maintenance and replacement of the Shared Facility.			
SF10	Electrical Infrastructure	Electrical infrastructure includes: a) The main switch room marked SF10 on the Shared Facilities Plan; b) All electrical meters, sub-meters and distribution boards located in the main connections box and switch rooms which supply electricity to each Stratum Lot; c) Electrical wires, cables and ducts which service each Stratum Lot; d) Any associated Exclusive Services Apparatus and the Stratum Lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) The electrical meter for Shared Facilities shown as costs for electrical consumption measured by the Shared Facility; f) Costs for electrical consumption by the Shared Facility; and g) The Service Apparatus required to operate the facility. Electrical infrastructure excludes: a) Costs for electrical consumption by an individual member, Owner or Occupier; and	99%	1%	1

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:78 of 104
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Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
	Electrical Infrastructure (continued)	b) Electrical wires, distribution boards, cables and ducts which are for the exclusive use of a member, Owner or Occupier.			
SF11	Gas Infrastructure	This Shared Facility includes: a) The gas meter and regulator located, marked SF11 on the Shared Facilities Plan; b) The master data logging system for the gas supply to all Stratum Lots; c) Main gas regulator; d) Any associated Exclusive Services Apparatus and the Stratum Lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Gas pipes, wires, cables and ducts exclusively servicing Shared Facilities and leading to the various Buildings; f) Ventilation system; g) Gas pipes, wires, cables and ducts that service more than that one component; h) Costs and Access associated with the operation, maintenance and replacement of the Shared Facility; and i) The Service Apparatus required to operate the facility. Gas Infrastructure excludes: a) Costs for gas consumption by an individual member, Owner or Occupier; and	99%	1%	1

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:79 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only
18/09/2025	SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
	Gas Infrastructure (continued)	b) Pipes, regulators, valves etc. which are for the exclusive use of a member, Owner or Occupier.			
SF12	Sewerage System	The sewerage system includes: a) Sewer pipes, pumps, vent pipes and hydraulic pipes that service the Stratum Lots from the boundary trap to the junction point; b) Costs and Access associated with the operation, maintenance and replacement of the Shared Facility; c) Any associated Exclusive Services Apparatus and the Stratum Lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; and d) The Service Apparatus required to operate the facility. The sewerage system excludes the sewerage components which are located inside each Stratum Lot which are for the exclusive use of a member, an Owner or an Occupier.	99%	1%	1
SF13	Stormwater System	The stormwater system includes: a) The stormwater tank marked SF13 on the Shared Facilities Plan; b) All drainage pumps and filtration systems associated with the stormwater system; c) Stormwater pits; d) Any associated Exclusive Services Apparatus and the Stratum Lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus;	99%	1%	1

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:80 of 104
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Registered: 18/09/2025	Office Use Only	Office Use Only SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
	Stormwater System (continued)	e) The on site detention tank marked SF13 on the Shared Facilities Plan; f) Drainage pipes into the drainage system; g) Costs and Access associated with the operation, maintenance and replacement of the Shared Facility; and h) The Service Apparatus required to operate the facility. This Shared Facility excludes: All drainage pipes which exclusive service a Stratum Lot.			
SF14	Telecommunication System	The telecommunication system includes the: a) Telecommunication room marked SF14 on the Shared Facilities Plan; b) The computer electrical cables servicing the room; c) All cables which connect from the telecommunication room to those nodes where the cables become the responsibility of the respective member; d) Any associated Exclusive Services Apparatus and the Stratum Lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Lighting in the telecommunication room; f) Ventilation system for the telecommunication room; g) Costs and Access associated with the operation, maintenance and replacement of the Shared Facility; and	99%	1%	1

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:81 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
	Telecommunication System (continued)	h) The Service Apparatus required to operate the facility. The telecommunication system excludes: The telecommunication components which are located inside each Stratum Lot which are for the exclusive use of a member, an Owner or an Occupier.			
SF15	Cold Water Service	The cold water supply throughout the Building is through a network of pipe reticulation, including metering and booster pumps and the rooms in which they are housed. The cold water supply system includes: a) The main water meter and booster valve located on the ground floor marked SF15 on the Shared Facilities Plan; b) The domestic pumps marked SF15 on the Shared Facilities Plan and hydraulic pipes which exclusively service Shared Facilities and more than one Strata Scheme or Stratum Lot (or a combination of both); and c) Any Service Apparatus required to operate the Shared Facility; The cold water service excludes: a) Valves, pumps and hydraulic pipes which are for the exclusive use of a member, Owner or Occupier; b) Any associated Exclusive Services Apparatus and the Stratum Lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; and c) Separate meters measure individual member's water consumption.	99%	1%	1

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:82 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
	Cold Water Service (continued)	Each member must pay for its own cold water supply for its Stratum Lot past the point of independent building metering for its Building.			
SF16	Hot Water System	This Shared Facility includes the hot water plant located on the roof level and marked SF16 on the Shared Facilities Plan as well as: a) The hot water heaters; b) Pumps and filters; c) Service apparatus required to operate this Shared Facility; and d) Costs and Access associated with the operation, maintenance and replacement of the Shared Facility. The hot water system excludes: All hot water Service Apparatus including maintenance, replacement and operating costs of that apparatus, which exclusively service a Stratum Lot.	99%	1%	1
SF17	Roof	This Shared Facility is the roof of the Building marked SF17 on the Shared Facilities Plan and includes: a) The roof structure; b) The roof and guttering; c) The drainage system which conveys water to street level; d) The roof's membrane; e) Access to the roof for maintenance purposes; and f) All costs associated with the cleaning, maintenance, repair and replacement of the Shared Facility.	99%	1%	1

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:83 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
SF18	External Lighting	This Shared Facility includes: a) Lighting of the external part of the Building which is not related to the recreation area. Costs for the external lighting including the cost for light fittings, globes, cables, stands and maintenance; and b) The Service Apparatus required to operate this Shared Facility. This Shared Facility does not include lighting installed for the exclusive use of a Stratum Lot or lighting for any other purpose than noted above.	99%	1%	1
SF19	Fire Control System	The fire control system is an integrated system located throughout the Building generally. This Shared Facility includes, without limitation, each of the following items: a) The fire control room shown as SF19 on the Shared Facilities Plan and its ventilation system; and b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The fire hydrant and sprinkler booster assembly marked SF19 on the Shared Facilities Plan; d) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; e) The sprinkler water tank marked as SF19 on the Shared Facilities Plan; f) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; g) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system;	99%	1%	1

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:84 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
	Fire Control System (continued)	h) Emergency lighting and sound system including all light fittings, batteries and other components forming part of the emergency lighting system; i) Fire indicator panels located on and mimic panels together with their associated electrical components servicing the sprinkler valve room; j) The fire system includes the cost to comply with any obligations of the Building Management Committee regarding fire safety; k) Stair pressurisation system; l) All costs associated with obtaining fire safety certification and fire safety statements; and m) The Service apparatus required to operate the facility. The fire system does not include: Additional fire safety equipment or services installed by a member, owner or occupier.			
SF20	Fire Stairs	The fire stairs are marked SF20 on the Shared Facilities Plan and includes: a) The stairs and egress corridors; b) Access to the Shared Facility; c) Costs and Access associated with the operation, maintenance and replacement of the Shared Facility; and d) The Service Apparatus required to operate the facility.	99%	1%	1
SF21	Security Services	Security services generally include all security items giving Access to the Shared Facilities and vehicular access into the car park levels of the Stratum Lots. Security services	99%	1%	1

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:85 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
	Security Services (continued)	include: a) Security guards contracted by the Building Management Committee to provide manned security services and patrols for the Stratum Lots; b) Security keys (and equipment for encoding security keys); c) Security cameras are to be installed to monitor the entry and exit points in and around the Building as well as other appropriate places; d) Security equipment such as computers and monitors in the room marked SF21 on the Shared Facilities Plan as well as mounted security cameras on Common Property or on Shared Facilities; e) The security access card reader located at the entrance to the car park and car lifts; f) Costs and Access associated with the operation, maintenance and replacement of the Shared Facility; g) Access to the Shared Facility for operational and maintenance matters; and h) Service Apparatus required to operate the Shared Facility.			
SF22	Common Toilet	The common toilet is located on basement level 1 and marked SF22 on the Shared Facilities Plan. The facilities include: a) Access to the facility; b) Use of the toilet by the Owners, Occupiers of the benefited Stratum Lots and their visitors and customers as well as contractors;	99%	1%	1

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:86 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
	Common Toilet (continued)	c) Costs and Access associated with the operation, maintenance and replacement of the Shared Facility; and d) The Service Apparatus required to operate the facility.			
SF23	Signage	This Shared Facility is any directional signage associated with Access to the car park, lane ways, communal facilities and other Shared Facilities and includes: a) Cost of maintaining, repairing and replacing the directional signage within the Building; and b) The Service Apparatus required to operate the facility. This Shared Facility does not include signage installed for the exclusive use of a Stratum Lot or signage for any other purpose than noted above.	99%	1%	1
SF24	Public Art	This Shared Facility is marked SF24 on the Shared Facilities Plan and is situated on the ceiling and walls of the public access corridor and includes: a) The decorative structures which are affixed to the ceiling and walls; b) Service Apparatus required to operate this Shared Facility; and c) Costs and Access associated with the operation, maintenance and replacement of the Shared Facility.	99%	1%	1
SF25	Landscape Perimeter	This Shared Facility is located on the ground floor between the Building facades and the kerb lines of the adjacent public roads and is marked as SF25 on the Shared Facilities Plan. This Shared Facility includes, but is not limited to:	99%	1%	1

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:87 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
	Landscape Perimeter (continued)	a) Keeping the area clear of litter and debris; b) Maintaining, repairing and replacing any hard and soft landscaping and irrigation system; c) Maintaining, repairing and replacing visitor bike parking spaces and bike racks; and d) Any Service Apparatus required to maintain the Shared Facility.			
SF26	Lift	The lift is used for Access and egress between the public access area on the upper plaza on level 2, and the retail entry on level 1 and is marked SF26 on the Shared Facilities Plan. The Shared Facility includes: a) Access to the lift; and b) The cost of operation, maintenance and replacement of the lift. The Service Apparatus required to operate the Shared Facility.	0%	100%	4
SF27	Grease Arrestor	The grease arrestor is located on basement level 2 marked SF27 on the Shared Facilities Plan. The grease arrestor is for the exclusive use of Stratum Lot 101. The Shared Facility includes: a) Water consumption of the grease arrestor; b) Ventilation ducting to the roof, which is for the exclusive use of the grease arrestor and any associated taps and / or mechanical services; c) Cleaning of the grease arrestor and any leakages from the grease arrestor;	0%	100%	4

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:88 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
	Grease Arrestor (continued)	d) Access to the Shared Facility for operational and maintenance matters; and e) Service Apparatus required to operate the Shared Facility.			
SF28	External Cleaning	This Shared Facility includes all costs incurred by the Building Management Committee to clean the external parts of the Buildings, including inaccessible windows. The facility includes: a) Building maintenance unit; and b) Facade rope access system. This Shared Facility excludes shop front windows.	99%	1%	1
SF29	Pest Control	This Shared Facility includes: a) Regular inspections of Shared Facilities for pest infestations; and b) Treatment of Shared Facilities for pests (including preventative treatments). This Shared Facility excludes the cleaning of the external areas of the Building.	99%	1%	1
SF30	Cleaning	This Shared Facility includes all costs incurred by the Building Management Committee to clean all Shared Facilities identified in this schedule. This Shared Facility excludes the cleaning of the external areas of the Building.	99%	1%	1
SF31	Electricity Consumption through House Meters	Notwithstanding the requirements of other Shared Facilities, this Shared Facility includes the cost of the electrical consumption by the house meters in the Building	99%	1%	1

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:89 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
	Electricity Consumption through House Meters (continued)	where the electricity consumption of any Shared Facility is metered through a house meter. Under these circumstances the Building Management Committee is responsible for paying the invoices for all the house meters. However, this Shared Facility does not include the electricity consumption of any apartment or commercial tenancy in the Building.			
SF32	Public Access Areas	The public access area is part of the ground floor area of the complex shown as SF37 on the Shared Facilities Plan. This Shared Facility includes, but is not limited to: a) Pedestrian access by the general public. b) Maintaining, repairing and replacing the paved areas, any bollards, landscaping, irrigation system, public c) seating, waste bins, security system and lighting system for the public access area; d) Structural repairs for the public access area; e) Capital expenditure to the public access area; and f) Any Service Apparatus required to operate the Shared Facility. Areas within the Shared Facility which are subject to a commercial licence are excluded from the Shared Facility.	99%	1%	1
SF33	Car Share Spaces	Includes 10 car spaces on level 1 and Access thereto. The 10 car spaces in this Shared Facility have been allocated for "car share" parking spaces in accordance with the Development Approval. Costs and Access associated with the operation, maintenance and replacement of the Shared Facility.	99%	1%	1

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:90 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
	Car Share Spaces (continued)	The Building Management Committee may enter into an agreement with a provider to operate this facility.			
SF34	Building Structure, Perimeter and Retaining Walls	This Shared Facility includes the following parts of the Building located on the basement levels and open areas on the ground level which support the Building: a) All footings, columns, beams and slabs; b) Perimeter and retaining walls, and c) Other structural elements. The Building Management Committee is responsible for structural repairs and structural maintenance of the above as well as waterproofing and replacement where necessary. This Shared Facility excludes ordinary repairs and maintenance such as painting and cleaning.	99%	1%	1
SF35	Accounting, Audits and Taxation Fees	This Shared Facility includes the costs for accounting, auditing and taxation advice by a qualified accountant and / or auditor appointed by the Building Management Committee according to this Management Statement. It includes, without limitation, provision for striking levies, cheques and EFTs, TFN application, lodgement of quarterly BAS (if any required by law), lodgement of annual tax return and electronic access.	99%	1%	1
SF36	Legal Fees	This Shared Facility includes legal fees incurred by the Building Management Committee.	99%	1%	1
SF37	Consultant's Fees	This Shared Facility includes consultant's costs including, without limitation: a) Consultant's fees incurred by the Building Management Committee;	99%	1%	1

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:91 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: 18/09/2025	Office Use Only	Office Use Only
		SP109977

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON THE SHARED FACILITIES PLAN)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS APPORTIONMENT OF COSTS		COST ALLOCATION METHOD
			Residential Lot	Retail Lot	
	Consultant's Fees (continued)	b) Preparation of a capital works fund forecast report; and Preparation of WHS audit report and any other reports required by the Building Management Committee.			

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:92 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered:	Office Use Only
18/09/2025	SP109977

PART THREE - COST ALLOCATION METHODS

This Section describes the cost allocation methods used for determining the apportionment of Shared Costs.

- **Method 1**

The proportion of the habitable floor area of each Stratum Lot in relation to the total habitable floor area of each Stratum Lot.

- **Method 2**

The relative proportion of the number of car parking spaces allocated to each Stratum Lot.

- **Method 3**

RV denotes replacement value.

The RV of each Stratum Lot as required by Section 162 of the *Strata Schemes Management Act 2015* (NSW) as a proportion of the total replacement value of the Building.

- **Method 4**

The Shared Facility is for the exclusive benefit of a Stratum Lot.

- **Method 5**

The proportion of Waste generated from each Stratum Lot as quoted in the Waste Management Plan.

- **Method 6**

The estimated proportional usage of the Shared Facility by benefited Members.

- **Method 7**

The relative proportion of apartments in the Stratum Lots.

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:93 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

Registered: Office Use Only	Office Use Only
18/09/2025	SP109977

PART FOUR - COST ALLOCATION DATA

Method 1 - Habitable Areas		
	Residential Lot	**Retail Lot**
	32,167m²	358m²
Total: **32,525m²**		
	99%	1%

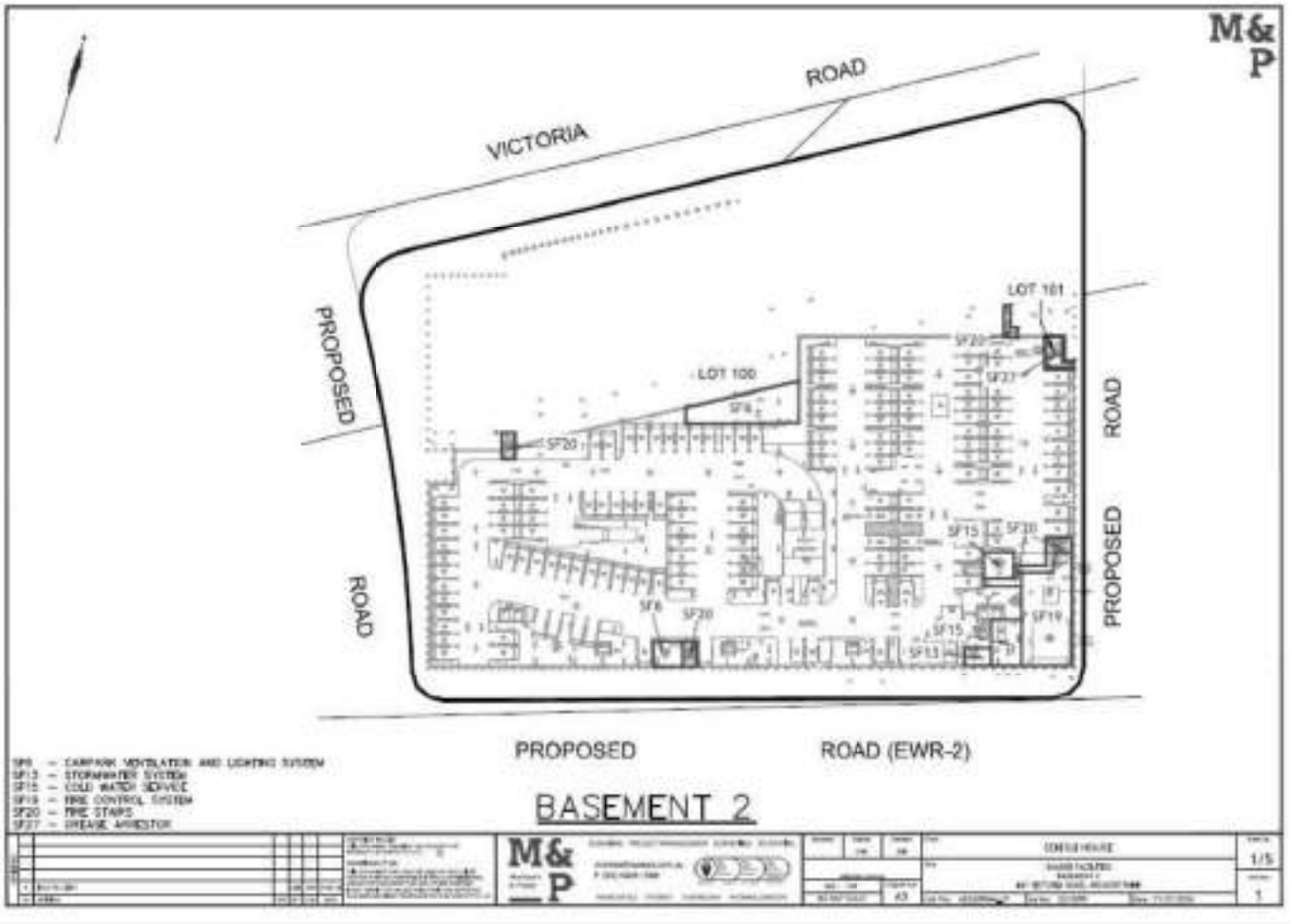
Method 2 – Number of Car Spaces		
	Residential Lot	**Retail Lot**
	468	13
Total: **481**		
	97%	3%

Method 5 – Waste Generation		
	Residential Lot	**Retail Stratum Lot**
	80,800 litres per week	6,453 litres per week
Total: **87,253 litres per week**		
	93%	7%

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:94 of 104
© Office of the Registrar-General /Src:InfoTrack /Ref:2101426

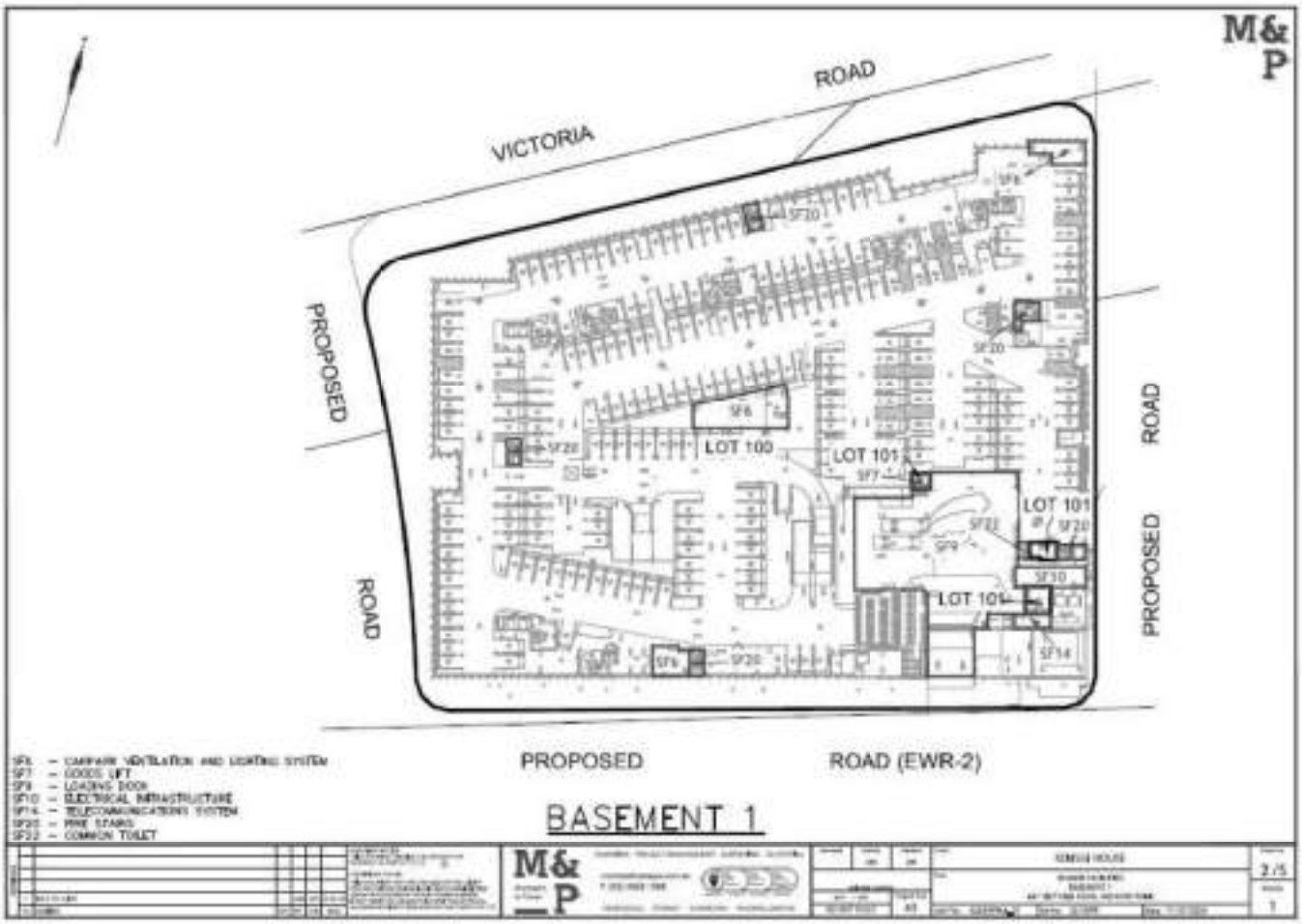
Registered:	Office Use Only
18/09/2025	SP109977

PART FIVE – SHARED FACILITIES PLAN



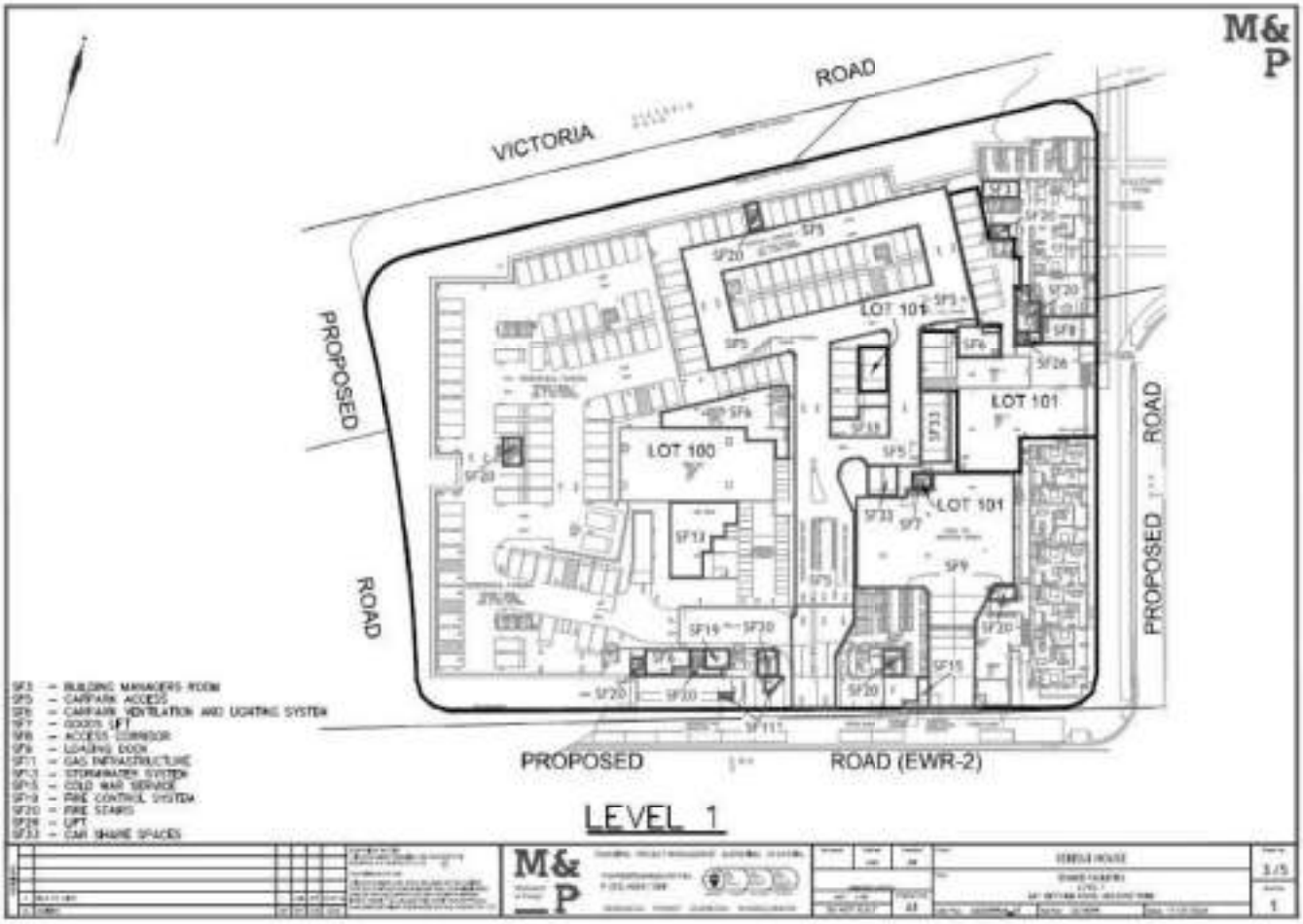
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Approved Form 12	**Strata Management Statement**	Sheet 95 of 104 sheets
Registered: 18/09/2025	Office Use Only	Office Use Only SP109977



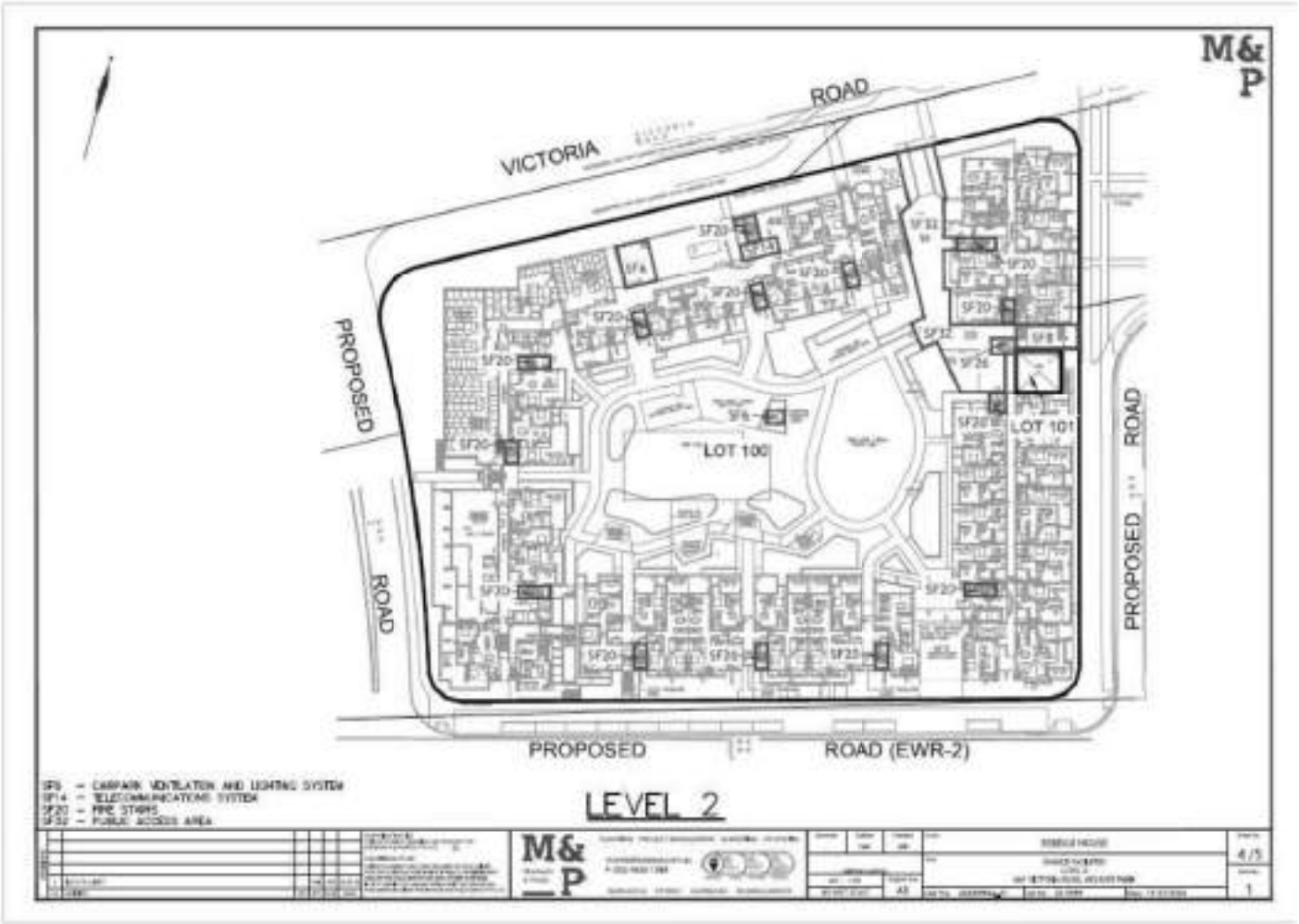
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Approved Form 12	**Strata Management Statement**	Sheet 96 of 104 sheets
Registered: Office Use Only 18/09/2025		Office Use Only SP109977



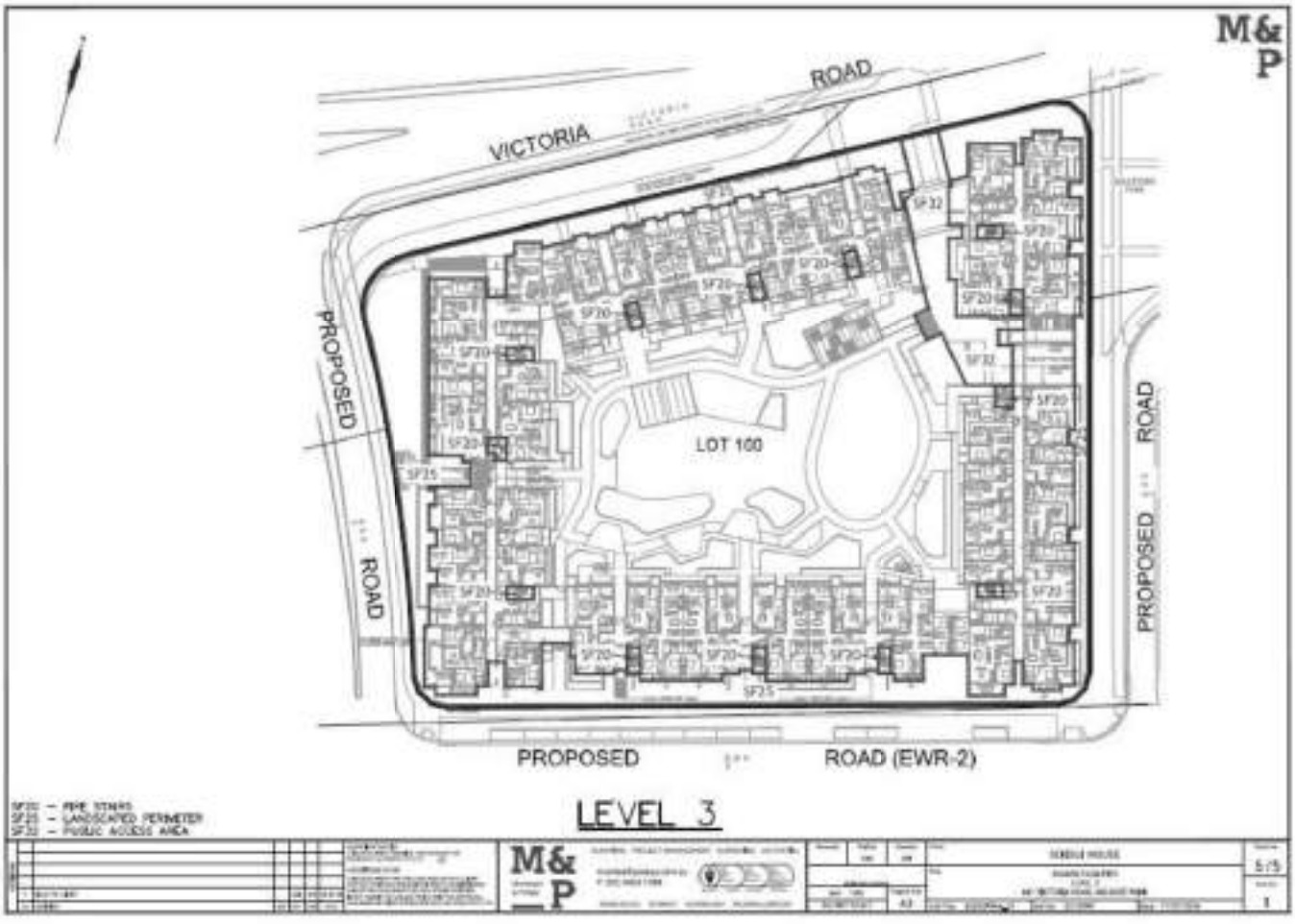
Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:97 of 104
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Approved Form 12	**Strata Management Statement**	Sheet 97 of 104 sheets
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Approved Form 12	**Strata Management Statement**	Sheet 98 of 104 sheets
Registered: 18/09/2025	Office Use Only	Office Use Only SP109977



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Registered: 18/09/2025

Office Use Only

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SP109977

Date: The day of 2025

Execution

Registered Proprietor:

Executed by SH Melrose Land Pty Ltd ACN 639 001 522 in accordance with section 127 of the *Corporations Act 2001* (C'th):

Hide Seguchi
Hide Seguchi (Jul 15, 2025 16:28 GMT+10)
Signature of authorised person

Atsuhide Seguchi
Name of authorised person

Director
Office held

Kaz Sakamoto
Kaz Sakamoto (Jul 15, 2025 12:50 GMT+10)
Signature of authorised person

Kazuya Sakamoto
Name of authorised person

Company secretary
Office held

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Registered:	Office Use Only	Office Use Only
18/09/2025		SP109977

Execution (continued)

Registered Mortgagee mortgage AN763073 Sumitomo Mitsui:

Executed for and on behalf of Sumitomo Mitsui Banking Corporation Pty Limited, Sydney Branch ARBN 114 053 459 under power of attorney dated 23 May 2024 and registered in New South Wales Book 4825 No 666

By executing this instrument, the Attorney states that the Attorney has received not notice of the revocation of the Power of Attorney.

.....	.....
Signature of Attorney	Signature of Witness
Balaji Vallam	Eunice Oh
.....	.....
Name of Attorney	Name of Witness
	Level 40, The Chifley Tower, 2 Chifley Square, Sydney NSW 2000
	.....
	Address of Witness

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18/09/2025		SP109977

Execution (continued)

Registered Mortgagee mortgage number AK615388 mortgagee SH Melrose Development 2 Pty Ltd

Executed by SH Melrose Development 2 Pty Ltd ACN 601 434 557 in accordance with section 127 of the *Corporations Act 2001* (C'th):

Hide Seguchi	Kaz Sakamoto
Hide Seguchi (Jul 15, 2025 16:28 GMT+10)	Kaz Sakamoto (Jul 15, 2025 12:50 GMT+10)
Signature of authorised person	Signature of authorised person
Atsuhide Seguchi	Kazuya Sakamoto
Name of authorised person	Name of authorised person
Director	Company secretary
Office held	Office held

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:102 of 104
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18/09/2025	SP109977

Execution (continued)

Registered Mortgagee mortgage number AK615388 mortgagee Melrose Park Development 1 Pty Ltd

Executed by Melrose Park Development 1 Pty Ltd ACN 641 797 033 in accordance with section 127 of the *Corporations Act 2001* (C'th):

Hide Seguchi	Kaz Sakamoto
Hide Seguchi (Jul 15, 2025 16:28 GMT+10)	Kaz Sakamoto (Jul 15, 2025 12:50 GMT+10)
Signature of authorised person	Signature of authorised person
Atsuhide Seguchi	Kazuya Sakamoto
Name of authorised person	Name of authorised person
Director	Company secretary
Office held	Office held

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:103 of 104
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Registered:	Office Use Only
18/09/2025	SP109977

Execution (continued)

Registered Mortgagee mortgage number AK615388 mortgagee Melrose Park Development 2 Pty Ltd

Executed by Melrose Park Development 2 Pty Ltd ACN 641 797 480 in accordance with section 127 of the *Corporations Act 2001* (C'th):

Hide Seguchi	Kaz Sakamoto
Hide Seguchi (Jul 15, 2025 16:28 GMT+10)	Kaz Sakamoto (Jul 15, 2025 12:50 GMT+10)
Signature of authorised person	Signature of authorised person
Atsuhide Seguchi	Kazuya Sakamoto
Name of authorised person	Name of authorised person
Director	Company secretary
Office held	Office held

Req:R951852 /Doc:SP 0109977 M /Rev:18-Sep-2025 /NSW LRS /Prt:18-Sep-2025 11:12 /Seq:104 of 104
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Registered:	Office Use Only
18/09/2025	SP109977

Execution (continued)

Registered Mortgagee mortgage number AK615388 mortgagee Melrose Park Development 3 Pty Ltd

Executed by Melrose Park Development 3 Pty Ltd ACN 641 797 506 in accordance with section 127 of the *Corporations Act 2001* (C'th):

Hide Seguchi	Kaz Sakamoto
Hide Seguchi (Jul 15, 2025 16:28 GMT+10)	Kaz Sakamoto (Jul 15, 2025 12:50 GMT+10)
Signature of authorised person	Signature of authorised person
Atsuhide Seguchi	Kazuya Sakamoto
Name of authorised person	Name of authorised person
Director	Company secretary
Office held	Office held

Req:R371103 /Doc:DP 1281940 P /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:1 of 21
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COORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 1439	321 970.475	6257 728.334	C	-	SCIMS	FOUND
PM 33894	320 907.334	6256 617.960	B	0.03	SCIMS	FOUND
SSM 212129	321 441.594	6257 376.715	A	0.02	SCIMS	FOUND
SSM 59258	321 657.077	6256 269.876	B	0.03	SCIMS	FOUND

DATE OF SCIMS COORDINATES: 11-10-2024 MGA ZONE: 56 MGA DATUM: GDA2020
COMBINED SCALE FACTOR: 0.999982

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 59258	SSM 212129	+24.487	TRIGONOMETRIC HEIGHTING
SSM 212129	PM 1439	+4.755	TRIGONOMETRIC HEIGHTING
PM 1439	SSM 59258	-29.242	TRIGONOMETRIC HEIGHTING
HEIGHT DATUM: AHD71			

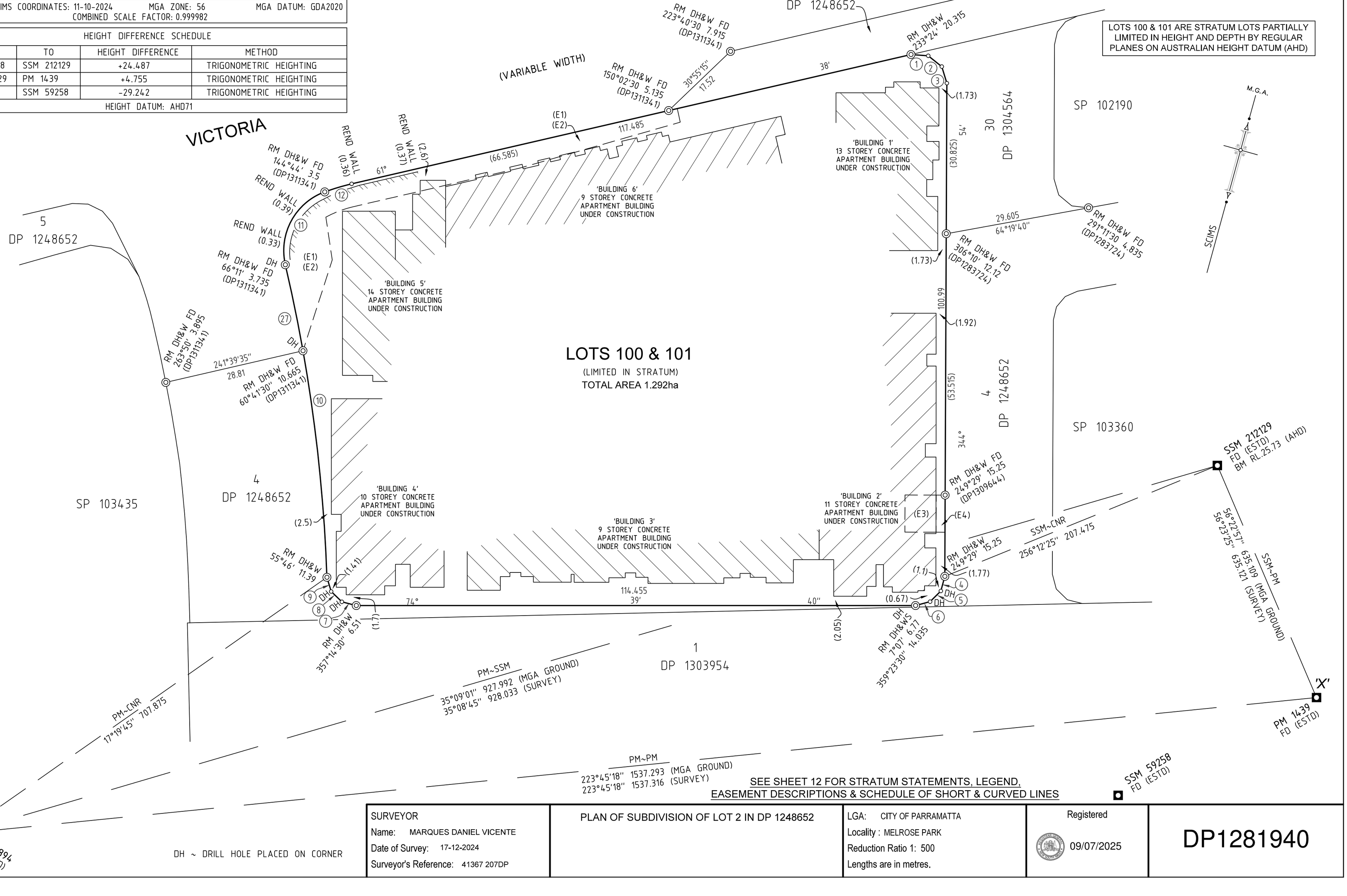
HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
SSM 59258	1.243	LB	N/A	SCIMS ADOPTED	FOUND
PM 1439	30.479	LC	N/A	SCIMS-DATUM VALIDATION	FOUND
SSM 212129	25.73	D	0.17		FOUND
DATE OF SCIMS AHD VALUES: 11-10-2024 HEIGHT DATUM: AHD71					

LOCATION PLAN

SCHEDULE OF TOTAL AREAS

LOT	No. OF PARTS	FOOTPRINT AREA	TOTAL AREA (FOR INFORMATION PURPOSES ONLY)
100	6	1.292ha	6.360ha
101	9	876.9m²	1007m²

LOTS 100 & 101 ARE STRATUM LOTS PARTIALLY LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES ON AUSTRALIAN HEIGHT DATUM (AHD)



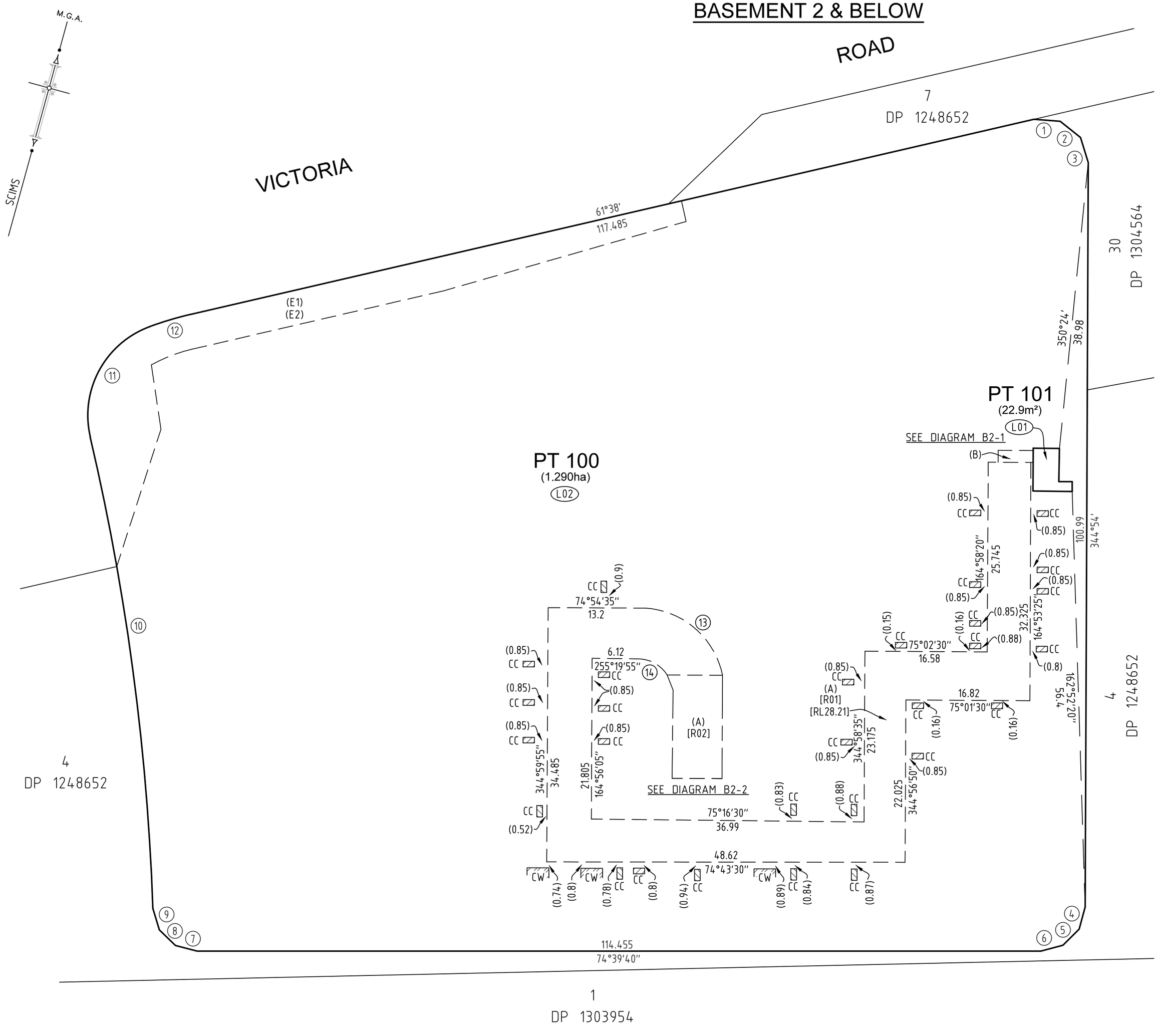
SEE SHEET 12 FOR STRATUM STATEMENTS, LEGEND, EASEMENT DESCRIPTIONS & SCHEDULE OF SHORT & CURVED LINES

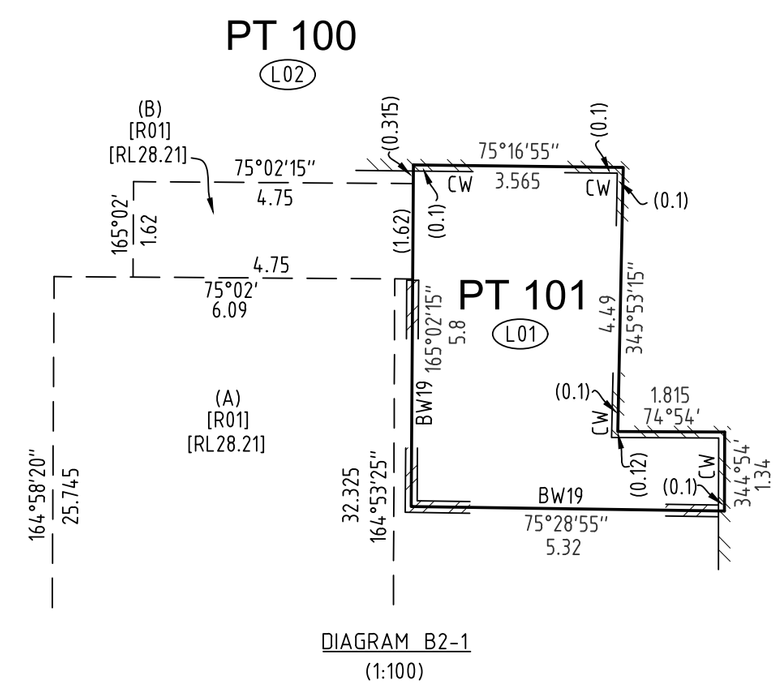
DH ~ DRILL HOLE PLACED ON CORNER

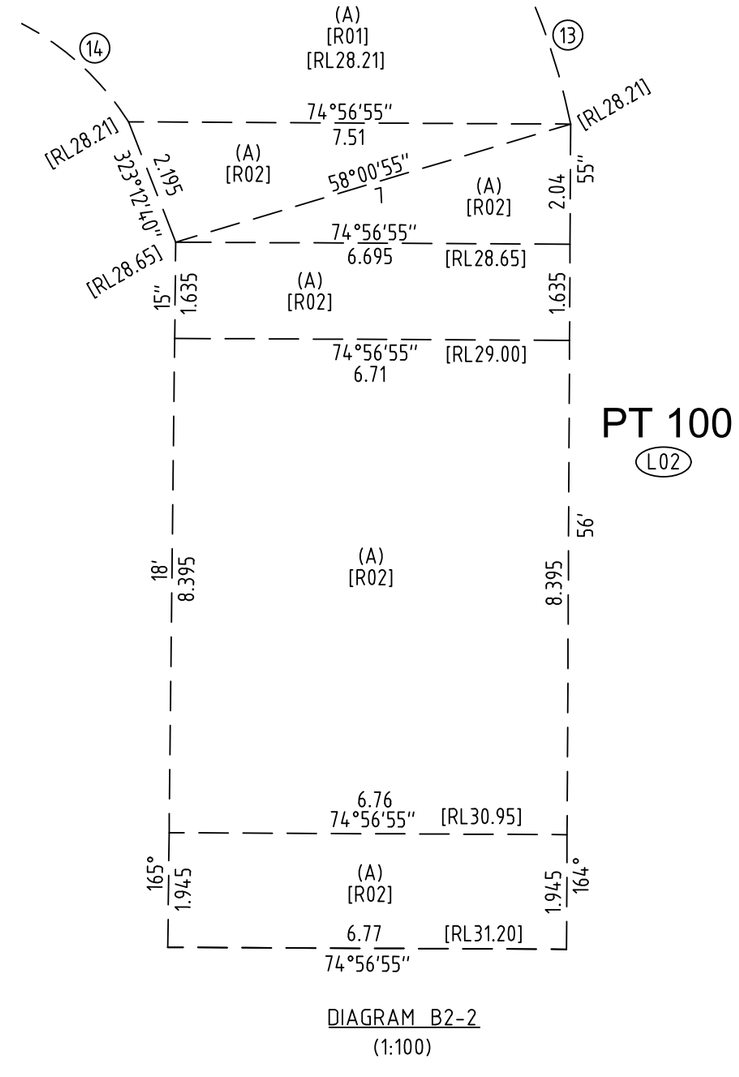
SURVEYOR Name: MARQUES DANIEL VICENTE Date of Survey: 17-12-2024 Surveyor's Reference: 41367 207DP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 500 Lengths are in metres.	Registered 09/07/2025	DP1281940

Req:R371103 /Doc:DP 1281940 P /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:2 of 21
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BASEMENT 2 & BELOW







SEE SHEET 12 FOR STRATUM STATEMENTS, LEGEND, EASEMENT DESCRIPTIONS & SCHEDULE OF SHORT & CURVED LINES

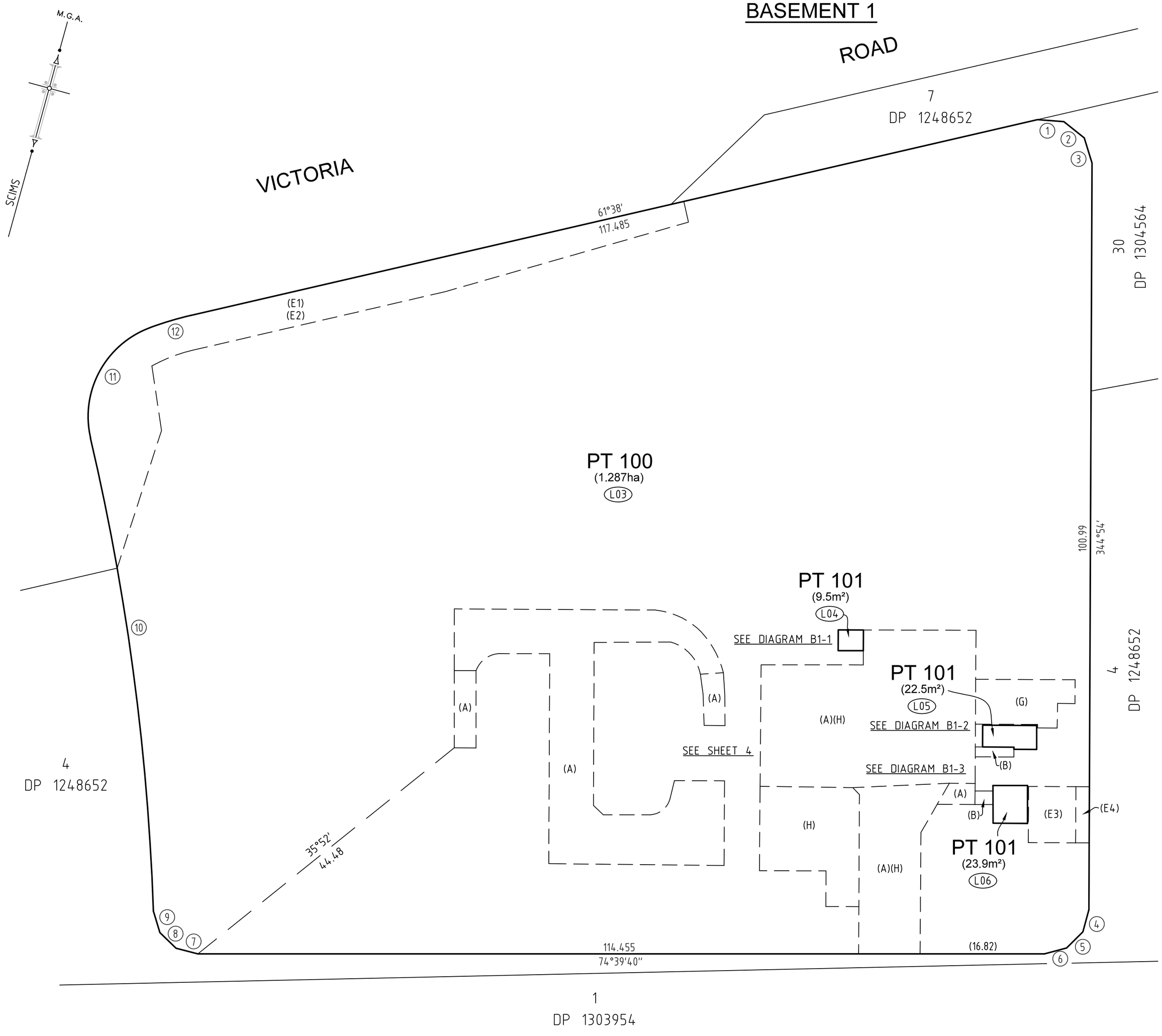
SCHEDULE OF AREAS
(BASEMENT 2 & BELOW)

LOT	NO. OF PARTS	TOTAL AREA
100	1	1.290ha
101	1	22.9m²

SURVEYOR Name: MARQUES DANIEL VICENTE Date of Survey: 17-12-2024 Surveyor's Reference: 41367 207DP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 400 Lengths are in metres.	Registered 09/07/2025	DP1281940

Req:R371103 /Doc:DP 1281940 P /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:3 of 21
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BASEMENT 1



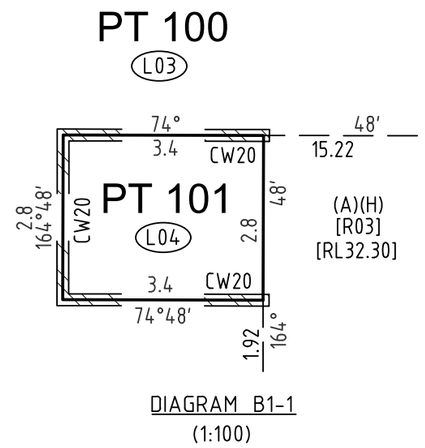


DIAGRAM B1-1
(1:100)

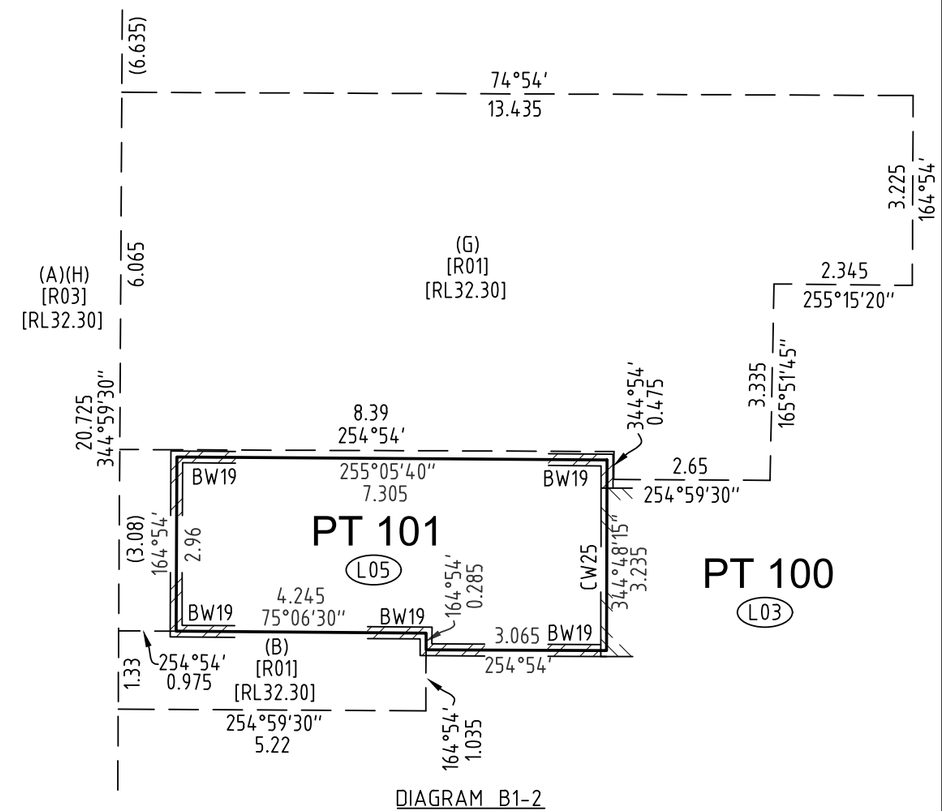


DIAGRAM B1-2
(1:100)

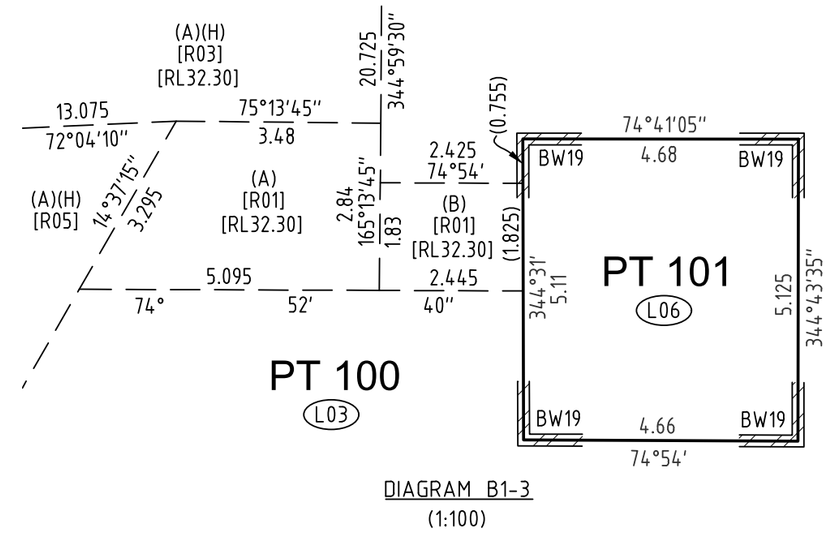


DIAGRAM B1-3
(1:100)

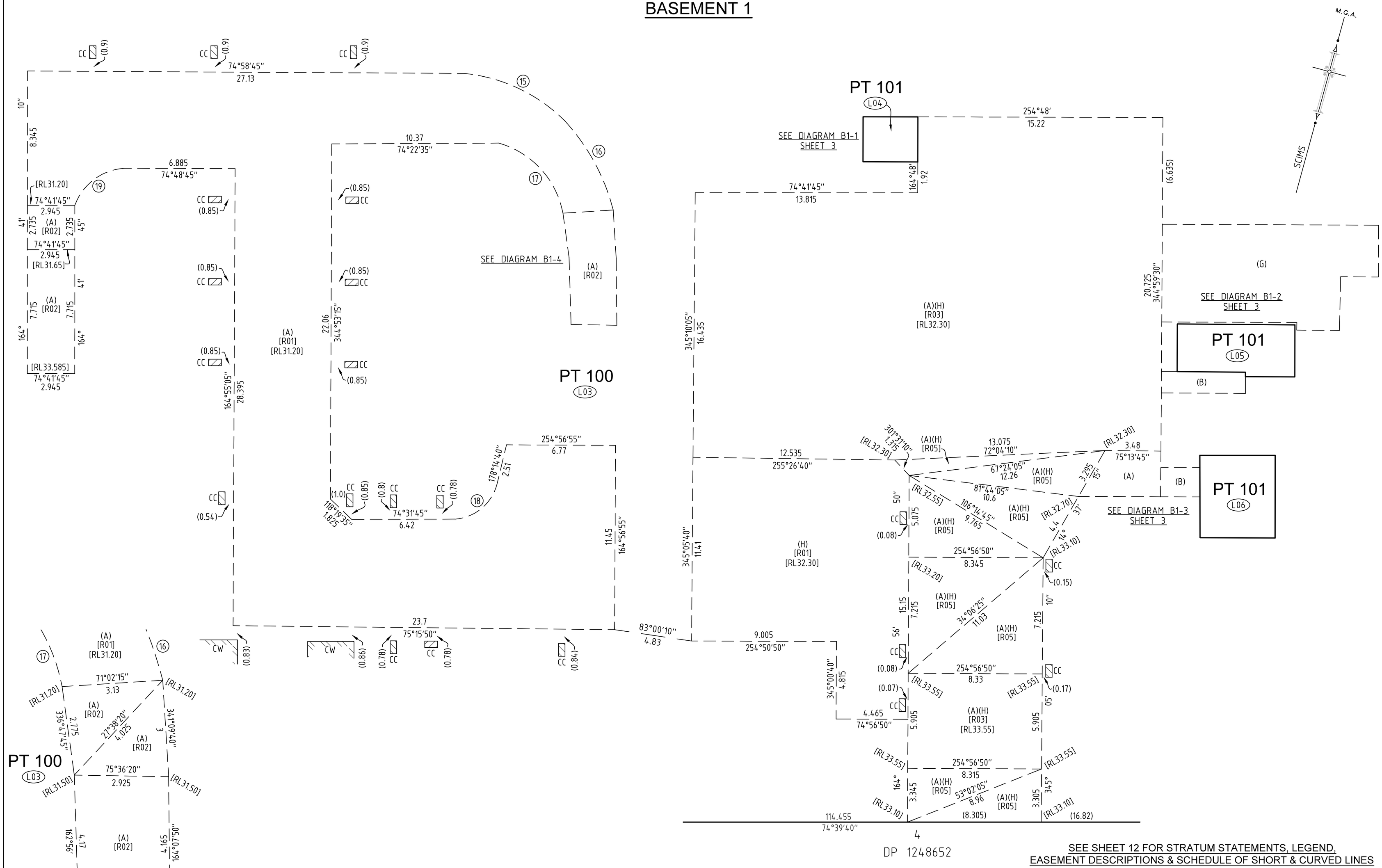
SEE SHEET 12 FOR STRATUM STATEMENTS, LEGEND,
EASEMENT DESCRIPTIONS & SCHEDULE OF SHORT & CURVED LINES

SCHEDULE OF AREAS
(BASEMENT 1)

LOT	NO. OF PARTS	TOTAL AREA
100	1	1.287ha
101	3	55.9m²

SURVEYOR Name: MARQUES DANIEL VICENTE Date of Survey: 17-12-2024 Surveyor's Reference: 41367 207DP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 400 Lengths are in metres.	Registered 09/07/2025	DP1281940

BASEMENT 1



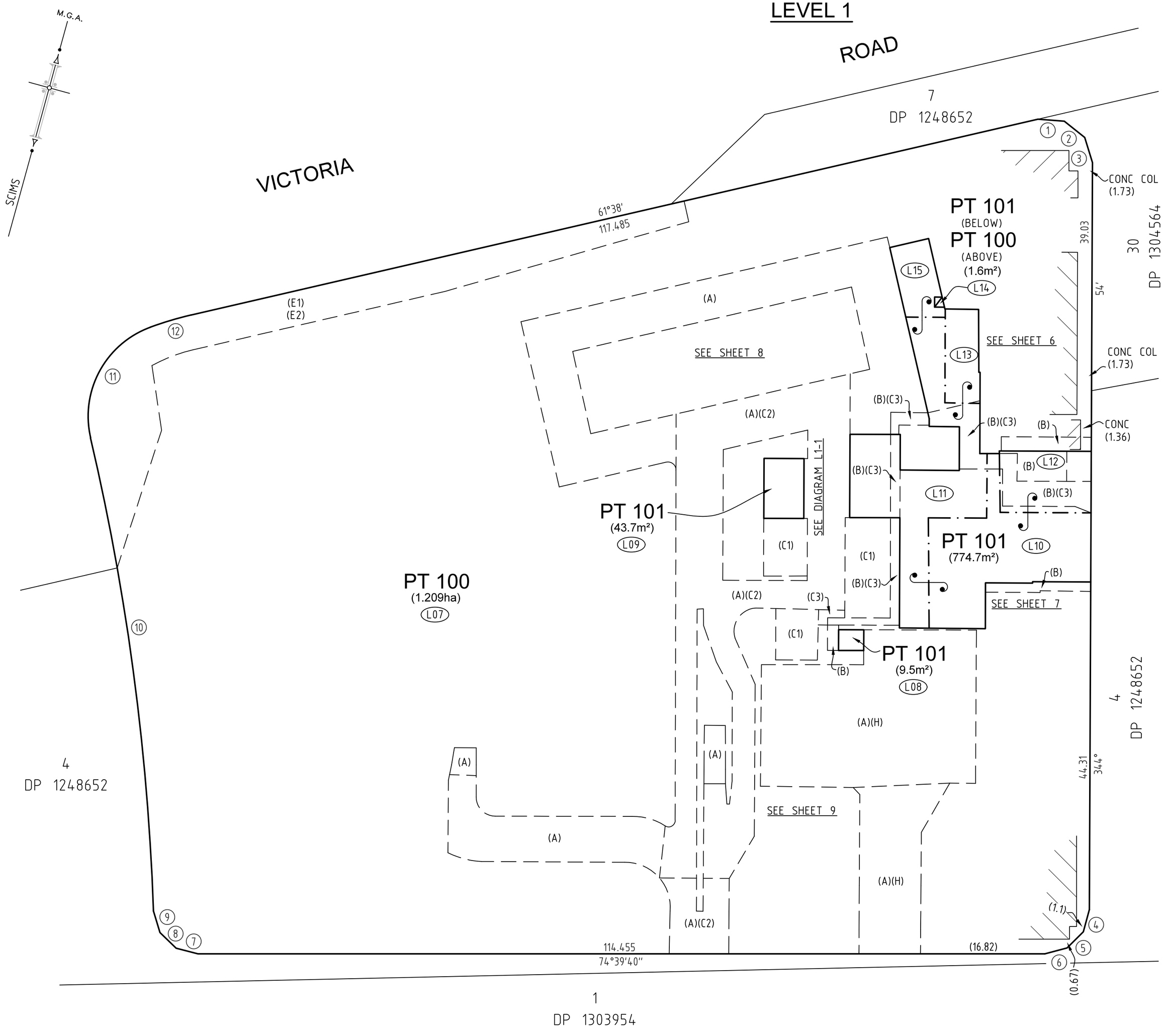
SEE SHEET 12 FOR STRATUM STATEMENTS, LEGEND, EASEMENT DESCRIPTIONS & SCHEDULE OF SHORT & CURVED LINES

SURVEYOR Name: MARQUES DANIEL VICENTE Date of Survey: 17-12-2024 Surveyor's Reference: 41367 207DP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 150 Lengths are in metres.	Registered 09/07/2025	DP1281940

Req:R371103 /Doc:DP 1281940 P /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:4 of 21
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LEVEL 1



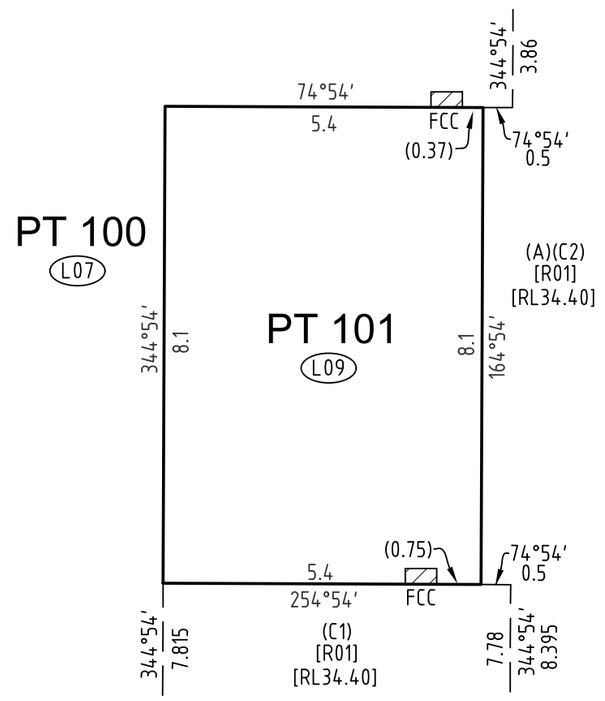


DIAGRAM L1-1
(1:100)

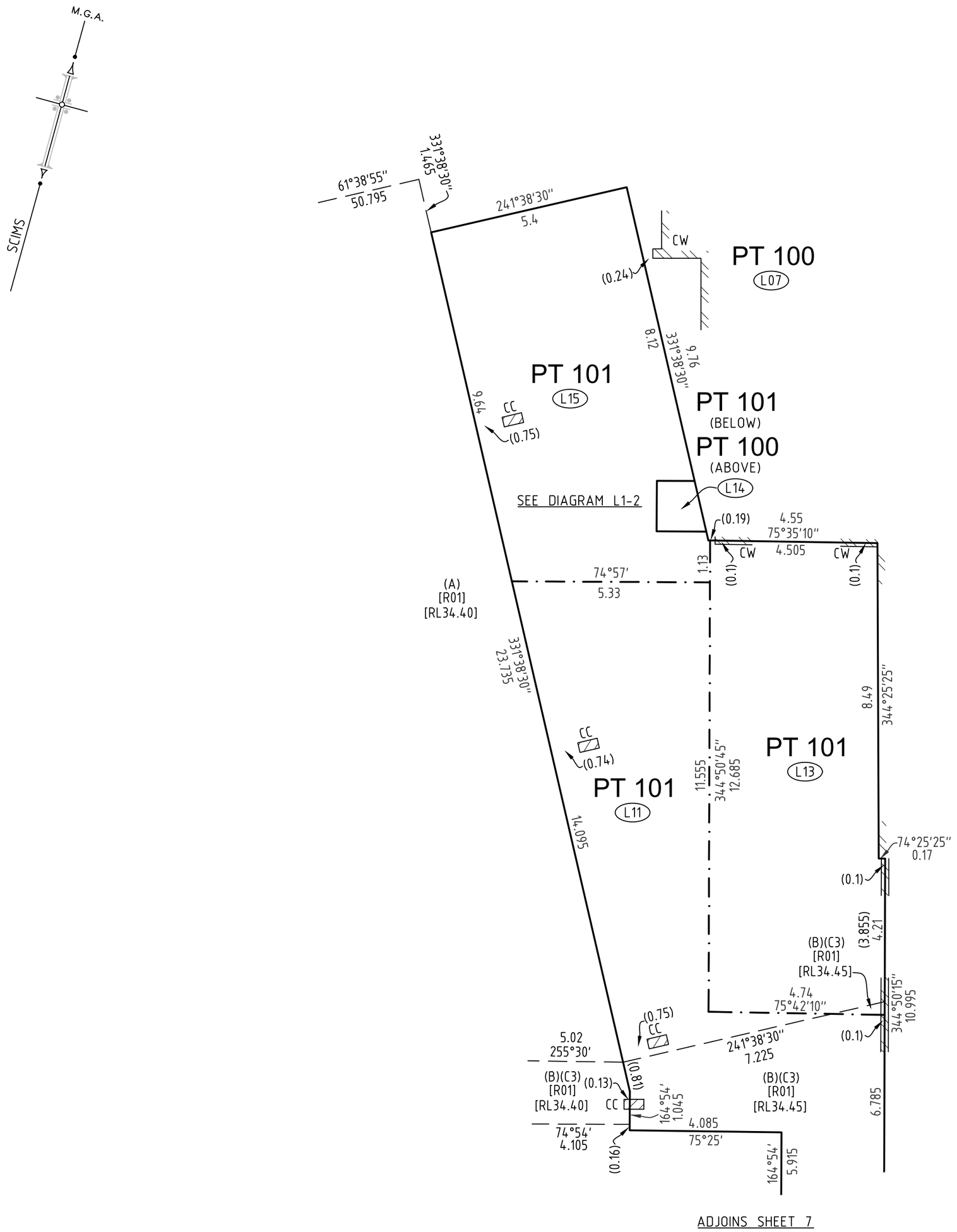
SEE SHEET 12 FOR STRATUM STATEMENTS, LEGEND, EASEMENT DESCRIPTIONS & SCHEDULE OF SHORT & CURVED LINES

SCHEDULE OF AREAS
(LEVEL 1)

LOT	NO. OF PARTS	TOTAL AREA
100	2	1.209ha
101	4	829.5m²

SURVEYOR Name: MARQUES DANIEL VICENTE Date of Survey: 17-12-2024 Surveyor's Reference: 41367 207DP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 400 Lengths are in metres.	Registered 09/07/2025	DP1281940

LEVEL 1



ADJOINS SHEET 7

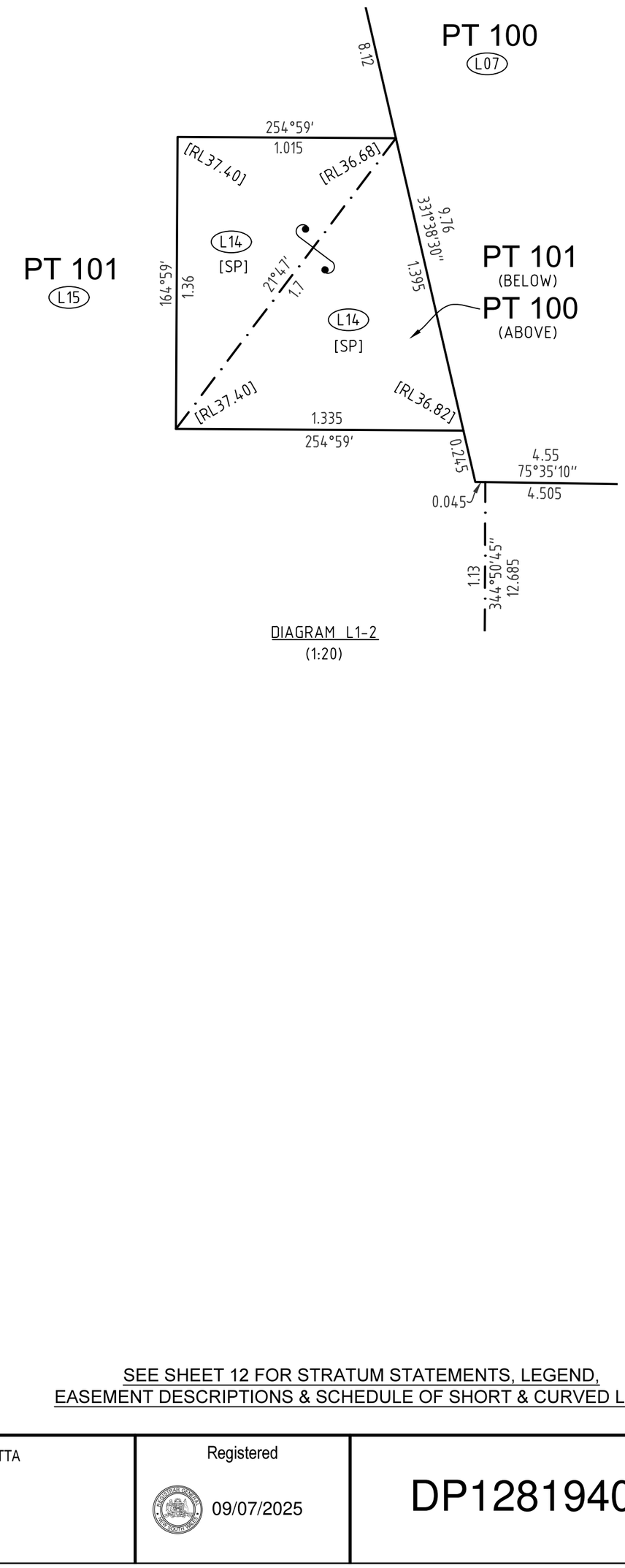


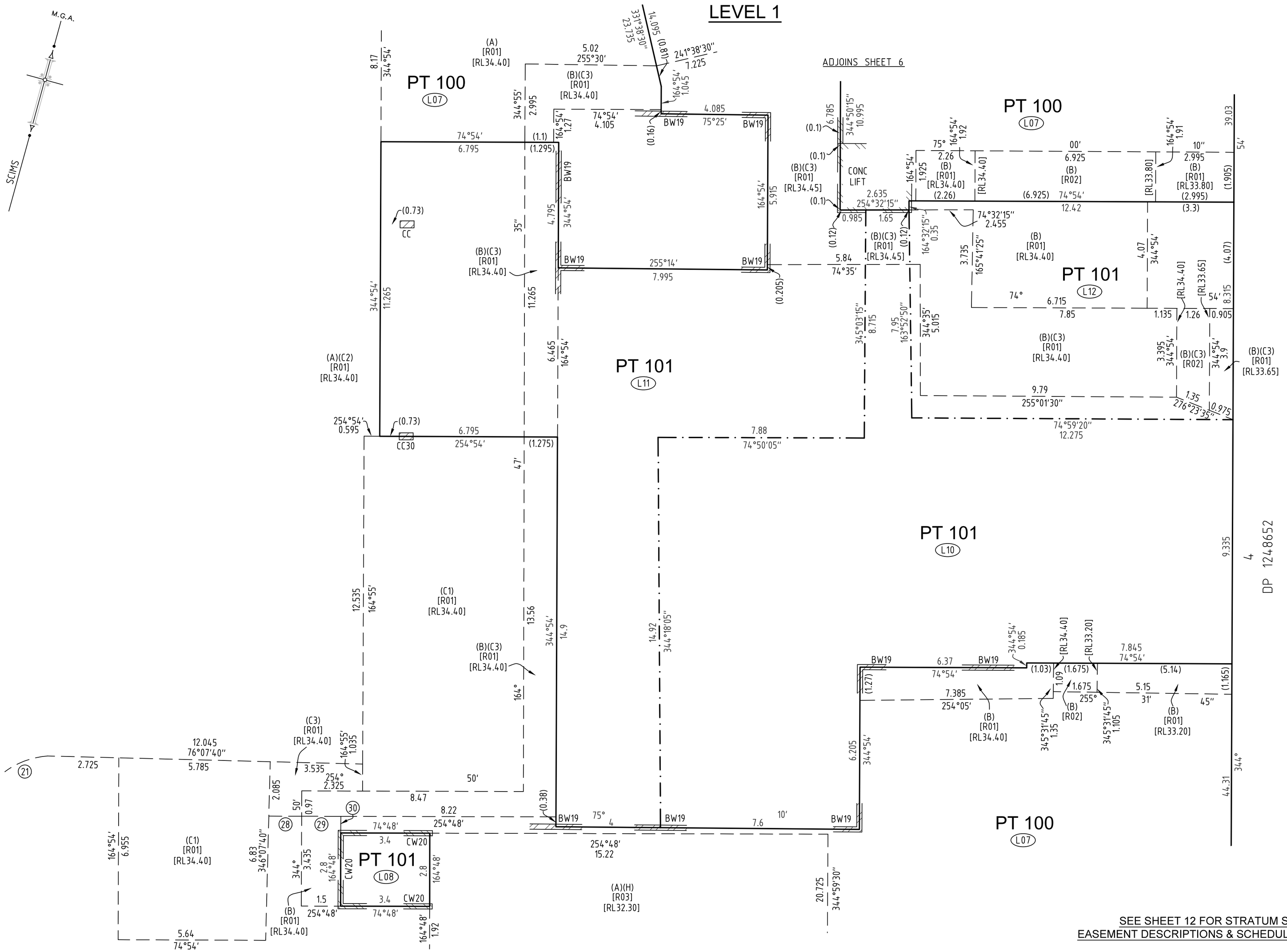
DIAGRAM L1-2
(1:20)

SEE SHEET 12 FOR STRATUM STATEMENTS, LEGEND, EASEMENT DESCRIPTIONS & SCHEDULE OF SHORT & CURVED LINES

SURVEYOR Name: MARQUES DANIEL VICENTE Date of Survey: 17-12-2024 Surveyor's Reference: 41367 207DP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 100 Lengths are in metres.	Registered 09/07/2025	DP1281940

Req:R371103 /Doc:DP 1281940 P /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:6 of 21
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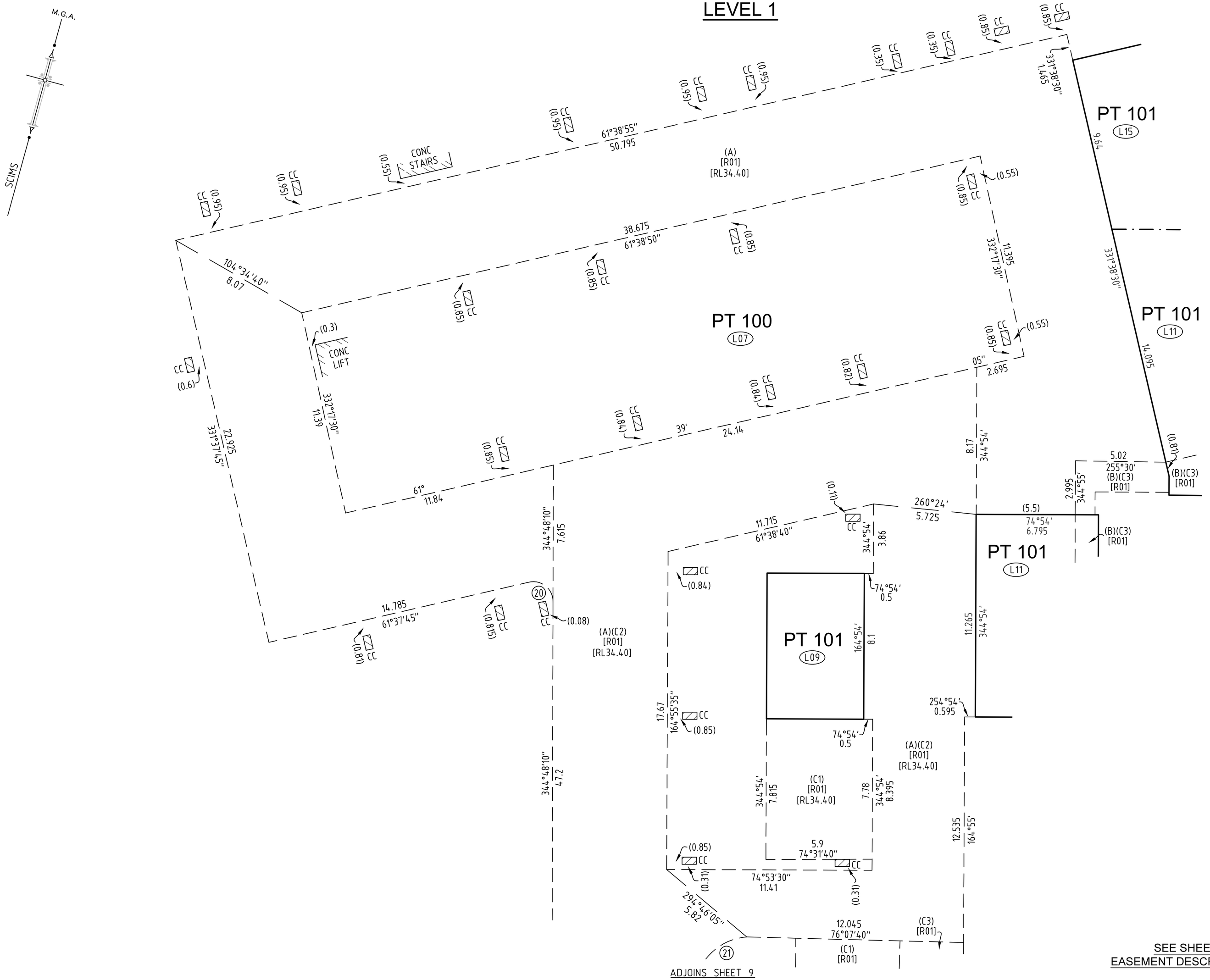
Req:R371103 /Doc:DP 1281940 P /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:7 of 21
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SURVEYOR Name: MARQUES DANIEL VICENTE Date of Survey: 17-12-2024 Surveyor's Reference: 41367 207DP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 100 Lengths are in metres.	Registered 09/07/2025	DP1281940

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LEVEL 1



SEE SHEET 12 FOR STRATUM STATEMENTS, LEGEND, EASEMENT DESCRIPTIONS & SCHEDULE OF SHORT & CURVED LINES

SURVEYOR Name: MARQUES DANIEL VICENTE Date of Survey: 17-12-2024 Surveyor's Reference: 41367 207DP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 150 Lengths are in metres.	Registered 09/07/2025	DP1281940

Req:R371103 /Doc:DP 1281940 P /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:9 of 21
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M.G.A.

SCIMS

PT 100 (L07)

2.84
75°36'20"
[RL32.70]
35" 10"
(A) [R02]
5.97 5.92
05' 34'
[RL34.20]
2.895
74°34'10"
165° 1.95 (A) [R02] 1.95 164°
[RL34.40]
74°34'10"
2.91
165°03'10" 12.775 (A)(C2) [R01] [RL34.40] 7.145 160°42'30"

DIAGRAM L1-3
(1:100)

SEE DIAGRAM L1-4

(A)
74°44'55"
18.505
164°58'45" 9.82
(A) [R01] [RL34.40]
19.36
74°58'45"
(0.71) CC
(1.03) CC (1.02) CC (1.14) CC
24 25 26 23 31

74°41'45"
2.945
[RL33.585]
174°01'15" 2.36 (A) [R02] 2.33 45"
74°41'45"
3.325 [RL34.15]
15" 45' 1.34 (A) [R02] 1.435 41'
76°44' [RL34.40]
3.605
356° 0.755 PT 100 (L07)
(A) [R01] [RL34.40] 2.905 164°
164°58'45" 9.82
24

DIAGRAM L1-4
(1:75)

LEVEL 1

PT 100 (L07)

ADJOINS SHEET 8

(A)(C2) [R01] [RL34.40]
71°12'40" 0.86
344°48'10" 2.25
10"
344°48'10" 47.2
5.225 325°23'25"
316°42'35" 4.62
21
12.045
76°07'40"
(C1)
(C3)
12.535 164°55"
(B)(C3)
PT 101 (L11)
PT 101 (L20)
254°48' 15.22
(B) PT 101 (L08) 2.8 164°48'
1.92
74°41'45" 13.815
372°05'55" 6.785
(C1)
20.725 344°59'30"
(A)(H) [R03] [RL32.30]
345°10'05" 16.435
20.535 165°00'30"
12.535 255°26'40"

SEE DIAGRAM L1-3
(0.31) CC
36.375
(0.3) CC (A) (0.37)
4.7'
344°50'05" 12.015
(A)(C2) [R01] [RL34.40]
160°42'30" 2.745
(0.29) CC (0.27)
10"
350°53" 3.14
76°40' 0.36
(A)(C2) [R01] [RL34.40]
12.775
03'
170°55'40" 7.075
6.645 15°16'
5.005 (0.25) CC (0.27) 3.51
255°05'55" [RL34.40] 255°05'55" [RL34.40]
(A)(C2) [R02] 4.45 164° CC 4.45 (A)(C2) [R02] 4.45 55"
165°
(0.25) (0.25)
3.57 3.505
75°05'55" 7.965 [RL34.80]
05'
165°51'40" 5.8 (A)(C2) [R02] 5.74 165°
(8.045) [RL34.30] 114.455 74°39'40" (17.61)

(A)(H) [R05] 301°37'10" 1.315 [RL32.30]
13.075
72°04'10"
[RL32.30] 3.48 75°13'45"
[RL32.55]
67°24'05" 12.26
(A)(H) [R05]
3.295 15"
81°44'05" 10.6
[RL32.70] 37'
106°14'45" 9.765
(A)(H) [R05]
5.075 50"
(A)(H) [R05]
4.4 14°
[RL33.20] 254°56'50" 8.345 [RL33.10]
(A)(H) [R05]
7.215 34°06'25" 11.03 7.215 10"
(A)(H) [R05]
56'
[RL33.55] 254°56'50" 8.33 [RL33.55]
05'
5.905 (A)(H) [R03] [RL33.55] 5.905
[RL33.55] 254°56'50" 8.315 [RL33.55]
164° 3.345 (A)(H) [R05] 53°02'05" 8.96 (A)(H) [R05] 345° 3.305
[RL33.10] (8.305) [RL33.10] (16.82)

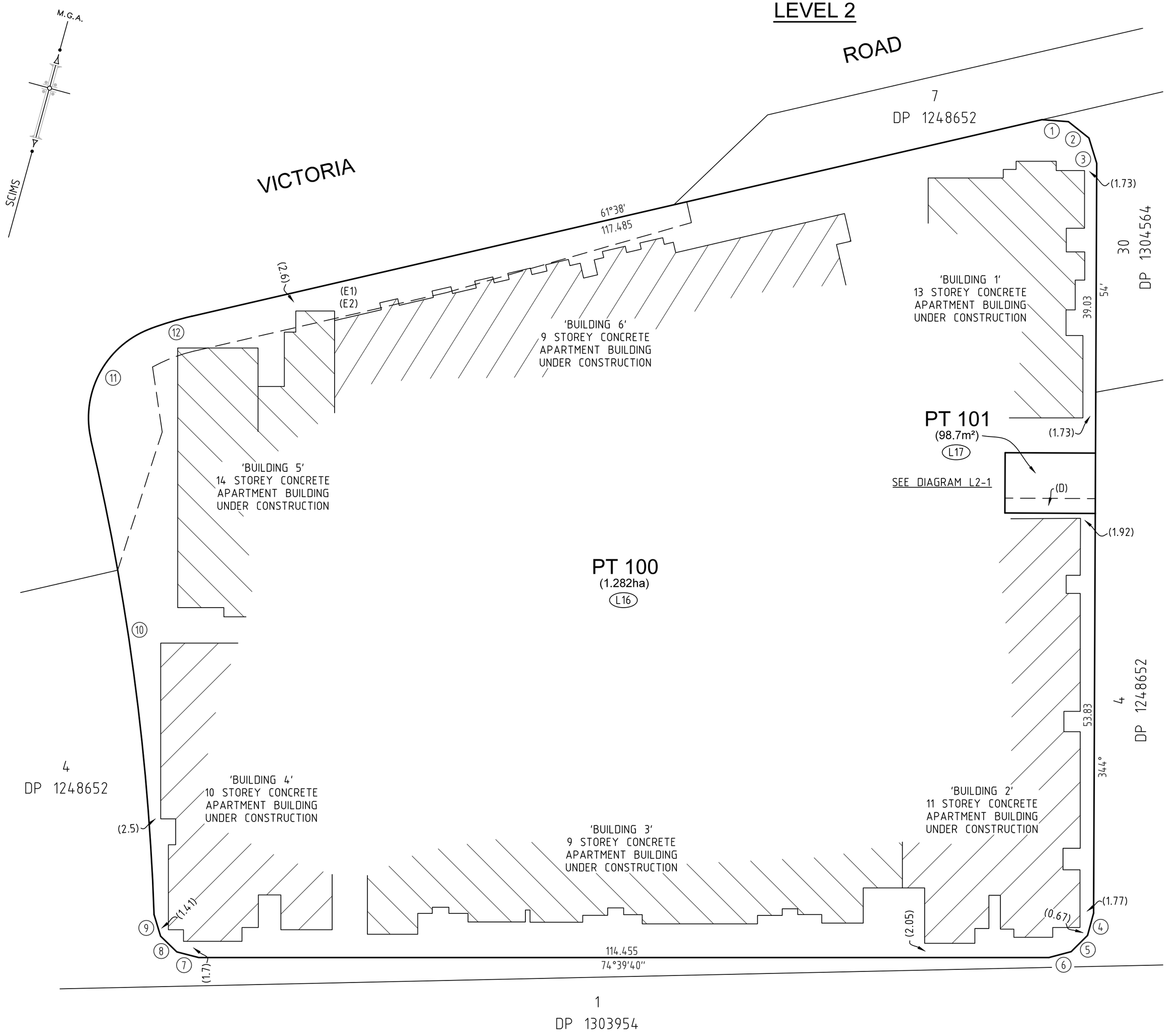
4
DP 1248652

SEE SHEET 12 FOR STRATUM STATEMENTS, LEGEND, EASEMENT DESCRIPTIONS & SCHEDULE OF SHORT & CURVED LINES

SURVEYOR Name: MARQUES DANIEL VICENTE Date of Survey: 17-12-2024 Surveyor's Reference: 41367 207DP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 150 Lengths are in metres.	Registered 09/07/2025	DP1281940

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LEVEL 2



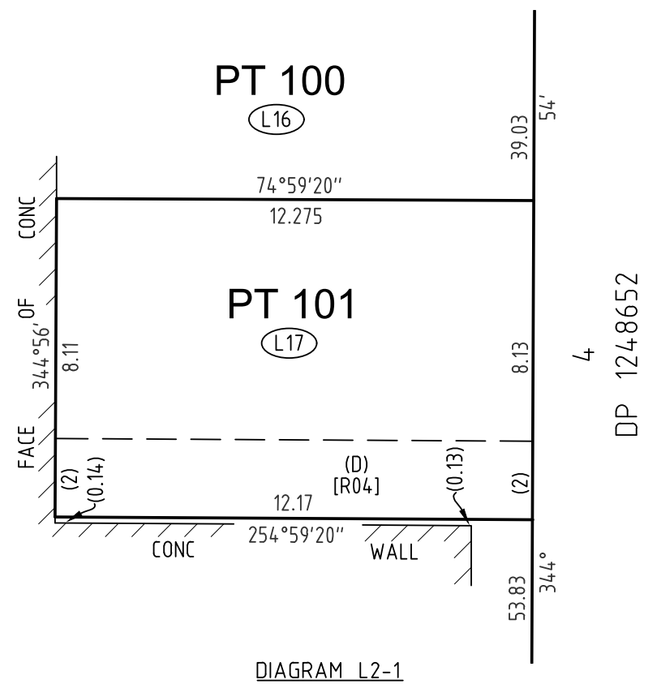


DIAGRAM L2-1
(1:150)

SEE SHEET 12 FOR STRATUM STATEMENTS, LEGEND, EASEMENT DESCRIPTIONS & SCHEDULE OF SHORT & CURVED LINES

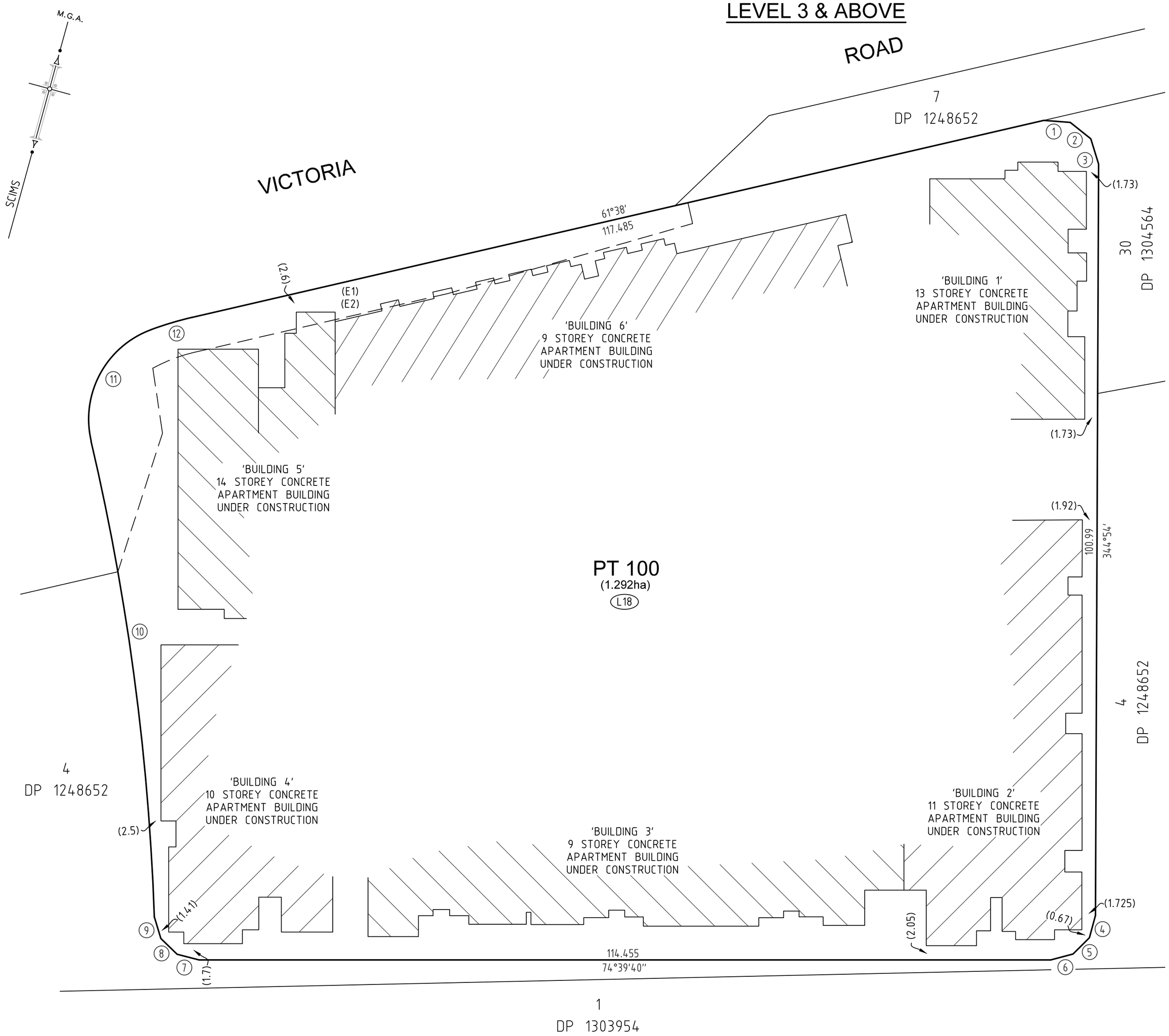
SCHEDULE OF AREAS
(LEVEL 2)

LOT	NO. OF PARTS	TOTAL AREA
100	1	1.282ha
101	1	98.7m²

SURVEYOR Name: MARQUES DANIEL VICENTE Date of Survey: 17-12-2024 Surveyor's Reference: 41367 207DP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 400 Lengths are in metres.	Registered 09/07/2025	DP1281940

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LEVEL 3 & ABOVE



SEE SHEET 12 FOR STRATUM STATEMENTS, LEGEND,
EASEMENT DESCRIPTIONS & SCHEDULE OF SHORT & CURVED LINES

SCHEDULE OF AREAS
(LEVEL 3 & ABOVE)

LOT	NO. OF PARTS	TOTAL AREA
100	1	1.292ha
101	0	0

SURVEYOR Name: MARQUES DANIEL VICENTE Date of Survey: 17-12-2024 Surveyor's Reference: 41367 207DP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 400 Lengths are in metres.	Registered 09/07/2025	DP1281940

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

EXISTING EASEMENTS:

(E1) EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1292650) (NO.1)
(E2) EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1292650) (NO.2)
(E3) EASEMENT FOR INDOOR SUBSTATION 7.6 WIDE LIMITED IN STRATUM (DP 1309644)
(E4) EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH LIMITED IN STRATUM (DP 1309644)

NEW EASEMENTS:

× EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS 100 AND 101)
× EASEMENT FOR SERVICES (WHOLE OF LOTS 100 AND 101)
× EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT 100)
× EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOTS 100 AND 101)

(A) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (NO.5)
(B) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (NO.6)
(C1) EASEMENT FOR CAR SHARE PARKING VARIABLE WIDTH LIMITED IN STRATUM
(C2) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (NO.17)
(C3) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (NO.18)
(D) EASEMENT FOR LIGHT AND AIR 2 WIDE LIMITED IN STRATUM
(G) EASEMENT FOR USE OF GARBAGE ROOM VARIABLE WIDTH LIMITED IN STRATUM
(H) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (NO.8)

SCHEDULE OF EASEMENT STRATUM LEVELS

LIMIT CODE	LIMITED IN DEPTH	LIMITED IN HEIGHT	NOTES
[R01]	RL'S SHOWN THUS [RL]	2.3 ABOVE LOWER LIMIT	HORIZONTAL PLANE
[R02]	RL'S SHOWN THUS [RL]	2.3 ABOVE LOWER LIMIT	SLOPING PLANE
[R03]	RL'S SHOWN THUS [RL]	3.5 ABOVE LOWER LIMIT	HORIZONTAL PLANE
[R04]	37.50	42.50	HORIZONTAL PLANE
[R05]	RL'S SHOWN THUS [RL]	3.5 ABOVE LOWER LIMIT	SLOPING PLANE

LEGEND:

BW19 ~ BOUNDARY IS CENTRE OF 0.19 WIDE CONCRETE BLOCK WALL
CW20 ~ BOUNDARY IS CENTRE OF 0.2 WIDE CONCRETE WALL
CW25 ~ BOUNDARY IS CENTRE OF 0.2 WIDE CONCRETE WALL
CC30 ~ BOUNDARY IS CENTRE OF 0.3 WIDE CONCRETE COLUMN
CW ~ CONCRETE WALL
CC ~ CONCRETE COLUMN
FCC ~ BOUNDARY IS FACE OF CONCRETE COLUMN

SCHEDULE OF STRATUM STATEMENTS

STRATUM NO.	LIMITED IN DEPTH	LIMITED IN HEIGHT	NOTES
L01	UNLIMITED	LOWER LIMIT OF LOTS ABOVE	
L02	UNLIMITED	LOWER LIMIT OF LOTS ABOVE	
L03	31.15	34.35	
L04	39.62	34.35	
L05	32.20	34.90	
L06	32.20	34.90	
L07	UPPER LIMIT OF LOTS BELOW	37.50	
L08	UPPER LIMIT OF LOTS BELOW	37.50	
L09	UPPER LIMIT OF LOTS BELOW	37.50	
L10	UPPER LIMIT OF LOTS BELOW	37.80	
L11	UPPER LIMIT OF LOTS BELOW	37.50	
L12	UPPER LIMIT OF LOTS BELOW	37.85	
L13	UPPER LIMIT OF LOTS BELOW	37.60	
L14	UPPER LIMIT OF LOTS BELOW	RL'S SHOWN THUS [RL]	PT 101 LIMITS
	RL'S SHOWN THUS [RL]	37.40	PT 100 LIMITS
L15	UPPER LIMIT OF LOTS BELOW	37.40	
L16	UPPER LIMIT OF LOTS BELOW	42.50	
L17	UPPER LIMIT OF LOTS BELOW	42.50	
L18	UPPER LIMIT OF LOTS BELOW	UNLIMITED	

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	258°50'40"	3.55		
2	293°16'	3.55		
3	327°41'20"	3.55		
4	359°51'35"	3.1		
5	29°46'50"	3.1		
6	59°42'05"	3.1		
7	89°19'30"	3.04		
8	118°39'15"	3.04		
9	147°59'05"	3.04		
10	337°04'45"	64.565	34.665	332.64
11	193°04'40"	16.96	18.53	12.81
12	237°58'40"	5.75	5.75	46.3
13	295°44'05"	13.865	14.9	11.415
14	103°02'	4.61	4.82	4.685
15	279°52'20"	6.89	7.025	10.27
16	136°08'20"	6.315	6.38	12.945
17	302°10'55"	5.905	6.22	5.595
18	34°50'	3.4	3.63	2.915
19	217°49'05"	3.835	4.06	3.5
20	293°13'	1.76	2.045	1.095
21	198°46'	4.95	5.695	3.15
22	326°56'	4.685	4.81	6.04
23	89°24'05"	4.675	4.71	11.24
24	119°43'20"	3.65	4.05	2.585
25	270°43'55"	4.645	4.71	7.96
26	41°46'	1.6	2.005	0.88
27	333°03'35"	17.98	17.985	332.64
28	254°48'	1.255		
29	254°48'	1.5		
30	344°48'	0.635		
31	278°50'25"	5.155	5.33	6.04

SURVEYOR Name: MARQUES DANIEL VICENTE Date of Survey: 17-12-2024 Surveyor's Reference: 41367 207DP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: N/A Lengths are in metres.	Registered 09/07/2025	DP1281940

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Plan Form 6_Digital (2021) | **Deposited Plan Administration Sheet** | Sheet 1 of 9

OFFICE USE ONLY

Registered 09/07/2025

Title System TORRENS

DP1281940

LGA CITY OF PARRAMATTA

LOCALITY MELROSE PARK

PARISH FIELD OF MARS

COUNTY CUMBERLAND

PLAN OF SUBDIVISION OF LOT 2 IN DP1248652

Survey Certificate Survey

I Marques Vicente of LTS SURVEYORS, PO BOX 564 ST LEONARDS NSW 1590, a surveyor registered under Surveying and Spatial Information Act 2002, certify that:

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: 17/12/2024

Urban/Rural: URBAN

Datum Line: X-Y

Signature: D.Marques 17-12-2024

Surveyor Identification No.: SU009043

Surveyor registered under the Surveying and Spatial Information Act 2002

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 (Check One)

I, MARK LEOTTA

- [x] 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: M.Leotta

Consent Authority: CITY OF PARRAMATTA COUNCIL

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 12/06/2025

Date of Endorsement: 12/06/2025

Subdivision Certificate Number: SC/54/2025

File Number: _____

Plans Used in the preparation of this survey

DP1248652, DP1283724, DP1304564, DP1311341

Statement of Intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land

Surveyor's Reference 41367 207DP

Signatures, Seals and Section 88B Statements should appear on the following sheet(s)

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Version: 1, Version Date: 28/05/2025

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PLAN OF SUBDIVISION OF LOT 2 IN DP1248652

Subdivision Certificate Number

Date of Endorsement

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

- A schedule of lots and addresses
- 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 NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
100		2	APPLEROTH	STREET	MELROSE PARK
101		2	APPLEROTH	STREET	MELROSE PARK

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Plan Form 6_Digital (2021)	Deposited Plan Administration Sheet	Sheet 3 of 9
Registered 09/07/2025 OFFICE USE ONLY	DP1281940	

PLAN OF SUBDIVISION OF LOT 2 IN DP1248852

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

- A schedule of lots and addresses
- Statements of intention to create and release affecting interests in accordance with section 888 Conveyancing Act 1919
- Signatures and seals see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate Number

Date of Endorsement

PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1. Easement for Support and Shelter (Whole of lot)
2. Easement for Services (Whole of lot)
3. Easement for Future Services (Whole of lot)
4. Easement for Emergency Egress (Whole of lot)
5. Easement for Access Variable Width (Limited in Stratum) (A)
6. Right of Footway Variable Width (Limited in Stratum) (B)
7. Easement for use of Garbage Room Variable Width (Limited in Stratum) (G)
8. Easement for Access Variable Width (Limited in Stratum) (H)
9. Restriction(s) on the use of Land
10. Positive Covenant
11. Positive Covenant
12. Restriction(s) on the use of Land
13. Positive Covenant
14. Restriction(s) on the use of Land
15. Easement for Light and Air 2 Wide (Limited in Stratum) (D)
16. Easement for Car Share Parking Variable Width (Limited in Stratum) (C1)
17. Easement for Access Variable Width (Limited in Stratum) (C2)
18. Right of Footway Variable Width (Limited in Stratum) (C3)

Surveyor's Reference 41387 2070P

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Plan Form 6_Digital (2021)	Deposited Plan Administration Sheet	Sheet 4 of 9
Registered 09/07/2025 OFFICE USE ONLY	DP1281940	

PLAN OF SUBDIVISION OF LOT 2 IN DP1248662

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

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

Subdivision Certificate Number

Date of Endorsement

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:
SH MELROSE LAND PTY LTD

Company ACN or ABN:
639 001 522

Authority:
section 127 Corporations Act 2001

Signature:
Hide Seguchi
Hide Seguchi (Jun 18, 2025 17:21 GMT+10)

Name:
Atsuhide Seguchi

Position:
Director

Signature:
Kaz Sakamoto
Kaz Sakamoto (Jun 18, 2025 16:23 GMT+10)

Name:
Kazuya Sakamoto

Position:
Company secretary

Electronic Signature of me, Atsuhide Seguchi affixed by me, or at my direction on 18/06/2025

Electronic Signature of me, Kazuya Sakamoto affixed by me, or at my direction on 18/06/2025

Surveyor's Reference 41387 2070P

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PLAN OF SUBDIVISION OF LOT 2 IN DP1249852	This sheet is for the provision of the following information as required: • A schedule of lots and addresses • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Subdivision Certificate Number Date of Endorsement		

Executed for and on behalf of Sumitomo Mitsui Banking Corporation, Sydney Branch ABN 114 163 459

Under Power of Attorney dated 23/5/2024 **and registered in New South Wales Book** 4825 **No** 666

Signature of Attorney:

Name of Attorney: Baki: Vallam

(By executing this instrument the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney)

Signature of Witness:

Name of Witness: Eunice Oh

Address of Witness: Level 40, The Chifley Tower
2 Chifley Square
Sydney NSW 2000

Surveyor's Reference 41367 297DP

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Plan Form 6_Digital (2021)	**Deposited Plan Administration Sheet**	Sheet 6 of 9
Registered 09/07/2025 OFFICE USE ONLY	**DP1281940**	

PLAN OF SUBDIVISION OF LOT 2 IN DP1248652

Subdivision Certificate Number

Date of Endorsement

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

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

MORTGAGEE:

EXECUTED by)
SH MELROSE DEVELOPMENT 2 PTY LTD)
ACN 601 434 557)
in accordance with Section 127)
of the Corporations Act)

Hide Seguchi

Hide Seguchi (Jun 30, 2025 19:31 GMT+10)

Signature of Director

Electronic Signature of me, Atsuhide Seguchi, affixed by me, or at my direction on 18/06/2025

Atsuhide Seguchi

NAME (please print)

Kaz Sakamoto

Kaz Sakamoto (Jun 30, 2025 19:33 GMT+10)

Signature of Director/secretary

Electronic Signature of me, Kazuya Sakamoto affixed by me, or at my direction on 18/06/2025

Kazuya Sakamoto

NAME (please print)

Surveyor's Reference 41367 2070P

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Plan Form 6_Digital (2021)	Deposited Plan Administration Sheet	Sheet 7 of 9
Registered 09/07/2025 OFFICE USE ONLY	DP1281940	

PLAN OF SUBDIVISION OF LOT 2 IN DP1248852

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

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

Subdivision Certificate Number

Date of Endorsement

MORTGAGEE:

EXECUTED by)
MELROSE PARK DEVELOPMENT 1 PTY LTD)
ACN 641 787 033)
in accordance with Section 127)
of the Corporations Act)

Hide Soguchi
Hide Soguchi (Jun 16, 2025 17:21 GMT+10)

Signature of Director

Electronic Signature of me, Alsuhide Seguchi, affixed by me, or at my direction on 16/06/2025

Kaz Sakamoto
Kaz Sakamoto (Jun 16, 2025 16:23 GMT+10)

Signature of ~~Director~~/secretary

Electronic Signature of me, Kazuya Sakamoto affixed by me or at my direction on 16/06/2025

Alsuhide Seguchi

NAME (please print)

Kazuya Sakamoto

NAME (please print)

Surveyor's Reference 41867 207DP

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Plan Form 6_Digital (2021)	Deposited Plan Administration Sheet	Sheet 6 of 9
Registered 09/07/2025 OFFICE USE ONLY	DP1281940	

PLAN OF SUBDIVISION OF LOT 2 IN DP1248652

Subdivision Certificate Number

Date of Endorsement

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

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

MORTGAGEE:

EXECUTED by)
MELROSE PARK DEVELOPMENT 2 PTY LTD)
ACN 641 797 460)
in accordance with Section 127)
of the Corporations Act)

Hide Seguchi
Hide Seguchi | Jun 26, 2025 17:21 GMT+10

Signature of Director

Electronic Signature of me, Atsuhide Seguchi, affixed by me, or at my direction on 18/06/2025

Atsuhide Seguchi

NAME (please print)

Kaz Sakamoto
Kaz Sakamoto | Jun 18, 2025 16:23 GMT+10

Signature of Director/Secretary

Electronic Signature of me, Kazuya Sakamoto affixed by me, or at my direction on 18/06/2025

Kazuya Sakamoto

NAME (please print)

Surveyor's Reference 41967 2070P

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Plan Form 6_Digital (2021)	Deposited Plan Administration Sheet	Sheet 9 of 9
Registered 09/07/2025 OFFICE USE ONLY	DP1281940	

PLAN OF SUBDIVISION OF LOT 2 IN DP1248852

Subdivision Certificate Number

Date of Endorsement

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

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

MORTGAGEE:

EXECUTED by)
MELROSE PARK DEVELOPMENT 3 PTY LTD)
ACN 641 787 806)
In accordance with Section 127)
of the Corporations Act)

Hide Seguchi
Hide Seguchi (Jun 18, 2025 10:23 GMT+10)

Signature of Director

Electronic Signature of me, Atsuhide Seguchi, affixed by me, or at my direction on 18/06/2025

Atsuhide Seguchi

NAME (please print)

Kaz Sakamoto
Kaz Sakamoto (Jun 18, 2025 10:23 GMT+10)

Signature of Director/Secretary

Electronic Signature of me, Kazuya Sakamoto affixed by me, or at my direction on 18/06/2025

Kazuya Sakamoto

NAME (please print)

Surveyor's Reference 41367 207DP

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

Lengths are in metres

Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652 covered by subdivision certificate number SC/54/2025 dated 12/06/2025

Full name and address of the owner of the land:

SH Melrose Land Pty Ltd ACN 639 001 522 of ground floor, 68 Waterloo Road, Macquarie Park NSW 2113

Part 1 (creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement for support and shelter (whole of lot)	Each Lot	Every other Lot
2	Easement for services (whole of lot)	Each Lot	Every other Lot
3	Easement for future services (whole of lot)	100	101
4	Easement for emergency egress (whole of lot)	Each Lot	Every other Lot
5	Easement for access variable width (limited in stratum) (A)	100	101
6	Right of footway variable width (limited in stratum) (B)	100 101	101 100
7	Easement for use of garbage room variable width (limited in stratum) (G)	100	101
8	Easement for access variable width (limited in stratum) (H)	100	City of Parramatta Council

.....

Signature of Authorised Delegate
City of Parramatta Council

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Version: 1, Version Date: 28/05/2025

Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:2 of 23
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Lengths are in metres

Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652 covered by subdivision certificate number SC/54/2025 dated 12/06/2025

9	Restriction(s) on the use of land	100,101	City of Parramatta Council
10	Positive covenant	100,101	City of Parramatta Council
11	Positive covenant	100,101	City of Parramatta Council
12	Restriction(s) on the use of land	100,101	City of Parramatta Council
13	Positive covenant	100,101	City of Parramatta Council
14	Restriction(s) on the use of land	100,101	City of Parramatta Council
15	Easement for light and air 2 wide (limited in stratum) (D)	101	100
16	Easement for car share parking variable width (limited in stratum) (C1)	100	City of Parramatta Council
17	Easement for access variable width (limited in stratum) (C2)	100	City of Parramatta Council
18	Right of footway variable width (limited in stratum) (C3)	100,101	City of Parramatta Council

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Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:3 of 23
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Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652
covered by subdivision certificate
number SC/54/2025
dated 12/06/2025

Part 2 (terms)

1. Terms of easement for support and shelter (whole of lot) numbered 1 in the Plan

1.1. Full and free right for the subjacent and lateral support of that part of the Building erected on the Lot Benefited by all such other parts of the Building erected on the Lot Burdened as are capable of affording support and all ancillary rights and obligations reasonably necessary to make this Easement effective.

1.2. Full and free right for the shelter of that part of the Building erected on the Lot Benefited by all such other parts of the Building erected on the Lot Burdened as are capable of affording shelter and all ancillary rights and obligations reasonably necessary to make this Easement effective.

2. Terms of easement for services (whole of lot) numbered 2 in the Plan

2.1. The Grantee has at all times the unrestricted right:

(a) to the free and uninterrupted storage and passage of Services in any quantities in the Services Apparatus within the Lot Burdened at the date of registration of this Instrument;

(b) to have the Services Apparatus the subject of this Easement to remain in place;

(c) to Repair the Services Apparatus the subject of this Easement; and

(d) to inspect the Services Apparatus the subject of this Easement upon giving reasonable notice to the Grantor.

3. Terms of easement for future services (whole of lot) numbered 3 in the Plan

3.1 The Grantee has at all times the unrestricted right:

(a) to supply Services to the Lot Benefited through Services Apparatus in the Lot Burdened;

(b) subject to complying with the Conditions, to install Services Apparatus in the Lot Burdened (described in this Easement as the "Services Works") to carry or store those Services;

(c) to have the Services Apparatus installed in accordance with this Easement to remain in place;

(d) to Repair the Services Apparatus the subject of this Easement; and

(e) to inspect the Services Apparatus the subject of this Easement upon giving reasonable notice.

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Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:4 of 23
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Plan of subdivision of lot 2 in DP 1248652
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4. Terms of easement for emergency egress (whole of lot) numbered 4 in the Plan

4.1 The Grantee and its Authorised Persons have:

(a) at all times the unrestricted right, in the event of fire, other emergency or for fire drill purposes, to pass, go and repass over all those parts of the Lot Burdened which are used as, or designed for, fire or emergency escape purposes (such as, without limiting the intent of this clause, fire escapes stairs, fire tunnels and emergency exit doors); and

(b) the right to carry out an inspection of those parts of the Lot Burdened affected by this Easement at reasonable times with prior notice.

5. Terms of easement for access variable width (limited in stratum) (A) numbered 5 in the Plan

5.1 The Grantee and its Authorised Persons have at all times the unrestricted right to go, pass and repass over the Easement Site:

(a) by Vehicle;

(b) on foot;

(c) with bicycles (wheeled not ridden); and

(d) with or without workmen, goods, materials, tools, machinery, plant and equipment.

5.2 The Grantee and its Authorised Persons must not:

(a) park or stand a Vehicle or bicycle on the Lot Burdened, except where otherwise expressly permitted; or

(b) obstruct the use of the Lot Burdened.

6. Terms of right of footway variable width (limited in stratum) (B) numbered 6 in the Plan

6.1 The Grantee and its Authorised Persons have at all times the unrestricted right to go, pass and repass over the Easement Site:

(a) on foot;

(b) with bicycles (wheeled not ridden); and

(c) with or without workmen, goods, materials, tools, machinery, plant and equipment.

7. Terms of easement for use of garbage room variable width (limited in stratum) (G) numbered 7 in the Plan

7.1 The Grantee and its Authorised Persons have at all times the unrestricted right to enter, be in, use and store garbage receptacles in the garbage room on the Easement Site.

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Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:5 of 23
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Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652
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8. Terms of easement for access variable width (limited in stratum) (H) numbered 8 in the Plan

8.1 Full and free right for the Grantee and its Authorised Persons 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 contained in this Easement shall entitle any person exercising these rights to:

(a) enter any building or private open space/courtyard except to the extent necessary to gain access to garbage/recycling receptacles located in them in positions approved by the Grantee; 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 later subdivided pursuant to the Development Act the rights granted in the Easement shall be further restricted to the common property comprised in the strata scheme and any Strata Lot in that scheme shall be released from this Easement.

The rights granted in this Easement may be exercised by the Grantee its servants, agents and all persons authorised by the Grantee to enter the Easement Site without being liable for damage which may be occasioned to the Lot Burdened or any improvements on it including any paving, driveways, footpaths, lawns, gardens, fences, walls, buildings or to the property of any person in it or otherwise than by reason of the negligence of the Grantee, its servants and agents and/or of persons authorised by the Grantee.

Without limiting the generality of and notwithstanding anything contained in this Easement if any carriage way or parking area and/or the supporting adjacent land is damaged by reason of the movement of any vehicle being used in connection with the collection of garbage/recycling from the Lot Burdened neither the Grantee its servants and agents nor any person authorised by the Grantee shall be liable in respect of the damage The Grantee its servants and agents and all persons authorised by it to exercise the rights granted by this Easement shall be indemnified and be kept indemnified by the Grantor 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 Grantor or occupier of the Lot Burdened or any part of it 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 Lot Burdened or for an incidental purpose incidental except where such loss, injury or damages result from the negligence of the Grantee its servants, agents or of any person authorised by the Grantee.

Nothing contained in this Easement shall oblige the Grantee to have garbage/recycling collections from points within the Lot Burdened or shall prevent the Grantee from discontinuing collection from within the Lot Burdened provided always that if the Grantee discontinues collection of garbage from the Lot Burdened the Grantee and the ow 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.

8.2 Name of Authority having the power to release vary or modify this restriction on the use of land is the City of Parramatta Council.



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Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:6 of 23
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Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652
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9. Terms of restriction(s) on the use of land numbered 9 in the Plan

9.1 The Grantor shall not make or permit or suffer the making of any alterations to the Rainwater Management System constructed on the Lot Burdened without the prior consent in writing of the Council.

9.2 Name of Authority having the power to release vary or modify this restriction on the use of land is the City of Parramatta Council.

10. Terms of positive covenant numbered 10 in the Plan

10.1 The Grantor will in respect of the Rainwater Management System constructed on the Lot Burdened:

(a) keep the Rainwater Management System clean and free from silt, rubbish and debris;

(b) maintain and repair at the sole expense of the Grantor the whole of the Rainwater Management System in accordance with the Maintenance Schedule 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 Lot Burdened for the compliance with the requirements of this covenant; and

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

10.2 Pursuant to Section 88F (3) of the Conveyancing Act, the Council shall have the following additional powers:

(a) In the event the Grantor fails to comply with the terms of any written notice issued by the Council as set out in clause 10.1(d), the Council or its authorised agents may enter the Lot Burdened with all 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 10.1(d).

(b) The Council may recover from the Grantor in a Court of competent jurisdiction:

(i) any expense reasonably incurred by it in exercising its powers under clause 10.2(a);

(ii) 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, machinery, tools and equipment in conjunction with the work; and

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Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:7 of 23
© Office of the Registrar-General /Src:InfoTrack /Ref:250556

(iii) legal costs on an indemnity basis for 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 Conveyancing Act or providing any certificate required pursuant to Section 88G of the Conveyancing Act or obtaining any injunction pursuant to Section 88H of the Conveyancing Act.

10.3 This covenant shall bind all persons who are or claim under the Grantor as stipulated in Section 88E(5) of the Conveyancing Act.

10.4 Name of Authority having the power to release vary or modify this restriction on the use of land is the City of Parramatta Council.

11. Terms of positive covenant numbered 11 in the Plan

11.1 The Grantor will in respect of the Ground Water Management System constructed on the Lot Burdened:

(a) keep the Ground Water Management System clean and free from silt, rubbish and debris;

(b) maintain and repair at the sole expense of the Grantor the whole of the Ground Water Management 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 Lot Burdened for the compliance with the requirements of this covenant; and

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

11.2 Pursuant to Section 88F (3) of the Conveyancing Act, the Council shall have the following additional powers:

(a) In the event the Grantor fails to comply with the terms of any written notice issued by the Council as set out in clause 11.1(d), the Council or its authorised agents may enter the Lot Burdened with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 11.1(d).

(b) The Council may recover from the Grantor in a Court of competent jurisdiction:

(i) any expense reasonably incurred by it in exercising its powers under clause 11.2(a);

(ii) 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, machinery, tools and equipment in conjunction with the work; and

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Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:8 of 23
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Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652
covered by subdivision certificate
number SC/54/2025
dated 12/06/2025

(iii) legal costs on an indemnity basis for issue of the said 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 Conveyancing Act or providing any certificate required pursuant to Section 88G of the Conveyancing Act or obtaining any injunction pursuant to Section 88H of the Conveyancing Act.

11.3 This covenant shall bind all persons who are or claim under the Grantor as stipulated in Section 88E(5) of the Conveyancing Act.

11.4 Name of Authority having the power to release vary or modify this restriction on the use of land is the City of Parramatta Council.

12. Terms of restriction(s) on the use of land numbered 12 in the Plan

12.1 The Grantor shall not make or permit or suffer the making of any alterations to the Ground Water Management System constructed on the Lot Burdened without the prior consent in writing of the Council.

12.2 Name of Authority having the power to release vary or modify this restriction on the use of land is the City of Parramatta Council.

13. Terms of positive covenant numbered 13 in the Plan

13.1 The Grantor will in respect of the Rainwater Management Facilities constructed on the Lot Burdened:

(a) keep the Rainwater Management Facilities clean and free from silt, rubbish and debris;

(b) maintain and repair at the sole expense of the Grantor the whole of the Rainwater Management Facilities in accordance with the Maintenance Schedule so that they function 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 Lot Burdened for the compliance with the requirements of this covenant; and

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

13.2 Pursuant to Section 88F (3) of the Conveyancing Act, the Council shall have the following additional powers:

(a) In the event the Grantor fails to comply with the terms of any written notice issued by the Council as set out in clause 13.1(d), the Council or its authorised agents may enter the Lot Burdened with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 13.1(d).

(b) The Council may recover from the Grantor in a Court of competent jurisdiction:

(i) any expense reasonably incurred by it in exercising its powers under clause 13.2(a);

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Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:9 of 23
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(ii) 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, machinery, tools and equipment in conjunction with the work; and

(iii) legal costs on an indemnity basis for 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 Conveyancing Act or providing any certificate required pursuant to Section 88G of the Conveyancing Act or obtaining any injunction pursuant to Section 88H of the Conveyancing Act.

13.3 This covenant shall bind all persons who are or claim under the Grantor as stipulated in Section 88E(5) of the Conveyancing Act.

13.4 Name of Authority having the power to release vary or modify this restriction on the use of land is the City of Parramatta Council.

14. Terms of restriction(s) on the use of land numbered 14 in the Plan

14.1 The Grantor shall not make or permit or suffer the making of any alterations to the Rainwater Management Facilities constructed on the Lot Burdened without the prior consent in writing of the Council.

14.2 Name of Authority having the power to release vary or modify this restriction on the use of land is the City of Parramatta Council.

15. Terms of easement for light and air 2 wide (limited in stratum) (D) numbered 15 in the Plan

15.1 Full and free right to the uninterrupted access to and enjoyment of light and air for the window openings on the Lot Benefited adjacent to the Easement Site on the Lot Burdened over, across and through the Easement Site without any obstruction or interruption by or consequent upon the erection or allowing to remain of any building, structure or thing on the Easement Site.

16. Terms of easement for car share parking variable wide limited in stratum) (C1) numbered 16 in the Plan

16.1 The Grantee and its Authorised Persons have at all times the unrestricted right to access and use the Easement Site for the purposes of parking motor vehicles as part of a Car Share Scheme.

16.2 The Grantor must ensure the Easement Site is appropriately marked and sign posted as being exclusively available for parking motor vehicles the subject of the Car Share Scheme.

16.3 Name of Authority having the power to release vary or modify this restriction on the use of land is the City of Parramatta Council.

17. Terms of easement for access variable width limited in stratum) (C2) numbered 17 in the Plan

17.1 The Grantee and its Authorised Persons have at all times the unrestricted right to go, pass and repass over the Easement Site by motor vehicle for the purposes of access to and from the Car Share Scheme Easement Site.

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Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:10 of 23
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17.2 The Grantee and its Authorised Persons must not:

(a) park or stand a motor vehicle on the Easement Site; or

(b) obstruct the use of the Easement Site.

17.3 Name of Authority having the power to release vary or modify this restriction on the use of land is the City of Parramatta Council.

18. Terms of right of footway variable width limited in stratum) (C3) numbered 18 in the Plan

18.1 The Grantee and its Authorised Persons have at all times the unrestricted right to go, pass and repass over the Easement Site on foot for the purposes of access to and from the Car Share Scheme Easement Site.

18.2 Name of Authority having the power to release vary or modify this restriction on the use of land is the City of Parramatta Council.

19. Definitions

In this Instrument, the following words have the following meaning:

Apparatus" includes:

(a) wires, cables, pipes, drains, ducts, lines, flues, chutes, pumps, filtration system; tanks, cooling towers; and

(b) plant and equipment.

"Authorised Person" means a person, body or Authority authorised by the Grantee and includes where applicable the Grantee's tenants, licensees, visitors, servants, employees, agents, contractors and subcontractors.

"Authority" means any governmental agency or any other authority or body having authority over or jurisdiction in respect of the Building.

"Building" means the improvements erected on the Land: the expression includes all modifications, additions, alterations and extensions (regardless of whether they are made before or after the date of registration of this Instrument).

"Car Share Scheme" means a car share scheme approved by the Council from time to time.

"Car Share Scheme Easement Site" means the site of Easement number 16.

"Claims" means all threatened and actual actions, suits, demands, losses, claims, debts, damages, costs and expenses and all liabilities of whatsoever nature.

"Conditions" means the following conditions the Grantee must comply with before exercising its rights in Easement number 3:

(a) the Services Works must not impact on or affect the structural integrity of any part of the Building;

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Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:11 of 23
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(b) the Services Works must not impact the architectural integrity of the Building;

(c) the Service Works must not impede or obstruct use by an Owner or Occupier of any part of the Lot Burdened regularly used by the Owner or Occupier; and

(d) if the Lot Burdened is a Strata Lot, the Owner of the Strata Lot has provided its written consent to the Services Works and the exercise of any other right under the Easement.

"Conveyancing Act" means the *Conveyancing Act 1919* (NSW).

"Council" means City of Parramatta Council.

"Development Act" means the *Strata Schemes Development Act 2015* (NSW).

"Easement" means a restriction, easement or covenant in this Instrument.

"Easement Site" means in relation to an Easement, the site of the easement on the Plan.

"Function" means a right, obligation or duty.

"Grantee" means:

(a) the Owner of a Lot Benefited; or

(b) a benefited Authority.

"Grantor" means the Owner of a Lot Burdened.

"Ground Water Management System" means the subsoil groundwater re-use system (including but not limited to the tanks, meters, piping and pumping/treatment equipment) the subject of the positive covenant numbered 11 in this Instrument and the restriction on the use of land the subject of the restriction on the use of land numbered 12 in this Instrument.

"Repair" means to clean, maintain, repair, renew or replace.

"Instrument" means this instrument.

"Land" means the land subdivided by the Plan.

"Lot" means a lot in the Plan: and if a Lot is subdivided, then the lot or lots created by that subdivision.

"Lot Benefited" means the Lot benefited by an Easement.

"Lot Burdened" means the Lot burdened by an Easement.

"Maintenance Schedule" is the document dated 6 May 2025 prepared by Intrax Projects called "Water Management and Maintenance Operational Plan Melrose Park – Stage 4, 657 – 661 Victoria Road, Melrose Park", Report Reference NP627201_C_WMMOP Revision A.

"Occupier" means the person in lawful occupation for the time being of a Lot (not being Owner of the Lot).

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Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:12 of 23
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Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652
covered by subdivision certificate
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dated 12/06/2025

"Owner" means, for a Lot, the person for the time being recorded in the Register as entitled to an estate in fee simple in the Lot.

"Plan" means the plan to which this Instrument relates.

"Rainwater Management Facilities" are the on-site rainwater harvesting, bioretention and water quality treatment facilities the subject of the positive covenant numbered 13 in this Instrument and the restriction on the use of land numbered 14 in this Instrument.

"Rainwater Management System" means the on site stormwater detention system (including but not limited to all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage) the subject of the restriction on the use of land numbered 9 in this Instrument and the positive covenant numbered 10 in this Instrument, being the on-site stormwater detention system detailed on the plans approved by Steve Saad from Certified Building Specialist registration number BPB 0794 as Construction Certificate No.C2A001A2 on 17 April 2023. A copy of this Construction Certificate is held on Council File No. DA /295/2020(C).

"Register" means the register kept by the Registrar General as required by the *Real Property Act 1900* (NSW).

"Repair" means to clean, maintain, repair, renew and replace.

"Service" includes water, hot water, stormwater, surface water, sewerage, drainage, sullage, waste, garbage, discharge from pollutant traps, gas, electricity, oil, ventilation, exhaust (including kitchen, toilet, garbage and smoke exhaust), air (including ducted air and conditioned air), stair pressurisation, telecommunications, impulses and signals.

"Services Apparatus" means:

(a) any item of Apparatus through which a Service passes; and

(b) any item of Apparatus in which a Service is generated, contained or stored.

"Services Works" has the meaning given to the expression in Easement 3.

"Shared Facility" means a shared facility the subject of the Building Management Statement.

"Strata Management Statement" means a strata management statement registered in accordance with the Development Act.

"Strata Lot" means a lot in a Strata Plan: and if a Strata Lot is subdivided, then the lot or lots created by the subdivision.

"Strata Plan" means a plan that is registered as a strata plan under the Development Act.

"Vehicle" means any form of motorised transport.

20. Interpretation

20.1 In this Instrument,

(a) any reference to:

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Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:13 of 23
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(i) legislation includes regulations, proclamations, ordinances and by-laws issued under the legislation;

(ii) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;

(iii) a thing includes the whole or each part of it;

(iv) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind; and

(v) the singular includes the plural and vice versa; and

(b) headings do not affect the interpretation of this Instrument.

20.2 Subject to clause 20.3:

(a) if a provision of this Instrument is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;

(b) if, despite clause 20.2(a) a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or

(c) in any other case, the whole provision must be severed.

20.3 If an event under clause 20.2 occurs, the remainder of this Instrument continues in full force and effect.

21. Covenants between the Grantor and the Grantee

21.1 Each Grantor, for itself and its successors and assigns, when exercising its rights and obligations under an Easement is bound by, and must comply with, the terms of the Easement in favour of the Grantee, its successors and assigns.

21.2 Each Grantee, for itself and its successors and assigns, when exercising its rights and obligations under an Easement is bound by, and must comply with, the terms of the Easement in favour of the Grantor, its successors and assigns.

22. Incidents of Easements in this Instrument

22.1 The rights and obligations attaching to an Easement are granted subject to the provisions of this Instrument and any conditions in the Easement.

22.2 The rights attaching to an Easement are not exclusive to the Grantee or an Authorised Person unless otherwise stated in the terms of the Easement.

22.3 An Easement Site includes all structures and items within the site unless otherwise stated in the terms of the Easement.

.....
Signature of Authorised Delegate
City of Parramatta Council
Electronic signature of me, Marik Leotta affixed by me, or at my direction on 12/06/2025

Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:14 of 23
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22.4 Reference in an Easement to go, pass and repass by foot includes the right to go, pass and repass in a vehicle for disabled purposes unless the relevant Easement Site is not designed for disabled access.

22.5 If the costs relevant to the use, operation, insurance or Repair of an Easement Site are not covered by this Instrument or the Building Management Statement, then the Grantee is responsible for those costs.

23. Rights and obligations of Grantee

23.1 Each Grantee must use reasonable endeavours to ensure its Authorised Persons comply with the terms of an Easement when exercising their Functions in the Easement.

23.2 To enable the Grantee to exercise its Functions in Easements 2 and 3 the Grantee has the unrestricted right:

(a) to enter such part of the Lot Burdened in such manner and by such route as is reasonable in the circumstances and with such workmen, goods, materials, tools, machinery, plant and equipment as is reasonable and necessary in the circumstances;

(b) to remain on the Lot Burdened for such reasonable time as may be necessary in the circumstances;

(c) to take anything on to the Lot Burdened for purposes associated with the Functions of the Grantee; and

(d) to carry out work to the Lot Burdened for purposes associated with the Functions of the Grantee.

23.3 Unless otherwise stated in this Instrument, when exercising its Functions in an Easement, the Grantee and its Authorised Persons:

(a) must exercise them consistently with the Functions of all other parties who have the same or similar Functions;

(b) must comply with the reasonable directions of the Grantor about access to and use of the Easement Site;

(c) must ensure all work is done properly;

(d) must cause as little inconvenience as is practicable to the Grantor and any Occupier of the Lot Burdened;

(e) must not cause any damage to the Lot Burdened and any improvement on it; and

(f) must restore the Lot Burdened and any improvement on it as nearly as practicable to its former condition.

23.4 The Grantee must make good any damage caused to the Lot Burdened and any improvement on it as a result of the Grantee or any of its Authorised Persons exercising their Functions in an Easement.

Signature of Authorised Delegate
City of Parramatta Council
Electronic signature of me, Mark Leotta affixed by me, or at my direction on 12/06/2025

Document Set ID: 1047901
Version: 1, Version Date: 28/05/2025

Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:15 of 23
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Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652 covered by subdivision certificate number SC/54/2025 dated 12/06/2025

24. Services Apparatus

24.1 An item of Services Apparatus in a Lot Burdened used exclusively to supply a Service to a Lot Benefited, unless it is the responsibility of an Authority, must be operated and Repaired by the Grantee at the Grantee's expense.

24.2 An item of Services Apparatus in a Lot Burdened used to supply a Service to several Lots Benefited, unless it is the responsibility of an Authority:

(a) if a Shared Facility, must be operated and Repaired in accordance with the Strata Management Statement; and

(b) if not a Shared Facility, then subject to clause 21.4, must be operated and Repaired by the Grantees of the Lots Benefited (whose obligations are joint and several).

24.3 The party with the responsibility for the operation and Repair of an item of Services Apparatus must keep that item maintained and in a state of good and serviceable repair.

24.4 An item of Services Apparatus which has been damaged as a result of an act or omission of an Owner or Occupier of a Lot must be Repaired by and at the expense of that Owner or Occupier.

24.5 If the costs relevant to the use, operation or Repair of an item of Services Apparatus are not covered by this Instrument or the Strata Management Statement, then the Grantee is responsible for those costs.

25. Obligations of Grantor and Grantee

25.1 Where a party:

(a) has failed to carry out an obligation under an Easement;

(b) that obligation relates to another party's Lot; and

(c) the other party gives the first party written notice of the failure and the first party has failed to carry out its obligation within a reasonable time after receipt of the notice,

the other party may take all lawful steps necessary to ensure the obligation is carried out and may recover from the first party any reasonable expense for doing so.

26. Strata Management Statement

26.1 If an Easement Site or an item of Services Apparatus is governed or regulated by the Strata Management Statement, then unless stated otherwise in the statement the statement binds the Grantor, the Grantee and Authorised Persons.

26.2 If the costs relevant to the use, operation, insurance or Repair of an Easement Site or an item of Services Apparatus are governed or regulated by the Strata Management Statement, then the terms of the statement apply to that use, operation, insurance and Repair and bind the relevant Grantor, Grantee and Authorised Persons.

26.3 If there is inconsistency between the terms of this Instrument and the Strata Management Statement, the Strata Management Statement prevails to the extent of any inconsistency.

.....
Signature of Authorised Delegate
City of Parramatta Council
Electronic signature of me, Mark Leotta affixed by me, or at my direction on 12/06/2025

Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:16 of 23
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Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652
covered by subdivision certificate
number SC/54/2025
dated 12/06/2025

27. Release

27.1 The Grantee and its Authorised Persons enter upon a Lot Burdened at their own risk and the Grantee releases the Grantor from any Claims and demands of every kind and from all liability that may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened under the terms of this Instrument unless the loss is caused by the negligent act of the Grantor. Each party is responsible for its own negligent acts.

.....
Signature of Authorised Delegate
City of Parramatta Council
Electronic signature of me, Mark Leotta affixed by me, or at my direction on 12/06/2025

Document Set ID: 1047901
Version: 1, Version Date: 28/05/2025

Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:17 of 23
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Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652
covered by subdivision certificate
number SC/54/2025
dated 12/06/2025

EXECUTION:

Dated the **day of** **2025**

Registered Proprietor:

Executed by SH Melrose Land Pty Ltd ACN 639 001 522 in accordance with section 127 of the *Corporations Act 2001* (C'th):

Hide Seguchi
Hide Seguchi (Jun 18, 2025 17:21 GMT+10)
Director (signature)

Electronic Signature of me, Atsuhide Seguchi, affixed by me, or at my direction on 18/06/2025

Atsuhide Seguchi
Name of Director (printed)

Kaz Sakamoto
Kaz Sakamoto (Jun 18, 2025 16:23 GMT+10)
~~Director~~/Secretary (signature)

Electronic Signature of me, Kazuya Sakamoto affixed by me, or at my direction on 18/06/2025

Kazuya Sakamoto
Name of ~~Director~~/Secretary (printed)

Signature of Authorised Delegate
City of Parramatta Council
Electronic signature of me, Mark Leotta affixed by me, or at my direction on 12/06/2025

Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:18 of 23
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Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652
covered by subdivision certificate
number SC/54/2025
dated 12/06/2025

Execution (continued)

Registered Mortgagee mortgage AN763073:

Executed for and on behalf of Sumitomo Mitsui Banking Corporation, Sydney Branch ARBN 114 153 459 under power of attorney dated 23/5/2024 and registered in New South Wales Book 4875 No 666

By executing this instrument the Attorney states that the Attorney has received not notice of the revocation of the Power of Attorney.

Signature of Attorney

Signature of Witness

Balaji Vallan
Name of Attorney

Eunice Oh
Name of Witness

Level 40, The Chifley Tower
2 Chifley Square
Sydney NSW 2000
Address of Witness

Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:19 of 23
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Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652
covered by subdivision certificate
number SC/54/2025
dated 12/06/2025

Execution (continued)

Registered Mortgagee mortgage number AK615388 mortgagee SH Melrose Development 2 Pty Ltd

Executed by SH Melrose Development 2 Pty Ltd ACN in accordance with section 127 of the *Corporations Act 2001* (C'th):

Hide Seguchi
Hide Seguchi (Jun 18, 2025 17:21 GMT+10)
Signature of authorised person

Electronic Signature of me, Atsuhide Seguchi, affixed by me, or at my direction on 18/06/2025

Atsuhide Seguchi
Name of authorised person

Director
Office held

Kaz Sakamoto
Kaz Sakamoto (Jun 18, 2025 16:23 GMT+10)
Signature of authorised person

Electronic Signature of me, Kazuya Sakamoto affixed by me, or at my direction on 18/06/2025

Kazuya Sakamoto
Name of authorised person

Company secretary
Office held

Signature of Authorised Delegate
City of Parramatta Council
Electronic signature of me, Mark Leotta affixed by me, or at my direction on 12/06/2025

Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:20 of 23
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Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652 covered by subdivision certificate number SC/54/2025 dated 12/06/2025

Execution (continued)

Registered Mortgagee mortgage number AK615388 mortgagee Melrose Park Development 1 Pty Ltd

Executed by Melrose Park Development 1 Pty Ltd ACN in accordance with section 127 of the *Corporations Act 2001* (C'th):

Hide Seguchi
Hide Seguchi (Jun 18, 2025 17:21 GMT+10)
Signature of authorised person

Electronic Signature of me, Atsuhide Seguchi, affixed by me, or at my direction on 18/06/2025

Atsuhide Seguchi
Name of authorised person

Director
Office held

Kaz Sakamoto
Kaz Sakamoto (Jun 18, 2025 16:23 GMT+10)
Signature of authorised person

Electronic Signature of me, Kazuya Sakamoto affixed by me, or at my direction on 18/06/2025

Kazuya Sakamoto
Name of authorised person

Company secretary
Office held

Signature of Authorised Delegate
City of Parramatta Council

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 12/06/2025

Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:21 of 23
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Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652 covered by subdivision certificate number SC/54/2025 dated 12/06/2025

Execution (continued)

Registered Mortgagee mortgage number AK615388 mortgagee Melrose Park Development 2 Pty Ltd

Executed by Melrose Park Development 2 Pty Ltd ACN in accordance with section 127 of the *Corporations Act 2001* (C'th):

Hide Seguchi
Hide Seguchi (Jun 18, 2025 17:21 GMT+10)
Signature of authorised person

Electronic Signature of me, Atsuhide Seguchi, affixed by me, or at my direction on 18/06/2025

Atsuhide Seguchi
Name of authorised person

Director
Office held

Kaz Sakamoto
Kaz Sakamoto (Jun 18, 2025 16:23 GMT+10)
Signature of authorised person

Electronic Signature of me, Kazuya Sakamoto affixed by me, or at my direction on 18/06/2025

Kazuya Sakamoto
Name of authorised person

Company secretary
Office held

Signature of Authorised Delegate
City of Parramatta Council
Electronic signature of me, Mark Leotta affixed by me, or at my direction on 12/06/2025

Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:22 of 23
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Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652
covered by subdivision certificate
number SC/54/2025
dated 12/06/2025

Execution (continued)

Registered Mortgagee mortgage number AK615388 mortgagee Melrose Park Development 3 Pty Ltd

Executed by Melrose Park Development 3 Pty Ltd ACN in accordance with section 127 of the *Corporations Act 2001* (C'th):

Hide Seguchi
Hide Seguchi (Jun 18, 2025 17:21 GMT+10)
Signature of authorised person

Electronic Signature of me, Atsuhide Seguchi, affixed by me, or at my direction on 18/06/2025

Atsuhide Seguchi
Name of authorised person

Director
Office held

Kaz Sakamoto
Kaz Sakamoto (Jun 18, 2025 16:23 GMT+10)
Signature of authorised person

Electronic Signature of me, Kazuya Sakamoto affixed by me, or at my direction on 18/06/2025

Kazuya Sakamoto
Name of authorised person

Company secretary
Office held

Signature of Authorised Delegate
City of Parramatta Council
Electronic signature of me, Mark Leotta affixed by me, or at my direction on 12/06/2025

Req:R371105 /Doc:DP 1281940 B /Rev:10-Jul-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:23 of 23
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Plan: DP1281940

Plan of subdivision of lot 2 in DP 1248652
covered by subdivision certificate
number SC/54/2025
dated 12/06/2025

Execution (continued)

City of Parramatta Council:

Signed on behalf of **City of Parramatta Council (ABN 49 907 174 773)** by its authorised delegate pursuant to s. ~~397~~ 378 *Local Government Act 1993.*

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 12/06/2025

.....
Sign (authorised delegate)

MARK LEOTTA
.....
Sign (authorised delegate)

GROUP MANAGER DEVELOPMENT AND TRAFFIC SERVICES
.....
Full name (authorised delegate)

Electronic signature of me, Shaun Hehir affixed by me, or at my direction on 12/06/2025

.....
Sign (witness)
the witness states that he or she is an eligible witness and was present when the authorised delegate signed

SHAUN HEHIR
.....
Full name (witness)

9 WENTWORTH STREET
PARRAMATTA NSW 2150
.....
Address (witness)

REGISTERED: 09/07/2025

.....
Signature of Authorised Delegate
City of Parramatta Council
Electronic signature of me, Mark Leotta affixed by me, or at my direction on 12/06/2025

SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
1	82°53'20"	4.735
2	115°06'40"	4.735
3	147°20'	4.735
4	73°26'40"	4.875
5	163°26'40"	30.265
6	253°26'40"	4.875
7	62°25'25"	18.135
8	64°12'25"	18.135
9	65°59'15"	18.135

SEE SHEET 3 FOR SCHEDULE OF REFERENCE MARKS

COORDINATE SCHEDULE

MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	CLASS	ORDER	METHOD	STATE
PM 33894	320 906.882	6256 615.527	B	2	SCIMS	FOUND
SSM 54194	321 371	6257 554	U	U	SCIMS	FOUND
SSM 59258	321 656.589	6256 258.407	B	2	SCIMS	FOUND
SSM 59551	320 516	6257 236	U	U	SCIMS	FOUND
SSM 108450	321 432.653	6257 412.633	A	1	SCIMS	FOUND

DATE OF SCIMS COORDINATES 13-12-2019 MGA ZONE 56 MGA DATUM GDA94
COMBINED SCALE FACTOR: 0.99995E (SSM 108450)

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 108450	26.386	B	2	SCIMS ADOPTED	FOUND
SSM 59258	1.243	LB	L2	SCIMS-DATUM VALIDATION	FOUND

DATE OF SCIMS AHD VALUES: 13-12-2019 HEIGHT DATUM: AHD71

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 108450	SSM 59258	-25.143	TRIGONOMETRIC HEIGHTING
SSM 59258	SSM 108450	25.143	TRIGONOMETRIC HEIGHTING

HEIGHT DATUM: AHD71

ROAD

VICTORIA AVENUE

HUGHES AVENUE

WHARF

(VARIABLE WIDTH)

(20.115 WIDE)

10
8284m²

11
3.003ha

DP 588575
DP 399372
DP 509337
DP 213196
SP 59363
DP 205469
DP 232929
DP 111166
DP 1102001
DP 878611

SSM 99551 FD (NOT ESTD)
PM 33894 FD (ESTD)
SSM 54194 FD (NOT ESTD)
SSM 59258 FD (ESTD) BM RL 1.243 (AHD)
SSM 108450 FD (ESTD) BM 26.386 (AHD)
'A'
'B'

SSM-SSM 54°44'10" 554.625 (SURVEY)
SSM-SSM 339°45'35" 165.17 (SURVEY)
SSM-SSM 168°55'26" 1165.951 (MGA GROUND) 168°55'36" 1165.945 (SURVEY)
PM-SSM 33°24'30" 854.070 (MGA GROUND) 33°26'15" 854.020 (SURVEY)
SSM-SSM 294°54'25" 826.595 (MGA GROUND) 294°54'10" 826.545 (SURVEY)
PM-SSM 190°20' 678.670 (SURVEY)

RM DH&W FD 342°12'40" 1.515 (DP 84289)
RM DH&W FD 14.7°57'40" 3.48 (ORIGIN UNKNOWN) (DP 588575)
RM DH&W FD 171°33'35" 3.51 (DP 588575)
RM DH&W FD 73°14'50" 2.975 (DP 588575)
RM DH&W FD 75°29'40" 3.49 (DP 588575)
RM DH&W FD 151°57'55" 3.69 (ORIGIN UNKNOWN)
RM DH&W FD 75°05'05" 3.805 (ORIGIN UNKNOWN)
RM DH&W FD 70°59'40" 3.905 (ORIGIN UNKNOWN)
RM DH&W FD 253°02'10" 1.625 (DP 1102001)
RM DH&W FD 174°46'40" 4.01 (DP 1102001)
RM DH&W FD 265°11'55" 3.525 (DP 787611)
RM GIP FD 339°08'05" 2.535 (DP 1102001)
RM GIP FD (DISTURBED) 343°03'30" 0.75 (DP 1102001) 336°07'15" 0.76 (BT MK)
RM GONE (DP 878116)
RM GONE (DP 619396)
RM GONE (DP 512358)
RM GONE (DP 568570)
RM GONE (DP 220145)

SSM-CNR 76°51'05" 172.77
CHAIN WIRE FENCE
WALL (DN BDY)
RENE WALL (DN BDY)

NEW EASEMENTS

(A) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH
(B) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM
(C) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM
(D) EASEMENT FOR SERVICES VARIABLE WIDTH
(E) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(F) EASEMENT FOR ACCESS VARIABLE WIDTH
(G) EASEMENT FOR SERVICES VARIABLE WIDTH
(H) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(J) EASEMENT FOR MAINTENANCE AND REPAIR VARIABLE WIDTH LIMITED IN STRATUM
(K) EASEMENT FOR MAINTENANCE AND REPAIR VARIABLE WIDTH

(FF) RESTRICTION ON THE USE OF LAND (AQ435635)
- POSITIVE COVENANT (AQ435636)

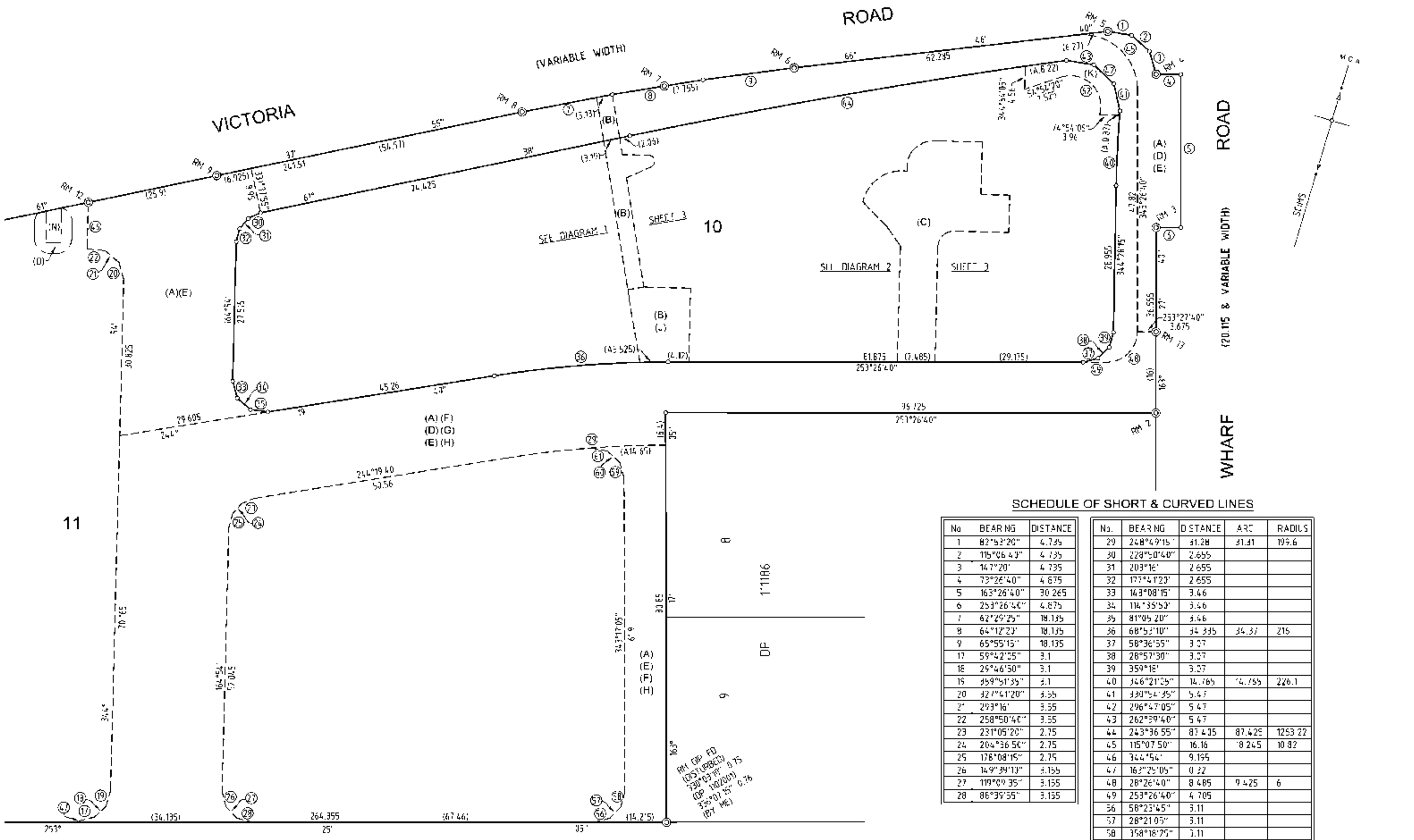
EXISTING EASEMENTS

(A) EASEMENT FOR PADMOUNT SUBSTATION 2.975 WIDE (DP1247080)
(D) RESTRICTION ON THE USE OF LAND (DP1247080)

SURVEYOR Name: JASON RAIC Date of Survey 16-12-2019 Surveyor's Reference: 41387.089DP	PLAN OF SUBDIVISION OF LOT 11 IN DP 128907, LOTS 1 & 2 IN DP 128912, LOTS 1 & 2 IN DP 221045, LOT 2 IN DP 619396 AND LOTS 71 & 72 IN DP 1136996	LGA: CITY OF PARRAMATTA Locality: VELROSE PARK Reduction Ratio 1 : 250 Lengths are in metres	Registered 8.10.2020	DP1238936

Req:R773235 /Doc:DP 1238936 P /Rev:08-Oct-2020 /NSW LRS /Pgs:ALL /Prt:09-Oct-2020 09:37 /Seq:1 of 8
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Rev:RR273825 /Prt:DP1238936 P /Rev:08-Oct-2020 /NSW LRS /Pgs:ALL /Prt:09-Oct-2020 09:37 /Seq:2 of 8
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DocuSign Envelope ID: F9AC203D-0A14-43E0-9C14-114B072FF585



NEW EASEMENTS

(A) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH
(B) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM
(C) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM
(D) EASEMENT FOR SERVICES VARIABLE WIDTH
(E) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(F) EASEMENT FOR ACCESS VARIABLE WIDTH
(G) EASEMENT FOR SERVICES VARIABLE WIDTH
(H) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(J) EASEMENT FOR MAINTENANCE AND REPAIR VARIABLE WIDTH LIMITED IN STRATUM
(K) EASEMENT FOR MAINTENANCE AND REPAIR VARIABLE WIDTH

EXISTING EASEMENTS

(B) EASEMENT FOR PADMOUNT SUBSTATION 2.925 WIDE (DP1247080)
(C) RESTRICTION ON THE USE OF LAND (DP1247080)

SCHEDULE OF SHORT & CURVED LINES

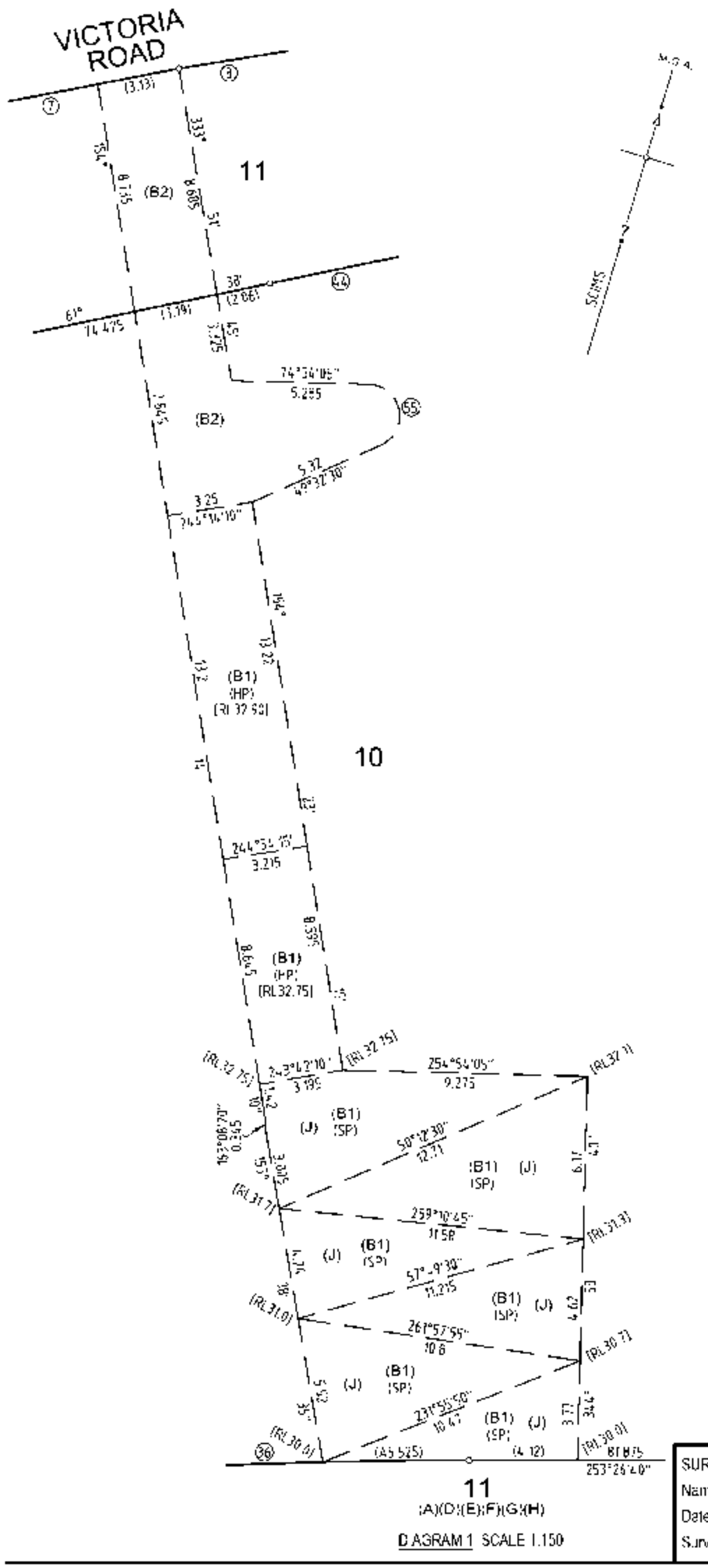
No	BEARING	DISTANCE
1	82°53'20"	4.735
2	115°06'40"	4.735
3	147°20'	4.735
4	73°26'40"	4.875
5	163°26'40"	30.265
6	253°26'40"	4.875
7	62°29'25"	18.135
8	64°12'23"	18.135
9	65°55'15"	18.135
17	59°42'05"	3.1
18	29°46'50"	3.1
19	359°51'35"	3.1
20	327°41'20"	3.55
21	293°16'	3.55
22	258°50'40"	3.55
23	231°05'20"	2.75
24	204°36'50"	2.75
25	178°08'15"	2.75
26	149°39'13"	3.155
27	119°09'35"	3.155
28	86°39'55"	3.155

No.	BEARING	DISTANCE	ARC	RADIUS
29	248°49'15"	31.28	31.41	199.6
30	228°50'40"	2.655		
31	203°16'	2.655		
32	177°41'23"	2.655		
33	143°08'15"	3.46		
34	114°35'53"	3.46		
35	81°05'20"	3.46		
36	68°53'10"	34.335	34.37	215
37	58°36'35"	3.27		
38	28°57'30"	3.27		
39	359°18'	3.27		
40	346°21'25"	14.765	14.765	226.1
41	330°54'35"	5.47		
42	296°47'05"	5.47		
43	262°39'40"	5.47		
44	243°36'55"	87.435	87.425	1253.22
45	115°07'50"	16.16	16.245	10.82
46	344°54'	9.195		
47	163°25'05"	0.22		
48	28°26'40"	8.485	8.425	6
49	253°26'40"	4.705		
56	58°23'45"	3.11		
57	28°21'05"	3.11		
58	358°18'25"	3.11		
59	327°35'20"	3.245		
60	296°11'50"	3.245		
61	264°48'20"	3.245		
62	117°33'10"	10.66	13.12	6

SEE SHEET 3 FOR SCHEDULE OF REFERENCE MARKS

SURVEYOR Name. JASON RAIC Date of Survey 16-12-2019 Surveyor's Reference: 41387 SSDP	PLAN OF SUBDIVISION OF LOT 11 IN DP 128907, LOTS 1 & 2 IN DP 128912, LOTS 1 & 2 IN DP 221045, LOT 2 IN DP 619396 AND LOTS 71 & 72 IN DP 1136996	LGA CITY OF PARRAMATTA Locality . VELROSE PARK Reduction Ratio 1 500 Lengths are in metres	Registered 8.10.2020	DP1238936

Rec:BB73935 /Doc:DP 1238936 P /Rev:08-Oct-2020 /NSW LRS /Pgs:ALL /Prt:09-Oct-2020 09:37 /Seq:3 of 8
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11
(A)(D)(E)(F)(G)(H)

DIAGRAM 1 SCALE 1:150

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
1	255°50'10"	3.52	DH&W FD (DP 1107001)
2			RM GONE (DP 572308)
	254°15'30"	3.535	DH&W
3	253°26'40"	3.535	DH&W FD (DP 562924)
	255°46'30"	0.175	DH&W FD (ORIGIN UNKNOWN)
4			RM GONE (DP 221045)
	253°17'30"	3.3	DH&W FD (ORIGIN UNKNOWN)
5	182°3'	3.58	RM GONE (DP 221045)
			DH&W FD (ORIGIN UNKNOWN)
6	156°33'50"	3.375	RM GONE (DP 221045) DH&W FD (ORIGIN UNKNOWN)
7			RM GONE (DP 221045)
	163°02'01"	3.54	DH&W FD (ORIGIN UNKNOWN)
8	151°52'45"	3.49	RM GONE (DP 221045) DH&W FD (ORIGIN UNKNOWN)
9	151°37'55"	3.45	DH&W FD (ORIGIN UNKNOWN)
10	300°02'25"	5.3	SSM 54914 FD (DP 775588)
	329°26'15"	3.15	DH&W FD (DP 775588)
11	324°03'45"	3.5	DH&W FD (DP 775588)
12	110°00'	1.715	DH&W
	194°28'40"	4.7	DH&W
13	233°36'50"	5.765	DH&W
	243°10'25"	16.27	DH&W

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
7	62°29'25"	18.135		
8	64°12'20"	18.135		
36	68°53'10"	34.335	34.37	216
44	243°36'59"	87.405	87.424	1263.22
50	218°4'6"	10.695	11.775	7.82
51	126°10'25"	4	4.11	5.175
52	232°48'05"	5.825	6.105	5.765
53	247°00'40"	2.425	2.455	4.535
54	196°14'30"	3.38	3.555	3.27
55	334°10'10"	2.34	3.175	1.21

NEW EASEMENTS
(A) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH
(B) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM
(B1) LIMITED IN DEPTH TO RL'S SHOWN THUS [RL]
AND LIMITED IN HEIGHT TO 4.0 ABOVE THESE RL'S
(B2) UNLIMITED IN HEIGHT AND DEPTH
(C) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM
LIMITED IN DEPTH TO RL'S SHOWN THUS [RL]
AND LIMITED IN HEIGHT TO 3.6 ABOVE THESE RL'S
(D) EASEMENT FOR SERVICES VARIABLE WIDTH
(E) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(F) EASEMENT FOR ACCESS VARIABLE WIDTH
(G) EASEMENT FOR SERVICES VARIABLE WIDTH
(H) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(J) EASEMENT FOR MAINTENANCE AND REPAIR VARIABLE WIDTH LIMITED IN STRATUM
LIMITED IN DEPTH TO RL'S SHOWN THUS [RL]
AND LIMITED IN HEIGHT TO 4.0 ABOVE THESE RL'S

(HP) DENOTES HORIZONTAL PLANE
(RP) DENOTES REGULAR SLOPING PLANE
(SP) DENOTES IRREGULAR SLOPING PLANE

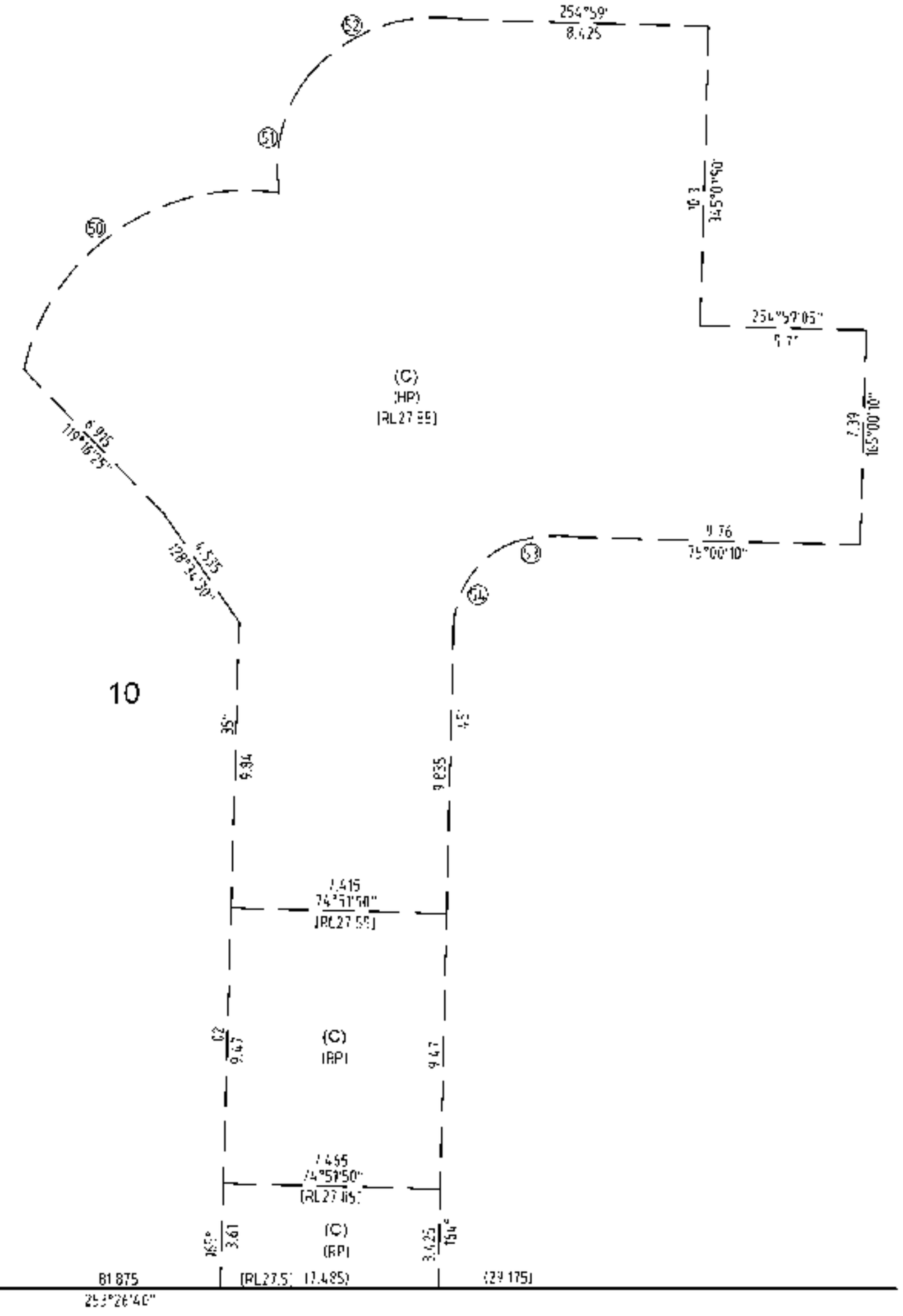


DIAGRAM 2 SCALE 1:150

SURVEYOR Name: JASON RAIC Date of Survey 16-12-2019 Surveyor's Reference: 41387 089DP	PLAN OF SUBDIVISION OF LOT 11 IN DP 128907, LOTS 1 & 2 IN DP 128912, LOTS 1 & 2 IN DP 221045, LOT 2 IN DP 619396 AND LOTS 71 & 72 IN DP 1136996	LGA CITY OF PARRAMATTA Locality: VELROSE PARK Reduction Ratio 1:150 Lengths are in metres	Registered 8.10.2020	DP1238936

Req:R773035 /Doc:DP 1238936 P /Rev:08 Oct 2020 /NSW LRS /Pgs:ALL /Prt:09 Oct 2020 09:37 /Seq:1 of 8
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ePlan

PLAN FORM 6 (2019)	**DEPOSITED PLAN ADMINISTRATION SHEET**	Sheet 1 of 5 sheet(s)

Office Use Only

Registered: 8.10.2020

Title System: TORRENS

Office Use Only

DP1238936

PLAN OF SUBDIVISION OF LOT 11 IN DP128907, LOTS 1 & 2 IN DP128912, LOTS 1 & 2 IN DP221045, LOT 2 IN DP619396 AND LOTS 71 & 72 IN DP1136996

LGA: CITY OF PARRAMATTA

Locality: MELROSE PARK

Parish: FIELD OF MARS

County: CUMBERLAND

Survey Certificate

I, JASON RAE

of LTS LOCKLEY LOCKED BAG 5, GORDON NSW 2072,

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 16 December 2019, 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 the plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'A' – 'B'

Type: *Urban/~~Rural~~

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

Signature: ..... Dated: 18/5/20

Surveyor Identification No: 8255

Surveyor registered under

the Surveying and Spatial Information Act 2002

*Strike out inapplicable words

**Specify the land actually surveyed or specify any land shown in the plan that was not surveyed at the time of survey

Plans used in the preparation of survey/compilation

DP128907	DP593575
DP128912	DP642913
DP619396	DP1102001
DP1136996	DP787611
DP979116	

Surveyor's Reference: 41367 060DP

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 CLAIRE STEPHENS

*Authorised Person/~~General Manager/Accredited 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: .....

Accreditation number: .....

Consent Authority: City of Parramatta Council

Date of endorsement: 25/09/2020

Subdivision Certificate number: SC/96/dec20

File number: .....

*Strike through if inapplicable.

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Rec R773035 /Doc DP 1238936 2 /Rev:08 Oct 2020 /NSW LRS /Pgs ALL /Prt 09 Oct 2020 09 37 /Seq 3 of 8
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ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 5 sheet(s)

Office Use Only

Registered: 8.10.2020

Office Use Only

DP1238936

PLAN OF SUBDIVISION OF LOT 11 IN DP128907, LOTS 1 & 2 IN DP128912, LOTS 1 & 2 IN DP221045, LOT 2 IN DP619396 AND LOTS 71 & 72 IN DP1136996

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

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

Subdivision Certificate number: 5/9/2020

Date of Endorsement: 25/06/2020

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

1. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (A).
2. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (B).
3. EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM (C)
4. EASEMENT FOR SERVICES VARIABLE WIDTH (D)
5. EASEMENT TO DRAIN WATER VARIABLE WIDTH (E)
6. EASEMENT FOR ACCESS VARIABLE WIDTH (F)
7. EASEMENT FOR SERVICES VARIABLE WIDTH (G)
8. EASEMENT TO DRAIN WATER VARIABLE WIDTH (H)
9. EASEMENT FOR MAINTENANCE AND REPAIR VARIABLE WIDTH LIMITED IN STRATUM (J)
10. EASEMENT FOR MAINTENANCE AND REPAIR VARIABLE WIDTH (K)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
10	2	WHARF	ROAD	MELROSE PARK
11	N/A	VICTORIA	ROAD	MELROSE PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4136/069DP

Req:R773035 /Doc:DP 1238936 P /Rev:08 Oct 2020 /NSW LRS /Pgs:ALL /Prt:09 Oct 2020 09:37 /Seq:5 of 8
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ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 5 sheet(s)

Office Use Only

Registered: 8.10.2020

Office Use Only

DP1238936

PLAN OF SUBDIVISION OF LOT 11 IN DP128907, LOTS 1 & 2 IN DP128912, LOTS 1 & 2 IN DP221045, LOT 2 IN DP619396 AND LOTS 71 & 72 IN DP1136996

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

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

Subdivision Certificate number: SC/PC/22/20

Date of Endorsement: 27/10/2020

EXECUTED by)
SH MELROSE LAND PTY LTD)
ACN 639 001 522)
in accordance with Section 127)
of the Corporations Act)

Signature of Director

Signature of ~~Director~~/secretary

HIROTOSHI KATAYAMA

NAME (please print)

TAKAHITO ASARI

NAME (please print)

MORTGAGEE:

EXECUTED by)
SH MELROSE DEVELOPMENT 2 PTY LTD)
ACN 601 434 557)
in accordance with Section 127)
of the Corporations Act)

Signature of Director

Signature of ~~Director~~/secretary

HIROTOSHI KATAYAMA

NAME (please print)

TAKAHITO ASARI

NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 06ADP

Req:R773035 /Doc:DP 1238936 P /Rev:08 Oct 2020 /NSW LRS /Pgs:ALL /Prt:09 Oct 2020 09:37 /Seq:7 of 8
DocuSign Envelope ID: F9AC203D-0A14-43E0-9C14-114B072FF585

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 5 sheet(s)

Office Use Only

Registered: 8.10.2020

Office Use Only

DP1238936

PLAN OF SUBDIVISION OF LOT 11 IN DP128907, LOTS 1 & 2 IN DP128912, LOTS 1 & 2 IN DP221045, LOT 2 IN DP619396 AND LOTS 71 & 72 IN DP1136996

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

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

Subdivision Certificate number: SC/37/2020

Date of Endorsement: 2.9.10.2020

MORTGAGEE

EXECUTED by)
MELROSE PARK DEVELOPMENT 1 PTY LTD)
ACN 641 797 033)
in accordance with Section 127)
of the Corporations Act)

Signature of Director

HIROTOSHI KATAYAMA
NAME (please print)

Signature of ~~Director~~/secretary

TAKAHITO ASARI
NAME (please print)

MORTGAGEE:

EXECUTED by)
MELROSE PARK DEVELOPMENT 2 PTY LTD)
ACN 641 797 480)
in accordance with Section 127)
of the Corporations Act)

Signature of Director

HIROTOSHI KATAYAMA
NAME (please print)

Signature of ~~Director~~/secretary

TAKAHITO ASARI
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41267 S69DP

Req:R773035 /Doc:DP 1238936 P /Rev:08 Oct 2020 /NSW LRS /Pgs:ALL /Prt:09 Oct 2020 09:37 /Seq:8 of 8
DocuSign Envelope ID: F9AC203D-0A14-43E0-9C14-114B072FF585

ePlan

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

Office Use Only

Registered: 8.10.2020

Office Use Only

DP1238936

PLAN OF SUBDIVISION OF LOT 11 IN DP128907, LOTS 1 & 2 IN DP128912, LOTS 1 & 2 IN DP221045, LOT 2 IN DP619396 AND LOTS 71 & 72 IN DP1136996

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

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

Subdivision Certificate number: SC/Pa/2020-67

Date of Endorsement: 25/Sep/2020

MORTGAGEE:

EXECUTED by
MF. ROSE PARK DEVELOPMENT 3 PTY LTD
ACN 641 797 506
in accordance with Section 127
of the Corporations Act

Signature of Director

Signature of ~~Director~~/secretary

HIROTOSHI KATAYAMA
NAME (please print)

TAKAHITO ASARI
NAME (please print)

MORTGAGEE:

Signed by Sumitomo Mitsui Banking Corporation, Sydney Branch ABRN 114 053 459 by its attorney under power of attorney dated 10 JUN 2020 book 4775 no 113

Peter King

Level 35, The Chifley Tower
2 Chifley Square
Sydney, NSW, 2000
AUSTRALIA

If space is insufficient use additional annexure sheet

Surveyor's Reference 41367 069DP

Req:R773037 /Doc:DP 1238936 B /Rev:08 Oct 2020 /NSW LRS /Pgs:ALL /Prt:09 Oct 2020 09:38 /Seq:1 of 12
DocuSign Envelope ID: F9AC203D-0A14-43E0-9C14-114B072FF585

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B *Conveyancing Act 1919*.

Plan:

DP1238936

Plan of subdivision of Lot 1 in DP 28907, Lots 1 & 2 in DP128912, Lots 1 & 2 in DP221045, Lot 2 in DP619396 and Lots 71 & 72 in DP1136895 covered by Subdivision Certificate No. 5/10/2020

Full name and address of the owner of the land:

~~Tyrial Developments Pty Ltd ACN 110 255 120 of Chifley Tower, Level 37, 2 Chifley Square, Sydney NSW 2000~~

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Public Access variable width (A)	11	City of Parramatta Council
2.	Easement for Public Access variable width limited in stratum (B)	10 and 11	City of Parramatta Council
3.	Easement for Garbage Collection variable width limited in stratum (C)	10	City of Parramatta Council
4.	Easement for Services variable width (D)	11	City of Parramatta Council
5.	Easement to Drain Water variable width (E)	11	City of Parramatta Council
6.	Easement for Access variable width (F)	11	10
7.	Easement for Services variable width (G)	11	10
8.	Easement to Drain Water variable width (H)	11	10
9.	Easement for Maintenance and Repair variable width limited in stratum (J)	10	11

Signature of Authorised Delegate
City of Parramatta Council

Req:R773037 /Doc:DP 1238936 B /Rev:08 Oct 2020 /NSW LRS /Pgs:ALL /Prt:09 Oct 2020 09:38 /Seq:2 of 12
DocuSign Envelope ID: F9AC203D-0A14-43E0-9C14-114B072FF585

ePlan

Plan:

DP1238936

Plan of subdivision of Lot 11 in DP126907, Lots 1 & 2 in DP128912, Lots 1 & 2 in DP221045, Lot 2 in DP519398 and Lots 71 & 72 in DP1136996 covered by Subdivision Certificate No. SC/PA/0026

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
10.	Easement for Maintenance and Repair variable width (K)	10	11

Signature of Authorised Delegate
City of Parramatta Council

Req:R773037 /Doc:DP 1238936 B /Rev:08 Oct 2020 /NSW LRS /Pgs:ALL /Prt:09 Oct 2020 09:38 /Seq:3 of 12
DocuSign Envelope ID: F9AC203D-0A14-43E0-9C14-114B072FF585

ePlan

Plan:

DP1238936

Plan of subdivision of Lot 11 in DP128907, Lots 1 & 2 in DP128912, Lots 1 & 2 in DP221045, Lot 2 in DP619396 and Lots 71 & 72 in DP1136996 covered by Subdivision Certificate No. SC 496/Jun 20

Part 2 (Terms)

1. Terms of Easement for Public Access variable width (A) numbered 1 in the Plan

The Authority Benefited and persons authorised by it:

(a) have the full and free right to go, pass and re-pass over the lot burdened, but only within the Easement Site, at all times and for all purposes with or without animals or vehicles or both; and

(b) may do anything reasonably necessary for that purpose, including without limitation:

(i) entering the lot burdened;

(ii) taking anything on to the lot burdened, and

(iii) carrying out work, including without limitation constructing, placing, repairing or maintaining trafficable surfaces.

2. Terms of Easement for Public Access variable width Limited in Stratum (B) numbered 2 in the Plan

The Authority Benefited and persons authorised by it:

(a) have the full and free right to go, pass and re-pass over the lot burdened, but only within the Easement Site, at all times and for all purposes with or without animals, but without vehicles; and

(b) may do anything reasonably necessary for that purpose, including without limitation:

(i) entering the lot burdened;

(ii) taking anything on to the lot burdened, and

(iii) carrying out work, including without limitation constructing, placing, repairing or maintaining trafficable surfaces; and

(c) 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.

.....
Signature of Authorised Delegate
City of Parramatta Council

Req:R773037 /Doc:DP 1238936 B /Rev:08 Oct 2020 /NSW LRS /Pgs:ALL /Prt:09 Oct 2020 09:38 /Seq:4 of 12
DocuSign Envelope ID: F9AC203D-0A14-43E0-9C14-114B072FF585

ePlan

Plan:

DP1238936

Plan of subdivision of Lot 1 in DP128907, Lots 1 & 2 in DP128912, Lots 1 & 2 in DP221045, Lot 2 in DP619396 and Lots 71 & 72 in DP1136996 covered by Subdivision Certificate No. 45/96/2020

3. Terms of Easement for Garbage Collection variable width limited in stratum (C) numbered 3 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 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 of 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.

.....
Signature of Authorised Delegate
City of Parramatta Council

Req:R773037 /Doc:DP 1238936 B /Rev:08 Oct 2020 /NSW LRS /Pgs:ALL /Prt:09 Oct 2020 09:38 /Seq:5 of 12
DocuSign Envelope ID: F9AC203D-0A14-43E0-9C14-114B072FF585

ePlan

Plan:

DP1238936

Plan of subdivision of Lot 11 in DP1289C7, Lots 1 & 2 in DP1289?2, Lots 1 & 2 in DP221045, Lot 2 in DP619396 and Lots 71 & ?2 in DP1138955 covered by Subdivision Certificate No. 50/96/2020

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.

4. Terms of Easement for Services variable width (D) numbered 4 in the Plan

An Easement for Services on the terms set out in Part 9 of Schedule 4A to the Act, as amended by this Instrument.

5. Terms of Easement to Drain Water variable width (E) numbered 5 in the Plan

An Easement to Drain Water on the terms set out in Part 3 of Schedule 4A to the Act, as amended by this Instrument

6. Terms of Easement for Access variable width (F) numbered 6 in the Plan

(a) The Grantor grants full, free and unimpeded right to the Grantee and its Authorised Users to go, pass, and repass over the Easement Site to get to and from the Lot Benefited:

(i) at all times, and

(ii) by all reasonable means

(b) The Grantee and its Authorised Users may do anything reasonably necessary for the purpose of exercising the rights under this Easement including:

(i) entering the Lot Burdened, and

(ii) taking anything on to the Lot Burdened.

(c) This Easement will automatically extinguish when the Easement Site is dedicated to the Council as a public road.

7. Terms of Easement for Services variable width (G) numbered 7 in the Plan

(a) An Easement for Services on the terms set out in Part 11 of Schedule 8 to the Act, as amended by this Instrument

(b) This Easement will automatically extinguish when the Easement Site is dedicated to the Council as a public road.

.....

Signature of Authorised Delegate
City of Parramatta Council

Req:R773037 /Doc:DP 1238936 B /Rev:08 Oct 2020 /NSW LRS /Pgs:ALL /Prt:09 Oct 2020 09:38 /Seq:5 of 12
DocuSign Envelope ID: F9AC203D-0A14-43E0-9C14-114B072FF585

ePlan

Plan:

DP1238936

Plan of subdivision of Lot 11 in DP128907, Lots 1 & 2 in DP129912, Lots 1 & 2 in DP221045, Lot 2 in DP619396 and Lots 71 & 72 in DP1136966 covered by Subdivision Certificate No. 5/11/de 20

8. Terms of Easement to Drain Water variable width (H) numbered 8 in the Plan

(a) An Easement to Drain Water on the terms set out in Part 3 of Schedule 8 to the Act, as amended by this Instrument.

(b) This Easement will automatically extinguish when the Easement Site is dedicated to the Council as a public road.

9. Terms of Easement for Maintenance and Repair variable width limited in stratum (J) numbered 9 in the Plan

(a) The Grantor grants full, free and unimpeded right to the Grantee and its Authorised Users to access the Easement Site for the purpose of

(i) carrying out the maintenance and repair of any structure, sculpture, garden, landscaping or other item located within the Easement; and

(ii) the replacement or renewal of any such structure, sculpture, garden, landscaping or other item.

(b) The Grantee and its Authorised Users may do anything reasonably necessary for the purpose of exercising the rights under this Easement including:

(i) entering the Lot Burdened, and

(ii) taking anything on to the Lot Burdened.

(c) The benefit of this Easement will automatically extinguish in respect of any part of the Lot Benefited which is:

(i) subdivided by a Strata Plan; or

(ii) dedicated to the Council as a public road.

(d) Nothing in this Easement requires, or can be construed as imposing a positive obligation on, the Grantee to perform the maintenance, repair, replacement and renewal functions authorised by it.

.....
Signature of Authorised Delegate
City of Parramatta Council

Req:R773037 /Doc:DP 1238936 B /Rev:08 Oct 2020 /NSW LRS /Pgs:ALL /Prt:09 Oct 2020 09:38 /Seq:7 of 12
DocuSign Envelope ID: F9AC203D-0A14-43E0-9C14-114B072FF585

ePlan

Plan:

DP1238936

Plan of subdivision of Lot 11 in DP128907, Lots 1 & 2 in DP128912, Lots 1 & 2 in DP221045, Lot 2 in DP619396 and Lots 71 & 72 in DP1136996 covered by Subdivision Certificate No. 5 of 9/10/2020

10. Terms of Easement for Maintenance and Repair variable width (K) numbered 10 in the Plan

(a) The Grantor grants full, free and unimpeded right to the Grantee and its Authorised Users to access the Easement Site for the purpose of:

(i) carrying out the maintenance and repair of any structure, sculpture, garden, landscaping or other item located within the Easement; and

(ii) the replacement or renewal of any such structure, sculpture, garden, landscaping or other item

(b) The Grantee and its Authorised Users may do anything reasonably necessary for the purpose of exercising the rights under this Easement including:

(i) entering the Lot Burdened, and

(ii) taking anything on to the Lot Burdened.

(c) The benefit of this Easement will automatically extinguish in respect of any part of the Lot Benefited which is:

(i) subdivided by a Strata Plan; or

(ii) dedicated to the Council as a public road.

(d) Nothing in this Easement requires, or can be construed as imposing a positive obligation on, the Grantee to perform the maintenance, repair, replacement and renewal functions authorised by it.

.....
Signature of Authorised Delegate
City of Parramatta Council

Req:R773037 /Doc:DP 1238936 B /Rev:08 Oct 2020 /NSW LRS /Pgs:ALL /Prt:09 Oct 2020 09:38 /Seq:8 of 12
DocuSign Envelope ID: F9AC203D-0A14-43E0-9C14-114B072FF585

ePlan

Plan:

DP1238936

Plan of subdivision of Lot 11 in DP128907, Lots 1 & 2 in DP128912, Lots 1 & 2 in DP221045, Lot 2 in DP519396 and Lots 71 & 72 in DP1136996 covered by Subdivision Certificate No. 5 of 96/2020

Part 3 - (General)

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 or a prescribed authority (as the case may be) 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 that lot as authorised by the Owners Corporation, and

(b) where the Grantee is an Authority Benefited, the officers, servants agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

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

Council means City of Parramatta Council (ABN 49 907 174 773).

Development Act means the *Strata Schemes Development Act 2015* (NSW).

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 identified in the Plan and includes all items within the site of that Easement

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.

.....
Signature of Authorised Delegate
City of Parramatta Council

Req:R773037 /Doc:DP 1238936 B /Rev:08 Oct 2020 /NSW LRS /Pgs:ALL /Prt:09 Oct 2020 09:38 /Seq:9 of 12
DocuSign Envelope ID: F9AC203D-0A14-43E0-9C14-114B072FF585

ePlan

Plan:

DP1238936

Plan of subdivision of Lot 11 in DP128907, Lots 1 & 2 in DP128912, Lots 1 & 2 in DP221045, Lot 2 in DP619396 and Lots 71 & 72 in DP1136996 covered by Subdivision Certificate No. SC/96/2020

Instrument means this instrument under section 888 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

Strata Plan means a strata plan registered under the Development Act.

Strata Scheme means a strata scheme created under the Development Act.

2 In exercising its rights under this Instrument, an Authority Benefited must.

(a) obtain the prior approval in writing of the owner of the lot burdened (not to be unreasonably withheld) for any works to be carried out on the lot burdened;

(b) give the owner and the occupier of the lot burdened not less than fourteen (14) days written notice of its intention to do any of the things referred to in clause 2(a) above (being the immediately preceding paragraph).

(c) ensure that all work is done properly;

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

(e) cause as little damage as is practicable to the lot burdened and any improvement on it;

(f) restore the lot burdened to its former condition to the satisfaction of the owner of the lot burdened.

(g) maintain in a proper and workmanlike manner any works carried out by them on the lot burdened. and

(h) make good any collateral damage

3. City of Parramatta Council (ABN 49 907 174 773) is the authority.

(a) having the right to release, vary or modify the Easements numbered 1 - 5 in the Plan, and

(b) whose consent is required for the release, variation or modification of the Easements numbered 1 - 5 in the Plan.

.....
Signature of Authorised Delegate
City of Parramatta Council

Req:R773037 /Doc:DP 1238936 B /Rev:08 Oct 2020 /NSW LRS /Pgs:ALL /Prt:09 Oct 2020 09:38 /Seq:10 of 12
DocuSign Envelope ID: F9AC203D-0A14-43E0-9C14-114B072FF585

Signing Page

Plan of subdivision of Lot 11 in DP128907, Lots 1 & 2 in DP128912, Lots 1 & 2 in DP221045, Lot 2 in DP619396 and Lots 71 & 72 in DP1136996 covered by Subdivision Certificate No SC 46/2020

Registered Proprietor

DP1238936

Signed by **Tyriel Developments Pty Ltd (ACN 610 295 120)** under s 127(1) of the *Corporations Act 2001*

sign | sign

office (director or secretary) | office (director or secretary)

full name | full name

Council

Signed on behalf of **City of Parramatta Council (ABN 49 907 174 773)** by its authorised delegate pursuant to s 377 *Local Government Act 1993*

sign (authorised person) | sign (witness)

I/We witness state that I/we am/are an eligible witness and was present when the authorised person signed

I/We (authorised person) | full name (witness)

full name (authorised person) | address (witness)

Mortgagee

Signed by **PAYCE BS 2 Pty Ltd (ACN 601 437 067)** under s.127(1) of the *Corporations Act 2001*

sign | sign

office (director or secretary) | office (director or secretary)

full name | full name

Signature of Authorised Delegate
City of Parramatta Council

Rec R773037 /Doc DP 1238936 B /Rev:08 Oct 2020 /NSW LRS /Pgs ALL /Prt 09 Oct 2020 09 38 /Seq 11 of 12
DocuSign Envelope ID: F9AC203D-0A14-43E0-9C14-114B072FF585

ePlan

Plan:

DP1238936

Plan of subdivision of Lot 11 in DP126937, Lots 1 & 2 in DP129012, Lots 1 & 2 in DP221045, Lot 2 in DP619396 and Lots 71 & 72 in DP1136996 covered by Subdivision Certificate No. SC /96/2020

Registered proprietor

Signed by **SH MELROSE LAND PTY LTD ACN 639 001 522** under s.127(1) of the *Corporations Act 2001*

Director

Hiroloshi Kalayama

Company Secretary

Takahito Asari

Mortgagee

Signed by **SH MELROSE DEVELOPMENT 2 PTY LTD ACN 601 434 557** under s 127(1) of the *Corporations Act 2001*

Director

Hiroloshi Kalayama

Company Secretary

Takahito Asari

Mortgagee

Signed by **MELROSE PARK DEVELOPMENT 1 PTY LTD ACN 641 797 033** under s.127(1) of the *Corporations Act 2001*

Director

Hiroloshi Kalayama

Company Secretary

Takahito Asari

~~Signature of Authorised Delegate~~
~~City of Parramatta Council~~

Req:R773037 /Doc:DP 1238936 B /Rev:08 Oct 2020 /NSW LRS /Pgs:ALL /Prt:09 Oct 2020 09:38 /Seq:12 of 12
DocuSign Envelope ID: F9AC203D-0A14-43E0-9C14-114B072FF585

Plan:

DP1238936

Plan of subdivision of Lot 11 in DP128907, Lots 1 & 2 in DP128912, Lots 1 & 2 in DP221046, Lot 2 in DP619396 and Lots 71 & 72 in DP1136996 covered by Subdivision Certificate No. SC /96/2020

Mortgagee

Signed by **MELROSE PARK DEVELOPMENT 2 PTY LTD ACN 641 797 480** under s.127(1) of the *Corporations Act 2001*

sign: _____ sign: _____

Director (strike through if inapplicable) Company Secretary (strike through if inapplicable)

Hirotoshi Katayama (full name) Takahito Asari (full name)

Mortgagee

Signed by **MELROSE PARK DEVELOPMENT 3 PTY LTD ACN 641 797 506** under s.127(1) of the *Corporations Act 2001*

sign: _____ sign: _____

Director (strike through if inapplicable) Company Secretary (strike through if inapplicable)

Hirotoshi Katayama (full name) Takahito Asari (full name)

Mortgagee

Signed by **SUMITOMO MITSUI BANKING CORPORATION, SYDNEY BRANCH ARBN 114 053 459** by its attorney under power of attorney book 4775 no 115

sign (attorney): _____ sign (witness): _____

the attorney states that he or she has no notice of revocation or suspension of the power

the witness states that he or she is not a party who was present when the attorney signed

Peter King (full name (attorney)) _____ full name (witness): Lin Cox

address (witness): Level 35, The Chifley Tower
2 Chifley Square
Sydney, NSW, 2000
AUSTRALIA

REGISTERED 8.10.2020

Signature of ~~Authorised Delegate~~
City of ~~Parramatta Council~~

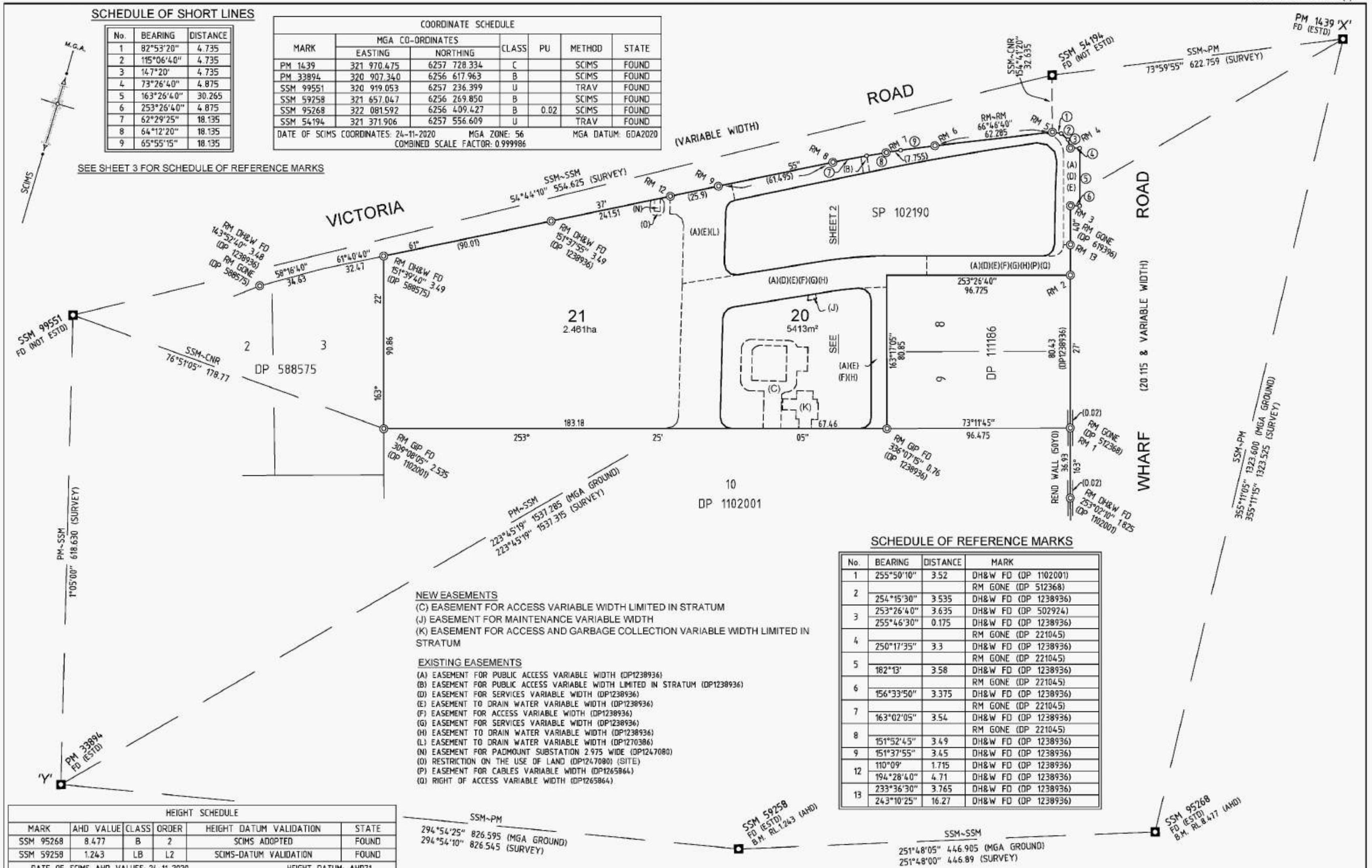
SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
1	82°53'20"	4.735
2	115°06'40"	4.735
3	147°20'	4.735
4	73°26'40"	4.875
5	163°26'40"	30.265
6	253°26'40"	4.875
7	62°29'25"	18.135
8	64°12'20"	18.135
9	65°55'15"	18.135

SEE SHEET 3 FOR SCHEDULE OF REFERENCE MARKS

COORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	CLASS	PU	METHOD	STATE
PM 1439	321 970.475	6257 728.334	C		SCIMS	FOUND
PM 33894	320 907.340	6256 617.963	B		SCIMS	FOUND
SSM 99551	320 919.053	6257 236.399	U		TRAV	FOUND
SSM 59258	321 657.047	6256 269.850	B		SCIMS	FOUND
SSM 95268	322 081.592	6256 409.427	B	0.02	SCIMS	FOUND
SSM 54194	321 371.906	6257 556.609	U		TRAV	FOUND

DATE OF SCIMS COORDINATES: 24-11-2020 MGA ZONE: 56 MGA DATUM: GDA2020
COMBINED SCALE FACTOR: 0.999986



NEW EASEMENTS

(C) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM
(J) EASEMENT FOR MAINTENANCE VARIABLE WIDTH
(K) EASEMENT FOR ACCESS AND GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM

EXISTING EASEMENTS

(A) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (DP1238936)
(B) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP1238936)
(D) EASEMENT FOR SERVICES VARIABLE WIDTH (DP1238936)
(E) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1238936)
(F) EASEMENT FOR ACCESS VARIABLE WIDTH (DP1238936)
(G) EASEMENT FOR SERVICES VARIABLE WIDTH (DP1238936)
(H) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1238936)
(L) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1270386)
(N) EASEMENT FOR PADMOUNT SUBSTATION 2.975 WIDE (DP1247080)
(O) RESTRICTION ON THE USE OF LAND (DP1247080) (SITE)
(P) EASEMENT FOR CABLES VARIABLE WIDTH (DP1265864)
(Q) RIGHT OF ACCESS VARIABLE WIDTH (DP1265864)

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
1	255°50'10"	3.52	DH&W FD (DP 1102001)
2			RM GONE (DP 512368)
	254°15'30"	3.535	DH&W FD (DP 1238936)
3	253°26'40"	3.635	DH&W FD (DP 502924)
	255°46'30"	0.175	DH&W FD (DP 1238936)
4			RM GONE (DP 221045)
	250°17'35"	3.3	DH&W FD (DP 1238936)
5			RM GONE (DP 221045)
	182°13'	3.58	DH&W FD (DP 1238936)
6			RM GONE (DP 221045)
	156°33'50"	3.375	DH&W FD (DP 1238936)
7			RM GONE (DP 221045)
	163°02'05"	3.54	DH&W FD (DP 1238936)
8			RM GONE (DP 221045)
	151°52'45"	3.49	DH&W FD (DP 1238936)
9	151°37'55"	3.45	DH&W FD (DP 1238936)
12	110°09'	1.715	DH&W FD (DP 1238936)
	194°28'40"	4.71	DH&W FD (DP 1238936)
13	233°36'30"	3.765	DH&W FD (DP 1238936)
	243°10'25"	16.27	DH&W FD (DP 1238936)

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 95268	8.477	B	2	SCIMS ADOPTED	FOUND
SSM 59258	1.243	LB	L2	SCIMS-DATUM VALIDATION	FOUND

DATE OF SCIMS AHD VALUES: 24-11-2020 HEIGHT DATUM: AHD71

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 95268	SSM 59258	-7.235	TRIGONOMETRIC HEIGHTING
SSM 59258	SSM 95268	7.235	TRIGONOMETRIC HEIGHTING

HEIGHT DATUM: AHD71

SURVEYOR
Name: JASON RAIC
Date of Survey: 25-11-2020
Surveyor's Reference: 41367 106DP

PLAN OF SUBDIVISION OF LOT 11 IN DP1238936

LGA: CITY OF PARRAMATTA
Locality : MELROSE PARK
Reduction Ratio 1: 1250
Lengths are in metres.

Registered 7/12/2021

DP1248651

Req:R371106 /Doc:DP 1248651 P /Rev:07-Dec-2021 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:1 of 8
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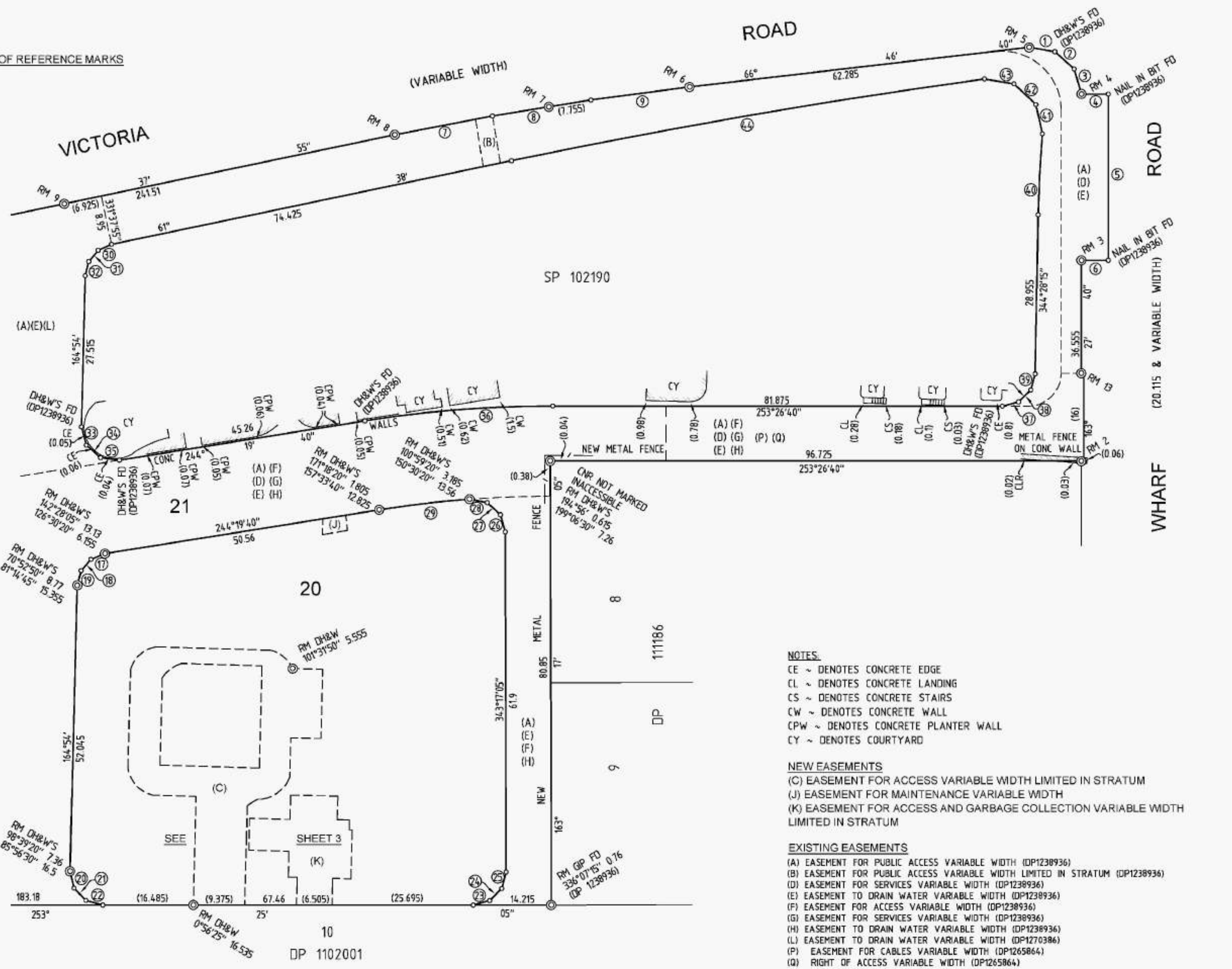
SEE SHEET 3 FOR SCHEDULE OF REFERENCE MARKS

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
2			RM GONE (DP 512368)
	254°15'30"	3.535	DH&W FD (DP 1238936)
3	253°26'40"	3.635	DH&W FD (DP 502924)
	255°46'30"	0.175	DH&W FD (DP 1238936)
4			RM GONE (DP 221045)
	250°17'35"	3.3	DH&W FD (DP 1238936)
5			RM GONE (DP 221045)
	182°13'	3.58	DH&W FD (DP 1238936)
6			RM GONE (DP 221045)
	156°33'50"	3.375	DH&W FD (DP 1238936)
7			RM GONE (DP 221045)
	163°02'05"	3.54	DH&W FD (DP 1238936)
8			RM GONE (DP 221045)
	151°52'45"	3.49	DH&W FD (DP 1238936)
9	151°37'55"	3.45	DH&W FD (DP 1238936)
13	233°36'30"	3.765	DH&W FD (DP 1238936)
	243°10'25"	16.27	DH&W FD (DP 1238936)

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	82°53'20"	4.735		
2	115°06'40"	4.735		
3	147°20'	4.735		
4	73°26'40"	4.875		
5	163°26'40"	30.265		
6	253°26'40"	4.875		
7	62°29'25"	18.135		
8	64°12'20"	18.135		
9	65°55'15"	18.135		
17	231°05'20"	2.75		
18	204°36'50"	2.75		
19	178°08'15"	2.75		
20	149°39'10"	3.155		
21	119°09'35"	3.155		
22	88°39'55"	3.155		
23	58°23'45"	3.11		
24	28°21'05"	3.11		
25	358°18'25"	3.11		
26	327°35'20"	3.245		
27	296°11'50"	3.245		
28	264°48'20"	3.245		
29	66°43'05"	16.655	16.66	199.6
30	228°50'40"	2.655		
31	203°16'	2.655		
32	177°41'20"	2.655		
33	148°08'15"	3.46		
34	114°36'50"	3.46		
35	81°05'20"	3.46		
36	68°53'10"	34.335	34.37	216
37	58°36'55"	3.07		
38	28°57'30"	3.07		
39	359°18'	3.07		
40	346°21'05"	14.765	14.765	226.1
41	330°54'35"	5.47		
42	296°47'05"	5.47		
43	262°39'40"	5.47		
44	243°36'55"	87.405	87.425	1263.22

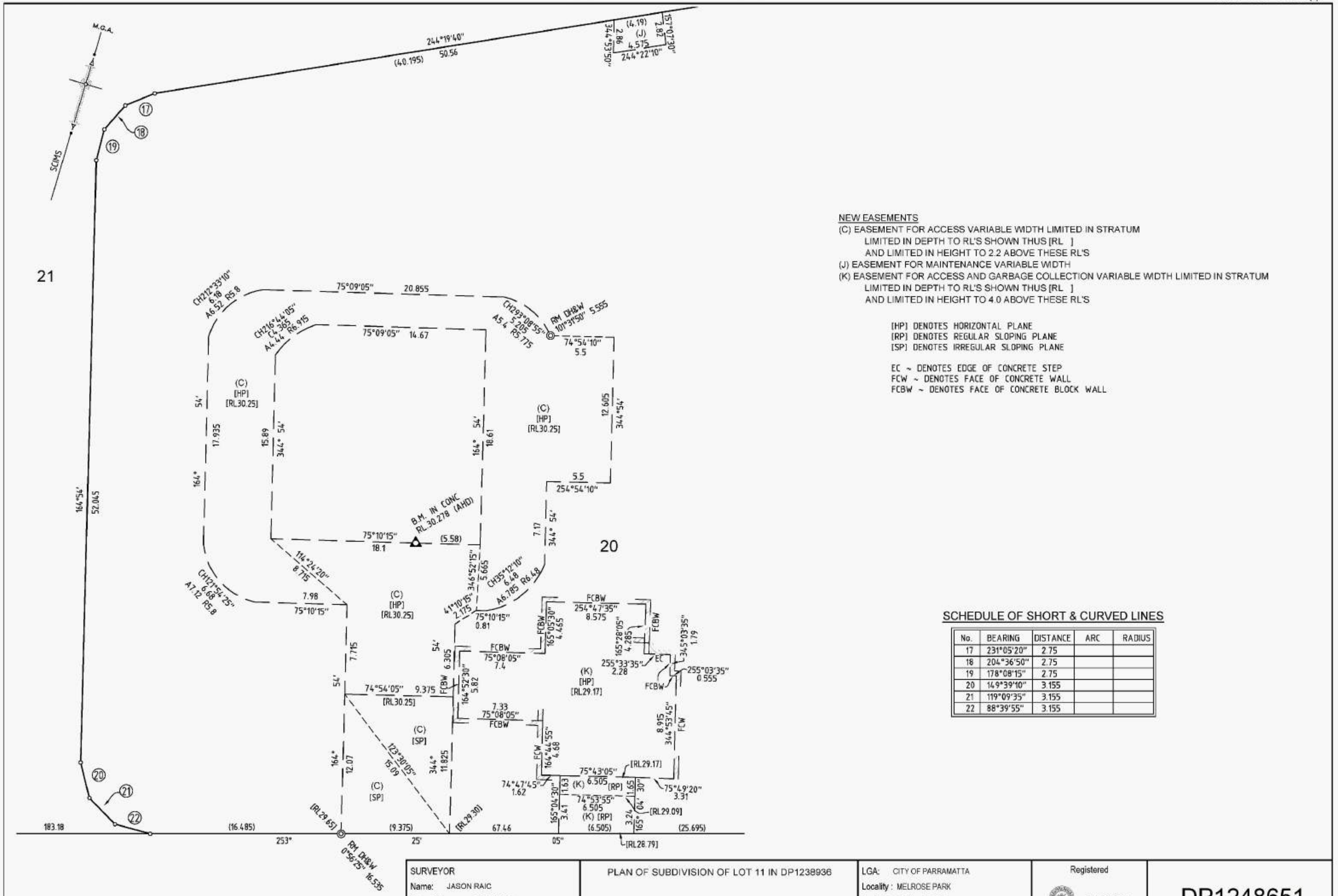


NOTES.
CE ~ DENOTES CONCRETE EDGE
CL ~ DENOTES CONCRETE LANDING
CS ~ DENOTES CONCRETE STAIRS
CW ~ DENOTES CONCRETE WALL
CPW ~ DENOTES CONCRETE PLANTER WALL
CY ~ DENOTES COURTYARD

NEW EASEMENTS
(C) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM
(J) EASEMENT FOR MAINTENANCE VARIABLE WIDTH
(K) EASEMENT FOR ACCESS AND GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM

EXISTING EASEMENTS
(A) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (DP1238936)
(B) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP1238936)
(D) EASEMENT FOR SERVICES VARIABLE WIDTH (DP1238936)
(E) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1238936)
(F) EASEMENT FOR ACCESS VARIABLE WIDTH (DP1238936)
(G) EASEMENT FOR SERVICES VARIABLE WIDTH (DP1238936)
(H) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1238936)
(L) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1270386)
(P) EASEMENT FOR CABLES VARIABLE WIDTH (DP1265864)
(Q) RIGHT OF ACCESS VARIABLE WIDTH (DP1265864)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 11 IN DP1238936	LGA: CITY OF PARRAMATTA	Registered	DP1248651
Name: JASON RAIC		Locality : MELROSE PARK	7/12/2021	
Date of Survey: 25-11-2020		Reduction Ratio 1: 500		
Surveyor's Reference: 41367 108DP		Lengths are in metres.		



NEW EASEMENTS
(C) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM
LIMITED IN DEPTH TO RL'S SHOWN THUS [RL]
AND LIMITED IN HEIGHT TO 2.2 ABOVE THESE RL'S
(J) EASEMENT FOR MAINTENANCE VARIABLE WIDTH
(K) EASEMENT FOR ACCESS AND GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM
LIMITED IN DEPTH TO RL'S SHOWN THUS [RL]
AND LIMITED IN HEIGHT TO 4.0 ABOVE THESE RL'S

[HP] DENOTES HORIZONTAL PLANE
[RP] DENOTES REGULAR SLOPING PLANE
[SP] DENOTES IRREGULAR SLOPING PLANE

EC ~ DENOTES EDGE OF CONCRETE STEP
FCW ~ DENOTES FACE OF CONCRETE WALL
FCBW ~ DENOTES FACE OF CONCRETE BLOCK WALL

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
17	231°05'20"	2.75		
18	204°36'50"	2.75		
19	178°08'15"	2.75		
20	149°39'10"	3.155		
21	119°09'35"	3.155		
22	88°39'55"	3.155		

SURVEYOR Name: JASON RAIC Date of Survey: 25-11-2020 Surveyor's Reference: 41367 106DP	PLAN OF SUBDIVISION OF LOT 11 IN DP1238936	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 200 Lengths are in metres.	Registered 7/12/2021	DP1248651

Req:R371106 /Doc:DP 1248651 P /Rev:07-Dec-2021 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:3 of 8
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Req:R371106 /Doc:DP 1248651 P /Rev:07-Dec-2021 /NSW LRS /Prt:05-Dec-2
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PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Office Use Only

Registered: 7/12/2021

Title System: TORRENS

Office Use Only

DP1248651

PLAN OF SUBDIVISION OF LOT 11 DP1238936

LGA: CITY OF PARRAMATTA

Locality: MELROSE PARK

Parish: FIELD OF MARS

County: CUMBERLAND

Survey Certificate

I, JASON RAIC

of LTS LOCKLEY Locked Bag 5 GORDON NSW 2072

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 25 November 2020

~~*(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: ..... Dated: 2/12/2021

Surveyor Identification No: 8255
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, CLAIRE STEPHENS

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: Claire Stephens

Registration number: .....

Consent Authority: CITY OF PARRAMATTA COUNCIL

Date of endorsement: 5/11/2021

Subdivision Certificate number: SC/79/2021

File number: .....

*Strike through if inapplicable.
Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 5/11/2021

Plans used in the preparation of survey/~~compilation.~~

DP1238936 DP1102001 DP512368 DP588575 DP502924 DP775588

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 41367 106DP

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Req:R371106 /Doc:DP 1248651 P /Rev:07-Dec-2021 /NSW LRS /Prt:05-Dec-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 5 sheet(s)

Office Use Only

Registered: 7/12/2021

PLAN OF SUBDIVISION OF LOT 11 DP1238936

Office Use Only

DP1248651

Subdivision Certificate number: SC/79/2021

Date of Endorsement: 5/11/2021

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 ACCESS VARIABLE WIDTH LIMITED IN STRATUM (C)
2. EASEMENT FOR MAINTENANCE VARIABLE WIDTH (J)
3. EASEMENT FOR ACCESS AND GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM (K)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
20	1	LEMON TREE	AVENUE	MELROSE PARK
21	661	VICTORIA	ROAD	MELROSE PARK

EXECUTED by)
SH MELROSE LAND PTY LTD)
ACN 639 001 522)
in accordance with Section 127)
of the Corporations Act)

Hirotoshi Katayama

Signature of Director

Signature of ~~Director~~/secretary

Hirotoshi Katayama

NAME (please print)

Takahito Asari

NAME (please print)

Claire Stephens

Electronic Signature of me, Hirotoshi Katayama affixed by me, or at my direction on 5/11/2021

Electronic Signature of me, Takahito Asari affixed by me, or at my direction on 5/11/2021

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 5/11/2021

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 106DP

Req:R371106 /Doc:DP 1248651 P /Rev:07-Dec-2021 /NSW LRS /Prt:05-Dec-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 5 sheet(s)

Office Use Only

Registered: 7/12/2021

Office Use Only

DP1248651

PLAN OF SUBDIVISION OF LOT 11 DP1238936

Subdivision Certificate number: SC/79/2021

Date of Endorsement: 5/11/2021

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

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

MORTGAGEE: SUMITOMO MITSUI BANKING CORPORATION

Signed by **Sumitomo Mitsui Banking Corporation, Sydney Branch ARBN 114 053 459** by its attorney under power of attorney

dated 23/6/2021

book 4975

no 349

sign (attorney)

the attorney states that he or she has no notice of termination or suspension of the power

Hiroshi Umeyama

full name (attorney)

sign (witness)

the witness states that he or she is not a party and was present when the attorney signed

Yusuke Tajino

full name (witness)

Level 38, The Chifley Tower, 2 Chifley Square
Sydney 2000 Australia

address (witness)

Claire Stephens

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 5/11/2021

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 106DP

Req:R371106 /Doc:DP 1248651 P /Rev:07-Dec-2021 /NSW LRS /Prt:05-Dec-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 5 sheet(s)

Office Use Only

Registered: 7/12/2021

Office Use Only

DP1248651

PLAN OF SUBDIVISION OF LOT 11 DP1238936

Subdivision Certificate number: SC/79/2021

Date of Endorsement: 5/11/2021

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

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

MORTGAGEE:

EXECUTED by)
SH MELROSE DEVELOPMENT 2 PTY LTD)
ACN 601 434 557)
in accordance with Section 127)
of the Corporations Act)

Hirotoshi Katayama
Hirotoshi Katayama (Nov 5, 2021 13:54 GMT+10)
Signature of Director

Signature of ~~Director~~/secretary

Hirotoshi Katayama
NAME (please print)
Electronic Signature of me, Hirotoshi Katayama affixed by me, or at my direction on 5/11/2021

Takahito Asari
NAME (please print)
Electronic Signature of me, Takahito Asari affixed by me, or at my direction on 5/11/2021

MORTGAGEE:

EXECUTED by)
MELROSE PARK DEVELOPMENT 1 PTY LTD)
ACN 641 797 033)
in accordance with Section 127)
of the Corporations Act)

Hirotoshi Katayama
Hirotoshi Katayama (Nov 5, 2021 13:54 GMT+10)
Signature of Director

Signature of ~~Director~~/secretary

Hirotoshi Katayama
NAME (please print)
Electronic Signature of me, Hirotoshi Katayama affixed by me, or at my direction on 5/11/2021

Takahito Asari
NAME (please print)
Electronic Signature of me, Takahito Asari affixed by me, or at my direction on 5/11/2021

Claire Stephens
Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 5/11/2021

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 106DP

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

Office Use Only

Registered: 7/12/2021

Office Use Only

DP1248651

PLAN OF SUBDIVISION OF LOT 11 DP1236936

Subdivision Certificate number: SC/79/2021

Date of Endorsement: 5/11/2021

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

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

MORTGAGEE:

EXECUTED by)
MELROSE PARK DEVELOPMENT 2 PTY LTD)
ACN 641 797 480)
in accordance with Section 127)
of the Corporations Act)

Hirotoshi Katayama
Hirotoshi Katayama (Nov 5, 2021 13:54 GMT+11)
Signature of Director

Signature of ~~Director~~/secretary

Hirotoshi Katayama
NAME (please print)
Electronic Signature of me, Hirotoshi Katayama affixed by me, or at my direction on 5/11/2021

Takahito Asari
NAME (please print)
Electronic Signature of me, Takahito Asari affixed by me, or at my direction on 5/11/2021

MORTGAGEE:

EXECUTED by)
MELROSE PARK DEVELOPMENT 3 PTY LTD)
ACN 641 797 506)
in accordance with Section 127)
of the Corporations Act)

Hirotoshi Katayama
Hirotoshi Katayama (Nov 5, 2021 13:54 GMT+11)
Signature of Director

Signature of ~~Director~~/secretary

Hirotoshi Katayama
NAME (please print)
Electronic Signature of me, Hirotoshi Katayama affixed by me, or at my direction on 5/11/2021

Takahito Asari
NAME (please print)
Electronic Signature of me, Takahito Asari affixed by me, or at my direction on 5/11/2021

Claire Stephens
Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 5/11/2021

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 106DP

Req:R371107 /Doc:DP 1248651 B /Rev:07-Dec-2021 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:1 of 8
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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 *Conveyancing Act 1919*.

Plan: DP1248651 Plan of subdivision of Lot 11 in DP1238936 covered by Subdivision Certificate No. SC/79/2021

Full name and address of the owner of the land: SH Melrose Land Pty Ltd ACN 639 001 522 of Ground Floor, 68 Waterloo Road Macquarie Park NSW 2113

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Access variable width limited in stratum (C)	20	City of Parramatta Council
2.	Easement for Maintenance variable width (J)	20	21
3.	Easement for access and garbage collection variable width limited in stratum (K)	20	City of Parramatta Council

Claire Stephens

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 5/11/2021

Signature of Authorised Delegate
City of Parramatta Council

Req:R371107 /Doc:DP 1248651 B /Rev:07-Dec-2021 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:2 of 8
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Plan: DP1248651

Plan of subdivision of Lot 11 in DP1238936 covered by Subdivision Certificate No. SC/79/2021

Part 2 (Terms)

1. Terms of Easement for Access variable width Limited in Stratum (C) numbered 1 in the Plan

The Authority Benefited and persons authorised by it:

(a) have the full and free right to go, pass and re-pass over the Lot Burdened, but only within the Easement Site, at all times for the purposes of accessing the car share spaces allocated on the Lot Burdened; and

(b) 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.

2. Terms of Easement for Maintenance variable width (J) numbered 2 in the Plan

(a) The Grantor grants full, free and unimpeded right to the Grantee and its Authorised Users to access the Easement Site for the purpose of:

(i) carrying out the maintenance and repair of any structure, sculpture, garden, landscaping or other item located within the Easement Site: and

(ii) the replacement or renewal of any such structure, sculpture, garden, landscaping or other item.

(b) The Grantee and its Authorised Users may do anything reasonably necessary for the purpose of exercising the rights under this Easement including:

(i) entering the Lot Burdened, and

(ii) taking anything on to the Lot Burdened.

(c) The benefit of this Easement will automatically extinguish in respect of any part of the Lot Benefited which is:

(i) subdivided by a Strata Plan; or

(ii) dedicated to the Council as a public road.

(d) Nothing in this Easement requires, or can be construed as imposing a positive obligation on, the Grantee to perform the maintenance, repair, replacement and renewal functions authorised by it.

Claire Stephens

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 5/11/2021

Signature of Authorised Delegate
City of Parramatta Council

Req:R371107 /Doc:DP 1248651 B /Rev:07-Dec-2021 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:3 of 8
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Plan: DP1248651 Plan of subdivision of Lot 11 in DP1238936 covered by Subdivision Certificate No. SC/79/2021

3. Terms of Easement for Access and Garbage Collection variable width limited in stratum (K) numbered 3 in the Plan

(a) The Grantor shall allow the Council, its servants, agents and persons authorised by it, to enter upon the Lot Burdened and to operate thereon vehicles and other equipment for the purpose of garbage and recycling collection and in relation to such easement as hereinbefore granted to the Council, the Grantor from time to time of the Lot Burdened doth hereby covenant with the Council that in the absence of negligence on the part of the Council, its servants, agents and persons authorised by it to enter the Lot Burdened to collect garbage and recycling, they will not be liable for any damage caused to the Lot Burdened or any part thereof, or to any property located therein or thereon by reason of the operation thereon of any vehicle or other equipment used in the collection of garbage and recycling, and that the Grantor indemnifies the Council, its servants, agents and persons authorised by it to collect garbage and recycling against liability in respect of such Claims made by any person whomsoever.

(b) Name of authority empowered to release, vary or modify the easement numbered 3 in the Plan is City of Parramatta Council.

Part 3 - (General)

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 or a prescribed authority (as the case may be) 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 that lot as authorised by the Owners Corporation, and

(b) where the Grantee is an Authority Benefited, the officers, servants agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

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

Council means City of Parramatta Council (ABN 49 907 174 773).

Development Act means the *Strata Schemes Development Act 2015* (NSW).

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

Claire Stephens

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 5/11/2021

Signature of Authorised Delegate
City of Parramatta Council

Req:R371107 /Doc:DP 1248651 B /Rev:07-Dec-2021 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:4 of 8
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Plan: DP1248651 Plan of subdivision of Lot 11 in DP1238936 covered by Subdivision Certificate No. SC/79/2021

Easement Site in relation to an Easement, means the site of the Easement identified in the Plan and includes all items within the site of that Easement.

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.

Plan means the plan to which this Instrument relates.

Strata Plan means a strata plan registered under the Development Act.

Strata Scheme means a strata scheme created under the Development Act.

2. In exercising its rights under this Instrument, an Authority Benefited must:

(a) ensure that all work is done properly;

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

(c) cause as little damage as is practicable to the lot burdened and any improvement on it;

(d) restore the lot burdened to its former condition to the satisfaction of the owner of the lot burdened;

(e) maintain in a proper and workmanlike manner any works carried out by them on the lot burdened; and

(f) make good any collateral damage.

Claire Stephens

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 5/11/2021

Signature of Authorised Delegate
City of Parramatta Council

Req:R371107 /Doc:DP 1248651 B /Rev:07-Dec-2021 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:5 of 8
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Plan: DP1248651

Plan of subdivision of Lot 11 in DP1238936 covered by Subdivision Certificate No.SC/79/2021

Signing Pages

Signed on behalf of **City of Parramatta Council (ABN 49 907 174 773)** by its authorised delegate pursuant to s.378 *Local Government Act 1993*

Claire Stephens

sign (authorised person)

MANAGER DEVELOPMENT ASSESSMENT

title (authorised person)

CLAIRE STEPHENS

full name (authorised person)

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 5/11/2021

sign (witness)

the witness states that he or she is an eligible witness and was present when the authorised person signed

EVA COSENTINO

full name (witness)

126 CHURCH STREET PARRAMATTA

address (witness)

Electronic Signature of me, Eva Cosentino, affixed by me, or at my direction on 5/11/2021

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 5/11/2021

Claire Stephens

Signature of Authorised Delegate
City of Parramatta Council

Req:R371107 /Doc:DP 1248651 B /Rev:07-Dec-2021 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:6 of 8
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Plan: DP1248651

Plan of subdivision of Lot 11 in DP1238936 covered by Subdivision Certificate No. SC/79/2021

Registered proprietor

Signed by **SH MELROSE LAND PTY LTD ACN 639 001 522** under s.127(1) of the *Corporations Act 2001*

Hirotoshi Katayama
Hirotoshi Katayama (Nov 5, 2021 13:40 GMT+11)
sign

Director
office (director or secretary)

Hirotoshi Katayama
full name

Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 5/11/2021

sign

Company Secretary
office (director or secretary)

Takahito Asari
full name

Electronic Signature of me, Takahito Asari affixed by me, or at my direction on 5/11/2021

Mortgagee

Signed by **SH MELROSE DEVELOPMENT 2 PTY LTD ACN 601 434 557** under s.127(1) of the *Corporations Act 2001*

Hirotoshi Katayama
Hirotoshi Katayama (Nov 5, 2021 13:40 GMT+11)
sign

Director
office (director or secretary)

Hirotoshi Katayama
full name

Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 5/11/2021

sign

Company Secretary
office (director or secretary)

Takahito Asari
full name

Electronic Signature of me, Takahito Asari affixed by me, or at my direction on 5/11/2021

Mortgagee

Signed by **MELROSE PARK DEVELOPMENT 1 PTY LTD ACN 641 797 033** under s.127(1) of the *Corporations Act 2001*

Hirotoshi Katayama
Hirotoshi Katayama (Nov 5, 2021 13:45 GMT+11)
sign

Director
office (director or secretary)

Hirotoshi Katayama
full name

Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 5/11/2021

sign

Company Secretary
office (director or secretary)

Takahito Asari
full name

Electronic Signature of me, Takahito Asari affixed by me, or at my direction on 5/11/2021

Mortgagee

Signed by **MELROSE PARK DEVELOPMENT 2 PTY LTD ACN 641 797 480** under s.127(1) of the *Corporations Act 2001*

Hirotoshi Katayama
Hirotoshi Katayama (Nov 5, 2021 13:45 GMT+11)
sign

Director
office (director or secretary)

Hirotoshi Katayama
full name

Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 5/11/2021

sign

Company Secretary
office (director or secretary)

Takahito Asari
full name

Electronic Signature of me, Takahito Asari affixed by me, or at my direction on 5/11/2021

Claire Stephens

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 5/11/2021

Signature of Authorised Delegate
City of Parramatta Council

Req:R371107 /Doc:DP 1248651 B /Rev:07-Dec-2021 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:7 of 8
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Plan: DP1248651

Plan of subdivision of Lot 11 in DP1238936
covered by Subdivision Certificate No. SC/79/2021

Mortgagee

Signed by **MELROSE PARK DEVELOPMENT 3 PTY LTD ACN 641 797 506** under s.127(1) of the *Corporations Act 2001*

Hirotoshi Katayama
Hirotoshi Katayama (Nov 5, 2021 13:40 GMT+11)
sign

Director
office (director or secretary)

Hirotoshi Katayama
full name

Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 5/11/2021

sign

Company Secretary
office (director or secretary)

Takahito Asari
full name

Electronic Signature of me, Takahito Asari affixed by me, or at my direction on 5/11/2021

Claire Stephens

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 5/11/2021

Signature of Authorised Delegate
City of Parramatta Council

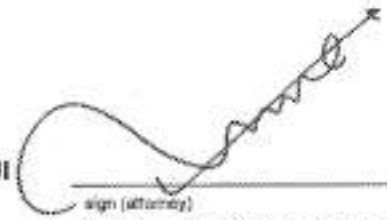
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Plan: DP1248651

Plan of subdivision of Lot 11 in DP1238936
covered by Subdivision Certificate No. SC/79/2021

Mortgagee

Signed by
SUMITOMO MITSUI BANKING CORPORATION, SYDNEY BRANCH
ARBN 114 053 459
by its attorney under
power of attorney
book 4775
no 249



sign (attorney)

the attorney states that he or she has no notice of termination or suspension of the power

sign (witness)

the witness states that he or she is not a party and was present when the attorney signed

Hiroshi Murayama

full name (attorney)

Yusuke Tajima

full name (witness)

Level 35, The Chifley Tower, 2 Chifley Square
Sydney NSW 2000 Australia

address (witness)

REGISTERED: 7/12/2021

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 5/11/2021

Claire Stephens

Signature of Authorised Delegate
City of Parramatta Council

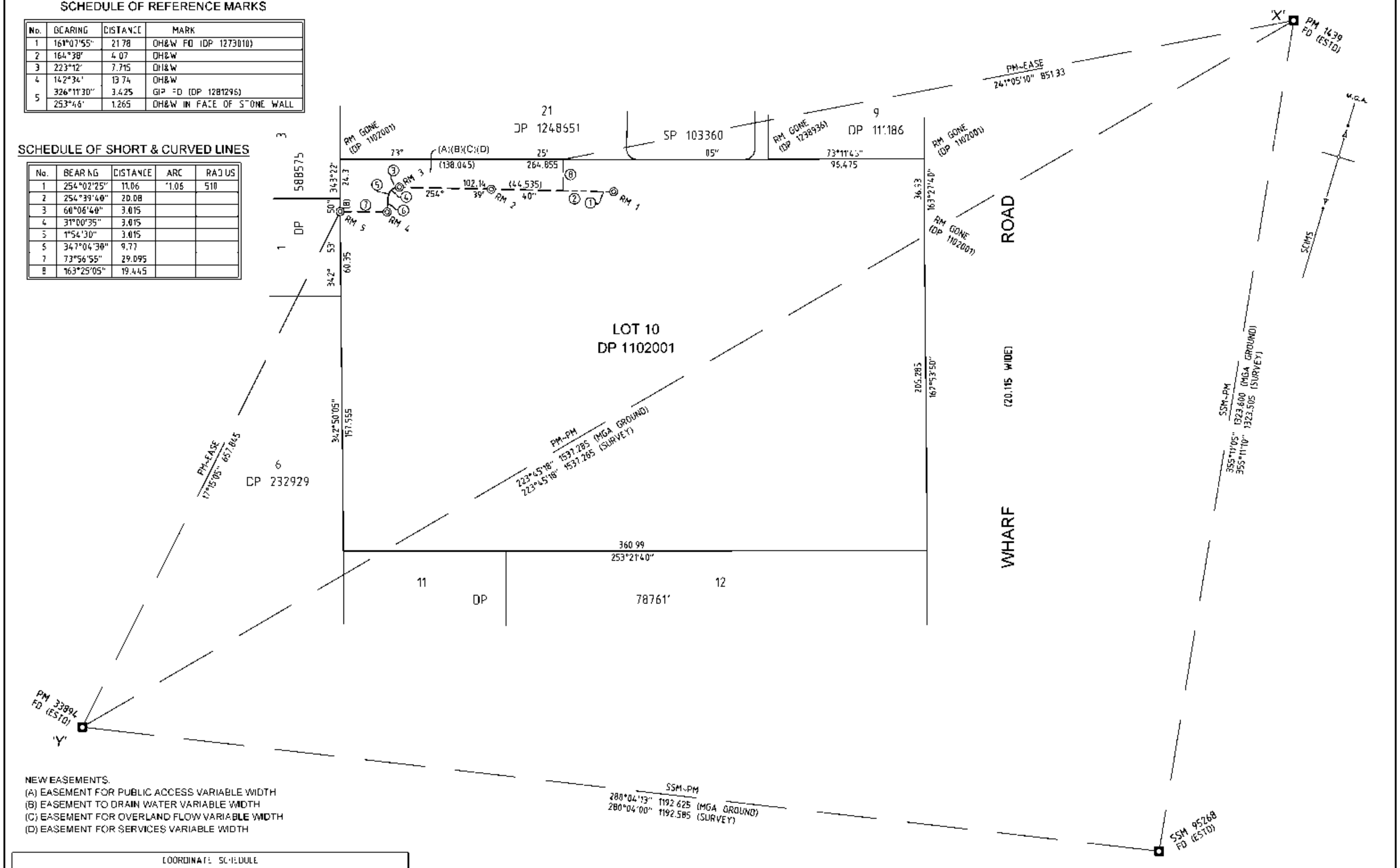
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SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
1	161°07'55"	21.78	OH&W FD IDP 1273010
2	164°38'	4.07	OH&W
3	223°12'	7.715	OH&W
4	142°34'	13.74	OH&W
5	326°11'30"	3.425	GIP FD (DP 1281296)
	253°46'	1.265	OH&W IN FACE OF STONE WALL

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	254°02'25"	11.06	11.06	510
2	254°39'40"	20.08		
3	60°06'40"	3.015		
4	31°00'35"	3.015		
5	1°54'30"	3.015		
6	347°04'30"	9.77		
7	73°56'55"	29.095		
8	163°25'05"	19.445		



NEW EASEMENTS.
(A) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH
(B) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(C) EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH
(D) EASEMENT FOR SERVICES VARIABLE WIDTH

COORDINATE SCHEDULE

MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	CLASS	PU	METHOD	STATE
PM 1439	321 970.475	6257 728.334	C		SCIMS	FOUND
PM 33894	320 907.340	6256 617.963	B		SCIMS	FOUND
SSM 95268	322 081.591	6256 409.427	B	0.02	SCIMS	FOUND

DATE OF SCIMS COORDINATES: 20/04/2022 MGA ZONE: 56 MGA DATUM: GDA2020
COMBINED SCALE FACTOR: 0.999986

SURVEYOR Name: JASON RAIC Date of Survey: 21/04/2022 Surveyor's Reference: 4387 144DP	PLAN OF EASEMENTS OVER LOT 10 IN DP 1102001	LGA: CITY OF PARRAMATTA Locality: MELROSE PARK Reduction Ratio 1: 1500 Lengths are in metres	Registered 9/09/2022	DP1287701

Req:R371108 /Doc:DP 1287701 P /Rev:09-Sep-2022 /NSW LRS /Prt:05-Dec-2
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PLAN FORM 6 (2019) | **DEPOSITED PLAN ADMINISTRATION SHEET** | Sheet 1 of 5 sheet(s)

Office Use Only

Registered: 9/09/2022

Title System: TORRENS

PLAN OF EASEMENTS OVER LOT 10 IN DP1102001

Office Use Only

DP1287701

LGA: CITY OF PARRAMATTA

Locality: MELROSE PARK

Parish: FIELD OF MARS

County: CUMBERLAND

Survey Certificate

I, JASON RAIC

of LTS LOCKLEY, PO Box 384 St Leonards NSW 1590

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 21/04/2022

*(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 the 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: ..... Dated: 2/09/2022

Surveyor Identification No: 8255
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inapplicable words

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

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.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: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable

Plans used in the preparation of survey/compilation.

DP1102001

DP1238936

DP1240651

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 41367 148DP

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Req:R371108 /Doc:DP 1287701 P /Rev:09-Sep-2022 /NSW LRS /Prt:05-Dec-2
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DocuSign Envelope ID: [illegible]

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 5 sheet(s)

Office Use Only

Registered: 9/09/2022

Office Use Only

DP1287701

PLAN OF EASEMENTS OVER LOT 10 IN DP1102001

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 PUBLIC ACCESS VARIABLE WIDTH (A)
2. EASEMENT TO DRAIN WATER VARIABLE WIDTH (B)
3. EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH (C)
4. EASEMENT FOR SERVICES VARIABLE WIDTH (D)

EXECUTED by)
CONSTANT 21 PTY LTD)
ACN 606 545 297)
in accordance with Section 127)
of the Corporations Act)

Stephen Maxwell Wainwright
19 August 2022 | 3:36 PM AEST

Signature of Director

Stephen Maxwell Wainwright

NAME (please print)

ANTHONY WILLIAM WISHART
19 August 2022 | 6:34 AM BST

Signature of ~~Director~~/secretary

ANTHONY WILLIAM WISHART

NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 148DP

Req:R371108 /Doc:DP 1287701 P /Rev:09-Sep-2022 /NSW LRS /Prt:05-Dec-2
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DocuSign Envelope ID: 5E3D8E8F-2D69-4A05-8F81-B12F1C93EN71

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 5 sheet(s)

Office Use Only

Registered: 9/09/2022

Office Use Only

DP1287701

PLAN OF EASEMENTS OVER LOT 10 IN DP1102001

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.

MORTGAGEE:

EXECUTED by)
PAYCE MP2 PTY LTD)
ACN 601 437 076)
in accordance with Section 127)
of the Corporations Act)

DocuSigned by:
Stephen Maxwell Wainwright
19 August 2022 | 3:16 PM AEST

Signature of Director

Stephen Maxwell Wainwright

NAME (please print)

DocuSigned by:
ANTHONY WILLIAM WISHART
19 August 2022 | 6:34 AM BST

Signature of Director/secretary

ANTHONY WILLIAM WISHART

NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference 41367 14BDP

Req:R371108 /Doc:DP 1287701 P /Rev:09-Sep-2022 /NSW LRS /Prt:05-Dec-2
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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 5 sheet(s)

Office Use Only

Registered: 9/09/2022

Office Use Only

DP1287701

PLAN OF EASEMENTS OVER LOT 10 IN DP1102001

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.

MORTGAGEE: SUMITOMO MITSUI BANKING CORPORATION

Signed by Sumitomo Mitsui Banking Corporation, Sydney Branch ARBN 114 053 459 by its attorney under power of attorney dated 22 Jun 2022 book 4850 no 807

(signature)

the attorney states that he or she has received no notice of revocation or suspension of the power

Takeshi Ishii

(full name (block letters))

(signature)

the witness states that he or she is over the age of 18 years and was present when the attorney signed

Kenichiro Hori

(full name (block letters))

2040, The Chifley Tower, 2 Chifley Square Sydney NSW 2000

(address (block letters))

If space is insufficient use additional annexure sheet

Surveyor's Reference 41367 140DP

Req:R371108 /Doc:DP 1287701 P /Rev:09-Sep-2022 /NSW LRS /Prt:05-Dec-2
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Docusign Envelope ID: [illegible]

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

Office Use Only

Registered: 9/09/2022

Office Use Only

DP1287701

PLAN OF EASEMENTS OVER LOT 10 IN DP1102001

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 195(d) *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

MORTGAGEE

EXECUTED by)
SH MFI ROSF DEVELOPMENT 1 PTY LTD)
ACN 601 434 342)
in accordance with Section 127)
of the Corporations Act)

Hiro Katayama
via Katayama Family Trust Agreement

Signature of Director

Hirotoshi Katayama

NAME (please print)

Electronic signature of me Hirotoshi Katayama affixed by me, or at my direction on 23/08/2022

Signature of ~~Director~~/secretary

Takahito Asari

NAME (please print)

Electronic Signature of me, Takahito Asari, affixed by me, or at my direction on 23/08/2022

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 148DP

Req:R371109 /Doc:DP 1287701 B /Rev:09-Sep-2022 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:1 of 9
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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 *Conveyancing Act 1919*.

Plan: DP1287701

Plan of Easement over Lot 10 in DP1102001

Full name and address of the owner of the land:

Corslant 21 Pty Ltd ACN 606 545 297 of Chifley Tower, Level 37, 2 Chifley Square, Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Public Access variable width (A)	10/1102001	City of Parramatta Council
2.	Easement to Drain Water variable width (B)	10/1102001	City of Parramatta Council
3.	Easement for Overland Flow Variable Width (C)	10/1102001	City of Parramatta Council
4.	Easement for Services variable width (D)	10/1102001	21/1248651 and 3/583575

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 14/7/2022

Claire Stephens

Signature of Authorised Delegate
City of Parramatta Council

Req:R371109 /Doc:DP 1287701 B /Rev:09-Sep-2022 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:2 of 9
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Plan: DP1287701 Plan of Easement over Lot 10 in DP1102001

Part 2 (Terms)

1. Terms of Easement for Public Access variable width (A) numbered 1 in the Plan

(a) The Authority Benefited and persons authorised by it:

(i) have the full and free right to go, pass and re-pass over the Lot Burdened, but only within the Easement Site, at all times and for all purposes with or without animals or vehicles or both; and

(ii) may do anything reasonably necessary for that purpose, including without limitation:

(A) entering the Lot Burdened,

(B) taking anything on to the Lot Burdened; and

(C) carrying out work, including without limitation constructing, placing, repairing or maintaining trafficable surfaces.

(b) The Grantor must repair and maintain the Easement Site (along with all retaining walls, earth battlers, embankments and retaining structures to support the road, infrastructure and land within the Easement Site).

(c) This Easement will be automatically extinguished when the Easement Site is dedicated to the Council as a Public Road.

2. Terms of Easement to Drain Water variable width (B) numbered 2 in the Plan

(a) An Easement to Drain Water on the terms set out in Part 3 of Schedule 4A to the Act as amended by this Instrument.

(b) This Easement will be extinguished upon completion of the Wharf Road Drainage Works.

3. Terms of Easement for Overland Flow Variable Width (C) numbered 3 in the Plan

The Grantor grants full, free and unimpeded right to the Grantee to

(a) drain water (whether rain, storm, spring, soakage, or seepage water) over the surface of the Lot Burdened, but only within the Easement Site; and

(b) do anything reasonably necessary for that purpose, including:

(i) entering that part of the Lot Burdened;

(ii) taking anything on the Lot Burdened and

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 14/7/2022

Claire Stephens
.....
Signature of Authorised Delegate
City of Parramatta Council

Req:R371109 /Doc:DP 1287701 B /Rev:09-Sep-2022 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:3 of 9
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Plan: DP1287701 Plan of Easement over Lot 10 in DP1102001

(ii) carry out work, such as constructing, placing, repairing or maintaining pipes, equipment and other structures. If the Grantee carries out any works, it will:

(A) ensure that all work is done properly;

(B) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;

(C) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

(D) make good any damage to the Lot Burdened directly caused by the Grantee

4. **Terms of Easement for Services variable width (D) numbered 4 in the Plan**

(a) An Easement for Services on the terms set out in Part 11 of Schedule 8 to the Act, as amended by this Instrument.

(b) This Easement will automatically extinguish when the Easement Site is dedicated to the Council as a Public Road.

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 14/7/2022

Claire Stephens

Signature of Authorised Delegate
City of Parramatta Council

Req:R371109 /Doc:DP 1287701 B /Rev:09-Sep-2022 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:4 of 9
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Plan: DP1287701 Plan of Easement over Lot 10 in DP1102301

(c) Part 3 - (General)

1. Definitions

In this Instrument, unless the contrary intention appears, the following terms have the following meanings:

Act means the *Conveyancing Act 1919* (NSW).

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

Council means City of Parramatta Council (ABN 49 907 174 773).

Development Act means the *Strata Schemes Development Act 2015* (NSW).

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 identified in the Plan and includes all items within the site of that Easement.

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.

Plan means the plan to which this Instrument relates.

Public Road means a public road within the meaning of the *Roads Act 1993* (NSW).

Strata Scheme means a strata scheme created under the Development Act

Electronic Signature of me, Claire Stephens, affixed by me or at my direction on 14/7/2022

Claire Stephens
.....
Signature of Authorised Delegate
City of Parramatta Council

Req:R371109 /Doc:DP 1287701 B /Rev:09-Sep-2022 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:5 of 9
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Plan: DP1287701 Plan of Easement over Lot 10 in DP1102001

Wharf Road Drainage Works means the stormwater works within the Wharf Road reserve designed to act as a permanent stormwater solution to replace the temporary water management situation referred to in DA/337/2018.

2. In exercising its rights under this Instrument, a Grantee must:

   (a) ensure that all work is done properly;

   (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened

   (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

   (d) restore the Lot Burdened to its former condition to the satisfaction of the owner of the Lot Burdened;

   (e) maintain in a proper and workmanlike manner any works carried out by them on the Lot Burdened; and

   (f) make good any collateral damage.

3. Unless an Easement automatically extinguishes on the terms of this Instrument, City of Parramatta Council (ABN 49 907 174 773) is the authority.

   (a) having the right to release, vary or modify the Easements numbered 1 - 3 and 5 - 6 in this Instrument; and

   (b) whose consent is required for the release, variation or modification of the Easements numbered 1 - 4.

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 14/9/2022

Claire Stephens

Signature of Authorised Delegate
City of Parramatta Council

Req:R371109 /Doc:DP 1287701 B /Rev:09-Sep-2022 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:6 of 9
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Signing Page DP1287701

Plan of Easement over Lot 10 in DP 1102001

Registered Proprietor

Signed by **Constant 21 Pty Ltd (ACN 606 545 297)** under s.127(1) of the *Corporations Act 2001*

DocuSigned by: Stephen Maxwell Wainwright
19 August 2022 | 3:36 PM AEST
sign

DocuSigned by: ANTHONY WILLIAM WISHART
19 August 2022 | 6:34 AM BST
sign

Director (affix director or secretary) ~~Please insert the text~~ "Secretary" (affix director or secretary)

Stephen Maxwell Wainwright (full name)

ANTHONY WILLIAM WISHART (full name)

Mortgagee

Signed by **PAYCE MP 2 Pty Ltd (ACN 601 437 076)** under s.127(1) of the *Corporations Act 2001*

DocuSigned by: Stephen Maxwell Wainwright
19 August 2022 | 3:36 PM AEST
sign

DocuSigned by: ANTHONY WILLIAM WISHART
19 August 2022 | 6:34 AM BST
sign

Director (affix director or secretary)

Secretary (affix director or secretary)

Stephen Maxwell Wainwright (full name)

ANTHONY WILLIAM WISHART (full name)

Electronic Signature of me, Claire Stephens, affixed by me, at my direction on 14/7/2022

Claire Stephens

Signature of Authorised Delegate
City of Parramatta Council

Req:R371109 /Doc:DP 1287701 B /Rev:09-Sep-2022 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:7 of 9
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Plan: DP1287701 Plan of Easement over Lot 10 in DP1102001

Mortgagee

Signed by SH MELROSE DEVELOPMENT 1 PTY LTD ACN 601 434 342 under s.127(1) of the *Corporations Act 2001*

Hiro Katayama (Aug 19, 2022 11:40 GMT+10)

Sign

Director

office (director or secretary)

Hirotoshi Katayama

full name

Sign

Company Secretary

office (director or secretary)

Takahito Asari

full name

Electronic signature of me Hirotoshi Katayama affixed by me, or at my direction on 19/08/2022

Electronic Signature of me, Takahito Asari, affixed by me, or at my direction on 19/08/2022

Electronic Signature of me Claire Stephens, affixed by me, or at my direction on 14/7/2022

Claire Stephens

Signature of Authorised Delegate
City of Parramatta Council

Req:R371109 /Doc:DP 1287701 B /Rev:09-Sep-2022 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:8 of 9
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Plan: DP1287701 Plan of Easement over Lot 10 in DP1102001

Mortgagee

Signed by
SUMITOMO MITSUI BANKING CORPORATION, SYDNEY BRANCH
ARBN 114 053 459
by its attorney under
power of attorney
book 4800
no 807

sign (attorney)

the attorney states that he has not received notice of revocation of the power

Takahisa Ishii

full name (attorney)

sign (witness)

the witness states that he is not a party and was present when the attorney signed

Keiichiro Hori

full name (witness)

Lv40 Darling Tow, 2 Chifley Sq, Sydney NSW 2000

address (witness)

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 14/7/2022

Claire Stephens

Signature of Authorised Delegate
City of Parramatta Council

Req:R371109 /Doc:DP 1287701 B /Rev:09-Sep-2022 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:9 of 9
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Plan: DP1287701 Plan of Easement over Lot 10 in DP1102001

Council

Signed on behalf of **City of Parramatta Council (ABN 49 907 174 773)** by its authorised delegate pursuant to ~~s.377~~ s.378 *Local Government Act 1993*

Claire Stephens
(sign authorised person)

ACTING GROUP MANAGER DEVELOPMENT AND TRAFFIC SERVICES
(title authorised person)

CLAIRE STEPHENS
(full name authorised person)

Electronic Signature of me, Claire Stephens, affixed by me or at my direction on 14/7/2022

E Cosentino
(sign witness)

The witness states that he/she was not the witness and was present when the authorised person signed

EVA COSENTINO
(full name witness)

126 Church Street Parramatta NSW 2150
(address witness)

Electronic Signature of me, Eva Cosentino, affixed by me, or at my direction on 14/7/2022

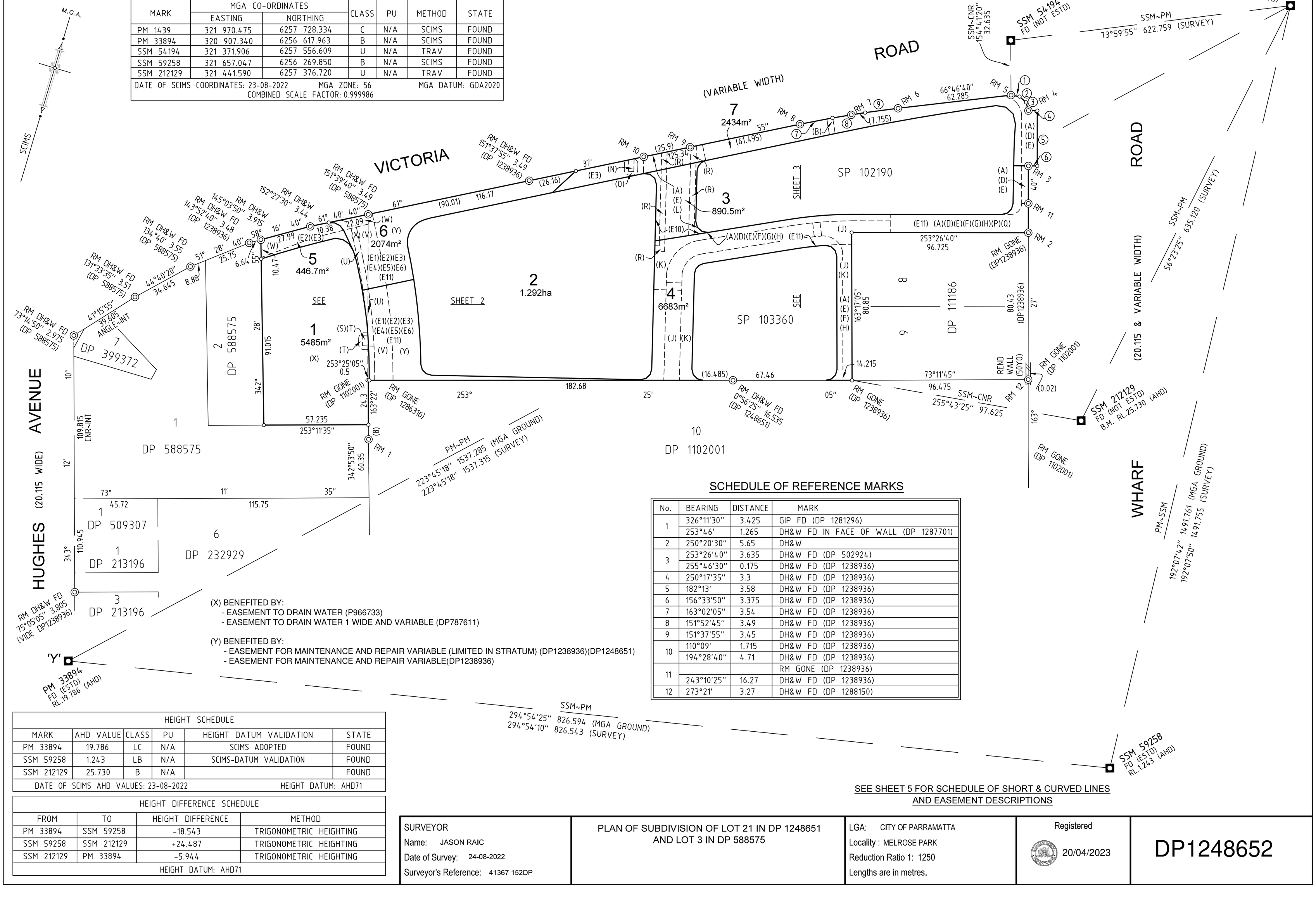
REGISTERED 9/09/2022

Electronic Signature of me, Claire Stephens, affixed by me, or at my direction on 14/7/2022

Claire Stephens
Signature of Authorised Delegate
City of Parramatta Council

Req:R371110 /Doc:DP 1248652 P /Rev:20-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:1 of 11
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COORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 1439	321 970.475	6257 728.334	C	N/A	SCIMS	FOUND
PM 33894	320 907.340	6256 617.963	B	N/A	SCIMS	FOUND
SSM 54194	321 371.906	6257 556.609	U	N/A	TRAV	FOUND
SSM 59258	321 657.047	6256 269.850	B	N/A	SCIMS	FOUND
SSM 212129	321 441.590	6257 376.720	U	N/A	TRAV	FOUND
DATE OF SCIMS COORDINATES: 23-08-2022 MGA ZONE: 56 MGA DATUM: GDA2020 COMBINED SCALE FACTOR: 0.999986						



(X) BENEFITED BY:
- EASEMENT TO DRAIN WATER (P966733)
- EASEMENT TO DRAIN WATER 1 WIDE AND VARIABLE (DP787611)

(Y) BENEFITED BY:
- EASEMENT FOR MAINTENANCE AND REPAIR VARIABLE (LIMITED IN STRATUM) (DP1238936)(DP1248651)
- EASEMENT FOR MAINTENANCE AND REPAIR VARIABLE(DP1238936)

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
1	326°11'30"	3.425	GIP FD (DP 1281296)
	253°46'	1.265	DH&W FD IN FACE OF WALL (DP 1287701)
2	250°20'30"	5.65	DH&W
3	253°26'40"	3.635	DH&W FD (DP 502924)
	255°46'30"	0.175	DH&W FD (DP 1238936)
4	250°17'35"	3.3	DH&W FD (DP 1238936)
5	182°13'	3.58	DH&W FD (DP 1238936)
6	156°33'50"	3.375	DH&W FD (DP 1238936)
7	163°02'05"	3.54	DH&W FD (DP 1238936)
8	151°52'45"	3.49	DH&W FD (DP 1238936)
9	151°37'55"	3.45	DH&W FD (DP 1238936)
10	110°09'	1.715	DH&W FD (DP 1238936)
	194°28'40"	4.71	DH&W FD (DP 1238936)
11			RM GONE (DP 1238936)
	243°10'25"	16.27	DH&W FD (DP 1238936)
12	273°21'	3.27	DH&W FD (DP 1288150)

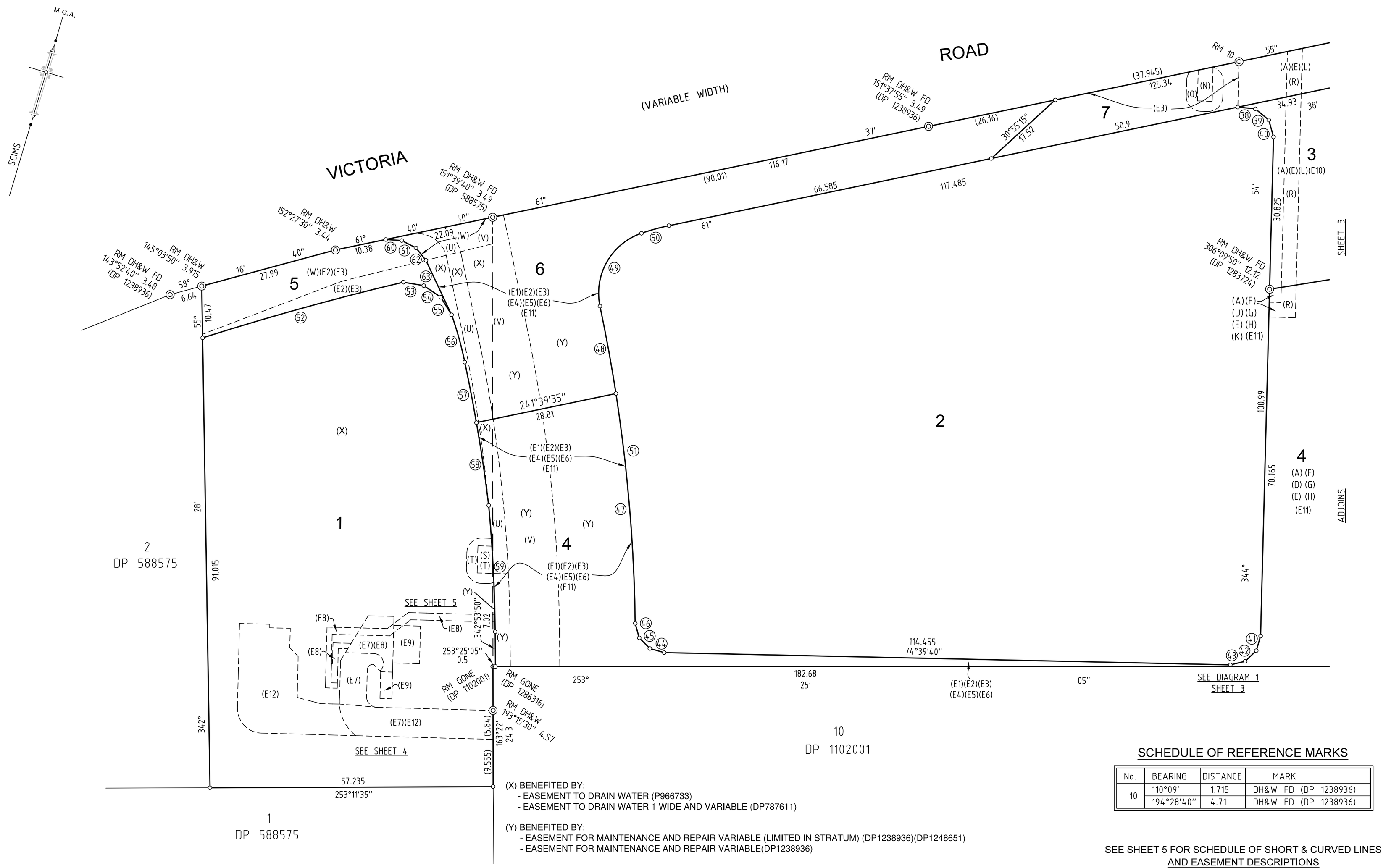
HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
PM 33894	19.786	LC	N/A	SCIMS ADOPTED	FOUND
SSM 59258	1.243	LB	N/A	SCIMS-DATUM VALIDATION	FOUND
SSM 212129	25.730	B	N/A		FOUND
DATE OF SCIMS AHD VALUES: 23-08-2022 HEIGHT DATUM: AHD71					

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 33894	SSM 59258	-18.543	TRIGONOMETRIC HEIGHTING
SSM 59258	SSM 212129	+24.487	TRIGONOMETRIC HEIGHTING
SSM 212129	PM 33894	-5.944	TRIGONOMETRIC HEIGHTING
HEIGHT DATUM: AHD71			

SEE SHEET 5 FOR SCHEDULE OF SHORT & CURVED LINES AND EASEMENT DESCRIPTIONS

SURVEYOR Name: JASON RAIC Date of Survey: 24-08-2022 Surveyor's Reference: 41367 152DP	PLAN OF SUBDIVISION OF LOT 21 IN DP 1248651 AND LOT 3 IN DP 588575	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 1250 Lengths are in metres.	Registered 20/04/2023	DP1248652

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SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
10	110°09'	1.715	DH&W FD (DP 1238936)
	194°28'40"	4.71	DH&W FD (DP 1238936)

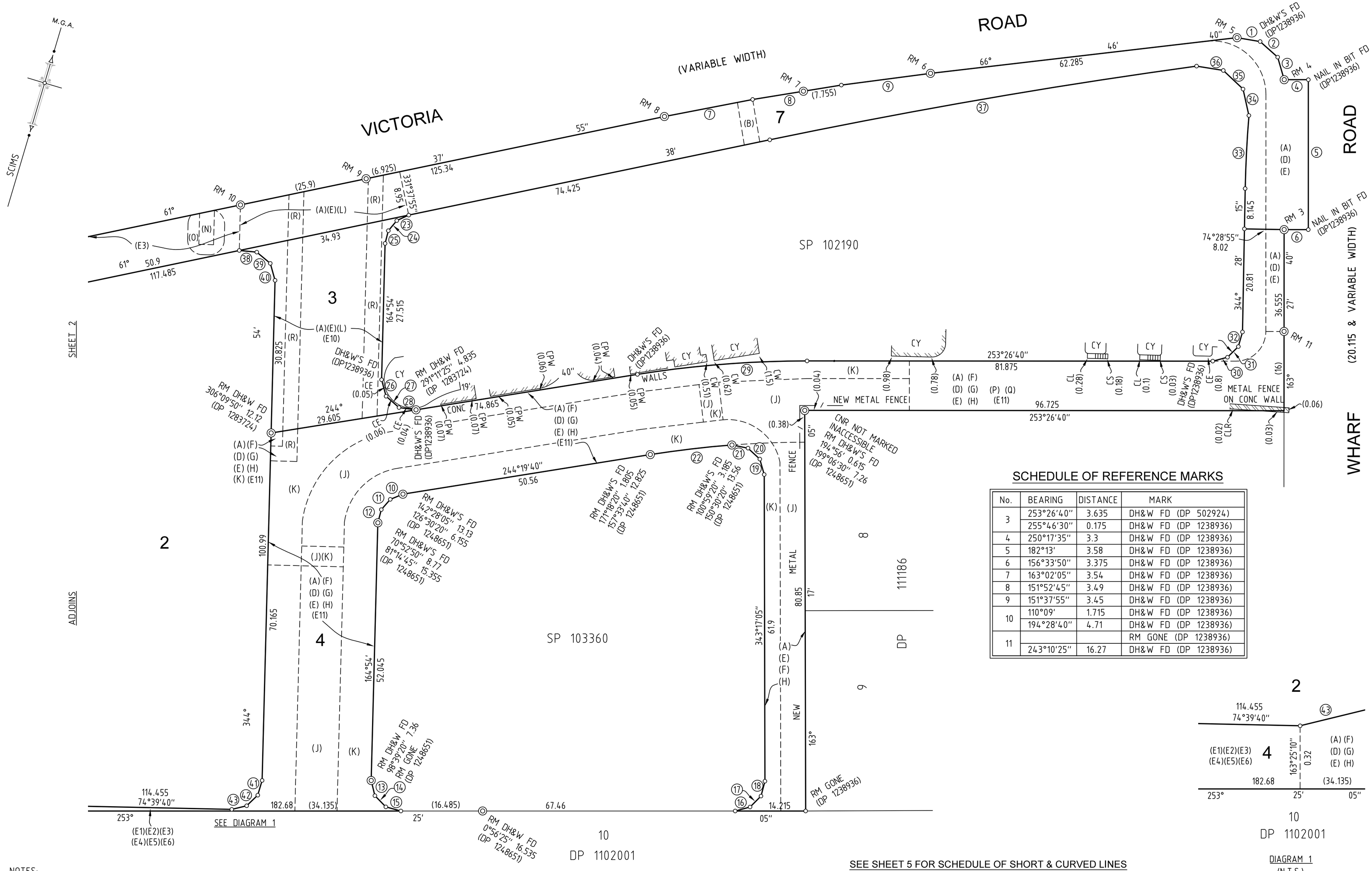
(X) BENEFITED BY:
- EASEMENT TO DRAIN WATER (P966733)
- EASEMENT TO DRAIN WATER 1 WIDE AND VARIABLE (DP787611)

(Y) BENEFITED BY:
- EASEMENT FOR MAINTENANCE AND REPAIR VARIABLE (LIMITED IN STRATUM) (DP1238936)(DP1248651)
- EASEMENT FOR MAINTENANCE AND REPAIR VARIABLE(DP1238936)

SEE SHEET 5 FOR SCHEDULE OF SHORT & CURVED LINES AND EASEMENT DESCRIPTIONS

SURVEYOR Name: JASON RAIC Date of Survey: 24-08-2022 Surveyor's Reference: 41367 152DP	PLAN OF SUBDIVISION OF LOT 21 IN DP 1248651 AND LOT 3 IN DP 588575	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 500 Lengths are in metres.	Registered 20/04/2023	DP1248652

Req:R371110 /Doc:DP 1248652 P /Rev:20-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:3 of 11
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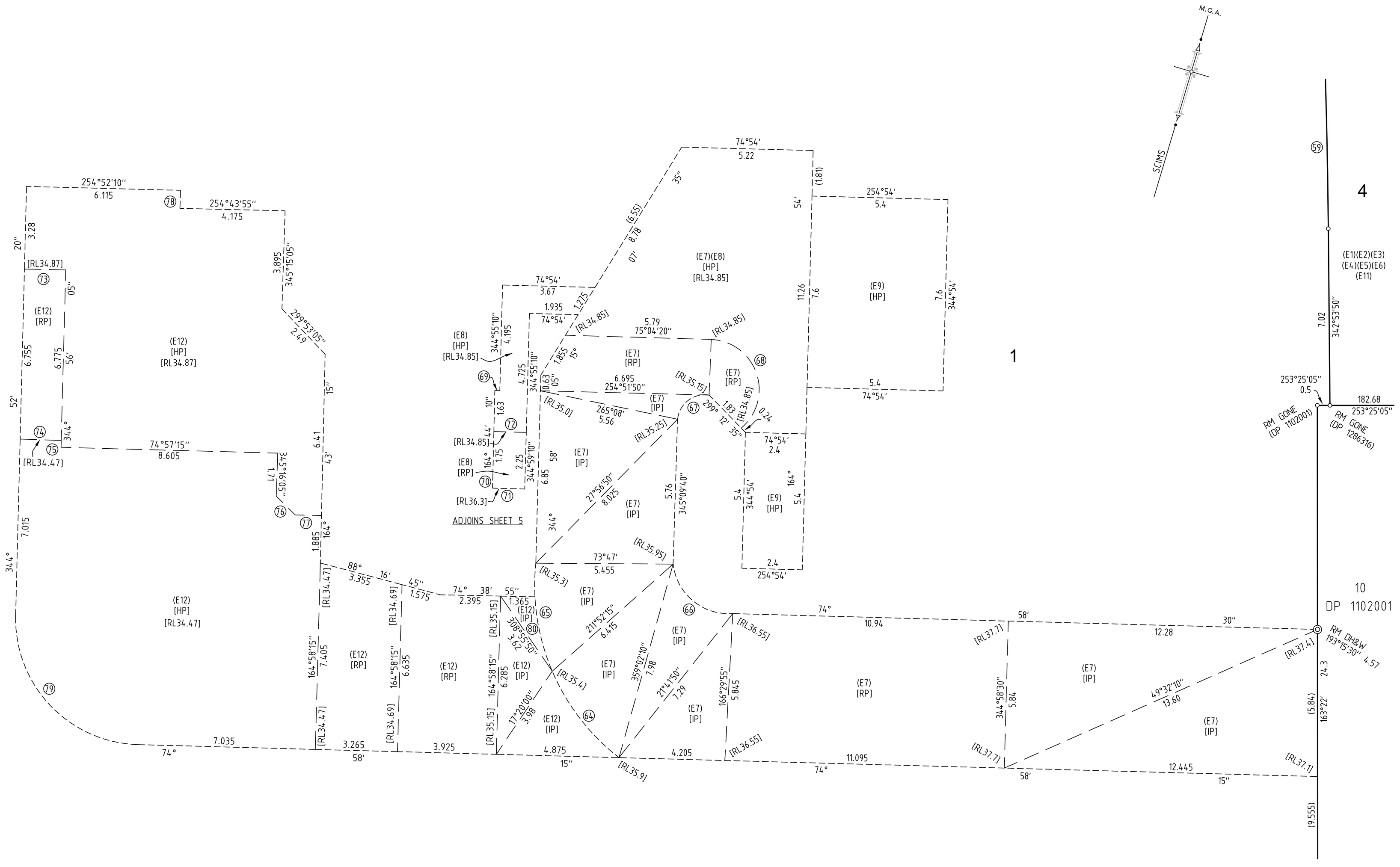
SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
3	253°26'40"	3.635	DH&W FD (DP 502924)
	255°46'30"	0.175	DH&W FD (DP 1238936)
4	250°17'35"	3.3	DH&W FD (DP 1238936)
5	182°13'	3.58	DH&W FD (DP 1238936)
6	156°33'50"	3.375	DH&W FD (DP 1238936)
7	163°02'05"	3.54	DH&W FD (DP 1238936)
8	151°52'45"	3.49	DH&W FD (DP 1238936)
9	151°37'55"	3.45	DH&W FD (DP 1238936)
10	110°09'	1.715	DH&W FD (DP 1238936)
	194°28'40"	4.71	DH&W FD (DP 1238936)
11			RM GONE (DP 1238936)
	243°10'25"	16.27	DH&W FD (DP 1238936)

NOTES:
CE ~ DENOTES CONCRETE EDGE
CL ~ DENOTES CONCRETE LANDING
CS ~ DENOTES CONCRETE STAIRS
CW ~ DENOTES CONCRETE WALL
CPW ~ DENOTES CONCRETE PLANTER WALL
CY ~ DENOTES COURTYARD

SURVEYOR Name: JASON RAIC Date of Survey: 24-08-2022 Surveyor's Reference: 41367 152DP	PLAN OF SUBDIVISION OF LOT 21 IN DP 1248651 AND LOT 3 IN DP 588575	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 500 Lengths are in metres.	Registered 20/04/2023	DP1248652

Req:R371110 /Doc:DP 1248652 P /Rev:20-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:4 of 11
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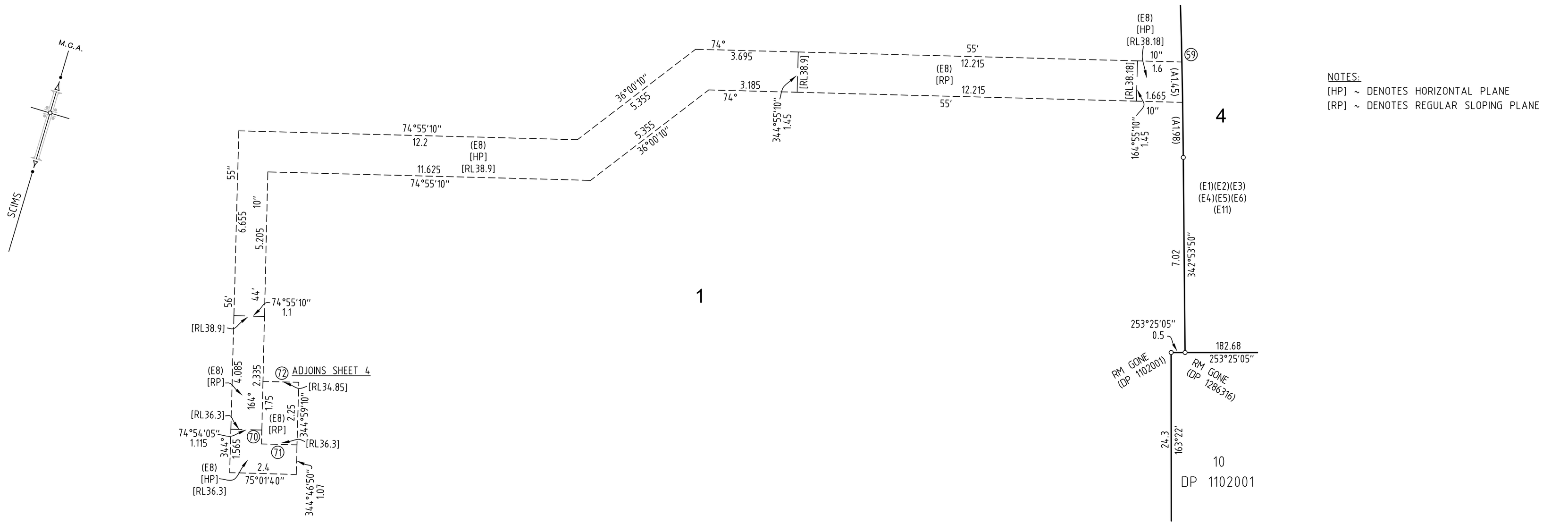


ADJOINS SHEET 5

SEE SHEET 5 FOR SCHEDULE OF SHORT & CURVED LINES AND EASEMENT DESCRIPTIONS

NOTES:
[HP] ~ DENOTES HORIZONTAL PLANE
[RP] ~ DENOTES REGULAR SLOPING PLANE
[IP] ~ DENOTES IRREGULAR SLOPING PLANE

SURVEYOR Name: JASON RAIC Date of Survey: 24-08-2022 Surveyor's Reference: 41367 152DP	PLAN OF SUBDIVISION OF LOT 21 IN DP 1248651 AND LOT 3 IN DP 588575	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 100 Lengths are in metres.	Registered 20/04/2023	DP1248652



NOTES:
[HP] ~ DENOTES HORIZONTAL PLANE
[RP] ~ DENOTES REGULAR SLOPING PLANE

EASEMENT DECRIPTIONS

EXISTING EASEMENTS

(A) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (DP1238936)
(B) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP1238936)
(D) EASEMENT FOR SERVICES VARIABLE WIDTH (DP1238936)
(E) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1238936)
(F) EASEMENT FOR ACCESS VARIABLE WIDTH (DP1238936)
(G) EASEMENT FOR SERVICES VARIABLE WIDTH (DP1238936)
(H) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1238936)
(J) RIGHT OF ACCESS VARIABLE WIDTH (DP 1288150)
(K) EASEMENT FOR CABLES VARIABLE WIDTH (DP1288150)
(L) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1270386)
(N) EASEMENT FOR PADMOUNT SUBSTATION 2.975 WIDE (DP1247080)
(O) RESTRICTION ON THE USE OF LAND (DP1247080)
(P) EASEMENT FOR CABLES VARIABLE WIDTH (DP1265864)
(Q) RIGHT OF ACCESS VARIABLE WIDTH (DP1265864)
(R) EASEMENT FOR CABLES 3 WIDE (DP 1283724)
(S) EASEMENT FOR PADMOUNT SUBSTATION VARIABLE WIDTH (DP1286316)
(T) RESTRICTION ON THE USE OF LAND (DP 1286316)
(U) EASEMENT FOR UNDERGROUND CABLES 3 WIDE (DP 1286316)
(V) RIGHT OF ACCESS 10 WIDE & VARIABLE WIDTH (DP 1286316)
(W) EASEMENT FOR BATTER (G789629)

NEW EASEMENTS

(E1) EASEMENT FOR RIGHT OF ACCESS VARIABLE WIDTH
(E2) EASEMENT FOR SERVICES VARIABLE WIDTH
(E3) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(E4) EASEMENT FOR ACCESS VARIABLE WIDTH
(E5) EASEMENT FOR SERVICES VARIABLE WIDTH
(E6) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(E7) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM
LIMITED IN DEPTH TO RL'S SHOWN THUS [RL]
AND LIMITED IN HEIGHT TO 2.2 ABOVE RL'S SHOWN THUS [RL]
(E8) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM
LIMITED IN DEPTH TO RL'S SHOWN THUS [RL]
AND LIMITED IN HEIGHT TO 2.2 ABOVE RL'S SHOWN THUS [RL]
(E9) EASEMENT FOR CAR SHARE 2.4 AND 5.4 WIDE LIMITED IN STRATUM
LIMITED IN DEPTH TO RL.34.85
AND LIMITED IN HEIGHT TO RL.37.05
(E10) POSITIVE COVENANT
(E11) POSITIVE COVENANT
(E12) EASEMENT FOR ACCESS AND GARBAGE COLLECTION VARIABLE WIDTH
LIMITED IN STRATUM
LIMITED IN DEPTH TO RL'S SHOWN THUS [RL]
AND LIMITED IN HEIGHT TO 4 ABOVE RL'S SHOWN THUS [RL]

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	82°53'20"	4.735		
2	115°06'40"	4.735		
3	147°20'	4.735		
4	73°26'40"	4.875		
5	163°26'40"	30.265		
6	253°26'40"	4.875		
7	62°29'25"	18.135		
8	64°12'20"	18.135		
9	65°55'15"	18.135		
10	231°05'20"	2.75		
11	204°36'50"	2.75		
12	178°08'15"	2.75		
13	149°39'10"	3.155		
14	119°09'35"	3.155		
15	88°39'55"	3.155		
16	58°23'45"	3.11		
17	28°21'05"	3.11		
18	358°18'25"	3.11		
19	327°35'20"	3.245		
20	296°11'50"	3.245		
21	264°48'20"	3.245		
22	66°43'05"	16.655	16.66	199.6
23	228°50'40"	2.655		
24	203°16'	2.655		
25	177°41'20"	2.655		
26	148°08'15"	3.46		
27	114°36'50"	3.46		

No.	BEARING	DISTANCE	ARC	RADIUS
28	81°05'20"	3.46		
29	68°53'10"	34.335	34.37	216
30	58°36'55"	3.07		
31	28°57'30"	3.07		
32	359°18'	3.07		
33	346°21'05"	14.765	14.765	226.1
34	330°54'35"	5.47		
35	296°47'05"	5.47		
36	262°39'40"	5.47		
37	243°36'55"	87.405	87.425	1263.22
38	258°50'40"	3.55		
39	293°16'	3.55		
40	327°41'20"	3.55		
41	359°51'35"	3.1		
42	29°46'50"	3.1		
43	59°42'05"	3.1		
44	89°19'30"	3.04		
45	118°39'15"	3.04		
46	147°59'05"	3.04		
47	338°37'40"	46.645	46.68	332.64
48	333°03'35"	17.98	17.985	332.64
49	193°04'40"	16.96	18.53	12.81
50	237°58'40"	5.75	5.75	46.3
51	337°04'45"	64.565	34.665	332.64
52	237°54'20"	42.105	42.115	561.42
53	263°01'40"	4.175		
54	287°28'45"	4.175		

No.	BEARING	DISTANCE	ARC	RADIUS
55	311°55'45"	4.175		
56	327°51'45"	9.945	9.95	76.31
57	332°29'55"	12.46	12.46	336.63
58	334°59'50"	16.94	16.94	337.15
59	340°29'25"	25.59	25.595	305.815
60	257°00'15"	3.24		
61	280°49'30"	3.24		
62	304°38'45"	3.24		
63	318°14'30"	12.16		
64	305°44'30"	4.34	4.385	8.655
65	334°46'	4.34	4.385	8.655
66	113°07'15"	3.075	3.4	2.22
67	215°56'50"	1.575	1.76	1.095
68	144°42'45"	3.715	4.784	1.995
69	74°55'10"	0.2		
70	344°55'10"	0.5		
71	74°54'05"	1.28		
72	254°54'05"	1.29		
73	74°43'55"	1.64		
74	74°21'20"	1.63		
75	344°56'05"	0.275		
76	298°08'10"	1.06		
77	254°49'10"	1.04		
78	345°14'50"	0.72		
79	119°55'15"	7.065	7.845	5
80	330°20'35"	3.03	3.05	8.655

SURVEYOR Name: JASON RAIC Date of Survey: 24-08-2022 Surveyor's Reference: 41367 152DP	PLAN OF SUBDIVISION OF LOT 21 IN DP 1248651 AND LOT 3 IN DP 588575	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 100 Lengths are in metres.	Registered 20/04/2023	DP1248652

Req:R371110 /Doc:DP 1248652 P /Rev:20-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:5 of 11
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Req:R371110 /Doc:DP 1248652 P /Rev:20-Apr-2023 /NSW LRS /Prt:05-Dec-2
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PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 20/04/2023

Office Use Only

DP1248652

Title System: TORRENS

PLAN OF SUBDIVISION OF LOT 21 DP1248651 AND LOT 3 IN DP 588575

LGA: CITY OF PARRAMATTA

Locality: MELROSE PARK

Parish: FIELD OF MARS

County: CUMBERLAND

Survey Certificate

I, Jason Rae

of LTS LOCKLEY PO Box 564 St Leonards NSW 1590

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 24th August 2022, 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: ..... Dated: 19/04/2023

Surveyor Identification No: SU008255
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 PARRAMARRA COUNCIL**

Date of endorsement: **19/04/2023**

Subdivision Certificate number: **SC/120/2022**

File number: .....

*Strike through if inapplicable.

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 19/04/2023

Plans used in the preparation of survey/compilation.

DP5052924 DP1200936 DP 281296 DP1297701 DP1248651 DP588575 DP1102001

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 41367 152DP

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Req:R371110 /Doc:DP 1248652 P /Rev:20-Apr-2023 /NSW LRS /Prt:05-Dec-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 6 sheet(s)

Office Use Only

Registered: 20/04/2023

Office Use Only

DP1248652

PLAN OF SUBDIVISION OF LOT 21 DP1248651 AND LOT 3 IN DP 588575

Subdivision Certificate number: **SC/120/2022**

Date of Endorsement: **19/04/2023**

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 RIGHT OF ACCESS VARIABLE WIDTH (E1)
2. EASEMENT FOR SERVICES VARIABLE WIDTH (E2)
3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (E3)
4. EASEMENT FOR ACCESS VARIABLE WIDTH (E4)
5. EASEMENT FOR SERVICES VARIABLE WIDTH (E5)
6. EASEMENT TO DRAIN WATER VARIABLE WIDTH (E6)
7. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E7)
8. RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (E8)
9. EASEMENT FOR CAR SHARE 2.4 AND 5.4 WIDE LIMITED IN STRATUM (E9)
10. POSITIVE COVENANT (E10)
11. POSITIVE COVENANT (E11)
12. EASEMENT FOR ACCESS AND GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM (E12)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	1-3	BUNDIL	BOULEVARD	MELROSE PARK
2	2	APPLEROTH	STREET	MELROSE PARK
3	N/A	N/A	N/A	MELROSE PARK
4	N/A	N/A	N/A	MELROSE PARK
5	N/A	N/A	N/A	MELROSE PARK
6	N/A	N/A	N/A	MELROSE PARK
7	N/A	N/A	N/A	MELROSE PARK

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 19/04/2023

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 152DP

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

Office Use Only

Registered: 20/04/2023

Office Use Only

DP1248652

PLAN OF SUBDIVISION OF LOT 21 DP1248851 AND LOT 3 IN DP 588575

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

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

Subdivision Certificate number : SC/120/2022

Date of Endorsement : 19/04/2023

EXECUTED by)
SH MELROSE LAND PTY LTD)
ACN 639 001 522)
in accordance with Section 127)
of the Corporations Act)

Hiro Katayama

Signature of Director

Hirotoshi Katayama

NAME (please print)

Electronic Signature of me, Hirotoshi Katayama affixed by me, or at my direction on 12/4/2023

Kazuya Sakamoto

Signature of Director/secretary

Kazuya Sakamoto

NAME (please print)

Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 12/4/2023

If space is insufficient use additional annexure sheet

Surveyor's Reference 41367 152DP

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

Office Use Only

Registered: 20/04/2023

Office Use Only

DP1248652

PLAN OF SUBDIVISION OF LOT 21 DP1248651 AND LOT 3 IN DP 588575

Subdivision Certificate number: SC/120/2022

Date of Endorsement: 19/04/2023

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

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

MORTGAGEE:

EXECUTED by)
SH MELROSE DEVELOPMENT 2 PTY LTD)
ACN 601 434 557)
in accordance with Section 127)
of the Corporations Act)

Hiro Katayama
Signature of Director

Kaz Sakamoto
Signature of ~~Director~~/secretary

Hiroloshi Katayama
NAME (please print)

Kazuya Sakamoto
NAME (please print)

Electronic Signature of me, Hiroloshi Katayama, affixed by me, or at my direction on 12/4/2023

Electronic Signature of me, Kazuya Sakamoto affixed by me or at my direction on 12/4/2023

MORTGAGEE:

EXECUTED by)
MELROSE PARK DEVELOPMENT 1 PTY LTD)
ACN 641 797 033)
in accordance with Section 127)
of the Corporations Act)

Hiro Katayama
Signature of Director

Kaz Sakamoto
Signature ~~of Director~~/secretary

Hirotoshi Katayama
NAME (please print)

Kazuya Sakamoto
NAME (please print)

Electronic Signature of me, Hirotoshi Katayama affixed by me or at my direction on 12/4/2023

Electronic Signature of me, Kazuya Sakamoto, affixed by me or at my direction on 12/4/2023

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 152DP

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

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Registered: 20/04/2023

Office Use Only

DP1248652

PLAN OF SUBDIVISION OF LOT 21 DP1248651 AND LOT 3 IN DP 588575

Subdivision Certificate number: SC/120/2022

Date of Endorsement: 19/04/2023

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

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

MORTGAGEE

EXECUTED by)
MELROSE PARK DEVELOPMENT 2 PTY LTD)
ACN 641 797 480)
in accordance with Section 127)
of the Corporations Act)

Hiro Katayama
Signature of Director

Kaz Sakamoto
Signature of ~~Director~~/secretary

Hirotoshi Katayama
NAME (please print)

Kazuya Sakamoto
NAME (please print)

Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 12/4/2023

Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 12/4/2023

MORTGAGEE:

EXECUTED by)
MELROSE PARK DEVELOPMENT 3 PTY LTD)
ACN 641 797 506)
in accordance with Section 127)
of the Corporations Act)

Hiro Katayama
Signature of Director

Kaz Sakamoto
Signature of ~~Director~~/secretary

Hirotoshi Katayama
NAME (please print)

Kazuya Sakamoto
NAME (please print)

Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 12/4/2023

Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 12/4/2023

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 152DP

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

Office Use Only

Registered: 20/04/2023

Office Use Only

DP1248652

PLAN OF SUBDIVISION OF LOT 21 DP1248651 AND LOT 3 IN DP 588575

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

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

Subdivision Certificate number: SC/120/2022

Date of Endorsement: 19/04/2023

MORTGAGEE

Signed by **Sumitomo Mitsui Banking Corporation, Sydney Branch ABN 114 053 459** by its attorney under power of attorney

dated 15 Jul 2022

book 4801

no 137

sign (attorney)

the attorney states that he or she has no notice of termination or suspension of the power

Takenori Senoo

full name (attorney)

sign (witness)

the witness states that he or she is not a party and was present when the attorney signed

Jay Kim

full name (witness)

L40, 2 Chifley Sq

address (witness) Sydney NSW 2000

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 152DP

Req:R371111 /Doc:DP 1248652 B /Rev:20-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:1 of 13
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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 *Conveyancing Act 1919*.

Plan: DP1248652

Plan of subdivision of Lot 21 in DP1248651 and Lot 3 in DP588575 covered by Subdivision Certificate No **SC/120/2022**

Full name and address of the owner of the land:

511 Melrose Land Pty Ltd ACN 639 001 522
Ground Floor, 68 Waterloo Road Macquarie Park NSW 2113

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 Right of Access variable width (E1)	4 & 6	City of Parramatta Council
2.	Easement for Services variable width (E2)	4, 5 & 6	City of Parramatta Council
3.	Easement to Drain Water variable width (E3)	4,5,6 & 7	City of Parramatta Council
4.	Easement for Access variable width (E4)	4	1 & 2
		6	1 & 2
5.	Easement for Services variable width (E5)	4	1 & 2
		6	1 & 2
6.	Easement to Drain Water variable width (E6)	4	1 & 2
		6	1 & 2
7.	Easement for Access variable width limited in stratum (E7)	1	City of Parramatta Council
8.	Right of Footway variable width limited in stratum (E8)	1	City of Parramatta Council
9.	Easement for Car Share Vehicles 2.4 and 5.4 Wide Limited in Stratum (E9)	1	City of Parramatta Council

.....
Signature of Authorised Delegate
City of Parramatta Council

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 19/04/2023

Req:R371111 /Doc:DP 1248652 B /Rev:20-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:2 of 13
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Plan: DP1248652

Plan of subdivision of Lot 21 in DP1248651 and Lot 3 in DP588575 covered by Subdivision Certificate No **SC/120/2022**

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
10.	Positive Covenant (E10)	Part 3	City of Parramatta Council
11.	Positive Covenant (E11)	Part 4 & Part 6	City of Parramatta Council
12.	Easement for Access and Garbage Collection Variable Width Limited in Stratum (E12)	1	City of Parramatta Council

.....
Signature of Authorised Delegate
City of Parramatta Council

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 19/04/2023

Req:R371111 /Doc:DP 1248652 B /Rev:20-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:3 of 13
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Plan: DP1248652

Plan of subdivision of Lot 21 in DP1248651 and Lot 3 in DP598575 covered by Subdivision Certificate No. **SC/120/2022**

Part 2 (Terms)

1. Terms of Easement for Right of Access variable width (E1) numbered 1 in the Plan

The Authority Benefited and persons authorised by it:

(a) have the full and free right to go, pass and re-pass over the lot burdened, but only within the Easement Site, at all times and for all purposes with or without animals or vehicles or both; and

(b) may do anything reasonably necessary for that purpose, including without limitation:

(i) entering the lot burdened;

(ii) taking anything on to the lot burdened; and

(iii) carrying out work, including without limitation constructing, placing, repairing or maintaining trafficable surfaces

2. Terms of Easement for Services variable width (E2) numbered 2 in the Plan

An Easement for Services on the terms set out in Part 9 of Schedule 4A to the Act, as amended by this Instrument

3. Terms of Easement to Drain Water variable width (E3) numbered 3 in the Plan

An Easement to Drain Water on the terms set out in Part 3 of Schedule 4A to the Act, as amended by this Instrument

4. Terms of Easement for Access variable width (E4) numbered 4 in the Plan

(a) The Grantor grants full, free and unimpeded right to the Grantee and its Authorised Users to go, pass, and repass over the Easement Site to get to and from the Lot Benefited:

(i) at all times, and

(ii) by all reasonable means

(b) The Grantee and its Authorised Users may do anything reasonably necessary for the purpose of exercising the rights under this Easement including:

(i) entering the Lot Burdened, and

.....
Signature of Authorised Delegate
City of Parramatta Council

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 19/04/2023

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Plan: DP1248652

Plan of subdivision of Lot 21 in DP1248651 and Lot 3 in DP588575 covered by Subdivision Certificate No. **SC/120/2022**

(ii) taking anything on to the Lot Burdened.

(c) This Easement will automatically extinguish when the Easement Site is dedicated to the Council as a public road.

5. Terms of Easement for Services variable width (E5) numbered 5 in the Plan

(a) An Easement for Services on the terms set out in Part 11 of Schedule 8 to the Act, as amended by this Instrument.

(b) This Easement will automatically extinguish when the Easement Site is dedicated to the Council as a public road

6. Terms of Easement to Drain Water variable width (E6) numbered 6 in the Plan

(a) An Easement to Drain Water on the terms set out in Part 3 of Schedule 8 to the Act, as amended by this Instrument.

(b) This Easement will automatically extinguish when the Easement Site is dedicated to the Council as a public road.

7. Terms of Easement for Access variable width Limited in Stratum (E7) numbered 7 in the Plan

The Authority Benefited and persons authorised by it;

(a) have the full and free right to go, pass and re-pass over the lot burdened, but only within the Easement Site and only for the purpose of driving their motor vehicles to and from the Easement Site referred to in item 9 of this Instrument as part of a Car Share Scheme and

(b) 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

8. Terms of Right of Footway Variable Width Limited in Stratum (E8) numbered 8 in the Plan

The Authority Benefited and persons authorised by it:

(a) have the full and free right to go, pass and re-pass over the lot burdened on foot, but only within the Easement Site and only for the purpose of accessing the Easement Site referred to in item 9 of this Instrument as part of a Car Share Scheme; and

.....
Signature of Authorised Delegate
City of Parramatta Council

Electronic signature of me, Marx Leotta affixed by me, or at my direction on 19/04/2023

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Plan: DP1248652

Plan of subdivision of Lot 21 in DP1248651 and Lot 3 in DP588575 covered by Subdivision Certificate No. SC/120/2022

(b) 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.

9. Terms of Easement for Car Share Vehicles 2.4 and 5.4 Wide Limited in Stratum (E9) numbered 9 in the Plan

(a) The Authority Benefited and persons authorised by it have the full and free right to use the Easement Site for the purposes of parking motor vehicles as part of a Car Share Scheme

(b) The Grantor must ensure that the Easement Site is appropriately marked and sign posted as being exclusively available for parking motor vehicles which are part of a Car Share Scheme

10. Terms of Positive Covenant (E10) numbered 10 in the Plan

The Grantor must at its sole expense, repair and maintain the Lot Burdened to ensure its safe and efficient operation as a Park.

11. Terms of Positive Covenant (E11) numbered 11 in the Plan

The Grantor must at its sole expense, repair and maintain the Lot Burdened (along with all retaining walls, earth batters, embankments and retaining structures to support the road, infrastructure and land within the Lot Burdened) to ensure its safe and efficient operation as a road.

12. Terms of Easement for Access and Garbage Collection Variable Width Limited in Stratum (E12) numbered 12 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 Development Act (as amended) the rights hereby granted shall be further restricted to the

.....
Signature of Authorised Delegate
City of Parramatta Council
Electronic signature of me, Mark Leotta affixed by me, or at my direction on 19/04/2023

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Plan: DP1248652

Plan of subdivision of Lot 21 in DP1248651 and Lot 3 in DP588575 covered by Subdivision Certificate No. **SC/120/2022**

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 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

.....
Signature of Authorised Delegate
City of Parramatta Council

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 19/04/2023

Req:R371111 /Doc:DP 1248652 B /Rev:20-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:7 of 13
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Plan: DP1248652

Plan of subdivision of Lot 21 in DP1248651 and Lot 3 in DP588575 covered by Subdivision Certificate No. SC/120/2022

Part 3 - (General)

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 or a prescribed authority (as the case may be) 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 that lot as authorised by the Owners Corporation, and

(b) where the Grantee is an Authority Benefited, the officers, servants agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

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

Car Share Scheme means a car share scheme approved from time to time by the Council.

Council means City of Parramatta Council (ABN 49 907 174 773).

Development Act means the *Strata Schemes Development Act 2015* (NSW).

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 identified in the Plan and includes all items within the site of that Easement.

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

.....
Signature of Authorised Delegate
City of Parramatta Council
Electronic signature of me, Mark Leotta affixed by me, or at my direction on 19/04/2023

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Plan: DP1248652

Plan of subdivision of Lot 21 in DP1248651 and Lot 3 in DP588575 covered by Subdivision Certificate No. SC/120/2022

(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.

Park means the park referred to in development consent DA/100/2022 issued by the Council.

Plan means the plan to which this Instrument relates

Strata Plan means a strata plan registered under the Development Act.

Strata Scheme means a strata scheme created under the Development Act.

2. In exercising its rights under this Instrument, an Authority Benefited must:

(a) obtain the prior approval in writing of the owner of the lot burdened (not to be unreasonably withheld) for any works to be carried out on the lot burdened except in the case of an emergency;

(b) give the owner and the occupier of the lot burdened not less than fourteen (14) days written notice of its intention to do any of the things referred to in clause 2(a) above (being the immediately preceding paragraph) except in the case of an emergency.

(c) ensure that all work is done properly;

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

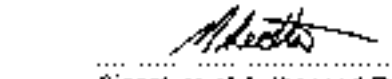
(e) cause as little damage as is practicable to the lot burdened and any improvement on it;

(f) restore the lot burdened to its former condition to the satisfaction of the owner of the lot burdened, but only to the extent that the Authority Benefited has altered the condition of the lot burdened, in carrying out works on the lot burdened;

(g) maintain in a proper and workmanlike manner any works carried out by them on the lot burdened; and

(h) make good any collateral damage caused by the Authority Benefited in carrying out works on the lot burdened

3. City of Parramatta Council (ABN 49 907 174 773) is the authority:



Signature of Authorised Delegate
City of Parramatta Council
Electronic signature of me, Mark Leotta affixed by me, or at my direction on 19/04/2023

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Plan: DP1248652

Plan of subdivision of Lot 21 in DP1248651 and Lot 3 in DP588575 covered by Subdivision Certificate No. **SC/120/2022**

(a) having the right to release, vary or modify the Easements numbered 1, 2, 3, 7, 8, 9, 10 and 11 in the Plan; and

(b) whose consent is required for the release, variation or modification of the Easements numbered 1, 2, 3, 7, 8, 9, 10 and 11 in the Plan.

.....
Signature of Authorised Delegate
City of Parramatta Council
Electronic signature of me, Mark Leotta affixed by me, or at my direction on 19/04/2023

Req:R371111 /Doc:DP 1248652 B /Rev:20-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:10 of 13
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Plan: DP1248652

Plan of subdivision of Lot 21 in DP1248651 and Lot 3 in DP588575 covered by Subdivision Certificate No. SC/120/2022

Signing Page

Council

Signed on behalf of **City of Parramatta Council (ABN 49 907 174 773)** by its authorised delegate pursuant to s.~~377~~ 378 *Local Government Act 1993*

sign (authorised delegate)

GROUP MANAGER DEVELOPMENT AND TRAFFIC SERVICES

title (authorised delegate)

MARK LEOTTA

full name (authorised person)

Electronic signature of me, Mark Leotta affixed by me, or at my direction on 19/04/2023

sign (witness)

the witness states that he or she is acting in witness and was present when the authorised delegate signed

SHAUN HEHIR

full name (witness)

126 CHURCH STREET PARRAMATTA

address (witness)

Electronic signature of me, Shaun Hehir affixed by me, or at my direction on 19/04/2023

Signature of Authorised Delegate
City of Parramatta Council
Electronic signature of me, Mark Leotta affixed by me, or at my direction on 19/04/2023

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Plan: DP1248652

Plan of subdivision of Lot 21 in DP1248651 and Lot 3 in DP588575 covered by Subdivision Certificate No SC/120/2022

Registered proprietor

Signed by SH MELROSE LAND PTY LTD ACN 639 001 522 under s.127(1) of the *Corporations Act 2001*

Director

Hirotoshi Katayama

Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 12/4/2023

Company Secretary

Kazuya Sakamoto

Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 12/4/2023

Mortgagee

Signed by SH MELROSE DEVELOPMENT 2 PTY LTD ACN 601 434 557 under s.127(1) of the *Corporations Act 2001*

Director

Hirotoshi Katayama

Electronic Signature of me, Hirotoshi Katayama affixed by me, or at my direction on 12/4/2023

Company Secretary

Kazuya Sakamoto

Electronic Signature of me, Kazuya Sakamoto affixed by me, or at my direction on 12/4/2023

Mortgagee

Signed by MELROSE PARK DEVELOPMENT 1 PTY LTD ACN 641 797 033 under s.127(1) of the *Corporations Act 2001*

Director

Hirotoshi Katayama

Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 12/4/2023

Company Secretary

Kazuya Sakamoto

Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 12/4/2023

~~Signature of Authorised Delegate~~
~~City of Parramatta Council~~

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Plan: DP1248652

Plan of subdivision of Lot 21 in DP1248651 and Lot 3 in DP588575 covered by Subdivision Certificate No. SC /120/2022

Mortgagee

Signed by **MELROSE PARK DEVELOPMENT 2 PTY LTD ACN 641 797 460** under s.127(1) of the *Corporations Act 2001*

Hiro Katayama
sign

Director
office (if any)

Hirotoshi Katayama
full name

Electronic Signature of me, Hirotoshi Katayama affixed by me, or at my direction on 12/4/2023

Kaz Sakamoto
sign

Company Secretary
office (if any)

Kazuya Sakamoto
full name

Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 12/4/2023

Mortgagee

Signed by **MELROSE PARK DEVELOPMENT 3 PTY LTD ACN 641 797 506** under s 127(1) of the *Corporations Act 2001*

Hiro Katayama
sign

Director
office (if any)

Hirotoshi Katayama
full name

Electronic Signature of me, Hirotoshi Katayama affixed by me, or at my direction on 12/4/2023

Kaz Sakamoto
sign

Company Secretary
office (if any)

Kazuya Sakamoto
full name

Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 12/4/2023

.....
~~Signature of Authorised Delegate~~
~~City of Parramatta Council~~

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Plan: DP1248652

Plan of subdivision of Lot 21 in DP1248651 and Lot 3 in DP588575 covered by Subdivision Certificate No. SC /120/2022

Mortgagee

Signed by
SUMITOMO MITSUI BANKING CORPORATION, SYDNEY BRANCH
ARBN 114 053 469
by its attorney under power of attorney
book 4801
no 137

sign (attorney)
the attorney states that he or she has no notice of termination or suspension of the power

sign (witness)
the witness states that he or she is not a party and was present when the attorney signed

Takenori Sanoo
full name (attorney)

Jay Kim
full name (witness)

L40, 2 Chifley Sq.
address (witness) Sydney NSW 2000

REGISTERED: 20/04/2023

~~Signature of Authorised Delegate~~
~~City of Parramatta Council~~

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COORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 1439	321 970.475	6257 728.334	C	N/A	SCIMS	FOUND
PM 33894	320 907.340	6256 617.963	B	N/A	SCIMS	FOUND
SSM 59258	321 657.047	6256 269.850	B	N/A	SCIMS	FOUND
SSM 212129	321 442	6257 377	U	N/A	SCIMS	FOUND
DATE OF SCIMS COORDINATES: 18-11-2022 MGA ZONE: 56 MGA DATUM: GDA2020 COMBINED SCALE FACTOR: 0.999986						

M.G.A.

SCIMS

ROAD (VARIABLE WIDTH)

VICTORIA

PM 1439 'X'
FD (ESTD)

PM~PM
223°45'18" 1537.285 (MGA GROUND)
223°45'18" 1537.315 (SURVEY)

RM DH&WS FD 110°09' 1.715 194°28'40" 4.71 (DP 1238936)

RM DH&W FD 151°37'55" 3.45 (DP 1238936)

RM DH&W FD 151°37'55" 3.49 (DP 1238936)

RM DH&W FD 151°39'40" 3.49 (DP 588575)

RM DH&W FD 152°27'30" 3.44 (DP 1248652)

RM DH&W FD 145°03'50" 3.915 (DP 1248652)

RM DH&W FD 143°52'40" 3.48 (DP 1238936)

RM DH&W FD 134°40' 3.55 (DP 588575)

5 DP 1248652

7 DP 1248652

6 DP 1248652

SP 102190

SP 103360

4 DP 1248652

2 DP 1248652

1 DP 1248652

4 DP 1248652

2 DP 588575

1 DP 588575

1 DP 1290002

SHEET 2

SEE

(A)(B)

SSM-EASE 275°19'05" 279.500

PM-EASE 9°00'00" 712.16

SSM-PM 56°23'25" 635.12

PM-SSM 192°07'42" 1491.761 (MGA GROUND) 192°07'50" 1491.755 (SURVEY)

SSM~SSM 348°59'05" 1127.66

SSM 212129
FD (NOT ESTD)

SSM 59258
FD (ESTD)

'Y'
PM 33894
FD (ESTD)

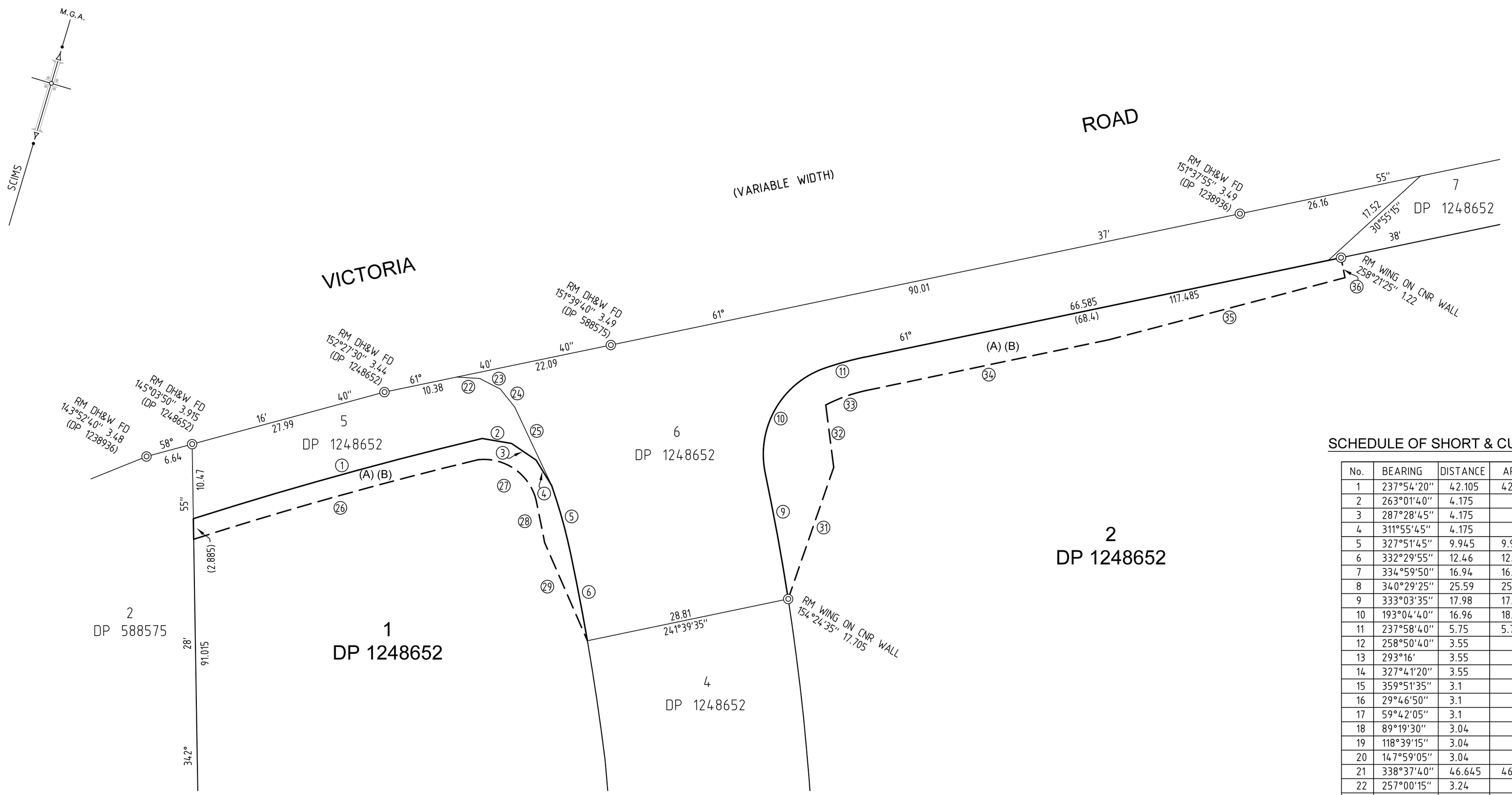
SSM~PM
294°54'25" 826.594 (MGA GROUND)
294°54'10" 826.543 (SURVEY)

SEE SHEET 2 FOR SCHEDULE OF SHORT & CURVED LINES

(A) EASEMENT FOR SUPPORT VARIABLE WIDTH
(B) EASEMENT FOR SUPPORT VARIABLE WIDTH

SURVEYOR Name: JASON RAIC Date of Survey: 05-12-2022 Surveyor's Reference: 41367 170DP	PLAN OF EASEMENTS OVER LOTS 1 AND 2 IN DP1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 750 Lengths are in metres.	Registered 21/04/2023

DP1292650



SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	237°54'20"	42.105	42.115	561.42
2	263°01'40"	4.175		
3	287°28'45"	4.175		
4	311°55'45"	4.175		
5	327°51'45"	9.945	9.95	76.31
6	332°29'55"	12.46	12.46	336.63
7	334°59'50"	16.94	16.94	337.15
8	340°29'25"	25.59	25.595	305.815
9	333°03'35"	17.98	17.985	332.64
10	193°04'40"	16.96	18.53	12.81
11	237°58'40"	5.75	5.75	46.3
12	258°50'40"	3.55		
13	293°16'	3.55		
14	327°41'20"	3.55		
15	359°51'35"	3.1		
16	29°46'50"	3.1		
17	59°42'05"	3.1		
18	89°19'30"	3.04		
19	118°39'15"	3.04		
20	147°59'05"	3.04		
21	338°37'40"	46.645	46.68	332.64
22	257°00'15"	3.24		
23	280°49'30"	3.24		
24	304°38'45"	3.24		
25	318°14'30"	12.16		
26	237°48'	41.485	41.495	558.66
27	288°17'05"	9.93	10.835	7.56
28	152°02'30"	6.075		
29	139°54'	15.045		
31	182°29'50"	19.55		
32	156°12'45"	8.845		
33	233°44'05"	5.96	5.98	22.51
34	241°35'45"	34.96		
35	238°41'50"	34.225		
36	332°07'55"	2.86		

(A) EASEMENT FOR SUPPORT VARIABLE WIDTH
(B) EASEMENT FOR SUPPORT VARIABLE WIDTH

SURVEYOR Name: JASON RAIC Date of Survey: 05-12-2022 Surveyor's Reference: 41367 170DP	PLAN OF EASEMENTS OVER LOTS 1 AND 2 IN DP1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 400 Lengths are in metres.	Registered 21/04/2023	DP1292650

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PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 6 sheet(s)

Office Use Only

Registered: 21/04/2023

Title System: TORRENS

Office Use Only

DP1292650

PLAN OF EASEMENTS OVER LOTS 1 AND 2 IN DP1248652

LGA: CITY OF PARRAMATTA

Locality: MELROSE PARK

Parish: FIELD OF MARS

County: CUMBERLAND

Survey Certificate

I, Jason Raic

of LTS LOCKLEY PO Box 564 St Leonards NSW 1590

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 5th December 2022.

~~*(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: ..... Dated: 7/03/2023

Surveyor Identification No: SU008255
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~~.

DP1238936 DP588575 DP1248652

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 41367 170DP

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Req:R371112 /Doc:DP 1292650 P /Rev:21-Apr-2023 /NSW LRS /Prt:05-Dec-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 6 sheet(s)

Office Use Only

Registered: 21/04/2023

Office Use Only

DP1292650

PLAN OF EASEMENTS OVER LOTS 1 AND 2 IN DP1248652

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 SUPPORT VARIABLE WIDTH (A)
2. EASEMENT FOR SUPPORT VARIABLE WIDTH (B)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 170DP

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

Office Use Only

Registered: 21/04/2023

Office Use Only

DP1292650

PLAN OF EASEMENTS OVER LOTS 1 AND 2 IN DP1248652

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)
SH MELROSE LAND PTY LTD)
ACN 639 001 522)
in accordance with Section 127)
of the Corporations Act)

Hiro Katayama
Hiro Katayama (Feb 21, 2023 16:08 GMT+11)

Signature of Director

Kaz Sakamoto

Signature of ~~Director~~/secretary

Hirotoshi Katayama
NAME (please print)

Kazuya Sakamoto
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 170DP

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

Registered: 21/04/2023 Office Use Only

Office Use Only

DP1292650

PLAN OF EASEMENTS OVER LOTS 1 AND 2 IN DP1248652

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.

MORTGAGEE:

EXECUTED by)
SH MELROSE DEVELOPMENT 2 PTY LTD)
ACN 601 434 557)
in accordance with Section 127)
of the Corporations Act)

Hiro Katayama
Hiro Katayama (Feb 21, 2023 16:08 GMT+11)

Signature of Director Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 21/2/2023

Hirotoshi Katayama
NAME (please print)

Kaz Sakamoto

Signature of ~~Director~~/secretary Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 21/2/2023

Kazuya Sakamoto
NAME (please print)

MORTGAGEE:

EXECUTED by)
MELROSE PARK DEVELOPMENT 1 PTY LTD)
ACN 641 797 033)
in accordance with Section 127)
of the Corporations Act)

Hiro Katayama
Hiro Katayama (Feb 21, 2023 16:08 GMT+11)

Signature of Director Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 21/2/2023

Hirotoshi Katayama
NAME (please print)

Kaz Sakamoto

Signature of ~~Director~~/secretary Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 21/2/2023

Kazuya Sakamoto
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 170DP

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

Office Use Only

Registered: 21/04/2023

Office Use Only

DP1292650

PLAN OF EASEMENTS OVER LOTS 1 AND 2 IN DP1248652

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.

MORTGAGEE:

EXECUTED by)
MELROSE PARK DEVELOPMENT 2 PTY LTD)
ACN 641 797 480)
in accordance with Section 127)
of the Corporations Act)

Hiro Katayama
Hiro Katayama (Feb 21, 2023 16:08 GMT+11)

Signature of Director Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 21/2/2023

Kaz Sakamoto

Signature of ~~Director~~/secretary Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 21/2/2023

Hirotoshi Katayama
NAME (please print)

Kazuya Sakamoto
NAME (please print)

MORTGAGEE:

EXECUTED by)
MELROSE PARK DEVELOPMENT 3 PTY LTD)
ACN 641 797 506)
in accordance with Section 127)
of the Corporations Act)

Hiro Katayama
Hiro Katayama (Feb 21, 2023 16:08 GMT+11)

Signature of Director Electronic Signature of me, Hirotoshi Katayama, affixed by me or at my direction on 21/2/2023

Kaz Sakamoto

Signature of ~~Director~~/secretary Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 21/2/2023

Hirotoshi Katayama
NAME (please print)

Kazuya Sakamoto
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 170DP

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

Office Use Only

Registered: 21/04/2023

Office Use Only

DP1292650

PLAN OF EASEMENTS OVER LOTS 1 AND 2 IN DP1248652

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.

MORTGAGEE:

Signed by **Sumitomo Mitsui Banking Corporation, Sydney Branch ARBN 114 053 459** by its attorney under power of attorney

dated 23 June 2021

book 4788

no 572

sign (attorney)

the attorney states that he or she has no notice of termination or suspension of the power

Takahito Ishii

full name (attorney)

sign (witness)

the witness states that he or she is not a party and was present when the attorney signed

KEVIN LU

full name (witness)

Level 40, 2 Chifley Square,

address (witness)

Sydney NSW 2000

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41367 170DP

Req:R371115 /Doc:DP 1292650 B /Rev:21-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:1 of 9
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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

Lengths are in metres:

(Sheet 1 of 9 sheets)

Plan: DP1292650

Plan of Easements over Lots 1 and 2 in DP1248652

Full name and address of the owner of the Land

SH Melrose Land Pty Ltd
ACN 639 001 522
Ground Floor, 68 Waterloo Road
Macquarie Park NSW 2113

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s) road(s) bodies or Prescribed Authorities:
1	EASEMENT FOR SUPPORT VARIABLE WIDTH (A)	1/1248652 2/1248652	City of Parramatta Council
2	EASEMENT FOR SUPPORT VARIABLE WIDTH (B)	1/1248652	5/1248652 and 6/1248652
		2/1248652	6/1248652

Signature of Authorised Delegate
City of Parramatta Council

Electronic signature of me, Mark Leoni affixed by me, or at my direction on 20/2/2023

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1. **Terms of Easement for Support variable width (A) numbered** 1 in the **Plan**

(a) The Authority Benefited may:

(i) construct and maintain on the Lot Burdened, but only within the Easement Site, whatever batter or embankment is reasonably necessary to support the surface or subsurface of the Road Site or any part of it or any structure or works on the Road Site, and

(ii) may do anything reasonably necessary for that purpose, including without limitation:

(A) entering the Lot Burdened,

(B) taking anything on to the Lot Burdened, and

(C) carrying out work.

(b) The Grantor must not, except in the circumstances described in paragraph 1(c):

(i) interfere with the batter or embankment or the support it offers, or

(ii) use the Easement Site in a way which may detract from the stability of or the support provided by the batter or embankment.

(c) The Grantor may from time to time construct within the Easement Site such alternate support structures to the batter or embankment as are sufficient and reasonably necessary to support the surface or subsurface of the Road Site or any part of it or any structure or works on the Road Site

(d) If the Grantor does or allows anything to be done in circumstances other than those allowed in paragraph 1(c), which damages the batter or embankment or impairs its effectiveness, the Authority Benefited may serve not less than 14 days notice on the Grantor requiring the damage to be repaired or the impairment removed. If the Grantor does not comply with the notice, the Authority Benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the Grantor

(e) If the Authority Benefited carries out any works it will:

(i) ensure that all work is done properly

(ii) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened.

(iii) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

.....
Signature of Authorised Delegate
City of Parramatta Council

Electronic Signature of me, Mark Leong, affixed by me or at my direction on 20/3/2023

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(iv) restore the Lot Burdened as nearly as is practicable to its former condition, and

(v) make good any damage to the Lot Burdened directly caused by the Authority Benefited.

2. Terms of Easement for Support variable width (B) numbered 2 in the Plan

(a) The Grantee may:

(i) construct and maintain on the Lot Burdened, but only within the Easement Site, whatever batter or embankment is reasonably necessary to support the surface or subsurface of the Lot Benefited or any part of it, or any structure or works on the Lot Benefited; and

(ii) may do anything reasonably necessary for that purpose, including without limitation:

(A) entering the Lot Burdened,

(B) taking anything on to the Lot Burdened, and

(C) carrying out work.

(b) The Grantor must not, except in the circumstances described in paragraph 1(c):

(i) interfere with the batter or embankment or the support it offers, or

(ii) use the Easement Site in a way which may detract from the stability of or the support provided by the batter or embankment.

(c) The Grantor may from time to time construct within the Easement Site such alternate support structures to the batter or embankment as are sufficient and reasonably necessary to support the surface or subsurface of the Lot Benefited or any part of it, or any structure or works on the Lot Benefited.

(d) This Easement will automatically extinguish when the Lot Benefited is dedicated as a Public Road.

Signature of Authorised Delegate
City of Parramatta Council

Electronic Signature of me, Mark Leota, affixed by me, or at my direction on 20/2/2023

Req:R371115 /Doc:DP 1292650 B /Rev:21-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:4 of 9
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Part 3 - (General)

1. Definitions

In this Instrument, unless the contrary intention appears the following terms have the following meanings

Act means the Conveyancing Act 1919 (NSW).

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

Council means City of Parramatta Council (ABN 49 907 174 773).

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 identified in the Plan and includes all items within the site of that Easement.

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 the registered proprietor of a Lot Burdened

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

Public Road means a public road within the meaning of the Roads Act 1993 (NSW).

Road Site means the land comprised in folio identifiers 5/1248652 and 6/1248652

Signature of Authorised Delegate
City of Parramatta Council

Electronic Signature of me, Mark Leotta, affixed by me, or at my direction on 20/2/2023

Req:R371115 /Doc:DP 1292650 B /Rev:21-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:5 of 9
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Lengths are in metres:

(Sheet 5 of 9 sheets)

Plan: DP1292650

Plan of Easements over Lots 1 and 2 in DP1248652

CITY OF PARRAMATTA COUNCIL by its authorised delegate pursuant to s 378 Local Government Act 1919

Electronic Signature of me, Mark Leotta, affixed by me or at my direction on 20/2/2023

MARK LEOTTA

(Signature of delegate)

(Name of delegate)

POSITION: GROUP MANAGER DEVELOPMENT AND TRAFFIC SERVICES

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

(Signature of Witness)

EVA COSENTINO

(Name of Witness)

126 CHURCH STREET PARRAMATTA

(Address of Witness)

Electronic Signature of me, Eva Cosentino affixed by me or at my direction on 20/2/2023

Signature of Authorised Delegate
City of Parramatta Council

Electronic Signature of me, Mark Leotta affixed by me or at my direction on 20/2/2023

Req:R371115 /Doc:DP 1292650 B /Rev:21-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:6 of 9
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Lengths are in metres:

Plan: DP1292650

Plan of Easements over Lots 1 and 2 in DP1248652

EXECUTED by
SH Melrose Land Pty Ltd
ACN 639 001 522
in accordance with Section 127
of the Corporations Act

Hiro Katayama
Hiro Katayama (Feb 21, 2023 10:08 GMT+11)

.....
Signature of Director Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 21/2/2023

Hirotoshi Katayama
.....
NAME (please print)

Kaz Sakamoto
.....
Signature of ~~Director~~/secretary
Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 21/02/2023

Kazuya Sakamoto
.....
NAME (please print)

.....
Signature of Authorised Delegate
City of Parramatta Council

Electronic Signature of me, Mark Leotta, affixed by me, or at my direction on 20/2/2023

Req:R371115 /Doc:DP 1292650 B /Rev:21-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:7 of 9
© Office of the Registrar-General /Src:InfoTrack /Ref:250556

Plan: DP1292650

Plan of Easements over Lots 1 and 2 in DP1248652

MORTGAGEE:

EXECUTED by
SH MELROSE DEVELOPMENT 2 PTY LTD
ACN 601 434 557
in accordance with Section 127
of the Corporations Act

Hiro Katayama
Hiro Katayama (Feb 21, 2023 10:08 GMT+11)

Signature of Director Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 21/2/2023

Hirotoshi Katayama
NAME (please print)

Kaz Sakamoto

Signature of ~~Director~~/secretary
Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 21/2/2023

Kazuya Sakamoto
NAME (please print)

MORTGAGEE:

EXECUTED by
MELROSE PARK DEVELOPMENT 1 PTY LTD
ACN 641 797 033
in accordance with Section 127
of the Corporations Act

Hiro Katayama
Hiro Katayama (Feb 21, 2023 10:08 GMT+11)

Signature of Director Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 21/2/2023

Hirotoshi Katayama
NAME (please print)

Kaz Sakamoto

Signature of ~~Director~~/secretary
Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 21/2/2023

Kazuya Sakamoto
NAME (please print)

Signature of Authorised Delegate
City of Parramatta Council

Electronic Signature of me, Mark Leotta, affixed by me, or at my direction on 20/2/2023

Req:R371115 /Doc:DP 1292650 B /Rev:21-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:8 of 9
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Plan: DP1292650

Plan of Easements over Lots 1 and 2 in DP1248652

MORTGAGEE:

EXECUTED by)
MELROSE PARK DEVELOPMENT 2 PTY LTD)
ACN 641 797 480)
in accordance with Section 127)
of the Corporations Act)

Hiro Katayama
Hiro Katayama (Feb 21, 2023 16:08 GMT+11)

Signature of Director Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 21/2/2023

Hirotoshi Katayama
NAME (please print)

Kaz Sakamoto

Signature of ~~Director~~/secretary
Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 21/2/2023

Kazuya Sakamoto
NAME (please print)

MORTGAGEE:

EXECUTED by)
MELROSE PARK DEVELOPMENT 3 PTY LTD)
ACN 641 797 506)
in accordance with Section 127)
of the Corporations Act)

Hiro Katayama
Hiro Katayama (Feb 21, 2023 16:08 GMT+11)

Signature of Director Electronic Signature of me, Hirotoshi Katayama, affixed by me, or at my direction on 21/2/2023

Hirotoshi Katayama
NAME (please print)

Kaz Sakamoto

Signature of ~~Director~~/secretary
Electronic Signature of me, Kazuya Sakamoto, affixed by me, or at my direction on 21/2/2023

Kazuya Sakamoto
NAME (please print)

Signature of Authorised Delegate
City of Parramatta Council

Electronic Signature of me, Mark Leotta, affixed by me, or at my direction on 20/2/2023

Req:R371115 /Doc:DP 1292650 B /Rev:21-Apr-2023 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:9 of 9
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Lengths are in **metres:**

(Sheet 9 of 9 sheets)

Plan: DP1292650

Plan of Easements over Lots 1 and 2 in DP1248652

MORTGAGEE: SUMITOMO MITSUI BANKING CORPORATION

Signed by **Sumitomo Mitsui Banking Corporation, Sydney Branch ABN 114 053 459** by its attorney under power of attorney dated 23 June 2021 book 4788 no 572.

Takahiro Ishii

(Full name of attorney)

KEVIN LU

(Full name of attorney)

Level 40, 2 Chifley Square.

Sydney NSW 2000

REGISTERED: 21/04/2023

Signature of Authorised Delegate
City of Parramatta Council

Electronic Signature of me, Mary-Anne Attard, affixed by me, on all my behalf on 20/2/2023

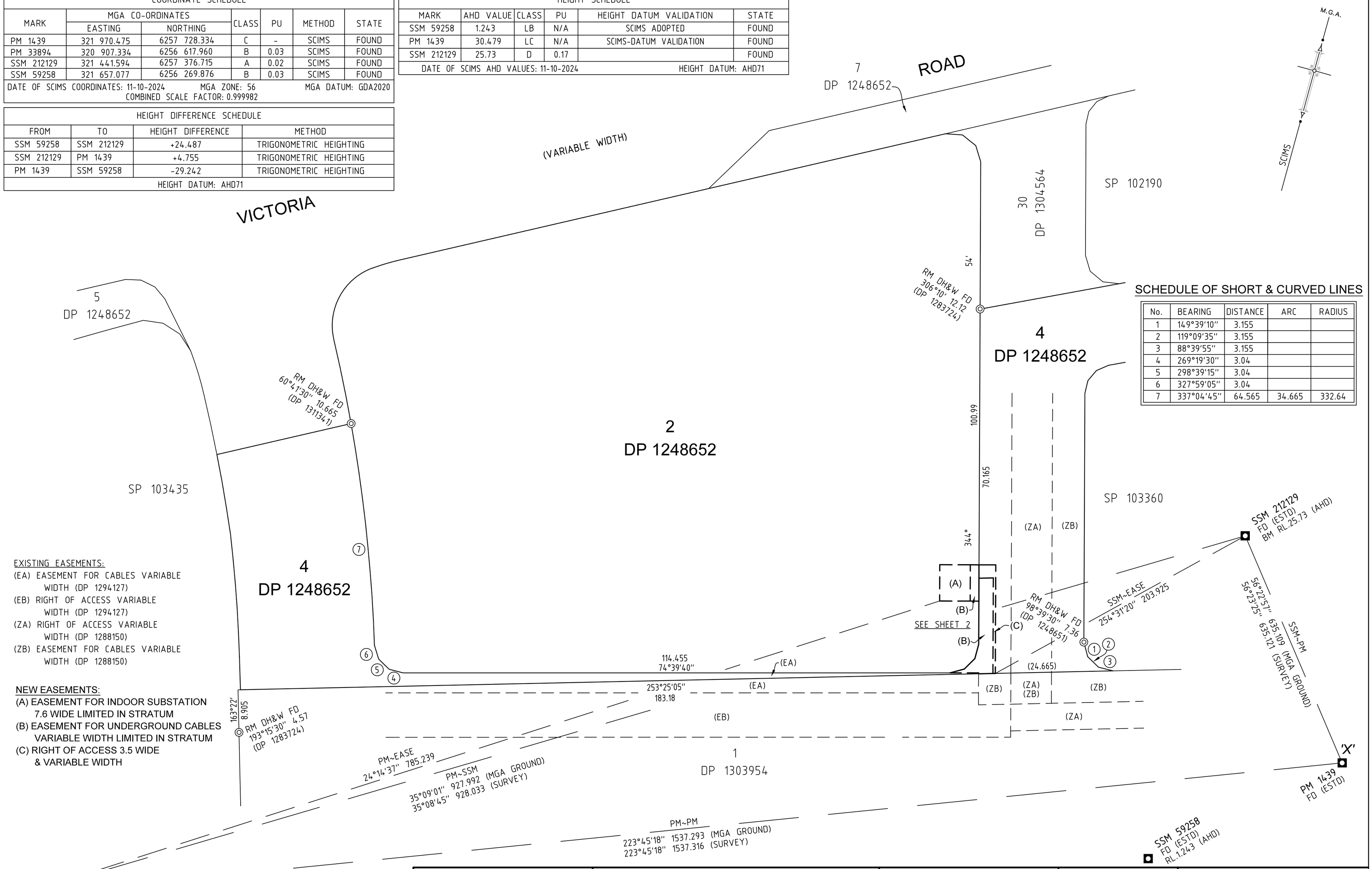
Req:R371118 /Doc:DP 1309644 P /Rev:23-Apr-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:1 of 10
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COORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 1439	321 970.475	6257 728.334	C	-	SCIMS	FOUND
PM 33894	320 907.334	6256 617.960	B	0.03	SCIMS	FOUND
SSM 212129	321 441.594	6257 376.715	A	0.02	SCIMS	FOUND
SSM 59258	321 657.077	6256 269.876	B	0.03	SCIMS	FOUND

DATE OF SCIMS COORDINATES: 11-10-2024 MGA ZONE: 56 MGA DATUM: GDA2020
COMBINED SCALE FACTOR: 0.999982

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 59258	SSM 212129	+24.487	TRIGONOMETRIC HEIGHTING
SSM 212129	PM 1439	+4.755	TRIGONOMETRIC HEIGHTING
PM 1439	SSM 59258	-29.242	TRIGONOMETRIC HEIGHTING
HEIGHT DATUM: AHD71			

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
SSM 59258	1.243	LB	N/A	SCIMS ADOPTED	FOUND
PM 1439	30.479	LC	N/A	SCIMS-DATUM VALIDATION	FOUND
SSM 212129	25.73	D	0.17		FOUND
DATE OF SCIMS AHD VALUES: 11-10-2024 HEIGHT DATUM: AHD71					



EXISTING EASEMENTS:
(EA) EASEMENT FOR CABLES VARIABLE WIDTH (DP 1294127)
(EB) RIGHT OF ACCESS VARIABLE WIDTH (DP 1294127)
(ZA) RIGHT OF ACCESS VARIABLE WIDTH (DP 1288150)
(ZB) EASEMENT FOR CABLES VARIABLE WIDTH (DP 1288150)

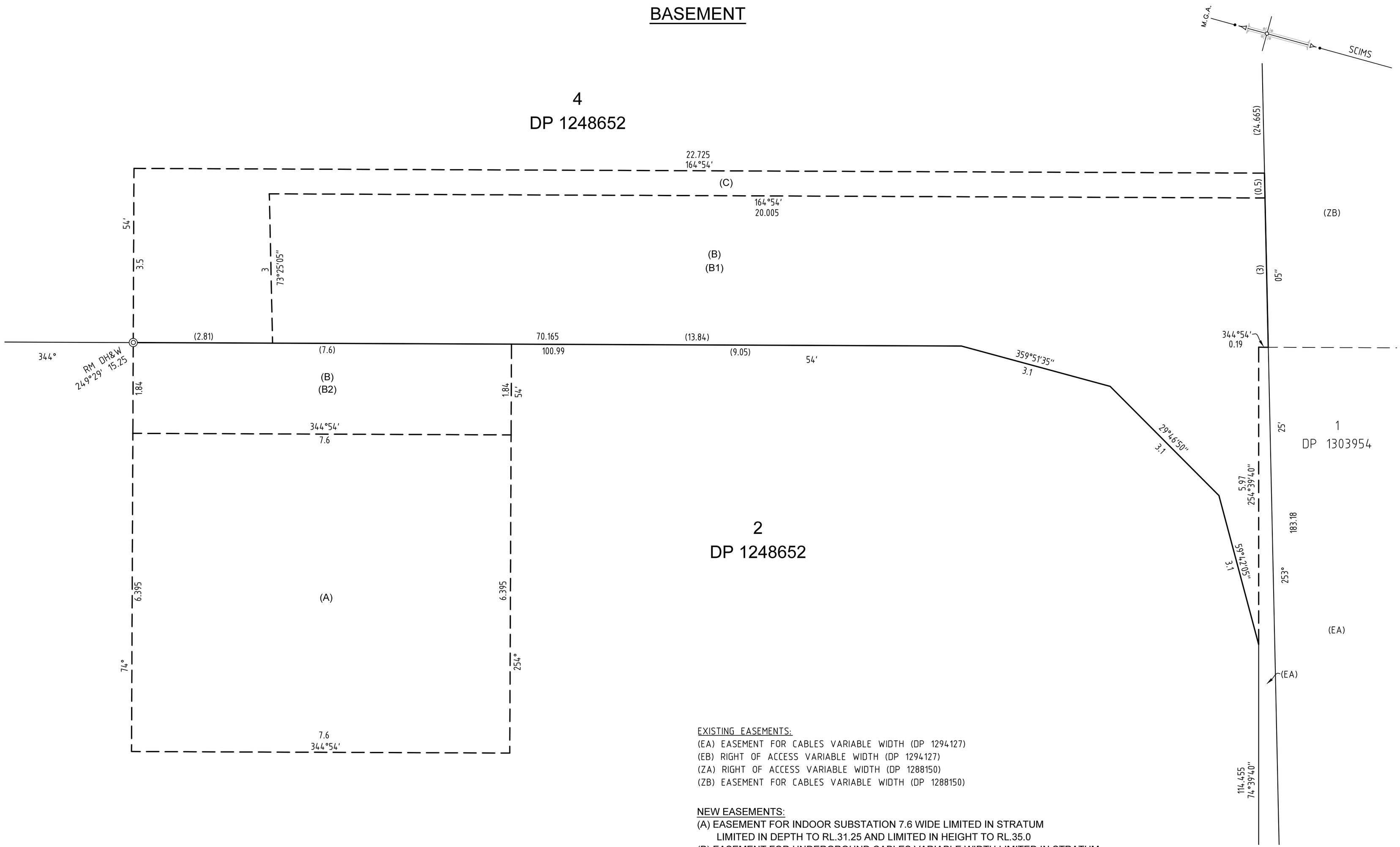
NEW EASEMENTS:
(A) EASEMENT FOR INDOOR SUBSTATION 7.6 WIDE LIMITED IN STRATUM
(B) EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH LIMITED IN STRATUM
(C) RIGHT OF ACCESS 3.5 WIDE & VARIABLE WIDTH

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	149°39'10"	3.155		
2	119°09'35"	3.155		
3	88°39'55"	3.155		
4	269°19'30"	3.04		
5	298°39'15"	3.04		
6	327°59'05"	3.04		
7	337°04'45"	64.565	34.665	332.64

SURVEYOR Name: MARQUES DANIEL VICENTE Date of Survey: 19-12-2024 Surveyor's Reference: 41367 219DP	PLAN OF EASEMENTS AFFECTING LOTS 2 & 4 IN DP 1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 500 Lengths are in metres.	Registered 23/04/2025	DP1309644

BASEMENT



EXISTING EASEMENTS:
(EA) EASEMENT FOR CABLES VARIABLE WIDTH (DP 1294127)
(EB) RIGHT OF ACCESS VARIABLE WIDTH (DP 1294127)
(ZA) RIGHT OF ACCESS VARIABLE WIDTH (DP 1288150)
(ZB) EASEMENT FOR CABLES VARIABLE WIDTH (DP 1288150)

NEW EASEMENTS:
(A) EASEMENT FOR INDOOR SUBSTATION 7.6 WIDE LIMITED IN STRATUM LIMITED IN DEPTH TO RL.31.25 AND LIMITED IN HEIGHT TO RL.35.0
(B) EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH LIMITED IN STRATUM
(B1) UNLIMITED IN HEIGHT & DEPTH
(B2) LIMITED IN DEPTH TO RL.31.25 AND LIMITED IN HEIGHT TO RL.35.00
(C) RIGHT OF ACCESS 3.5 WIDE & VARIABLE WIDTH

SURVEYOR Name: MARQUES DANIEL VICENTE Date of Survey: 19-12-2024 Surveyor's Reference: 41367 219DP	PLAN OF EASEMENTS AFFECTING LOTS 2 & 4 IN DP 1248652	LGA: CITY OF PARRAMATTA Locality : MELROSE PARK Reduction Ratio 1: 50 Lengths are in metres.	Registered 23/04/2025	DP1309644

Req:R371118 /Doc:DP 1309644 P /Rev:23-Apr-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:2 of 10
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Req:R371118 /Doc:DP 1309644 P /Rev:23-Apr-2025 /NSW LRS /Prt:05-Dec-2
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Plan Form 6_Digital (2021)

Deposited Plan Administration Sheet Sheet 1 of 8

OFFICE USE ONLY

Registered 23/04/2025

DP1309644

Title System TORRENS

LGA CITY OF PARRAMATTA

LOCALITY MELROSE PARK

PARISH FIELD OF MARS

COUNTY CUMBERLAND

PLAN OF EASEMENTS AFFECTING LOTS 2 & 4 IN DP1248652

Crown Lands NSW/Western Lands Office Approval

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

Signature _____ Date _____

File Number _____ Office _____

Survey Certificate Partial Survey

I, Marques Vicente of LTS SURVEYORS, PO BOX 564 ST LEONARDS NSW 1590, a surveyor registered under Surveying and Spatial Information Act 2002, certify that:

The part of the land shown in the plan Being EASEMENTS & CONNECTIONS was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on 19/12/2024, the part not surveyed was compiled in accordance with that Regulation.

Subdivision Certificate (Check One)

I, _____

☐ Authorised Person
☐ General Manager
☐ Registered Certifier

certify that the provisions of 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 _____

Consent Authority _____

Date of Endorsement _____ Subdivision Certificate Number _____

File Number _____

Urban/Rural: URBAN

Terrain: LEVEL-UNDULATING

Datum Line: X-Y

Signature: Electronically signed via NSW LRS Connect by Marques Vicente, dated 20/03/2025 09:29 AM.

Surveyor Identification No.: SU009043

Surveyor registered under the *Surveying and Spatial Information Act 2002*.

Plans Used in the preparation of this survey

DP1248652, DP1283724, DP1303954, DP1311341

Statement of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference 41367 219DP

Signatures, Seals and Section 888 Statements should appear on the following sheet(s)

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Plan Form 6_Digital (2021)	**Deposited Plan Administration Sheet**	Sheet 2 of 8
Registered 23/04/2025 OFFICE USE ONLY	DP1309644	

PLAN OF EASEMENTS AFFECTING LOTS 2 & 4 IN DP1248652

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

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

Subdivision Certificate Number

Date of Endorsement

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

1. Easement for Indoor Substation 7.6 Wide (Limited in Stratum) (A)
2. Easement for Underground Cables Variable Width (Limited in Stratum) (B)
3. Right of Access 3.5 Wide and Variable Width (C)

Surveyor's Reference 41367 219DP

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Plan Form 6_Digital (2021)	**Deposited Plan Administration Sheet**	Sheet 3 of 8
Registered 23/04/2025 OFFICE USE ONLY	**DP1309644**	

PLAN OF EASEMENTS AFFECTING LOTS 2 & 4 IN DP1248652

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

- A schedule of lots and addresses
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- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate Number

Date of Endorsement

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:
SH MELROSE LAND PTY LTD

Company ACN or ABN:
639 001 522

Authority:
section 127 Corporations Act 2001

Signature:
Hide Seguchi
Hide Seguchi (Mar 14, 2025 15:20 GMT+11)

Name:
Atsuhide Seguchi

Position:
Director

Signature:
Kaz Sakamoto
Kaz Sakamoto (Mar 14, 2025 13:10 GMT+11)

Name:
Kazuya Sakamoto

Position:
Company Secretary

Surveyor's Reference 41367 219DP

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Plan Form 6_Digital (2021)	**Deposited Plan Administration Sheet**	Sheet 4 of 8
Registered 23/04/2025 OFFICE USE ONLY	**DP1309644**	

PLAN OF EASEMENTS AFFECTING LOTS 2 & 4 IN DP1248652

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

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

Subdivision Certificate Number

Date of Endorsement

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:
SH MELROSE DEVELOPMENT 2 PTY LTD

Company ACN or ABN:
601 434 557

Authority:
section 127 Corporations Act 2001

Signature:
Hide Seguchi
Hide Seguchi (Mar 14, 2025 15:29 GMT+11)

Name:
Atsuhide Seguchi

Position:
Director

Signature:
Kaz Sakamoto
Kaz Sakamoto (Mar 14, 2025 13:20 GMT+11)

Name:
Kazuya Sakamoto

Position:
Company Secretary

Surveyor's Reference 41367 219DP

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Registered 23/04/2025 OFFICE USE ONLY	**DP1309644**	

PLAN OF EASEMENTS AFFECTING LOTS 2 & 4 IN DP1248652

Subdivision Certificate Number

Date of Endorsement

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

- A schedule of lots and addresses
- 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 on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:
MELROSE PARK DEVELOPMENT 1 PTY LTD

Company ACN or ABN:
641 797 033

Authority:
section 127 Corporations Act 2001

Signature:
Hide Seguchi

Name:
Atsuhide Seguchi

Position:
Director

Signature:
Kaz Sakamoto

Name:
Kazuya Sakamoto

Position:
Company secretary

Surveyor's Reference 41367 219DP

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Plan Form 6_Digital (2021)	**Deposited Plan Administration Sheet**	Sheet 6 of 8
Registered 23/04/2025 OFFICE USE ONLY	**DP1309644**	

PLAN OF EASEMENTS AFFECTING LOTS 2 & 4 IN DP1248652

Subdivision Certificate Number

Date of Endorsement

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

- A schedule of lots and addresses
- 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 on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:
MELROSE PARK DEVELOPMENT 2 PTY LTD

Company ACN or ABN:
641 797 480

Authority:
section 127 Corporations Act 2001

Signature:

Name:
Atsuhide Seguchi

Position:
Director

Signature:

Name:
Kazuya Sakamoto

Position:
Company secretary

Surveyor's Reference 41367 219DP

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Plan Form 6_Digital (2021)	**Deposited Plan Administration Sheet**	Sheet 7 of 8
Registered 23/04/2025 OFFICE USE ONLY	**DP1309644**	

PLAN OF EASEMENTS AFFECTING LOTS 2 & 4 IN DP1248652

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

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

Subdivision Certificate Number

Date of Endorsement

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:
MELROSE PARK DEVELOPMENT 3 PTY LTD

Company ACN or ABN:
ACN 641 797 506

Authority:
section 127 Corporations Act 2001

Signature:
Hide Seguchi
Hide Seguchi (Mar 14, 2025 15:28 GMT+11)

Name:
Atsuhide Seguchi

Position:
Director

Signature:
Kaz Sakamoto
Kaz Sakamoto (Mar 14, 2025 13:20 GMT+11)

Name:
Kazuya Sakamoto

Position:
Company secretary

Surveyor's Reference 41367 219DP

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Plan Form 6_Digital (2021)	Deposited Plan Administration Sheet	Sheet 8 of 8
Registered 23/04/2025 OFFICE USE ONLY	DP1309644	

PLAN OF EASEMENTS AFFECTING LOTS 2 & 4 IN DP1248652

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

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

Subdivision Certificate Number

Date of Endorsement

Executed for and on behalf of Sumitomo Mitsui Banking Corporation, Sydney Branch ARBN 114 153 459

Under Power of Attorney dated 23/5/24 and registered in New South Wales Book 4825 No 666

Signature of Attorney:

Name of Attorney: Balaji Vallam

(By executing this instrument the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney)

Signature of Witness:

Name of Witness: Eunice Oh

Address of Witness: Level 40, The Chifley Tower, 2 Chifley Square, Sydney NSW 2000

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Req:R371119 /Doc:DP 1309644 B /Rev:23-Apr-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:1 of 13
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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 Conveyancing Act 1919.

Plan: **DP1309644**

PLAN OF EASEMENTS AFFECTING LOTS 2 & 4 IN DP1248652

Full Name and Address of the Owner(s) of the land

SH MELROSE LAND PTY LTD

Ground Floor, 88 Waterloo Road, Macquarie Park NSW 2113

Covered by Subdivision Certificate No.

dated

Part I (Creation)

Number of item shown in the intention panel on the plan	Identity of the easement, profit 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 Indoor Substation 7.8 Wide (Limited in Stratum) (A)	2/1248652	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878
2	Easement for Underground Cables Variable Width (Limited In Stratum) (B)	2/1248652, 4/1248652	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878
3	Right of Access 3.5 Wide and Variable Width (C)	4/1248652	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878

Digitally signed by Michelle Allamby
Date: 29/01/2025

Attesting Witness

(Sheet 1 of 10 Sheets)

13

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Plan: **DP1309644**

Part 2 (Terms)

Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan

1.0 Definitions

1.1 **building** means the building within which the electrical equipment is located.

1.2 **easement site** means that part of the land that is affected by this easement.

1.3 **electrical equipment** includes electrical transformer, electrical switchgear, electrical cable, duct, services, ventilation, and ancillary equipment.

1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.

1.5 **land** means the lot or Torrens title land that is burdened by this easement.

1.6 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

1.7 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59253 130 878 and its successors (who may exercise its rights by any persons authorisedby it).

1.8 **services** includes electricity, telephone, communications, ventilation, water, sewage, and drainage services.

2.0 The prescribed authority may:

2.1 install electrical equipment within the easement site.

2.2 use the electrical equipment for the transmission of electricity.

2.3 enter the land using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

2.4 install its own security doors to gain access to the electrical equipment and to prevent access by others, and

2.5 install conduits, cables, and pipes on, under or through the building for the purpose of connecting the electrical equipment with any services and to operate those services.

3.0 The prescribed authority agrees to obtain the written consent of the owner, and comply with any

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Date: 29/01/2025

Attesting Witness

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Part 2 (Terms)

conditions of consent reasonably imposed by the owner, prior to cutting, drilling, altering or demolishing any part of the building as necessary to install or operate the electrical equipment.

4.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its former condition.

5.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:

5.1 installing or permitting to be installed any thing within the easement site, or

5.2 interfering with, allowing to be interfered with, or preventing the ventilation of the easement site, or

5.3 directing or allowing to be directed drainage into the easement site, or

5.4 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

6.0 Electricity Network Assets (Authorised Transactions) Act 2015

6.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

6.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan

1.0 Definitions

1.1 **easement site** means that part of the land that is affected by this easement.

1.2 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, street lighting equipment, communications cable, and

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Date: 29/01/2025

Attesting Witness

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Plan **DP1309644**

Part 2 (Terms)

ancillary equipment.

1.3 **install** includes construct, repair, replace, maintain, modify, use, and remove.

1.4 **land** means the lot or Torrens title land that is burdened by this easement.

1.5 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

1.6 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

1.7 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

1.8 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament

2.0 The prescribed authority may:

2.1 install electrical equipment within the easement site.

2.2 excavate the easement site to install the electrical equipment.

2.3 use the electrical equipment for the transmission of electricity.

2.4 enter the land using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time.

2.5 trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

3.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

Digitally signed by Michelle Allamby
Date: 29/01/2025

Attesting Witness

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Plan **DP1309644**

Part 2 (Terms)

4.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:

4.1 installing or permitting to be installed any services or structure within the easement site, or

4.2 altering the surface level of the easement site, or

4.3 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

5.0 Electricity Network Assets (Authorised Transactions) Act 2015

5.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

5.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan

1.0 Definitions

1.1 **access site** means that part of the land that is affected by this right of access.

1.2 **land** means the lot or Torrens title land that is burdened by this easement.

1.3 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

1.4 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

Digitally signed by Michelle Allamby
Date: 29/01/2025

Attesting Witness

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Plan: **DP1309644**

Part 2 (Terms)

2.0 The prescribed authority may:

2.1 by any reasonable means pass across the access site for the purpose of exercising or performing any of its powers, authorities, duties or functions, and

2.2 do anything reasonably necessary for passing across the access site, including:

2.2.1 entering the land, and

2.2.2 taking anything on to the land, and

2.2.3 carrying out work within the access site such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

3.0 In exercising its rights under this easement, the prescribed authority must:

3.1 ensure all work is done properly, and

3.2 cause as little inconvenience as is practicable to the owner and any occupier of the land, and

3.3 cause as little damage as is practicable to the land and any improvement on it, and

3.4 restore the land as nearly as is practicable to its former condition, and

3.5 make good any collateral damage.

4.0 Electricity Network Assets (Authorised Transactions) Act 2015

4.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

Digitally signed by
Michelle Allamby
Date: 29/01/2025

Attesting Witness

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Plan: **DP1309644**

Signature Sheet

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:

SH MELROSE LAND PTY LTD

Company ACN or ABN:

638 001 522

Authority:

Section 127 Corporations Act 2001

Signature:	Signature:
Hide Seguchi	Kaz Sakamoto
Name:	Name:
Atsuhide Seguchi	Kazuya Sakamoto
Position:	Position:
Director	Company secretary

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Plan: DP1309644

PLAN OF EASEMENTS AFFECTING LOTS 2 & 4 IN DP1248852

Signature Sheet

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:

SH MELROSE DEVELOPMENT 2 PTY LTD

Company ACN or ABN:

601 434 557

Authority:

Section 127 Corporations Act 2001

Signature:

Atsuhide Seguchi

Name:

Atsuhide Seguchi

Position:

Director

Signature:

Kaz Sakamoto

Name:

Kazuya Sakamoto

Position:

Company secretary

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Plan: DP1309644

PLAN OF EASEMENTS AFFECTING LOTS 2 & 4 IN DP1248852

Signature Sheet

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name

MELROSE PARK DEVELOPMENT 1 PTY LTD

Company ACN or ABN:

641 797 033

Authority:

Section 127 Corporations Act 2001

Signature:

Hide Seguchi

Name

Atsuhide Seguchi

Position:

Director

Signature:

Kaz Sakamoto

Name.

Kazuya Sakamoto

Position:

Company secretary

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Plan: **DP1309644**

Signature Sheet

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:

MELROSE PARK DEVELOPMENT 2 PTY LTD

Company ACN or ABN:

641 797 480

Authority:

Section 127 Corporations Act 2001

Signature

Hide Seguchi

Name:

Atsuhide Seguchi

Position:

Director

Signature:

Kaz Sakamoto

Name:

Kazuya Sakamoto

Position:

Company secretary

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Req:R371119 /Doc:DP 1309644 B /Rev:23-Apr-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:11 of 13
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PLAN OF EASEMENTS AFFECTING LOTS 2 & 4 IN DP1240852

Plan **DP1309644**

Signature Sheet

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:

MELROSE PARK DEVELOPMENT 3 PTY LTD

Company ACN or ABN:

ACN 641 797 536

Authority:

Section 127 Corporations Act 2001

Signature:

Hide Seguchi

Name:

Atsuhide Seguchi

Position:

Director

Signature:

Kaz Sakamoto

Name:

Kazuya Sakamoto

Position:

Company secretary

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Req:R371119 /Doc:DP 1309644 B /Rev:23-Apr-2025 /NSW LRS /Prt:05-Dec-2025 11:33 /Seq:12 of 13
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PLAN OF EASEMENTS AFFECTING LOTS 2 & 4 IN DP1246852

Plan: DP1309644

Signature Sheet

Executed for and on behalf of Sumitomo Mitsui Banking Corporation, Sydney Branch ARBN 114 153 459

Under Power of Attorney dated 23/5/24 and registered in New South Wales Book 4825 No 666

Signature of Attorney:

Name of Attorney:

Balaji Vaitam

(By executing this instrument the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney)

Signature of Witness:

Name of Witness:

Address of Witness:

Level 40, The Chifley Tower
2 Chifley Square, Sydney NSW 2000

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Plan: **DP1309644**

Signature Sheet

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 38 of the Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)

Signature of witness: Digitally signed by Michelle Allamby Date: 29/01/2025

Signature of attorney: Digitally signed by Simon Lawton Date: 29.01.2025

Name of witness:

Michelle Allamby

Name of attorney:

Simon Lawton
Strategic Property Manager

Address of witness:
c/-Endeavour Energy
Level 41, 8 Parramatta Square
10 Darcy Street
Parramatta NSW 2150

Power of attorney: Book 4933 No 363

EE reference: CHD10674

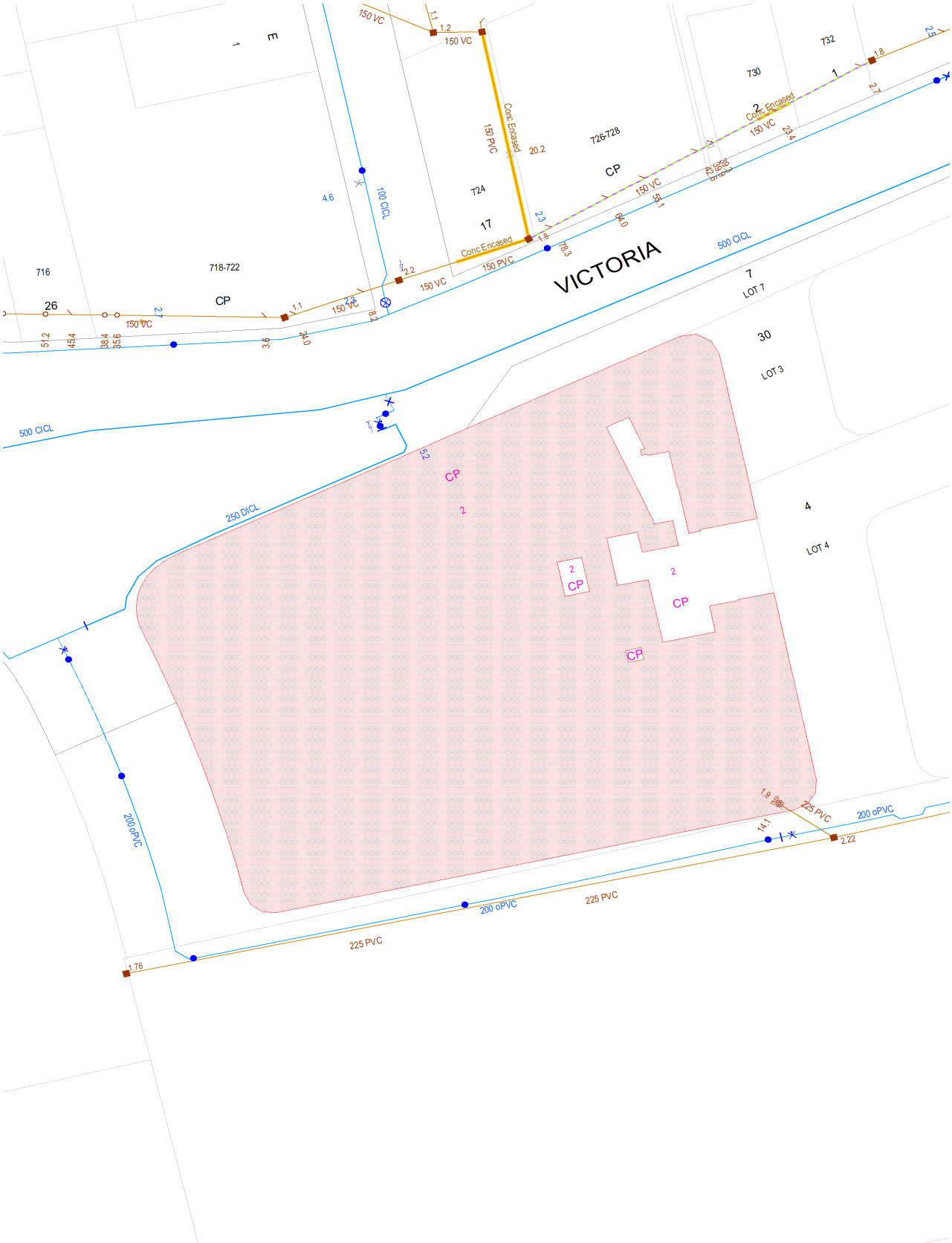
This document was signed in counterpart and witnessed over audio visual link in accordance with Section 14G of the Electronic Transactions Act 2000

REGISTERED: 23/04/2025

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Service Location Print

Application Number: 2383399

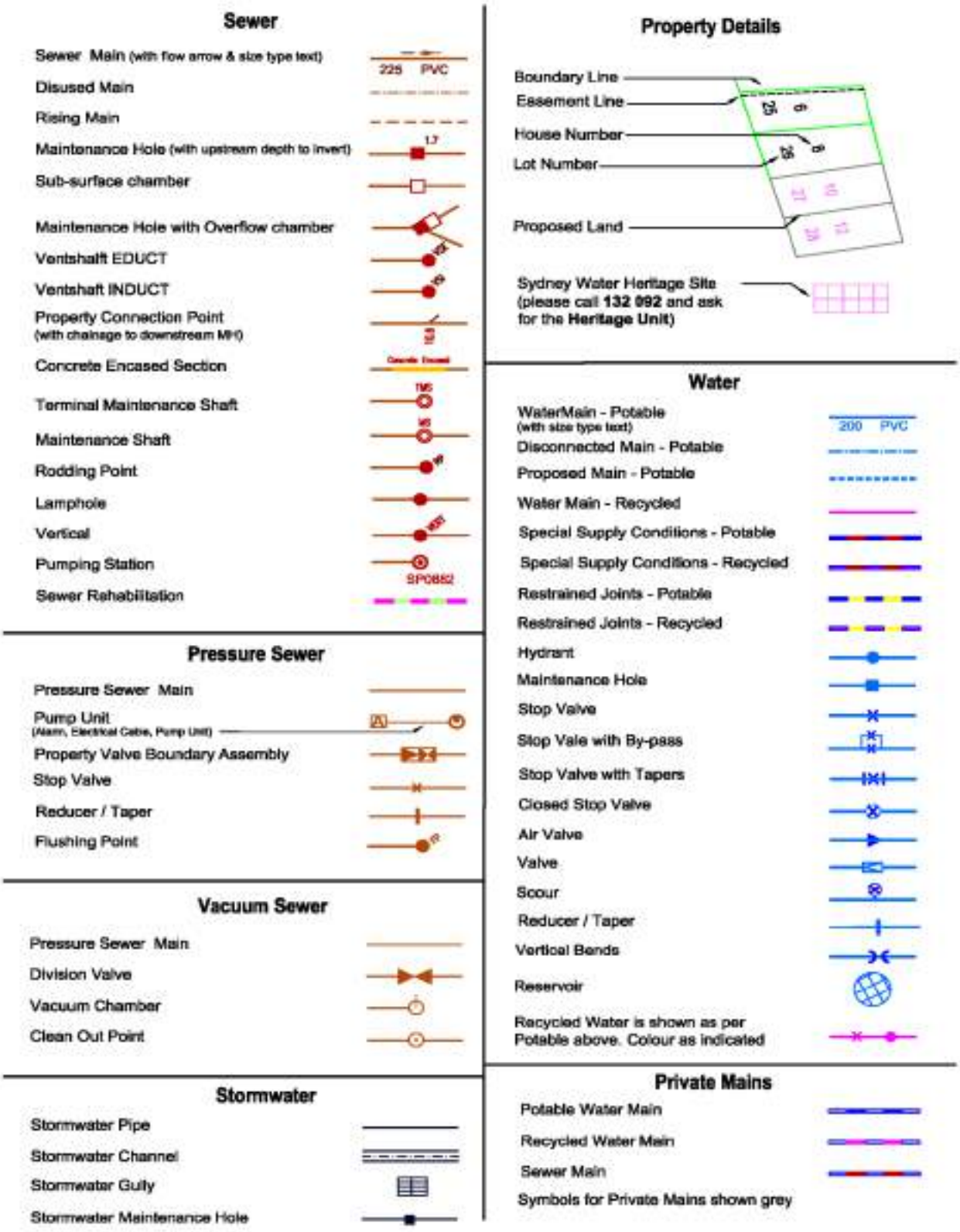


Document generated at 14-04-2026 02:01:39 PM

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.

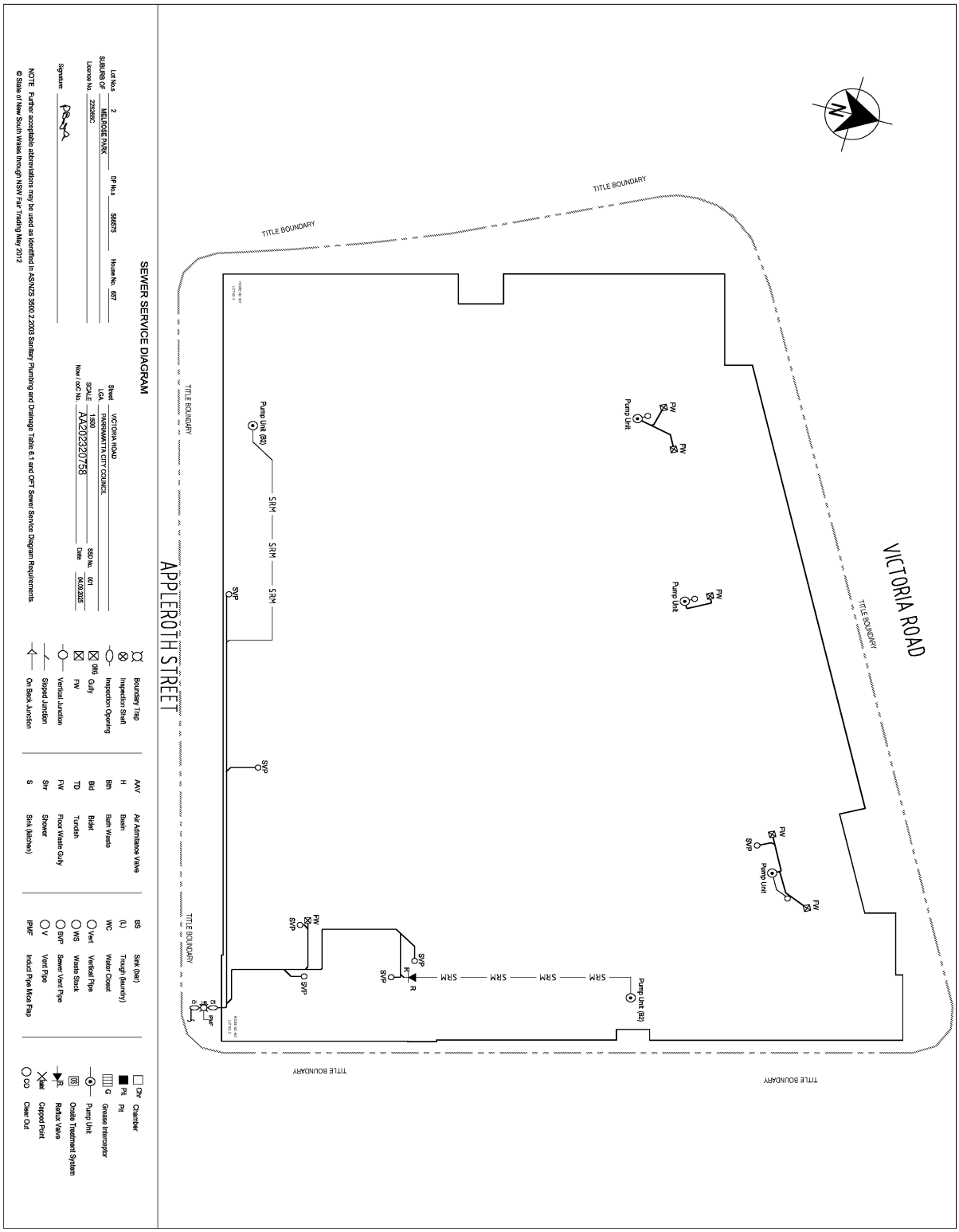
For general enquiries please call the Customer Contact Centre on 132 092

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**.

Sewer Service Diagram

Application Number: 2383398



Document generated at 14-04-2026 02:01:19 PM

Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

Certificate No: 2025/9099

Fee: $70.62

Issue Date: 4 December 2025

Receipt No: 8237077

Applicant Ref: H CHANG:259464

DESCRIPTION OF LAND

Address: 905/2A Appleroth Street
MELROSE PARK NSW 2114

Lot Details:

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:

Contact us
council@cityofparramatta.nsw.gov.au | 02 9806 5050
@cityofparramatta | PO Box 32, Parramatta NSW 2124
ABN 49 907 174 773 | cityofparramatta.nsw.gov.au

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

Development Control Plan

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

Development Contribution Plan

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

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

Heritage Item/Heritage Conservation Area

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

The land is not located in a heritage conservation area.

Road Widening

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

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

Land Reservation Acquisition
The land is 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 5 on the Acid Sulfate Soils map. Refer to Clause 6.1 of Parramatta Local Environmental Plan 2023.

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

The following additional information is issued under Section 10.7(5)
The following information is provided pursuant to S10.7(5) the Council supplies information as set out below on the basis that the Council takes no responsibility for the accuracy of the information. The information if material should be independently checked by the applicant.

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

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

Note: Advisory Information Regarding Proximity to 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 4 December 2025

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? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
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 Consumer Trader and Tenancy Tribunal for an order?
   (b) have any orders been made by the Consumer, Trader and Tenancy 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 and recorded as the owner of the property on the strata roll, free of all other interests
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion

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?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. 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.
15. In respect of the property and the common property:
   (a) Have the provisions of the Local Government Act, the Environmental Planning and *Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Certificate which relates to all current buildings or structures? 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? If so, it should be handed over on completion. Please provide a copy in advance.

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(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*.

16. 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?

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

18.
  (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion
  (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

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

Owners corporation management

20 Has the initial period expired?

21 If the property includes a utility lot, please specify the restrictions.

22. If there are any applications or orders under Chapter 5 of the Act, please provide details

23 Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

24. 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

25 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.

26. 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

27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

28. The purchaser reserves the right to make further requisitions prior to completion

29 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 completion date

CERTIFIED
BUILDING SPECIALISTS

WHOLE OCCUPATION CERTIFICATE

OC #	OC2A001A1
Date of Approval	03/10/2025
Details of Property	Lot 11, DP 1238936, Lot 2, DP 1248652, 659 Victoria Rd (AKA 2 Appleroth St), Melrose Park NSW 2114
Council Authority	City of Parramatta Council
Applicant	SH Melrose Land Pty Ltd

Development Consent

Development Consent (DA)	DA/295/2020, DA/295/2020/A, DA/295/2020/C, DA/1157/2016/L
DA Approval Date(s)	27/11/2020, 06/10/2021, 14/05/2024, 19/08/2024
Certifying Authority	City of Parramatta Council

Construction Approval

Construction Certificate(s)	C2A001A1, C2A001A2, C2A001A3, C2A001A4, C2A001A5, C2A001A6, C2A001A7
CC Approval Date(s)	25/01/2023, 17/04/2023, 20/09/2023, 24/04/2024, 29/10/2024, 22/08/2025, 17/09/2025
Certifying Authority	Steven Saad

Description of Development

Construction Of A Mixed Use Development Containing 421 Residential Units, Supermarket, Retail Shop Over Basement Car Parking

Approval Extent	Whole
Building Solution	Deemed to Satisfy & Performance Solution

NCC Building Classification

Residential						Commercial								
1a		1b				2	X	3		4		5		6	X
10a		10b		10c		7a	X	7b		8		9a		9b		9c	

Cost of Works: $159,500,000.00

Scope of Approval

This Occupation Certificate relates to those works approved within the Development Consent and Construction Certificate(s) for the construction of the overall development and excludes the fit-out and use of any retail/commercial tenancies.

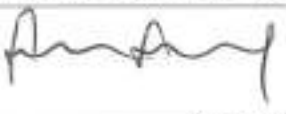
Certifying Authority

Accreditation Details: Steven Saad | BDC0794

Statement

- A current Development Consent is in force;
- A current Construction Certificate has been issued with respect to the building plans & specifications;
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia;
- The health & safety of the occupants has been considered;
- A Fire Commissioner report has been considered;
- A Final Fire Safety Certificate has been issued for the building;
- This Occupation Certificate is issued in accordance with Part 5, Division 2 of the Environmental Planning & Assessment (Development Certification And Fire Safety) Regulation 2021

Signature



Steven Saad – *Accredited Certifier BDC-0794*

Occupation Certificate Documentation

Annexure	Titled	Dated
1.	NSW ePlanning Occupation Certificate Application Form	02/10/2025
2.	Final Fire Safety Certificate	19/09/2025
3.	Mandatory Inspection Records by Certified Building Specialists	Various
4.	Access Compliance Certificate by Accessible Building Solutions	02/10/2025
5.	Access & Traffic Compliance Certificates Submission to Council	03/10/2025
6.	Acoustic Compliance Certificate by PWNA	22/09/2025
7.	Arboricultural Certificate by Koala Arbor	31/05/2024
8.	Architect's Compliance Certificate by Team 2 Architects	18/06/2025
9.	Backfilling Certification by Chalouhi	29/07/2025
10.	Builder's Compliance Certificate – Water NSW Requirements by Parkview Constructions P/L	13/06/2025
11.	Colours & Finishes Certificate by Team2 Architects	08/09/2025
12.	Condition 20 Approval by Parramatta Council	30/07/2025
13.	Condition 22 Compliance Certification by RENYi	28/08/2025
14.	Conditions 22 & 176A Approval by City of Parramatta Council	22/09/2025
15.	Condition 159 Certification by Elephants Foot Consulting	28/08/2025
16.	Condition 158, 185, 186 Submission to Council	03/10/2025
17.	Conditions 159 185 186 Certification by Kenthurst Nursery	-
18.	Condition 161 Approval by Parramatta Council	10/07/2025
19.	Condition 164 Civil Certification by Intrax Consulting Engineers Pty Ltd	02/10/2025
20.	Condition 172 Approval by Parramatta Council	26/09/2025
21.	Condition 174 Correspondence by Parramatta Council	07/05/2025
22.	Condition 176B Approval by Parramatta Council	26/08/2025
23.	Condition 183 Approval by Parramatta Council	03/04/2025
24.	Contribution Confirmation by Parramatta Council	17/03/2025
25.	Effective Evacuation Report by Intrax Projects	31/07/2025
26.	Façade Compliance Certificate by Net Façade Pty Ltd	03/10/2025
27.	Final Identification Survey by GeoSurv	12/08/2025
28.	Fire Safety Engineering Compliance by Peter Gardener & Associates	03/10/2025
29.	Fire & Rescue NSW Letter Out	29/09/2025
30.	Fire & Rescue NSW Report Out	29/09/2025
31.	Geotechnical Certification by JK Geotechnics	26/05/2025
32.	Green Travel Plan Certification by Ason Group	25/03/2025
33.	Groundwater Management Plan Audit by EMM	22/07/2025
34.	Historical Heritage Compliance Audit by EMM	22/07/2025
35.	Landscape Compliance Certificate by Site Image Landscape Architects	02/10/2025
36.	Lockbox Confirmation by Parramatta Council	27/05/2025
37.	NBN Certificate of Practical Completion	11/06/2025
38.	Post Dilapidation Report by AusDilaps	11/06/2025
39.	Post Tensioning Compliance Certificate by Interspan	10/09/2025
40.	Public Domain Certificate by Intrax Consulting Engineers Pty Ltd	03/10/2025
41.	Registered Easements, Covenants & Restrictions	09/07/2025
42.	Street Numbering Application by Parramatta Council	22/04/2025
43.	Structural Balustrade Compliance Certificate by CGS Façade Engineering	21/03/2025
44.	Structural Compliance Certificate by JSBC Consulting	16/09/2025
45.	Structural FRL Letter by JSBC Consulting	02/09/2025
46.	Structural Pergola Certificate by O.E.C Engineering Consultancy	03/10/2025
47.	Subdivision Completion Certificate by Parramatta Council	24/02/2022
48.	Survey Plan by Geosurv	01/08/2025
49.	Surveyor's Gross Floor Areas by LTS	11/08/2025
50.	Sydney Water Groundwater Re-Use System Certificate	08/05/2025
51.	Sydney Water Project Completion	18/03/2024
52.	Sydney Water Section 73 Compliance Certificate	29/04/2024

Annexure	Titled	Dated
53.	Sydney Water Trade Waste Correspondence	08/05/2025
54.	Title Search Certificates	21/07/2025
55.	Traffic Compliance Certificate by Traffix Traffic and Transport Planners	03/10/2025
56.	Validation Report by ADE Consulting Group	31/07/2024
57.	Water Management & Maintenance Operational Plan by Intrax Projects	05/05/2025
58.	Work Health & Safety Certification by RIS Safety P/L	17/09/2025
59.	Acoustic Ceiling, Wall & Roof Construction Compliance Certificate by NZ Solutions	02/08/2025
60.	Acoustic Floor Construction Compliance Certificate by Pulse White Noise Acoustics P/L	03/09/2025
61.	Acoustic Plant & Services Construction Compliance Certificate by WCA HVAC&R	07/08/2025
62.	Acoustic Seals Compliance Certificate by JTM Carpentry	21/05/2025
63.	Autoclaved Aerated Concrete Compliance Certificate by NZ Solutions	02/08/2025
64.	Balustrade Glazing Compliance Certificate by HGH Group (NSW) P/L	18/09/2025
65.	Balustrades & Handrails Compliance Certificate by HDH Group (NSW) P/L	12/08/2025
66.	Basix Compliance Certificate by Renyi P/L	02/09/2025
67.	Building Sealing Compliance Certificate by Crown Windows	08/08/2025
68.	Condensation Management Compliance Certificate by WCA HVAC&R	07/08/2025
69.	Damp Proof Course Compliance Certificate by Renovision Holdings P/L	10/08/2025
70.	Electrical Services Installation Compliance Certificate by Carrier Electrical Services (Aust)	01/07/2025
71.	External Lighting Installation Compliance Certificate by Carrier Electrical Services (Aust)	01/07/2025
72.	External Wall Insulation Compliance Certificate by NZ Solutions	02/08/2025
73.	Facilities for Energy Monitoring Compliance Certificate by Carrier Electrical Services (Aust)	01/07/2025
74.	Facilities for Energy Monitoring Compliance Certificate by Intellihub	02/09/2025
75.	Facilities for Energy Monitoring Compliance Certificate by Entire Plumbing	02/09/2025
76.	Floor Insulation Compliance Certificate by NZ Solutions	02/08/2025
77.	Floor & Wall Tiling Compliance Certificate by JP&MC Tiling P/L	06/08/2025
78.	Gas Services Compliance Certificate by Entire Plumbing	04/08/2025
79.	Glazing Compliance Certificate by Crown Windows	11/08/2025
80.	Masonry Compliance Certificate by Renovision Holdings P/L	08/08/2025
81.	Mechanical Services Installation Compliance Certificate by WCA HVAC&R	07/08/2025
82.	Passenger Lifts Compliance Certificate by KONE Elevators P/L	08/08/2025
83.	Plumbing Services Compliance Certificate by Entire Plumbing	04/08/2025
84.	Protection of Enclosures Compliance Certificate by Carrier Electrical Services (Aust)	01/07/2025
85.	Roof & Ceiling Insulation Compliance Certificate by NZ Solutions	02/08/2025
86.	Roof Covering Compliance Certificate by Green Fern Landscaping	09/05/2025
87.	Sarking Compliance Certificate by NZ Solutions	04/08/2025
88.	Shower Screen Glazing Compliance Certificate by Victoria Colour Glass P/L	14/07/2025
89.	Slip Resistance Floor Covering Compliance Certificate by Skheme P/L	13/08/2025
90.	Weatherproofing Compliance Certificate by NZ Solutions	04/08/2025
91.	Access Panels Compliance Certificate by Elephants Foot Chute Solutions	20/08/2025
92.	Automatic Fail-Safe Devices Compliance Certificate by WCA HVAC&R	07/08/2025
93.	Automatic Fail-Safe Devices Compliance Certificate by KONE Elevators P/L	17/09/2025
94.	Combined Fire Hydrant & Sprinkler System Compliance Certificate by D A Fire Protection P/L	16/09/2025
95.	Electrical Fire Seals Compliance Certificate by Carrier Electrical Services (Aust)	01/07/2025
96.	Emergency Lifts Compliance Certificate by KONE Elevators P/L	17/09/2025
97.	Emergency Lighting Installation Compliance Certificate by Carrier Electrical Services (Aust)	01/07/2025

Annexure	Titled	Dated
98.	Emergency Warning & Intercommunication System Compliance Certificate by Carrier Electrical Services (Aust)	01/07/2025
99.	Exit Signs Installation Compliance Certificate by Carrier Electrical Services (Aust)	01/07/2025
100.	External Cavities Fire Seals Compliance Certificate by NZ Solutions	08/08/2025
101.	External Cavities Fire Seals Compliance Certificate by Rockcrete P/L	09/09/2025
102.	Fire Alarm Monitoring Compliance Certificate by Carrier Electrical Services (Aust)	01/07/2025
103.	Fire Control Centre & Room Compliance Certificate by Carrier Electrical Services (Aust)	01/07/2025
104.	Fire Dampers Compliance Certifiate by WCA HVAC&R	12/09/2025
105.	Fire Detection & Alarm System Compliance Certificate by Carrier Electrical Services (Aust)	01/07/2025
106.	Fire Hose Reel System Compliance Certificate by Entire Plumbing	08/08/2025
107.	Fire Rated Bounding Construction Compliance Certificate by Renovision Holdings P/L	02/09/2025
108.	Fire Rated Bounding Construction Compliance Certificate by NZ Solutions	04/08/2025
109.	Fire Rated Lift Landing Doors Compliance Certificate by KONE Elevators P/L	15/08/2025
110.	Floor & Wall Covering Compliance Certificate by Matt Healy	13/05/2025
111.	Hydraulic Fire Seals Compliance Certificate by D A Fire Protection P/L	15/09/2025
112.	Lightweight Construction Compliance Certificate by WCA HVAC&R	02/09/2025
113.	Lightweight Construction Compliance Certificate by KONE Elevators P/L	28/08/2025
114.	Mechanical Air Handling Systems Car Park Ventilation Compliance Certificate by WCA HVAC&R	07/08/2025
115.	Mechanical Air Handling Systems Exit Pressurisation Compliance Certificate by WCA HVAC&R	07/08/2025
116.	Paths of Travel Compliance Certificate by Team2 Architects	25/08/2025
117.	Portable Fire Extinguishers Compliance Certificate by D A Fire Protection P/L	08/09/2025
118.	Smoke & Heat Alarms Compliance Certificate by Carrier Electrical Services (Aust)	01/07/2025
119.	Smoke Seals Compliance Certificate by JTM Carpentry	21/05/2025
120.	Wall Wetting Drencher System – External Openings Compliance Certificate by D A Fire Protection P/L	16/09/2025
121.	Warning & Operational Signs Compliance Certificate by Carrier Electrical Services (Aust)	01/07/2025

Building Commission NSW

FIRE SAFETY SCHEDULE

FORM

Part 10 of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*

Please note:

1. A fire safety schedule must deal with the whole of the building not just part of the building.
2. Please complete all sections in full using CAPITAL LETTERS.

Section 1: Location of the building

Address (street number, street name, suburb and postcode)
659 VICTORIA RD (AKA 2 APPLEROTH ST), MELROSE PARK NSW 2114

Lot No. (if known)	**CP/DP/SP No. (if known)**	**Building name (if applicable)**
LOT 11, DP 1238936, LOT 2, DP 1248652		

Section 2: Reissue of Fire Safety Schedule (Section 80A of the Regulation)

☒ Not applicable – Fire Safety Schedule is not being reissued.

☐ Reissued Fire Safety Schedule (please state reason below)

Reason for Reissue of Schedule

☐ Original Schedule lost or destroyed	☐ Correction of errors or omissions.

Section 3: Reference details (Section 78 of the Regulation)

Reference type	**Reference number (if known)**
CONSTRUCTION CERTIFICATE	OC2A001A1

Section 4: Fire safety measures for the building – excluding critical fire safety measures (Section 79 of the Regulation)

Current (existing)

Item No	**Fire safety measure (current/existing)**	**Minimum standard of performance**
1.		

Proposed (new or modified including section 84(6) of the Regulation)

Item No	**Fire safety measure (proposed)**	**Minimum standard of performance**
1.	ACCESS PANELS, DOORS & HOPPERS TO FIRE RESISTING SHAFTS	BCA CLAUSES C3.13 AS1530.4-2014 AND MANUFACTURERS SPECIFICATIONS FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025
2.	AUTOMATIC FAIL SAFE DEVICES	BCA CLAUSE D2.22

Item No	Fire safety measure (proposed)	Minimum standard of performance
		AS1670.1-2015, AS1670.1-2018 AND AS2118.1-2017 FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025
3.	AUTOMATIC FIRE DETECTION & ALARM	BCA CLAUSE C3.15, E2.2, NSW TABLE E2.2A, CLAUSE 8 OF SPECIFICATION E1.5, CLAUSES 3, 4, 5, 6 AND 7 OF SPECIFICATION E2.2A, AS1670.1-2018, AS1670.3-2018, AS3786-2014, AS4428.1-1998, AS/NZS 3013-2005, AS3000-2018 FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025
4.	COMBINED FIRE HYDRANT & SPRINKLER SYSTEM	BCA CLAUSE C3.15, E1.3, E1.5, SPECIFICATION E1.5, CLAUSE 7 OF SPECIFICATION E2.2A AS2118.1-2017, AS2118.6-2012, AS2941-2013, AS/NZS 3500.1-2018, AS2419.1-2005, AS/NZS 3013-2005 FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025
5.	EMERGENCY LIFTS	BCA CLAUSE E3.2, E3.4, E3.7, E3.8, E3.9, E3.10, SPECIFICATION E3.1 AS1735.11-1986, AS1735.12-1999, AS3000-2018 FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025
6.	EMERGENCY LIGHTING	BCA CLAUSES E4.2, E4.4, AS2293.1-2018
7.	EMERGENCY WARNING & INTERCOMMUNICATION SYSTEM	BCA CLAUSE E4.9 AS1670.4-2018, AS4428.4-2016 AND AS/NZS3013-2005 FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025
8.	EXIT SIGNS	BCA CLAUSES E4.5, NSW E4.6, E4.8, AS 2293.1-2018 AND AS 2293.3-2018
9.	FIRE ALARM MONITORING COMMUNICATION LINK	CLAUSE 3.3.2.1 OF AS2118.1-2017, AS1670.3-2018, AS4428.6-2015 & AS/NZS 3013-2005
10.	FIRE CONTROL CENTRES & ROOMS	BCA CLAUSE E1.8 AND SPECIFICATION E1.8
11.	FIRE DAMPERS	BCA CLAUSE C3.15 AS1530.4-2014, AS1668.1-2015 AND AS1682.1 & 2-2015
12.	FIRE DOORS	BCA CLAUSES C2.12, C2.13, C3.8, C3.11, SPECIFICATION C3.4 AS1905.1-2015 FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025
13.	FIRE HOSE REEL SYSTEMS	BCA CLAUSES C3.15, E1.4, AS2441-2005, AND AS/NZS3500.1-2018
14.	FIRE RATED BOUNDING CONSTRUCTION	BCA CLAUSES C1.1, C3.16, SPECIFICATIONS C1.1, AS1530.4-2014
15.	FIRE RATED LIFT LANDING DOORS	BCA CLAUSE C3.10 AS1735.11-1986

Item No	Fire safety measure (proposed)	Minimum standard of performance
16.	FIRE SEALS - CAVITIES	BCA CLAUSE C3.16, SPECIFICATION C1.1, AS1530.4-2014 FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025
17.	FIRE SEALS - CONSTRUCTION JOINTS	BCA CLAUSE C3.16, SPECIFICATION C1.1, AS1530.4-2014
18.	FIRE SEALS - ELECTRICAL	BCA CLAUSES C3.15, AS1530.4-2014 AND AS4072.1 -2005
19.	FIRE SEALS - HYDRAULIC	BCA CLAUSE C3.15 AS1530.4-2014 AND AS4072.1 -2005
20.	FLOOR, WALL & CEILING FIRE HAZARD PROPERTIES	BCA CLAUSE C1.10, G6.2, CLAUSE 3, 4, 6 & 7 OF BCA SPECIFICATION C1.10 AND AS5637.1-2015
21.	LIGHTWEIGHT CONSTRUCTION	BCA CLAUSES C1.1, C1.8, SPECIFICATIONS C1.1, C1.8, AS1530.4-2014
22.	MECHANICAL AIR HANDLING SYSTEMS - CARPARK VENTILATION SYSTEM	BCA CLAUSE E2.2, NSW TABLE E2.2A CLAUSE 5.5 OF AS/NZS1668.1-2015, AS4254.1-2012 AND AS4254.2-2012
23.	MECHANICAL AIR HANDLING SYSTEMS - EXIT PRESSURISATION	BCA CLAUSE E2.2, NSW TABLE E2.2A, CLAUSE 6 OF SPECIFICATION E2.2A AS/NZS1668.1 – 2015, AS4254.1-2012, AS4254.2-2012 AND AS/NZS 3013-2005
24.	PATHS OF TRAVEL	BCA CLAUSE D1.6, D1.10 EP&A REGULATIONS 2000
25.	PORTABLE FIRE EXTINGUISHERS	BCA CLAUSE E1.6, TABLE E1.6 AS2444-2001
26.	SMOKE AND HEAT ALARMS	BCA CLAUSE E2.2, CLAUSE 3 OF SPECIFICATION E2.2A AS3786-2014
27.	SMOKE SEALS	AS1530.7-2007, AS1530.4-2014, AS6905-2007 FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025
28.	WALL-WETTING DRENCHERS - EXTERNAL OPENINGS	BCA CLAUSE C3.4, SPECIFICATION C3.4 FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025
29.	WARNING & OPERATIONAL SIGNS	BCA CLAUSES D3.6, D2.23, E3.3, E3.9, E3.10 CLAUSE 183 OF THE E P AND A REGULATION 2000 FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025

Details of Fire Safety Building Code of Australia (BCA) Performance Solution Report(s)

Ref No/Title of report/Author/ Date	BCA performance requirements	BCA DtS Provision(s) and details of non-compliance
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	EP1.3	1. BCA CLAUSE E1.3 - - DUE TO THE BOOSTER LOCATED AT THE SOUTHERN FAÇADE OF BUILDING 3, IT WILL NOT BE WITHIN SIGHT OF THE MAIN ENTRANCE OF BUILDINGS 1 AND

Ref No/Title of report/Author/ Date	BCA performance requirements	BCA DtS Provision(s) and details of non-compliance
		2 TO THE EAST, BUILDING 4 AND 5 TO THE WEST AND BUILDING 6 TO THE NORTH. - THE LOCATION OF THE FIRE BRIGADE BOOSTER ASSEMBLY IS WITHIN 10 M OF THE HARDSTAND.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	CP2, CP8	2. BCA CLAUSE C3.13 - THE GARBAGE CHUTE/SHAFT OPENS DIRECTLY INTO THE RESIDENTIAL CHUTE COMPACTOR ROOMS IN BASEMENT 01 AND 02 WHICH FORMS THE BASE OF THE GARBAGE CHUTE / SHAFT.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	CP2	3. BCA CLAUSE C2.7 OF SPECIFICATION C1.1, CLAUSE C3.8 - THE ROOF ACCESS HATCHES INSTALLED ON THE TOP OF THE FIRE STAIRS NEED MANUAL PULL DOWN TO CLOSE, IN LIEU OF BEING SELF-CLOSING.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	DP4, EP2.2	4. BCA CLAUSE D1.2 - ONE EXIT IS PROVIDED TO BUILDING 6 FROM LEVELS 3-8 AND BUILDING 3 FROM LEVELS 3-8, IN LIEU OF 2 EXITS.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	CP2, CP8	5. BCA CLAUSE TABLE 3 OF SPECIFICATION C1.1, C3.11, C3.15 AND C3.16. - THE SEALANT HAS NOT BEEN TESTED ADJACENT TO A NON-FIRE-RESISTING EXTERNAL WALL, AND THE INCLUDING THE SARKING CONTINUOUS SARKING, AND A DAMP-PROOF COURSE
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	DP4, EP2.2	6. BCA CLAUSE D1.4 AND D1.5 - THE EXIT TRAVEL DISTANCES WITHIN THE CARPARK AREAS ON BASEMENT 2, BASEMENT 1 AND LEVEL 1 ARE UP TO 30M TO A POINT OF CHOICE OF 2 EXITS IN LIEU OF 20 M, UP TO 60 M TO AN EXIT IN LIEU OF 40 M, AND UP TO 85 M BETWEEN ALTERNATIVE EXITS IN LIEU OF 60 M APART, AS FOLLOWS: • BASEMENT 2: UP TO 30 M TO A POINT OF CHOICE UP TO 60 M TO AN EXIT UP TO 80 M BETWEEN EXITS • BASEMENT 1: UP TO 30 M TO A POINT OF CHOICE UP TO 49 M TO AN EXIT UP TO 80 M BETWEEN EXITS • LEVEL 1 (GROUND): UP TO 30 M TO A POINT OF CHOICE UP TO 60 M TO AN EXIT UP TO 85 M BETWEEN EXITS
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	DP4, EP2.2	7. BCA CLAUSE D1.4 AND D1.5 - VARIOUS SOUS WITHIN LEVELS 1-13 IN BUILDING I HAVE UP TO 10 M TO A POINT OF CHOICE IN LIEU OF 6 M.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	EP1.3, EP1.4, EP1.6	8. BCA CLAUSE E1.3 SPECIFICATION E1.5, CLAUSE 6 - THE HYDRANT PUMPROOM AND SPRINKLER VALVE ROOM ARE NOT DIRECTLY CONNECTED TO AN OPEN SPACE; ACCESS TO THE PUMP ROOM AND SPRINKLER VALVE ROOM IS VIA A FLIGHT OF STAIRS FROM THE EASTERN STREET FRONT, VIA A SMALL PASSAGEWAY AND AIRLOCK AND INTO THE 2-HOUR FIRE SEPARATED ROOM.

Ref No/Title of report/Author/ Date	BCA performance requirements	BCA DtS Provision(s) and details of non-compliance
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	EP4.3	9. BCA CLAUSE E4.9 - THE WARNING SYSTEM SERVING THE EXTERNAL BALCONIES AND INTERNAL BATHROOMS/LAUNDRIES WILL NOT CONTAIN A SOUND PRESSURE LEVEL OF 75 DB(A) AND SPEECH INTELLIGIBILITY WITH THE BALCONY / BATHROOM DOORS CLOSED HOWEVER, IT WILL CONTAIN A SOUND PRESSURE LEVEL OF 75 DB(A) WITH THE BALCONY / BATHROOM DOORS OPEN.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	CP1, CP2	10. BCA CLAUSE TABLE 3 OF SPECIFICATION C1.1, - THE FRLS TO THE INTERNAL WET AREA AND EXTERNAL BALCONY FLOOR SLABS TO THE BUILDING ARE TO BE REDUCED FROM 90/90/90 TO 60/60/60 BASED ON A 20 MM SLAB THICKNESS REDUCTION FROM 200 MM TO 180 MM.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	CP2, CP8	11. BCA CLAUSE CLAUSE AND SPECIFICATION C3.15 - THE SPRINKLER PIPES THAT PASS THROUGH THE FIRE RATED WALLS AND FLOORS ARE NOT WRAPPED, THEY SERVE MORE THAN 2 FIRE COMPARTMENTS, AND THEY ARE NOT PROTECTED BY A METAL GUARD OR THE LIKE SO THAT COMBUSTIBLE MATERIALS ARE NOT ABLE TO BE LOCATED WITHIN 100MM OF THE PIPES FOR A DISTANCE OF 2M FROM THE PENETRATIONS.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	EP3.2	12. BCA CLAUSE E3.4 - • ALL LIFTS WITHIN THE BUILDING ARE EMERGENCY LIFTS AND THE WALLS BETWEEN EACH PAIR OF EMERGENCY LIFTS ARE NOT FIRE RATED SUCH THAT THEY ARE CONTAINED WITHIN THEIR OWN FIRE-RESISTING SHAFT.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	CP2	13. BCA CLAUSE C1.9 - SOME PARTS OF THE EXTERNAL CONCRETE WALLS TO BASEMENT 1, LEVEL 1 AND LEVEL 2 COMPRISE DINCEL WALLS WHICH ARE PARTLY OF COMBUSTIBLE CONSTRUCTION AS THEY ARE AN EXTRUDED ENGINEERED POLYVINYL CHLORIDE (PVC) PERMANENT STAY IN PLACE FORMWORK SYSTEM FILLED WITH CONCRETE
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	CP2	14. BCA CLAUSE C1.9 - TIMBER NOGGINGS ARE PROVIDED WITHIN SOME OF THE EXTERNAL WALLS AND NON-LOADBEARING FIRE-RESISTING INTERNAL WALLS.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	EP1.4	15. BCA CLAUSE E1.5 - THE MAIN SWITCH ROOM AND SUBSTATION ON BASEMENT 1, WILL NOT BE PROVIDED WITH SPRINKLERS GIVEN THAT THEY ARE BOTH 120/120/120 FRL FIRE SEPARATED FROM THE REST OF THE BUILDING AND CONTAIN SMOKE DETECTORS.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	CP2	16. BCA CLAUSE C1.9 AND C1.14. - PLASTIC PACKERS ARE USED FOR THE WINDOW SUBFRAMES TO THE EXTERNAL WALLS AND BETWEEN THE TOP HATS AND THE SARKING TO THE EXTERNAL WALLS.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	CP1, CP2	17. BCA CLAUSE C1.1, C2.8, C2.9 SPECIFICATION C1.1 - THE FRLS TO THE WALLS TO THE RETAIL AND SERVICES AREA ARE TO BE REDUCED FROM 180/180/180 AND 240/240/240, TO 120/120/120. • THE ENCLOSURE TO THE STORAGE AREA ON LEVEL 2 IS PROPOSED TO ACHIEVE FRL 120/120/120 SINCE IT COMPRISES LESS THAN 10% OF THE FLOOR AREA OF LEVEL 1. • AN AUTOMATIC FIRE DETECTION AND ALARM SYSTEM IS TO BE PROVIDED THROUGHOUT THE RETAIL AND SERVICES AREA IN ACCORDANCE WITH CLAUSE 4 OF SPECIFICATION E2.2A OF THE BCA AND AS 1670.1-2018 (10 M SPACING).

Ref No/Title of report/Author/ Date	BCA performance requirements	BCA DtS Provision(s) and details of non-compliance
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	DP5, EP2.2	18. BCA CLAUSE D1.7 - • EGRESS FROM STAIR 6-4 NECESSITATES PASSING UNDERNEATH THE COVERED OUTDOOR DINING AREA STRUCTURE • TWO ALTERNATIVE EGRESS ROUTES ARE PROVIDED FROM STAIR 5-2, STAIR 5-1, STAIR 4-1, AND STAIR 2-1, IN LIEU OF PROTECTING THE ADJACENT OPENINGS. • THE DISCHARGE FROM FIRE STAIRS 1-2 AND 1-3 ON LEVEL 1 DISCHARGES TO AN AREA THAT IS OPEN FOR APPROXIMATELY ¼ OF ITS PERIMETER, IN LIEU OF 1/3.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	CP2, DP4	19. BCA CLAUSE C2.14 - • THE RESIDENTIAL PUBLIC CORRIDOR WITHIN THE BUILDING IS UP TO 72 M IN LENGTH IN LIEU OF A MAXIMUM OF 40 M AND IT IS NOT PROVIDED WITH SMOKE DOORS.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	EP1.3, EP1.4	20. BCA CLAUSES E1.3 & E1.5 - THE RISERS OF EACH RING MAIN SERVING THE COMBINED SPRINKLER/HYDRANT SYSTEM WILL BE WITHIN EACH STAIR SHAFT OF BUILDINGS 3, 4 AND 6.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	EP1.3	21. BCA CLAUSE E1.3 - THE RISERS OF EACH RING MAIN SERVING THE COMBINED SPRINKLER/HYDRANT SYSTEM WILL BE WITHIN EACH STAIR SHAFT OF BUILDINGS 3, 4 AND 6, THERE IS ONLY ONE HYDRANT PER LEVEL, IF THE HYDRANT IS ISOLATED, THEREFORE LESS THAN 50% HYDRANTS WILL BE ABLE TO BE ISOLATED.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	EP1.3	22. BCA CLAUSE E1.3 - THE LENGTH OF HOSE REQUIRED TO EXTEND ONTO THE BALCONY OF UNITS 2X10 (THAT IS, UNIT 10 OF EACH LEVEL OF BUILDING 2 FROM LEVEL 3 TO LEVEL 10 INCLUSIVE) AND UNITS 2X05 (THAT IS UNIT 05 OF EACH LEVEL OF BUILDING 2 FROM LEVEL 2 TO LEVEL 10) AND UNIT 5303 IN BUILDING 5, IS UP TO 36 M, WHICH EXCEEDS THE 30 M HOSE LENGTH, ALTHOUGH ALL PARTS OF THE UNITS (INCLUDING BALCONIES) ARE WITHIN THE 10 M HOSE STREAM.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	EP1.3	23. BCA CLAUSE E1.3 - UNITS 1101, 1102, AND 1201 IN BUILDING 1, UNIT 5303 IN BUILDING 5 AND UNIT 4202 IN BUILDING 4 ARE TWO-LEVEL APARTMENTS THAT INCLUDE INTERNAL STAIRS, WHICH MEANS THAT HYDRANT COVERAGE IS ACHIEVED VIA THE INTERNAL STAIRS.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	EP1.3	24. BCA CLAUSE E1.3 - THE HYDRANTS SERVING UNITS U1101, U1102, U2105, U2106 AND U4201 ARE LOCATED ON A MID-LANDING SO THE HOSE MUST TRAVERSE THE STAIRS TO REACH THE UNITS.
FIRE ENGINEERING REPORT NUMBER 17332-R2-V7 BY PETER GARDNER & ASSOCIATES PTY LTD, DATED 15/09/2025	CP2, CP8, DP5 & EP2.2	25. BCA CLAUSE D2.12 - SOME SERVICE PENETRATIONS (E.G., RAINWATER OUTLETS, DOWNPIPES, MECHANICAL EXHAUST OUTLET ETC) THROUGH THE SLAB ARE LOCATED WITHIN 3 M OF THE PATHS OF TRAVEL FROM THE EGRESS DISCHARGE LOCATIONS.

Section 5: Critical fire safety measures – where applicable to the building (Section 79 of the Regulation)

Note: A critical fire safety measure is one where the performance is verified at intervals of less than 12 months through the submission of a supplementary fire safety statement.

Current (existing)

Item No	Fire safety measure (current)	Minimum standard of performance
1.	NOT APPLICABLE	

Proposed (new or modified including section 84(6) of the Regulation)

Item No	Fire safety measure (proposed)	Minimum standard of performance
1.	NOT APPLICABLE	

Section 6: Details of approved exemptions from compliance with BCA standards for a relevant fire safety system (Section 74 of the Regulation)

Item No	Relevant fire safety measure	Description of exemptions
1.	NOT APPLICABLE	

Section 7: Name of authority or registered certifier issuing this schedule

Name	Organisation (business, relevant authority or council)
STEVEN SAAD	CERTIFIED BUILDING SPECIALISTS P/L

Business address (street number, street name, suburb and postcode)
44B BELMORE ST EAST, OATLANDS NSW 2117

Registration Number (where applicable)
BDC-0794

Date of issue
03/10/2025

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