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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	STONE REAL ESTATE - Maroubra Shop 7, 160 Maroubra Road, Maroubra NSW 20235	T. 02 8201 3388 Ref: Ivan Gunawan (M. 0421 032 760) E: ivangunawan@stonerealestate.com.au
co-agent		
vendor	LEONARD SAUYUAN TENG	
vendor's solicitor	**JETS CONVEYANCING** PO Box 1010, Randwick NSW 2031 Suite 4, 126-128 Avoca St, Randwick NSW 2031	T. 02 8385 8369 Ref: Lena Sutanto (M. 0431 78 17 17) E: jetsconveyancing@gmail.com
date for completion	**42nd** day after the contract date (clause 15)	
land (address, plan details and title reference)	**309/38 Oxford Street, Epping NSW 2121** **Lot 164 in Strata Plan 100257** **Folio Identifier 164/SP100257**	
	☐ 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: Clothes Dryer			

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

PREMIUM STRATA
T. 02 9281 6440
Suite 3, Level 2, 189 O'Riordan Street, Mascot NSW 2020
E: info@premiumstrata.com.AU

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CERTIFICATE UNDER SECTION 66W OF THE CONVEYANCING ACT 1919

I, (Solicitor/ Licenced Conveyancer)

of

Certify as follows:

1. I am a Solicitor/Licenced Conveyancer

2. I am giving this certificate in accordance with section 66W of the Conveyancing Act, 1919 with reference to a contract for sale of property at **309/38 Oxford Street, Epping NSW 2121**
   from the Vendor/s **Leonard Sauyuan Teng**
   to the Purchaser/s .....
   in order that there is no cooling off period in relation to that Contract.

3. I do not act for the vendor and I am not employed in the legal practice of a firm acting for the vendor nor am I a member of a firm of which a solicitor/licenced conveyancer acting for the vendor is a member or employee

4. I have explained to the purchaser(s)
   a. the effect of the contract for the purchase of that property
   b. the nature of this certificate
   c. the effect of giving this certificate to the vendor

Dated: ...../...../.....

.....
Solicitor/Licenced Conveyancer

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 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:

- (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller
- (c) The highest bidder is the purchaser, subject to any reserve price
- (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final
- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller
- (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person
- (g) A bid cannot be made or accepted after the fall of the hammer
- (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale

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

- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid
- (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller
- (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer

ADDITIONAL CONDITIONS

Vendor : LEONARD SAUYUAN TENG
Purchaser :
Property : 309/38 OXFORD STREET, EPPING NSW 2121

1. The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed contract, then these additional conditions shall prevail

2. The Vendor and Purchaser agree that the provisions of the printed form of Contract for the sale and purchase of land 2022 edition; shall be amended as follows:
   a. Clause 1 is amended by deleting the words 'or a building society or a credit union'
   b. Clause 5.1 and 5.2.1 and 5.2.3 are deleted
   c. Clause 7.1.1 is deleted
   d. Clause 8.1.1; by deleting the words 'on reasonable grounds'
   e. Clause 8.1.2; by deleting the words ' and those grounds'
   f. Clause 8.2.2 is deleted
   g. Clause 14.1: to exclude the "land tax"
   h. Clause 14.4: delete the words "must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other" and insert the words "must adjust" after the words "The Parties"
   i. Clause 14.4.2 is deleted
   j. Clause 19.2.1: to add the sentence – if no default by the purchaser- after "refunded"
   k. Clause 23.6.1 and 23.7 and 23.9.4 are deleted
   l. Clause 23.14 is amended by amend 7 days to 2 days
   m. Clause 23.13 is deleted. The Purchaser hereby undertakes to provide a copy of the information certificate for the lot to the Vendor at least 3 business days prior to completion. The Purchaser is not entitled to delay settlement or make requisitions or objections for failure to apply the said certificate
   n. Clause 24.1 is deleted
   o. Clause 24.4.3 is deleted
   p. Clause 25.1.1 to delete the word "limited"
   q. Clause 31.2: by amend "5 business days" to "2 business days"

3. Subject to the warranties in the Printed Form, the property together with the appurtenances is sold in its present state of repair and the purchaser acknowledges that the purchaser buys the property relying on the purchaser's own inspection, knowledge and enquiries and that the purchaser does not rely upon any warranties or representations made to the purchaser by or on behalf of the vendor. The vendor is not liable for any loss occasioned by mechanical breakdown of any part of the property included in the sale. The purchaser cannot make a claim or rescind or terminate in this regard.

4.1 It is further agreed that if settlement of this Contract does not take place at the date of completion provided for herein interest at the rate of 8% per annum adjusted on a daily basis shall be paid on all monies owing under this Contract by the purchaser to the vendor from and including the day after the date for completion provided for herein until the date this Contact is completed provided the delay is not due to a default by the vendor, and

4.2 The Purchaser agrees that this interest represents a fair and reasonable pre-estimate of the damages which may be suffered by the vendor in the event of a default by the Purchaser as to time.

5.1 The vendor and the purchaser agree that should any events arise that might entitle a party to issue a Notice to Complete on the other then such party shall be entitled to serve such a Notice on the other requiring the other to complete the Contract within a period of fourteen (14) days from the date of such service making time of the essence of the Contract.

5.2 If due to the default of the purchaser or their mortgagee and through no fault of the vendor, the vendor issues a Notice to Complete then the purchaser must pay to the vendor $200.00 on completion as compensation for the additional legal expenses incurred by the vendor for issuing the notice. This is an essential term of this contract.

6 The property is sold and the purchaser shall take title subject to all matters noted on the relevant Certificate of Title other than any mortgage; writ; caveat noted thereon and the purchaser shall make no requisition objection or claim for compensation notwithstanding that such matters are not disclosed in this Contract.

7 The purchaser acknowledges that a sufficient statement of the vendor's title for the purposes of clause 4 of this contract included in the description of the property; such statement shall have been deemed to have been given to the Purchaser at the date hereof. the purchaser shall not be entitled to require the vendor to serve any further statement of the vendor's title upon the purchaser

8 The purchaser warrants that the purchaser was not introduced to the property by or through any agent other than one named on the Printed Form and did not learn that the property was for sale through any other agent and agrees to indemnify and keep indemnified the vendor against any claim or claims by any other such agent for Commission or otherwise in respect of the sale. This clause shall not merge on completion.

9 Should a party or any of them in the case of individual natural persons prior to completion die or become mentally ill or bankrupt or enter into any scheme contract or assignment for the benefit of creditors or should a party in the case of a company prior to completion enter into liquidation whether compulsorily or involuntarily or if it should be placed under official management then in any of such instances a party may in writing to the other party or the purchaser's solicitor rescind this Contract in which case the provisions of clause 19 of the Printed Form shall apply. This provision shall not negate limit or restrict any rights or remedies available to the other party at law or in equity had this clause not been included herein.

10 The Purchaser warrants that he/she is not a foreign person for the purposes of the Foreign Acquisitions and Takeovers ACT 1975 and that approval of the purchase is not required pursuant to the ACT.

11 The service of any Notice or document under or relating to this Contract may, in addition to the provisions of clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract; if any; or send by email to the email address as per advised or on their letterhead and in any such case shall be deemed to be duly given or made

12 If the Purchaser requests the settlement of this matter shall take place wherever the Purchaser's Mortgagee directs for non electronic transaction; the Purchaser agrees and warrants to pay Vendor's conveyancer agents fee to attend settlement; $330.00

13 In the event that the vendor requires the whole or part of the deposit referred to on page 1 of the contract hereof to be released for the purchase of another property, or for paying the vendor's mortgagee purposes, the purchaser hereby authorizes the release of such deposit, provided that should the deposit be required for the vendors' purchase then the deposit is to be placed in the Trust Account of the Estate Agent or Vendors' solicitor/conveyancer in such subsequent purchase.

14 If a Survey report of the property is annexed to this Contract, the Purchaser will raise no objection, requisition or make any claim for compensation in respect to any matter set out in the survey including any encroachment upon or by the subject property or any non compliance to any improvements on the subject matter with any Authority or Government laws, by laws or regulations

15 The purchaser makes no objection, requisition or claim for compensation or damages against the vendors in respect of the matter disclosed in the following certificates and the vendor does not warrant the accuracy and precision or completeness of the below mentioned certificates:
   a. S10.7 pursuant to the Environmental Planning & Assessment Act 1979
   b. Sewage Diagram

16 Company:
   In the event of the purchaser being a company and in consideration of the vendor entering into this agreement with the Purchaser the directors of the Purchasers being .....and .....("the Guarantors") jointly and severally herby guarantee to the vendor the due and punctual performance and observance by the Purchaser of its obligations under this Agreement and hereby indemnify and agree to keep indemnified the vendor from and against all losses damages liability costs and expenses of whatsoever nature accruing to the vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligation on its part to be performed or observed.

17 This clause applies if the vendor has accepted a bond as deposit or as any part of deposit. In this Contract the word "Bond" means the Bond issued to the Vendor at the request of the Purchaser
   The purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion of this contract or at other time as may be provided for the deposit to be accounted to the Vendor
   The purchaser agrees that the essential term of this contract that if the bond has an expiry date or may expire before completion of this Contract, the Purchaser will, not less than seven (7) days prior to the expiration of the bond or guarantee to replace the bond with either cash or bank cheque or a replacement bond to secure until completion date.
   If the purchaser fails for any reason to comply with the above provision such failure shall constitute a fundamental breach of Contract and the provisions of Clause 9 will apply.

18 The Purchaser hereby accepts the Vendor's title to the property and waives all Requisitions; including the standard from Requisitions and objection to title; subject to any prescribed items implied by law

19 Christmas and New Year Period:

- If Completion due between 22 December and 12 January the following year (The Christmas and new Year Period") then the completion date shall be after 12 January on business day
- Notice to complete shall not be served during The Christmas and new Year Period.
- If Contracts are exchanged subject to a Cooling off period during The Christmas and New Year Period, the expiration of the Cooling off period shall be at 5:00pm on 15 January on business days

20 In the event that the adjustment as required under this Contract was adjusted incorrectly or error or overlooked; the parties agree to correct such adjustment or error and assist to rectify the incorrect adjustment or errors within 7 days upon receipt of written notification from the other party that is entitled to the reimbursements. This condition will not merge on completion

21 This condition will apply if both parties and or one of the parties utilised a Signature Copy when entering into the contract; the original of the Signature Copy must be provided to the other party within 14 days of the contract date or before the Completion date or as agreed by the Vendor. The Parties agree and acknowledge that it is their intention to be bound by this contract on the contract date; and the enforceability of this contract will not be affected by the use of the Signature Copy

22 If a Swimming pool is included in the property and a non compliance certificate is also attached. The purchaser shall take the swimming pool, surrounds and fencing, in its present state of repair. Purchaser agrees and acknowledges of the condition and will not make any requisition, claim, objection for compensation in relation to this non compliance and in particular should the purchaser requires to rectify the non compliance to the competent authority all fees and costs will be at the purchaser's expense

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

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

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Cooling off period (purchaser's rights)

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

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

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

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

3 There is NO COOLING OFF PERIOD—

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

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

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

(d) if the contract is made in consequence of the exercise of an option 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.

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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*;

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

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do 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.

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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.

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

• Vendor

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

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

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

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

• Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

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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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

LAND REGISTRY SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 164/SP100257

SEARCH DATE	TIME	EDITION NO	DATE
22/7/2024	4:05 PM	4	26/4/2022

LAND

LOT 164 IN STRATA PLAN 100257
AT EPPING
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

LEONARD SAUYUAN TENG (T AP719761)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP100257
2 AS72161 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP100257

SEARCH DATE	TIME	EDITION NO	DATE
22/7/2024	4:06 PM	2	15/12/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100257 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT EPPING
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND
TITLE DIAGRAM SP100257

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100257
ADDRESS FOR SERVICE OF DOCUMENTS:
PO BOX 2727
TAREN POINT NSW 2229

SECOND SCHEDULE (41 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 THE TITLE DIAGRAM
4 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP100257
5 SP100257 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
6 L137680 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
7 L137680 RIGHT OF FOOTWAY APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART SHOWN SO BURDENED IN LOT 1 DP101852
8 DP1232436 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
9 DP1254392 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10 DP1254392 RIGHT OF CARRIAGEWAY 4 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
11 DP1247078 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE

END OF PAGE 1 - CONTINUED OVER

JETS-LENA-LeonardTeng PRINTED ON 22/7/2024

Any entries preceded by an asterix do not appear on the current edition of the certificate of title.
Warning: the information appearing under notations has not been formally recorded on the Register.

Hazlett Information Services hereby certifies that the information contained in this document has been provided electronically by the Registrar-General in accordance with Section 96B(2) of the Real Property Act 1900.

Hazlett Information Services

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SECOND SCHEDULE (41 NOTIFICATIONS) (CONTINUED)

OF THE LAND ABOVE DESCRIBED

12 DP1247078 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED

13 DP1247078 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

14 DP1247078 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED

15 DP1247078 EASEMENT FOR ACCESS TO SHARED FACILITIES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

16 DP1247078 EASEMENT FOR ACCESS TO SHARED FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED

17 DP1247078 EASEMENT FOR FIRE EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

18 DP1247078 EASEMENT FOR FIRE EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED

19 DP1247078 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

20 DP1247078 RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

21 DP1247078 EASEMENT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

22 DP1247078 EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

23 DP1247078 EASEMENT FOR OVERHANG, ARCHITECTURAL EMBELLISHMENTS AND OPENING DOORS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

24 DP1247078 EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

25 DP1247078 EASEMENT FOR OUTDOOR SEATING VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

26 DP1247078 EASEMENT FOR ACCESS AND USE OF MAILROOM VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

27 DP1247078 EASEMENT FOR USE (GARBAGE COLLECTION ROOM) VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

28 DP1247078 EASEMENT FOR USE (LOADING DOCK) VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO

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SECOND SCHEDULE (41 NOTIFICATIONS) (CONTINUED)

BURDENED IN THE TITLE DIAGRAM

29 DP1247078 EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

30 DP1247078 EASEMENT FOR BIKE PARKING VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

31 DP1247078 EASEMENT FOR USE (PLANT) VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

32 DP1247078 EASEMENT FOR EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

33 DP1247078 POSITIVE COVENANT REFERRED TO AND NUMBERED (22) IN THE S.88B INSTRUMENT

34 DP1247078 POSITIVE COVENANT REFERRED TO AND NUMBERED (23) IN THE S.88B INSTRUMENT

35 DP1247078 POSITIVE COVENANT REFERRED TO AND NUMBERED (24) IN THE S.88B INSTRUMENT

36 DP1247078 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (25) IN THE S.88B INSTRUMENT

37 DP1247078 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (26) IN THE S.88B INSTRUMENT

38 DP1247078 EASEMENT FOR WATER SUPPLY AND DRAINAGE OF SEWAGE AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

39 DP1247078 EASEMENT FOR WATER SUPPLY AND DRAINAGE OF SEWAGE APPURTENANT TO THE LAND ABOVE DESCRIBED

40 DP1247078 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

41 AR719217 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 100257

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	54	2	24	3	37	4	36
5	48	6	58	7	52	8	36
9	36	10	37	11	28	12	36
13	37	14	38	15	37	16	36
17	37	18	37	19	37	20	28
21	37	22	38	23	38	24	37
25	37	26	37	27	37	28	38
29	31	30	37	31	38	32	39
33	38	34	37	35	37	36	38
37	38	38	32	39	37	40	39

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FOLIO: CP/SP100257 PAGE 4

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

STRATA PLAN 100257

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
41	39	42	38	43	37	44	38
45	38	46	39	47	32	48	38
49	39	50	39	51	39	52	38
53	38	54	39	55	39	56	32
57	38	58	39	59	40	60	39
61	38	62	39	63	39	64	42
65	41	66	40	67	40	68	39
69	39	70	39	71	39	72	40
73	40	74	40	75	41	76	40
77	39	78	40	79	40	80	41
81	40	82	40	83	41	84	40
85	40	86	40	87	40	88	41
89	40	90	41	91	42	92	41
93	40	94	40	95	41	96	42
97	41	98	41	99	42	100	41
101	40	102	41	103	41	104	42
105	41	106	42	107	92	108	64
109	41	110	41	111	42	112	43
113	42	114	42	115	43	116	42
117	41	118	58	119	55	120	62
121	57	122	61	123	47	124	61
125	61	126	63	127	58	128	65
129	48	130	26	131	45	132	25
133	51	134	39	135	26	136	37
137	25	138	25	139	25	140	38
141	38	142	37	143	36	144	25
145	25	146	38	147	25	148	25
149	25	150	39	151	38	152	37
153	37	154	25	155	26	156	38
157	26	158	26	159	26	160	39
161	39	162	38	163	37	164	26
165	26	166	38	167	26	168	27
169	27	170	39	171	39	172	38
173	37	174	26	175	27	176	39
177	38	178	38	179	40	180	39
181	39	182	38	183	26	184	27
185	39	186	39	187	38	188	40
189	40	190	39	191	38	192	26
193	27	194	39	195	39	196	39
197	41	198	40	199	39	200	39
201	27	202	27	203	42	204	43
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213	50	214	39	215	41	216	41

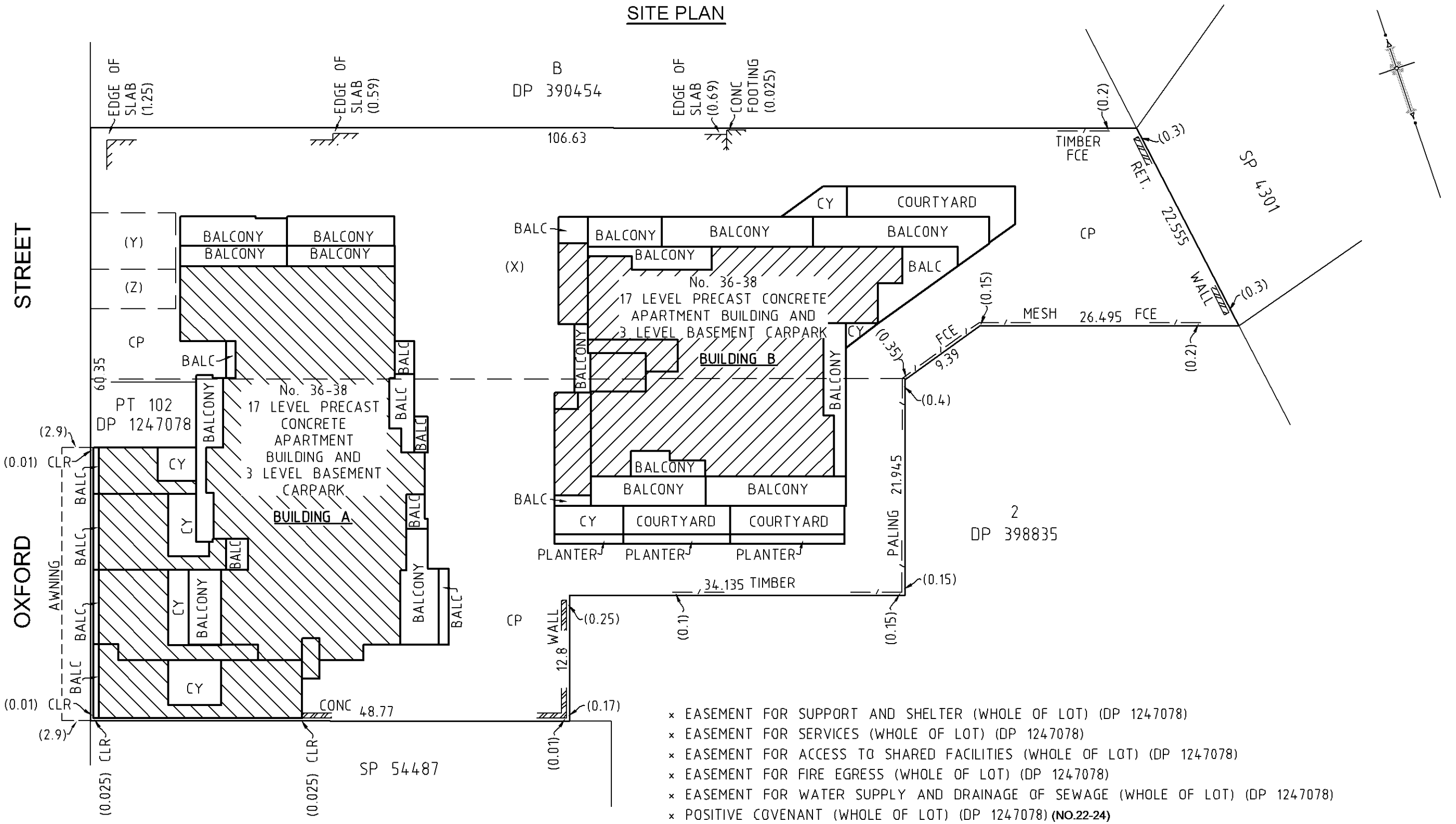
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SITE PLAN



× EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1247078)
× EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1247078)
× EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (DP 1247078)
× EASEMENT FOR FIRE EGRESS (WHOLE OF LOT) (DP 1247078)
× EASEMENT FOR WATER SUPPLY AND DRAINAGE OF SEWAGE (WHOLE OF LOT) (DP 1247078)
× POSITIVE COVENANT (WHOLE OF LOT) (DP 1247078) **(NO.22-24)**
× RESTRICTION ON THE USE OF LAND (WHOLE OF LOT) (DP 1247078) **(NO.25-26)**

(X) COVENANT (L137680)
BENEFITED BY:
- RIGHT OF FOOTWAY (L137680)

(Y) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (DP 1254392)
(Z) RIGHT OF CARRIAGEWAY 4 WIDE LIMITED IN STRATUM (DP 1254392)

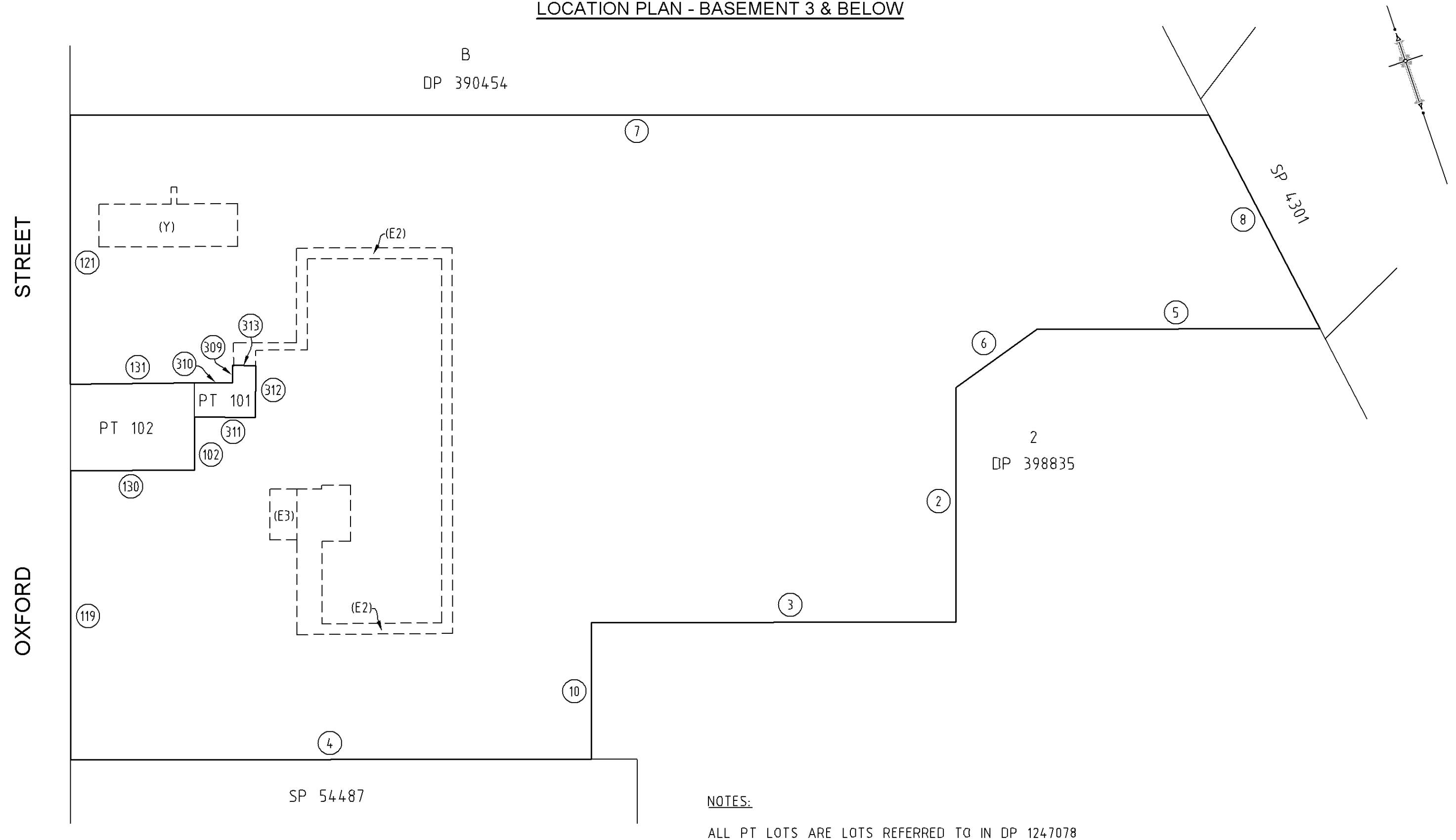
NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
CY ~ COURTYARD

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 400 Lengths are in metres.	Registered 5/11/2019	SP100257

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LOCATION PLAN - BASEMENT 3 & BELOW



SEE SHEET 11 FOR SCHEDULE OF SHORT LINES

NOTES:

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1247078

(E2) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E3) EASEMENT TO USE LIFTS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(Y) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (DP 1254392)

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 350 Lengths are in metres.	Registered 5/11/2019	SP100257

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LOCATION PLAN - BASEMENT 2

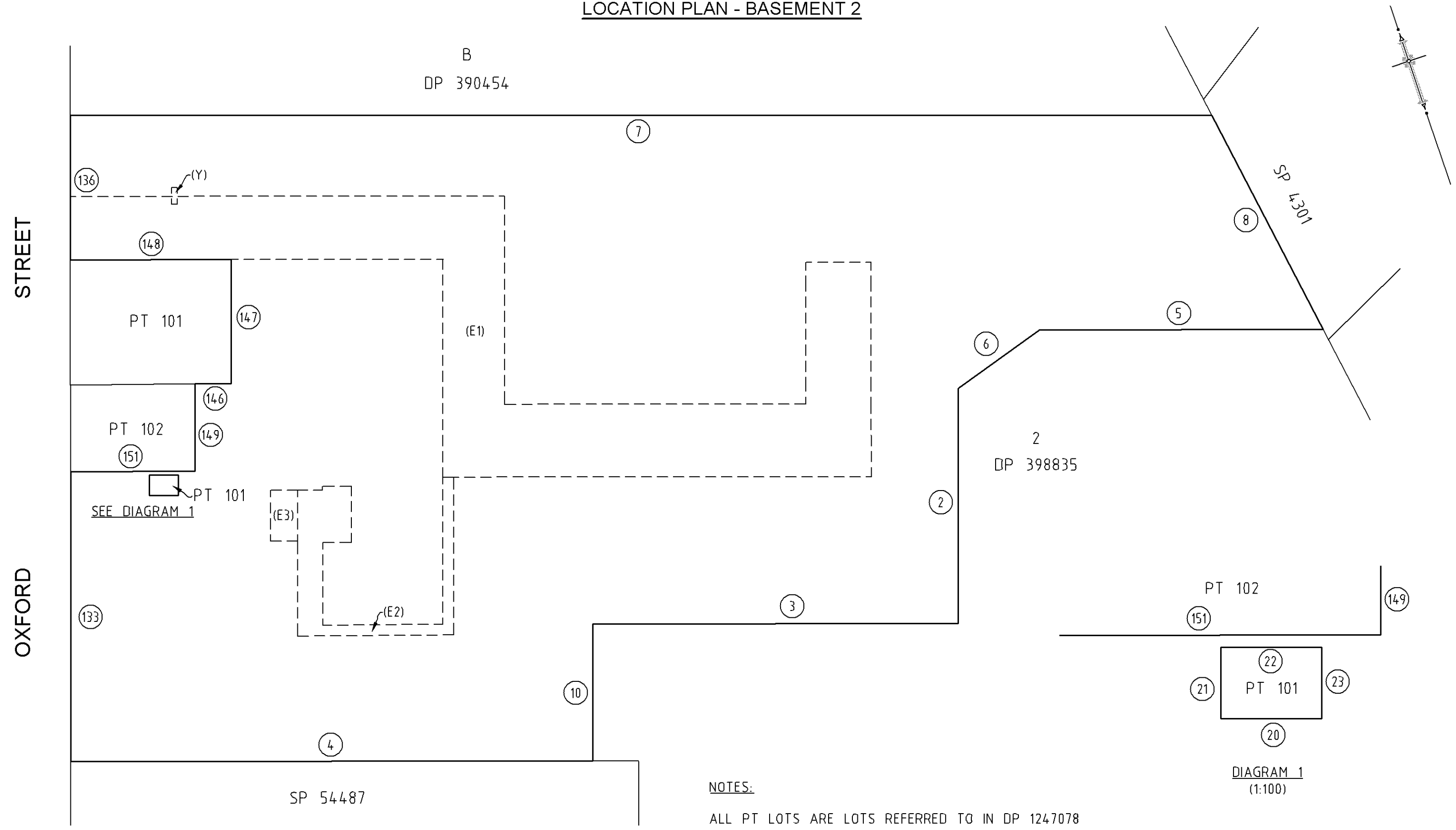


DIAGRAM 1
(1:100)

NOTES:

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1247078

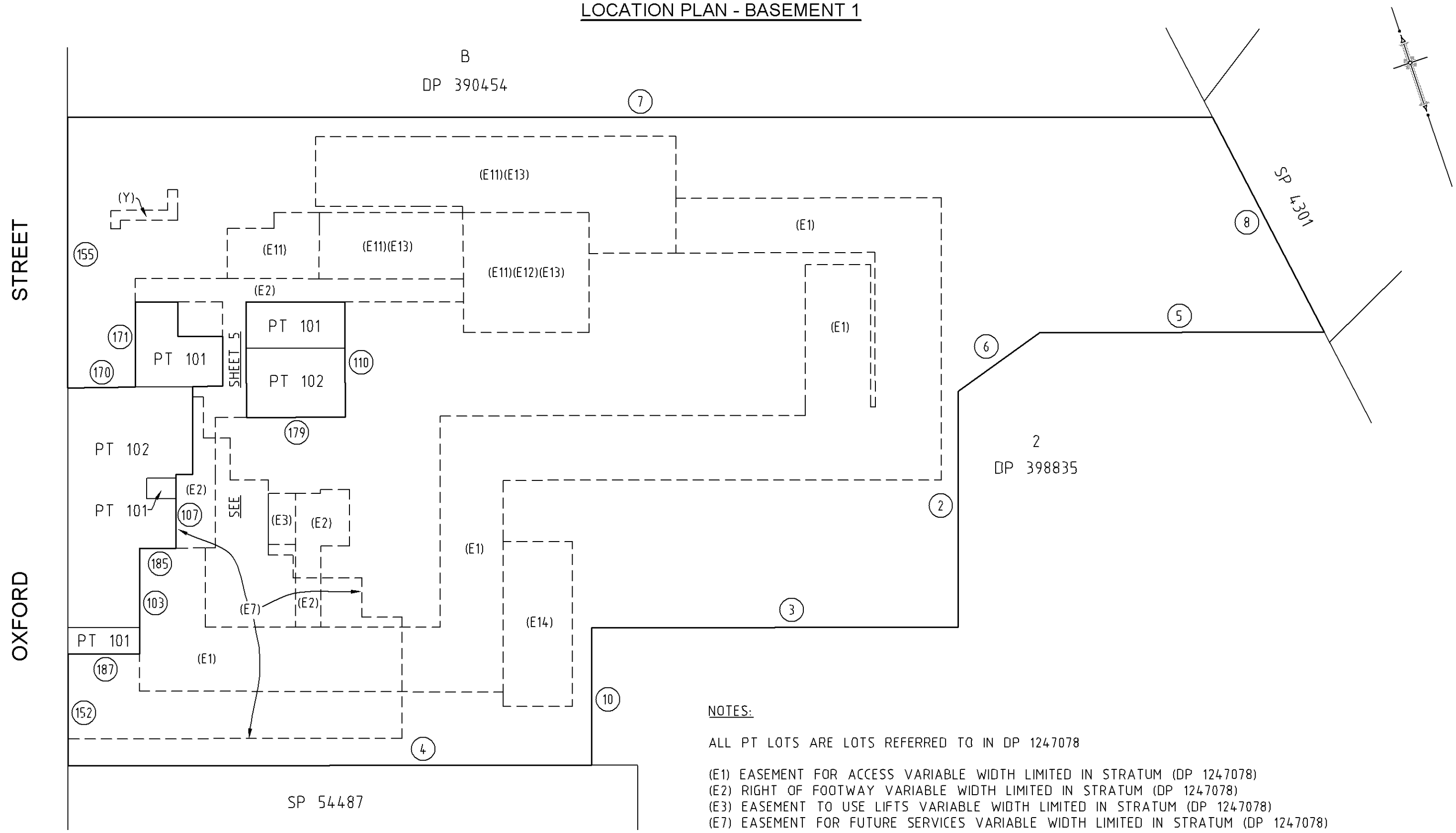
(E1) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E2) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E3) EASEMENT TO USE LIFTS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(Y) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (DP 1254392)

SEE SHEET 11 FOR SCHEDULE OF SHORT LINES

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 350 Lengths are in metres.	Registered 5/11/2019	SP100257

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LOCATION PLAN - BASEMENT 1



SEE SHEET 11 FOR SCHEDULE OF SHORT LINES

NOTES:

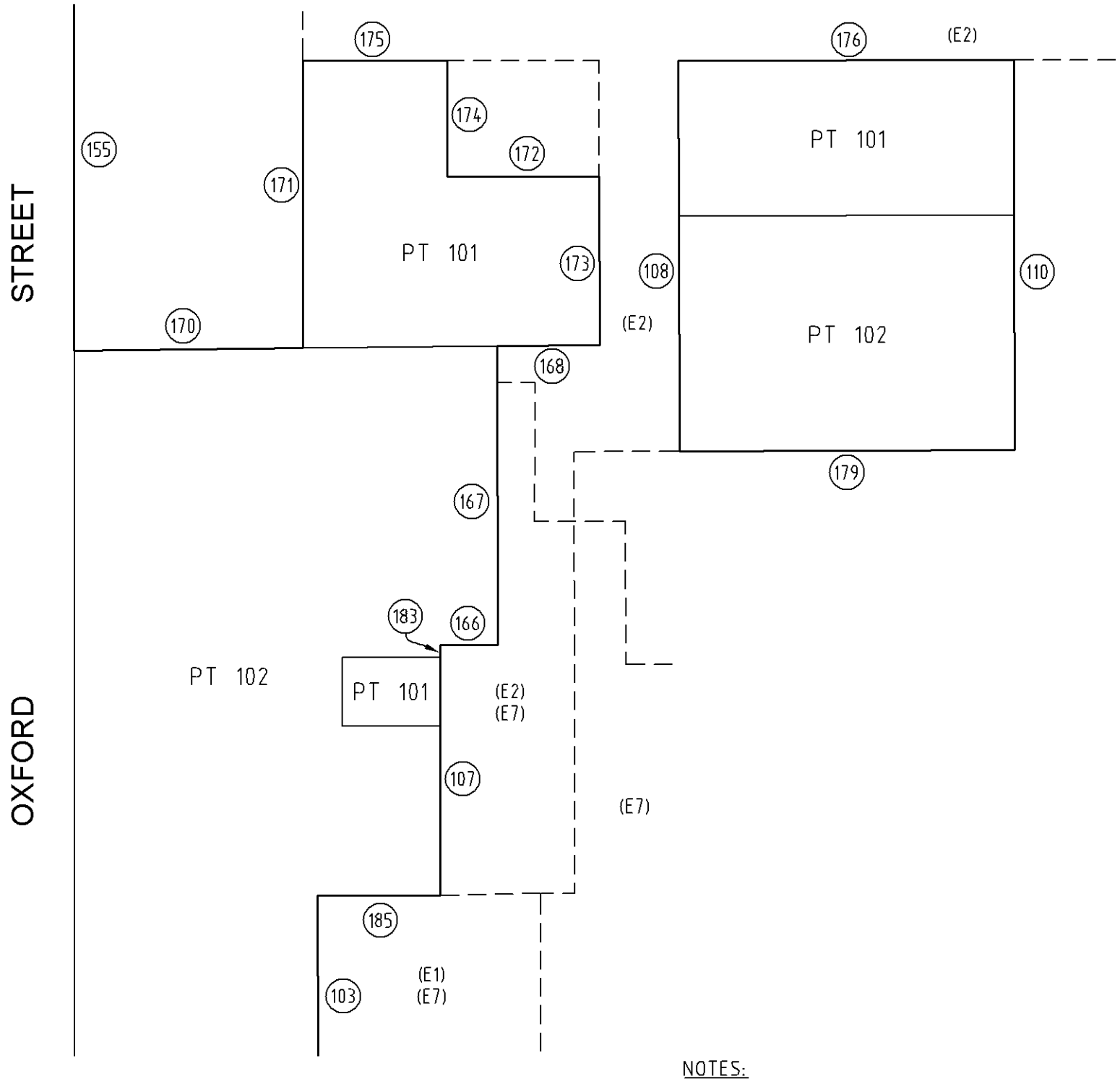
ALL PT LOTS ARE LOTS REFERRED TO IN DP 1247078

(E1) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E2) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E3) EASEMENT TO USE LIFTS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E7) EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E11) EASEMENT FOR USE (GARBAGE COLLECTION ROOM)VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E12) EASEMENT FOR USE (LOADING DOCK)VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E13) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E14) EASEMENT FOR BIKE PARKING VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(Y) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (DP 1254392)

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 350 Lengths are in metres.	Registered 5/11/2019	SP100257

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LOCATION PLAN - BASEMENT 1



NOTES:

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1247078

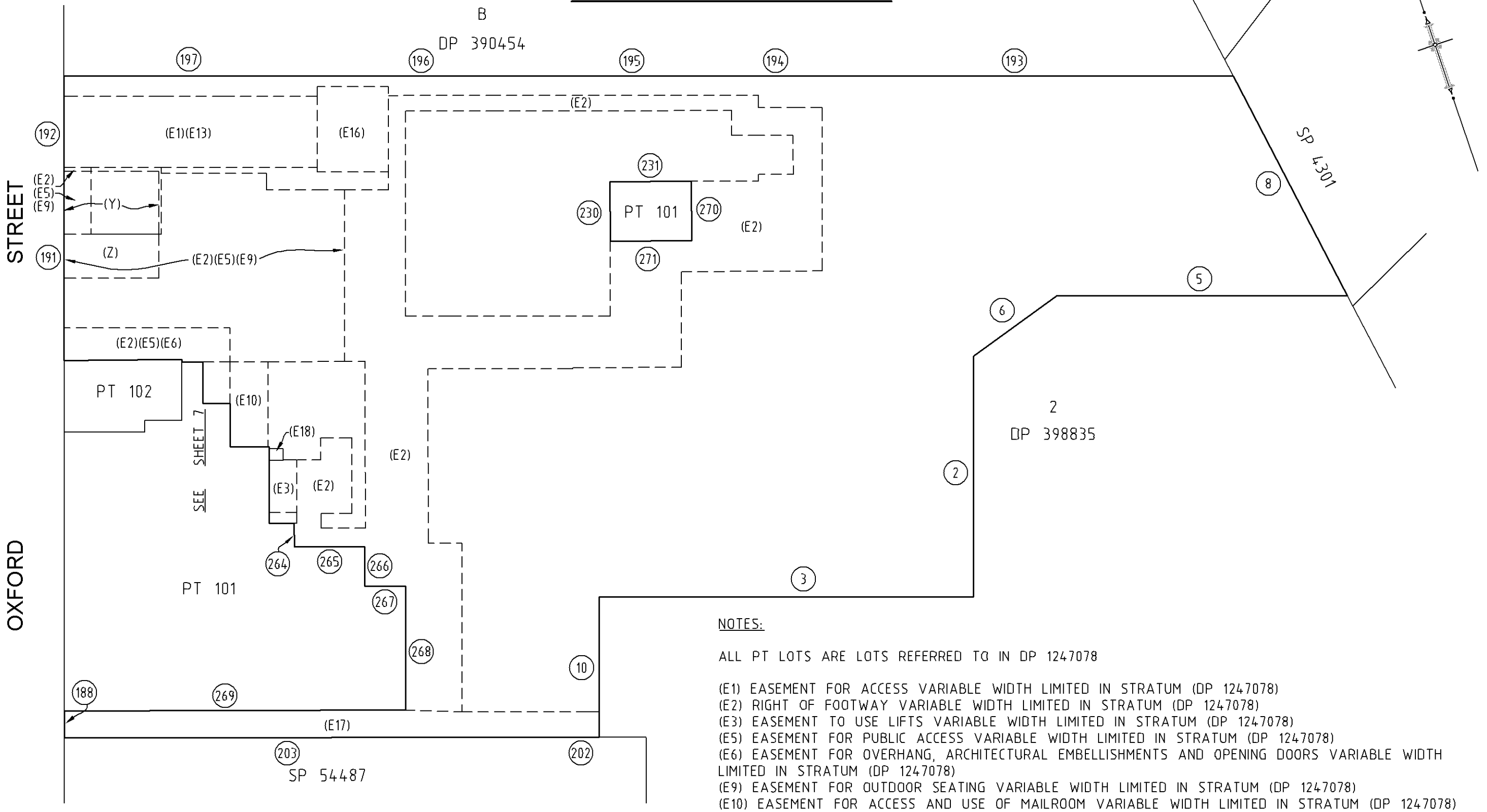
(E1) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E2) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E7) EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)

SEE SHEET 11 FOR SCHEDULE OF SHORT LINES

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 150 Lengths are in metres.	Registered 5/11/2019	SP100257

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LOCATION PLAN - GROUND FLOOR



NOTES:

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1247078

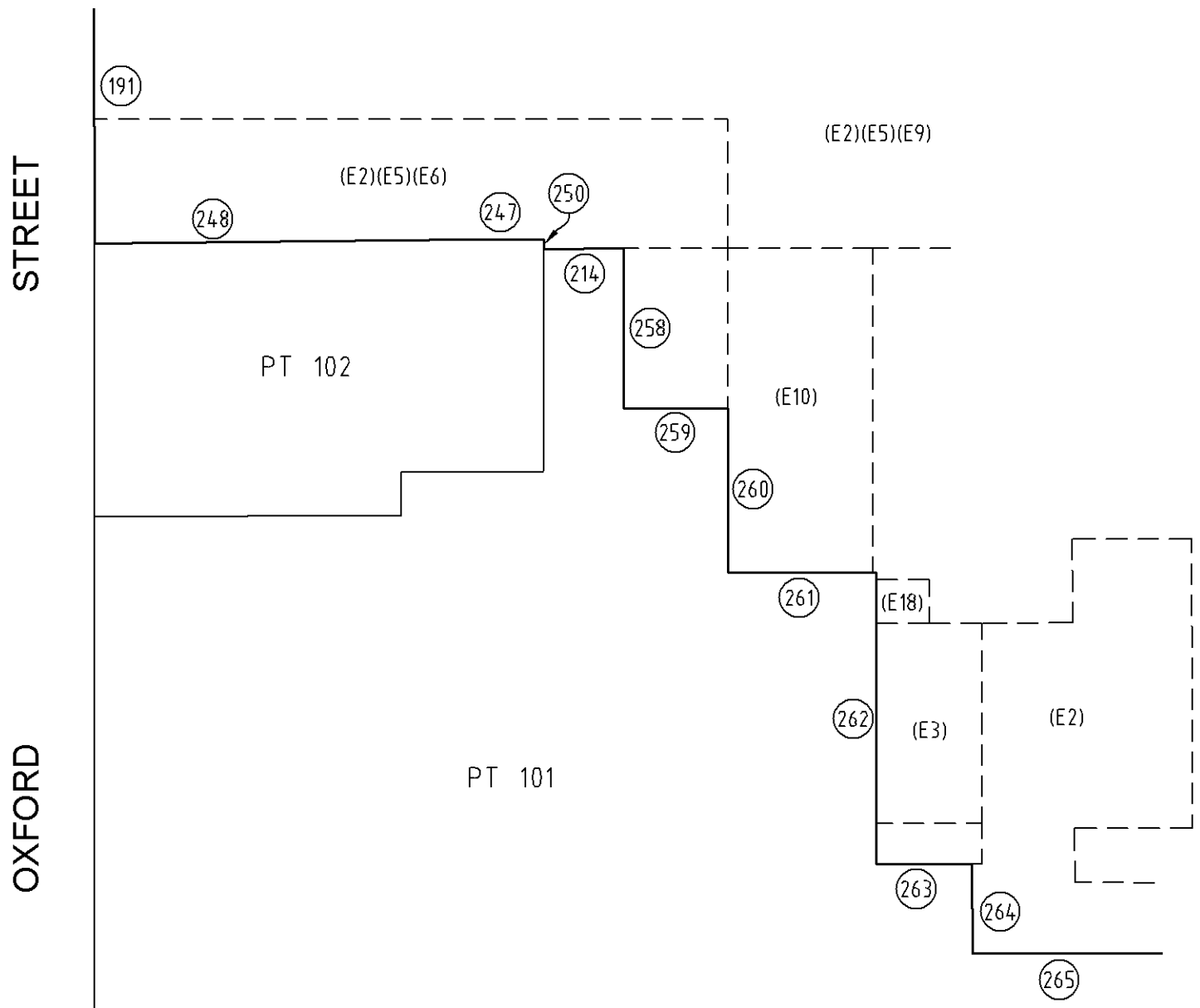
(E1) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E2) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E3) EASEMENT TO USE LIFTS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E5) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E6) EASEMENT FOR OVERHANG, ARCHITECTURAL EMBELLISHMENTS AND OPENING DOORS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E9) EASEMENT FOR OUTDOOR SEATING VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E10) EASEMENT FOR ACCESS AND USE OF MAILROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E13) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E16) EASEMENT FOR USE (PLANT ROOM) VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E17) RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E18) EASEMENT FOR EXHAUST VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(Y) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (DP 1254392)
(Z) RIGHT OF CARRIAGEWAY 4 WIDE LIMITED IN STRATUM (DP 1254392)

SEE SHEET 11 FOR SCHEDULE OF SHORT LINES

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA	Registered	SP100257
Name: JACEK IDZIKOWSKI		Locality : EPPING	5/11/2019	
Date: 30 / 07 / 2019		Reduction Ratio 1: 350		
Surveyor's Reference: 43220 008SP [PPN SP100257]		Lengths are in metres.		

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LOCATION PLAN - GROUND FLOOR



NOTES:

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1247078

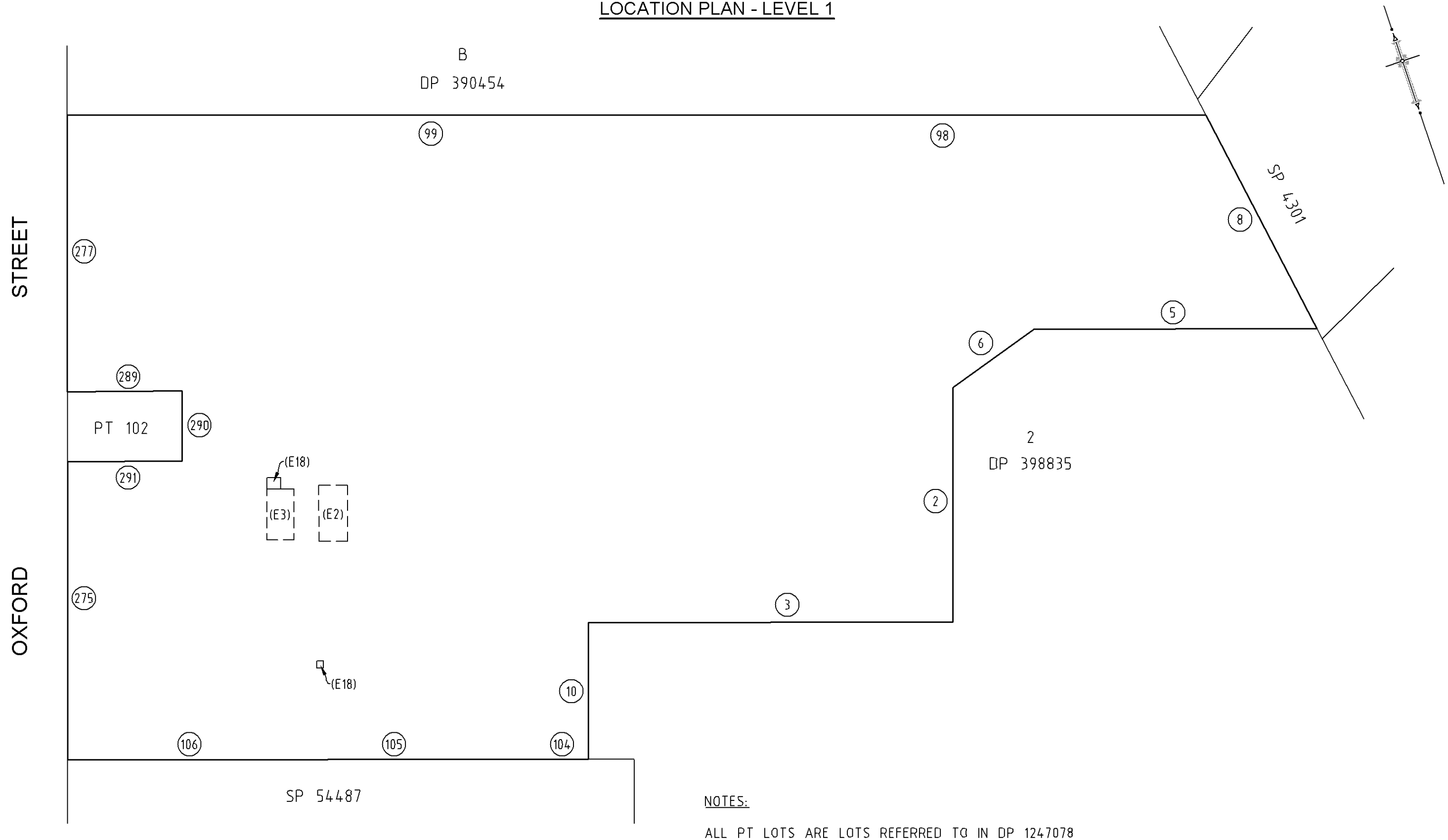
(E2) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E3) EASEMENT TO USE LIFTS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E5) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E6) EASEMENT FOR OVERHANG, ARCHITECTURAL EMBELLISHMENTS AND OPENING DOORS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E9) EASEMENT FOR OUTDOOR SEATING VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E10) EASEMENT FOR ACCESS AND USE OF MAILROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E18) EASEMENT FOR EXHAUST VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)

SEE SHEET 11 FOR SCHEDULE OF SHORT LINES

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA	Registered	SP100257
Name: JACEK IDZIKOWSKI		Locality : EPPING	5/11/2019	
Date: 30 / 07 / 2019		Reduction Ratio 1: 150		
Surveyor's Reference: 43220 008SP [PPN SP100257]		Lengths are in metres.		

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LOCATION PLAN - LEVEL 1



SEE SHEET 11 FOR SCHEDULE OF SHORT LINES

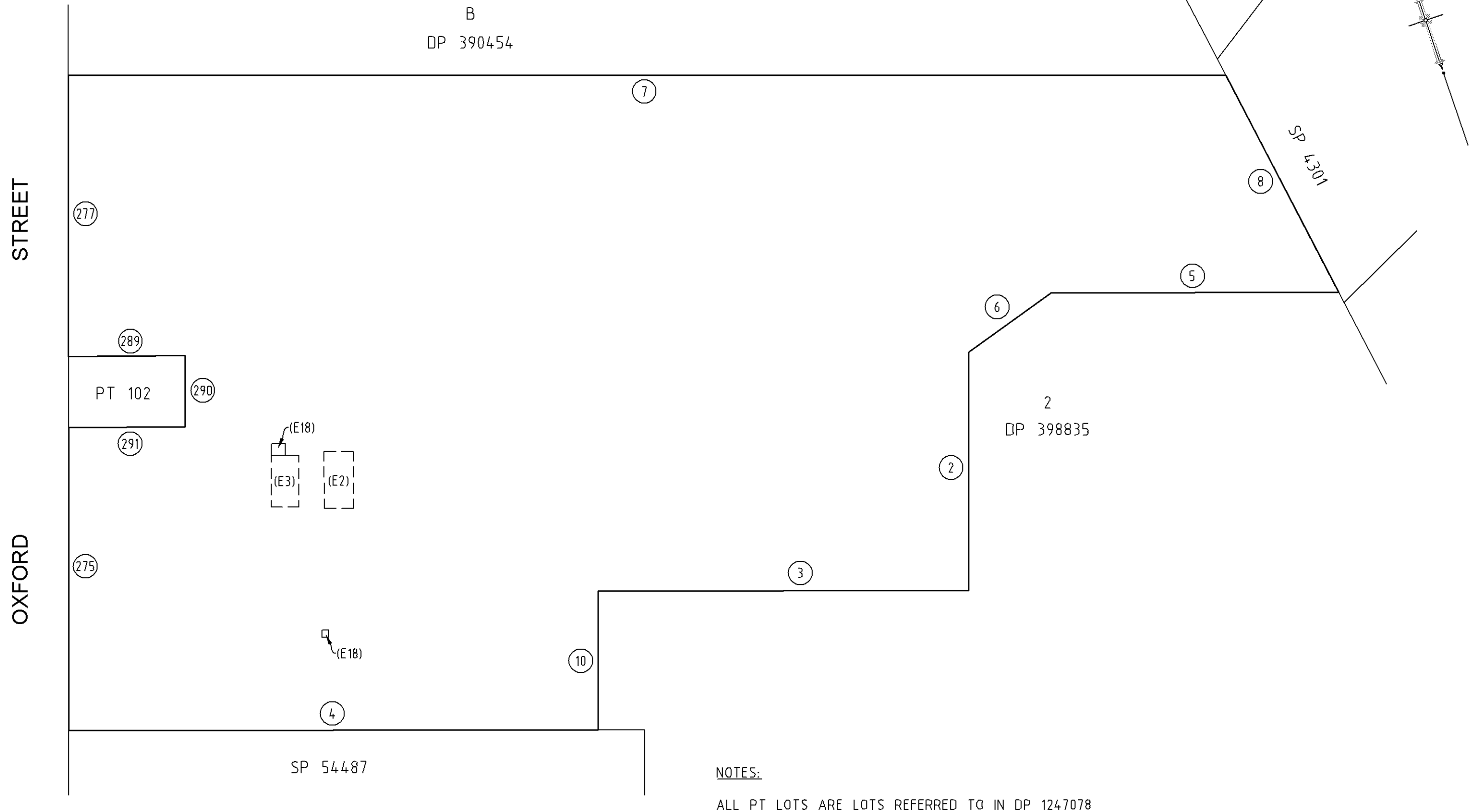
NOTES:

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1247078

(E2) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E3) EASEMENT TO USE LIFTS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E18) EASEMENT FOR EXHAUST VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 350 Lengths are in metres.	Registered 5/11/2019	SP100257

LOCATION PLAN - LEVEL 2 & ABOVE



SEE SHEET 11 FOR SCHEDULE OF SHORT LINES

NOTES:

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1247078

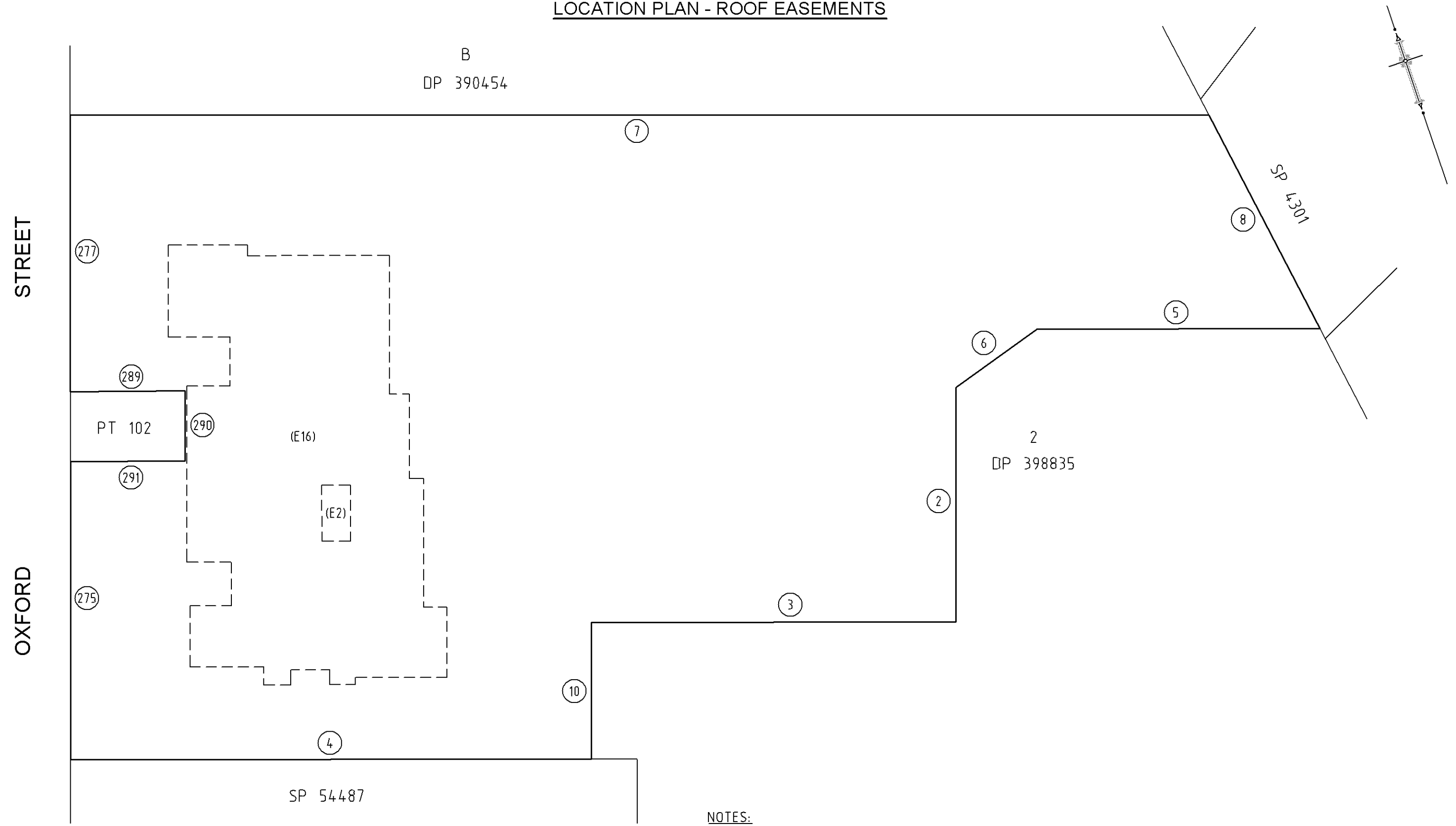
(E2) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E3) EASEMENT TO USE LIFTS VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E18) EASEMENT FOR EXHAUST VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 350 Lengths are in metres.	Registered 5/11/2019	SP100257

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LOCATION PLAN - ROOF EASEMENTS



SEE SHEET 11 FOR SCHEDULE OF SHORT LINES

NOTES:

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1247078

(E2) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)
(E16) EASEMENT FOR USE (PLANT ROOM) VARIABLE WIDTH LIMITED IN STRATUM (DP 1247078)

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 350 Lengths are in metres.	Registered 5/11/2019	SP100257

LOCATION PLAN - SCHEDULE OF SHORT LINES

NUMBER	DISTANCE	DESCRIPTION
2	21.945	
3	34.135	
4	48.77	
5	26.495	
6	9.39	
7	106.63	
8	22.555	
10	12.8	
20	2.685	C.L. CW
21	1.9	C.L. CW
22	2.685	C.L. CW
23	1.9	C.L. CW
98	64.01	
99	42.625	
102	4.975	
103	9.835	
104	6.145	
105	15.145	

NUMBER	DISTANCE	DESCRIPTION
106	27.48	
107	6.535	
108	10.725	
110	10.705	
121	25.19	
119	27.07	
130	11.63	0.1 S.W.F.
131	11.62	0.1 N.E.F.
133	27.07	
136	13.5	
146	3.38	C.L. CW
147	11.57	P.N.W.F.
148	15	
149	8.2	0.1 S.E.F.
151	11.63	0.1 S.W.F.
152	10.37	
155	25.19	
166	1.58	0.1 S.W.F.

NUMBER	DISTANCE	DESCRIPTION
167	8.2	0.1 S.E.F.
168	2.83	C.L. CW
170	6.28	0.1 N.E.F.
171	7.895	C.L. CW
172	4.18	C.L. CW
173	4.625	C.L. CW
174	3.185	C.L. CW
175	3.955	
176	9.205	C.L. CW
179	9.2	C.L. CW
183	0.33	C.L. CW
185	3.365	C.L. CW
187	6.685	
188	2.475	
191	17.585	
192	8.345	
193	40.11	
194	3.19	

NUMBER	DISTANCE	DESCRIPTION
195	24.045	
196	16.17	
197	23.115	
202	1.205	
203	47.565	
214	1.91	C.L. CW
230	5.43	S.E.F. CS
231	7.39	C.L. CW
247	1.85	NOTE 1
248	8.9	NOTE 1
250	0.225	NOTE 2
258	3.815	C.L. CW
259	2.495	C.L. CW
260	3.93	C.L. CW
261	3.535	C.L. CW
262	6.98	0.1 S.E.F.
263	2.27	0.1 N.E.F.
264	2.14	C.L. CW

NUMBER	DISTANCE	DESCRIPTION
265	6.4	C.L. CW
266	3.615	C.L. CW
267	3.745	N.E.F. CS
268	11.29	S.E.F. CS
269	31.115	C.L. CW
270	5.42	C.L. CW
271	7.42	C.L. CW
275	27.875	
277	25.93	
289	10.75	
290	6.575	
291	10.74	
309	1.625	C.L. CW
310	3.565	C.L. CW
311	5.71	C.L. CW
312	4.845	C.L. CW
313	2.17	C.L. CW

NOTES:

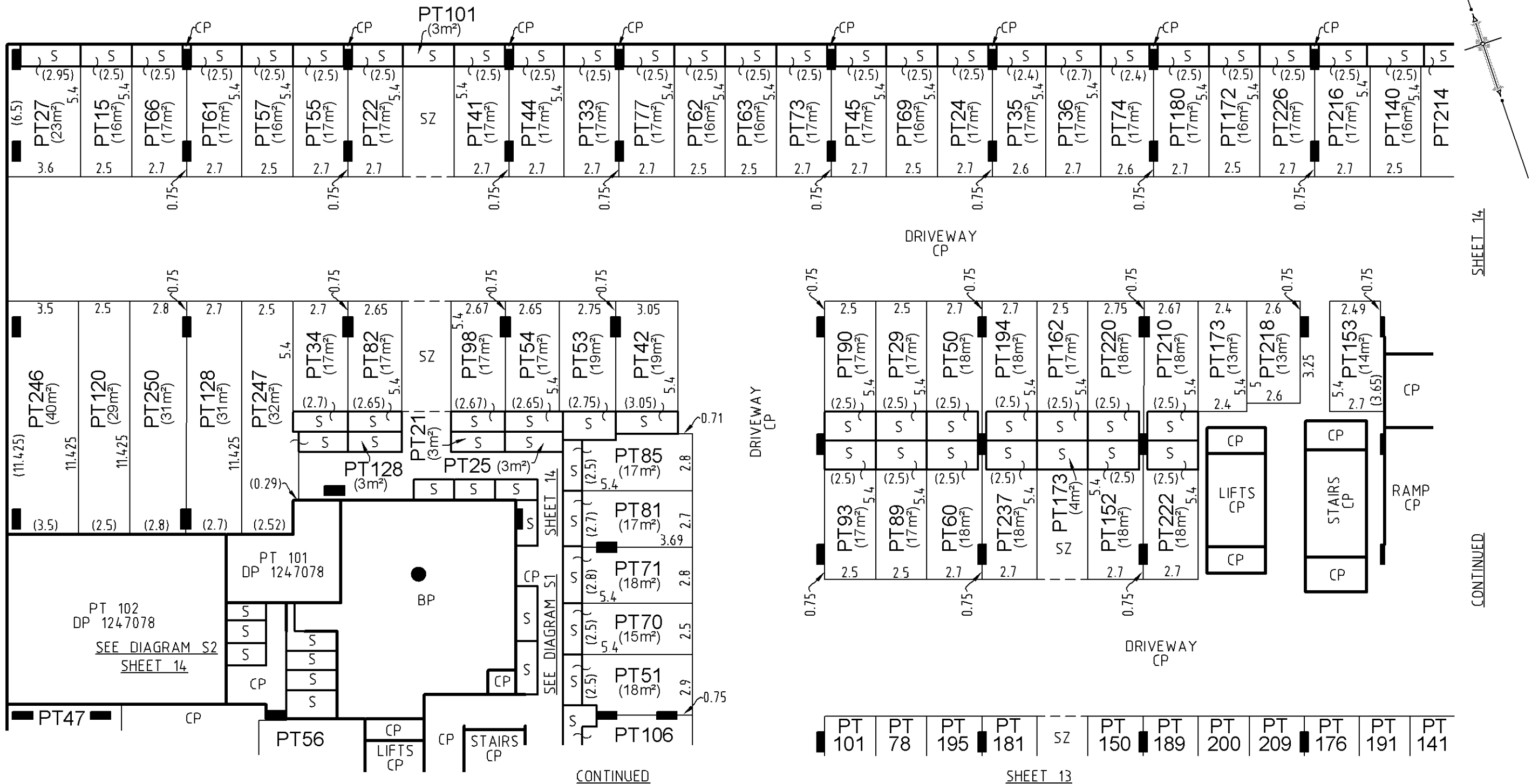
N.W.F.~ DENOTES NORTH WEST FACE
S.W.F.~ DENOTES SOUTH WEST FACE
N.E.F. ~ DENOTES NORTH EAST FACE
S.E.F. ~ DENOTES SOUTH EAST FACE
C.L. ~ DENOTES CENTRELINE
CW ~ DENOTES 0.2 CONCRETE WALL
CS ~ DENOTES CONCRETE SLAB
P. ~ DENOTES PROLONGATION
0.1xxx ~ DENOTES INTO STRUCTURE FROM FACE
NOTE 1: BOUNDARY 0.1 CLEAR N.E.F. OF BUILDING
NOTE 2: BOUNDARY 0.15 CLEAR S.E.F. OF BUILDING

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: N/A Lengths are in metres.	Registered 5/11/2019	SP100257

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BASEMENT 3 - CARPARKING PLAN



NOTES:

BP ~ BICYCLE PARKING (CP)
CP ~ COMMON PROPERTY
S ~ STORAGE CAGE
SZ ~ SHARED ZONE (CP)

ALL CAR SPACES ARE RECTANGULAR
ALL ANGLES ARE 90°

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

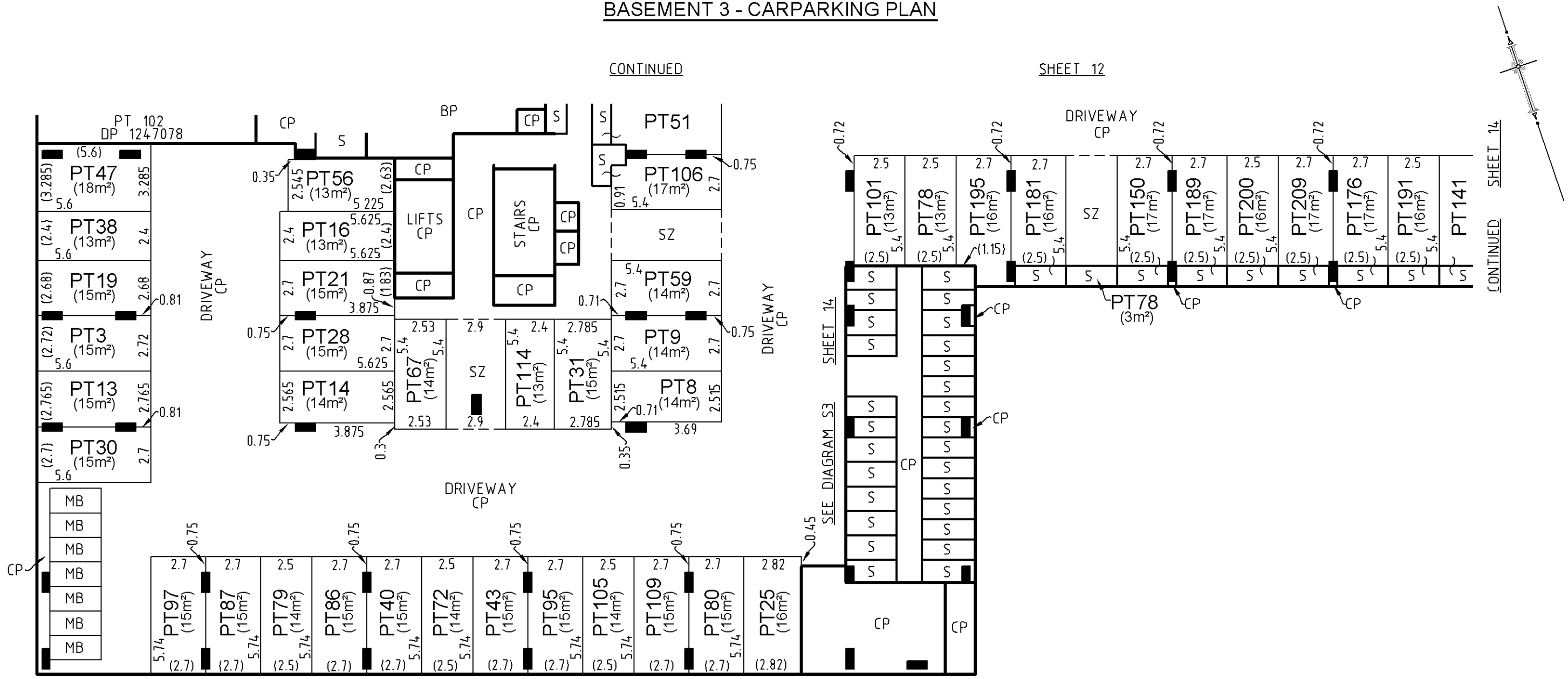
~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 200 Lengths are in metres.	Registered 5/11/2019	SP100257

BASEMENT 3 - CARPARKING PLAN



NOTES:

BP ~ BICYCLE PARKING (CP)
CP ~ COMMON PROPERTY
MB ~ MOTORBIKE PARKING (CP)
S ~ STORAGE CAGE
SZ ~ SHARED ZONE (CP)

ALL CAR SPACES ARE RECTANGULAR
ALL ANGLES ARE 90°

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

~ PROLONGATION OF FACE OF STRUCTURE

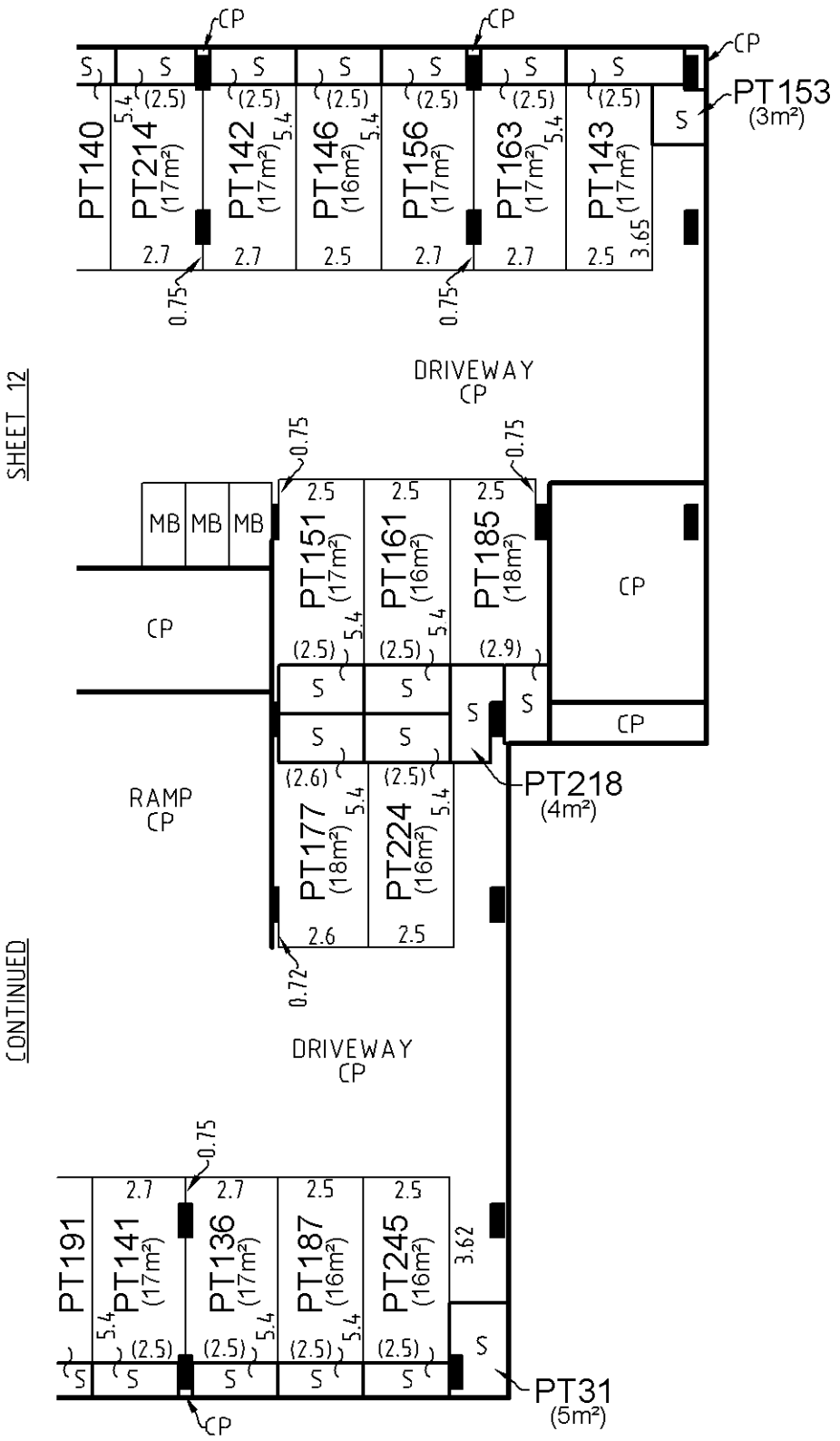
~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 200 Lengths are in metres.	Registered 5/11/2019	SP100257

Reg:R774943 /Doc:SP 0100257 P /Rev:06-Nov-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:30 /Seq:13 of 51
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BASEMENT 3 - CARPARKING PLAN



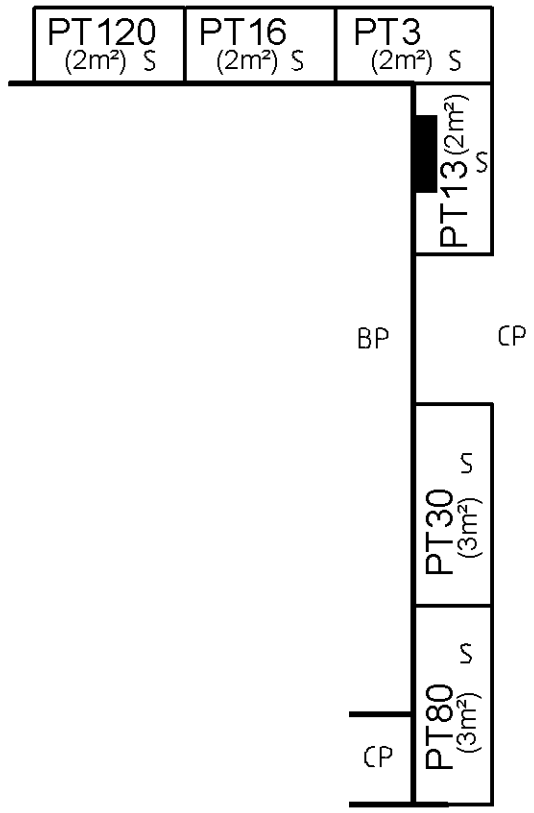


DIAGRAM S1
(1:100)

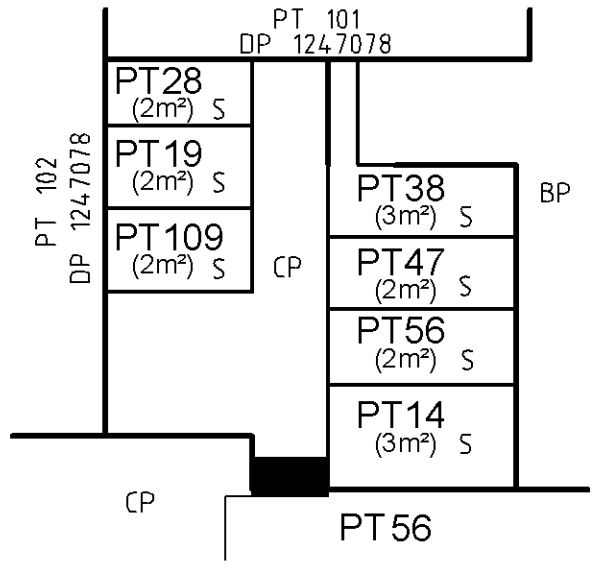


DIAGRAM S2
(1:100)

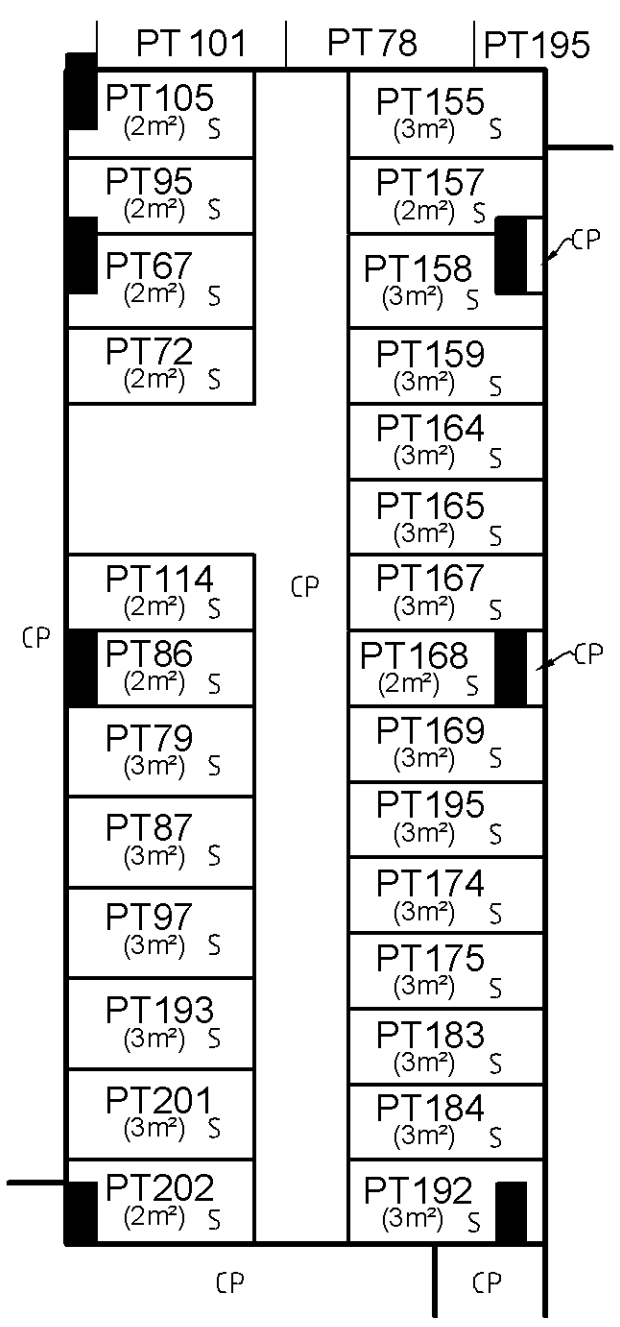


DIAGRAM S3
(1:100)

NOTES:

BP ~ BICYCLE PARKING (CP)
CP ~ COMMON PROPERTY
MB ~ MOTORBIKE PARKING (CP)
S ~ STORAGE CAGE

ALL CAR SPACES ARE RECTANGULAR
ALL ANGLES ARE 90°

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

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 200 Lengths are in metres.	Registered 5/11/2019	SP100257

Req:R774943 /Doc:SP 0100257 P /Rev:06-Nov-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:30 /Seq:14 of 51
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BASEMENT 2 - CARPARKING PLAN

PT 101
DP 1247078

PT 102
DP 1247078

PT 101
DP 1247078

BP

CP

LIFTS CP

STAIRS CP

SEE DIAGRAM S5 SHEET 17

SHEET 17

DRIVEWAY CP

RAMP CP

CONTINUED

SHEET 16

NOTES:

BP ~ BICYCLE PARKING (CP)
CP ~ COMMON PROPERTY
MB ~ MOTORBIKE PARKING (CP)
S ~ STORAGE CAGE
SZ ~ SHARED ZONE (CP)

ALL CAR SPACES ARE RECTANGULAR
ALL ANGLES ARE 90°

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

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 200 Lengths are in metres.	Registered 5/11/2019	SP100257

BASEMENT 2 - CARPARKING PLAN



NOTES:

BP ~ BICYCLE PARKING (CP)
CP ~ COMMON PROPERTY
MB ~ MOTORBIKE PARKING (CP)
S ~ STORAGE CAGE
SZ ~ SHARED ZONE (CP)

ALL CAR SPACES ARE RECTANGULAR
ALL ANGLES ARE 90°

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

~ PROLONGATION OF FACE OF STRUCTURE

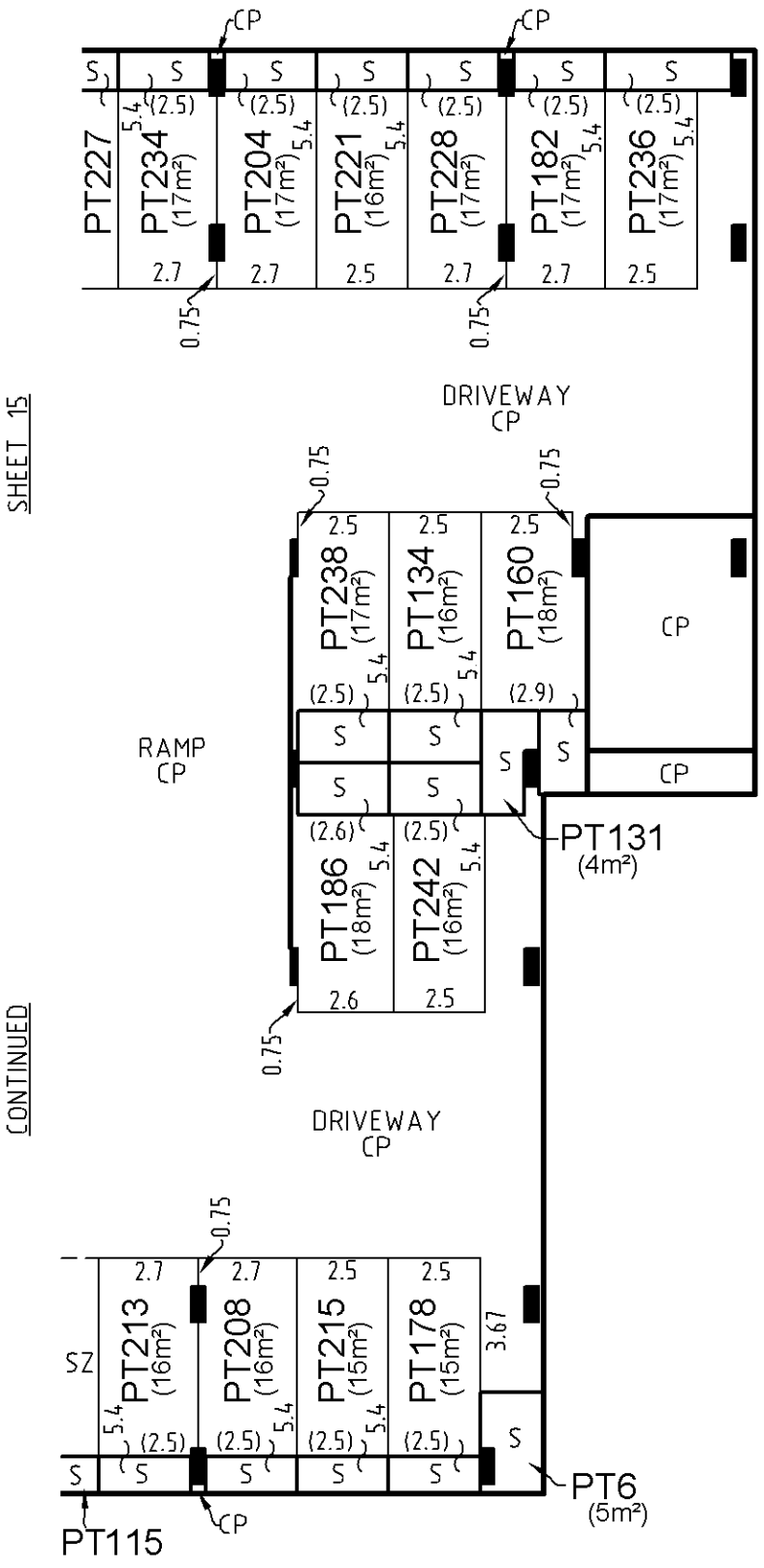
~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 200 Lengths are in metres.	Registered 5/11/2019	SP100257

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BASEMENT 2 - CARPARKING PLAN



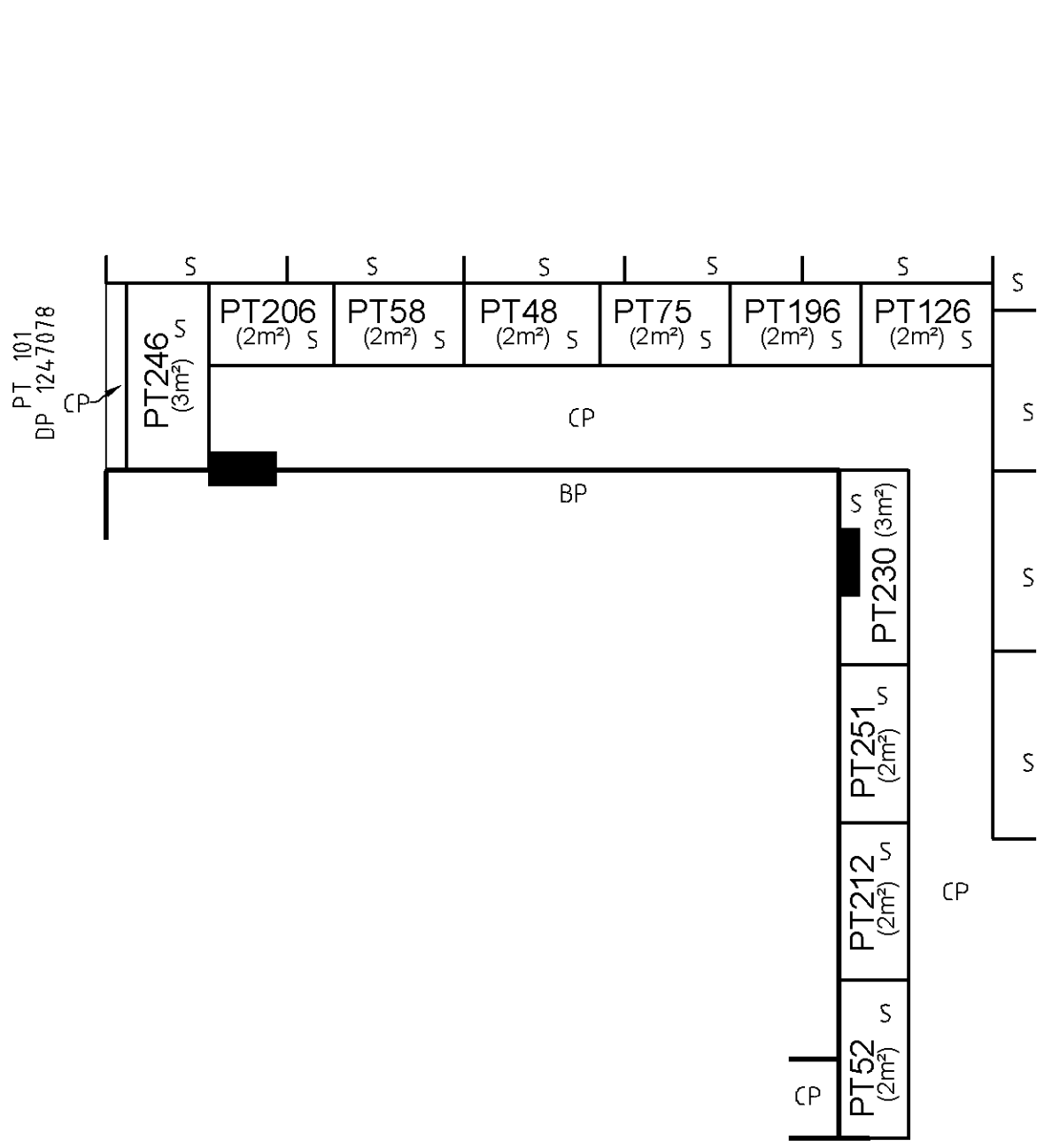


DIAGRAM S5
(1:100)

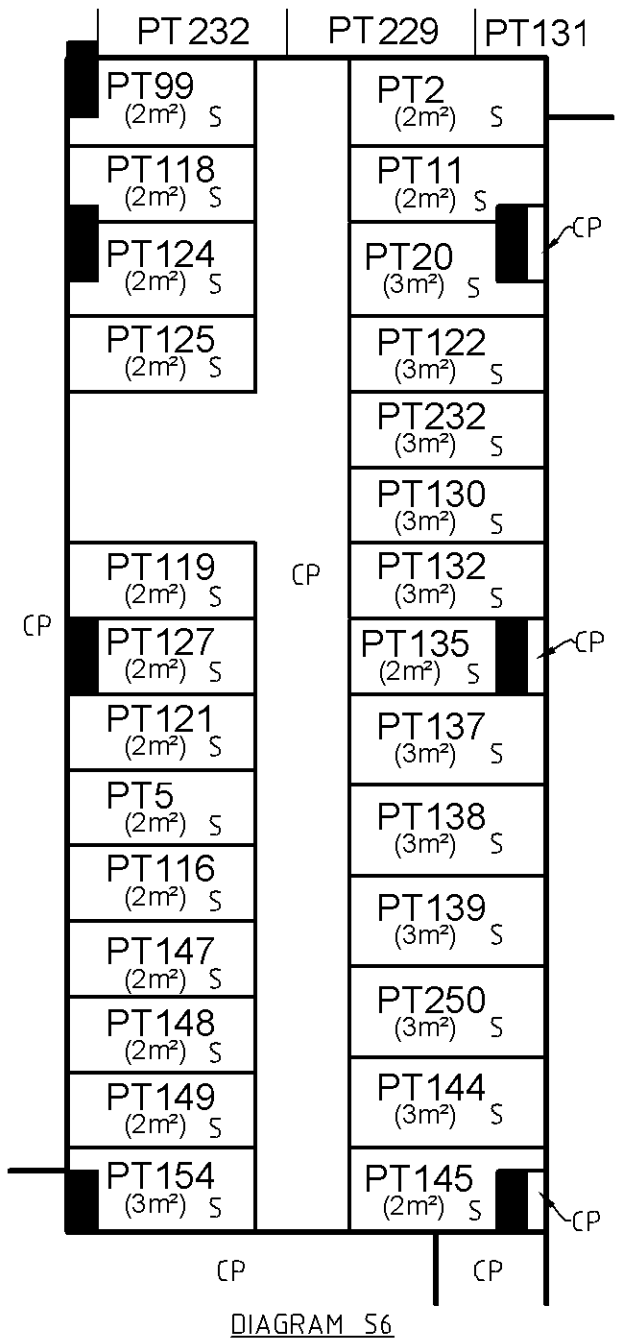


DIAGRAM S6
(1:100)

NOTES:

BP ~ BICYCLE PARKING (CP)
CP ~ COMMON PROPERTY
S ~ STORAGE CAGE
SZ ~ SHARED ZONE (CP)

ALL CAR SPACES ARE RECTANGULAR
ALL ANGLES ARE 90°

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

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

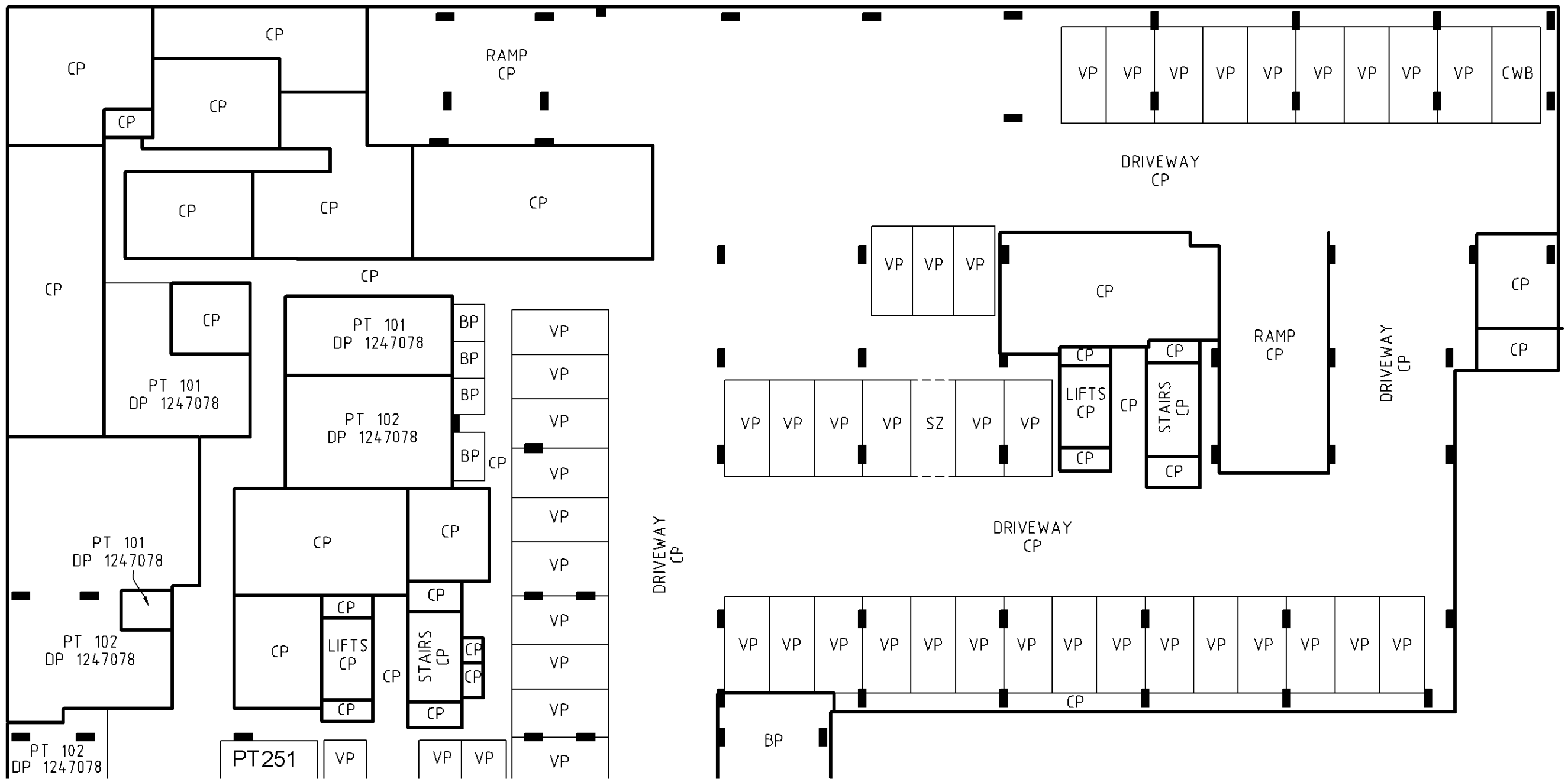
~ PROLONGATION OF CENTRELINE OF COLUMN

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 200 Lengths are in metres.	Registered 5/11/2019	SP100257

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BASEMENT 1 - CARPARKING PLAN

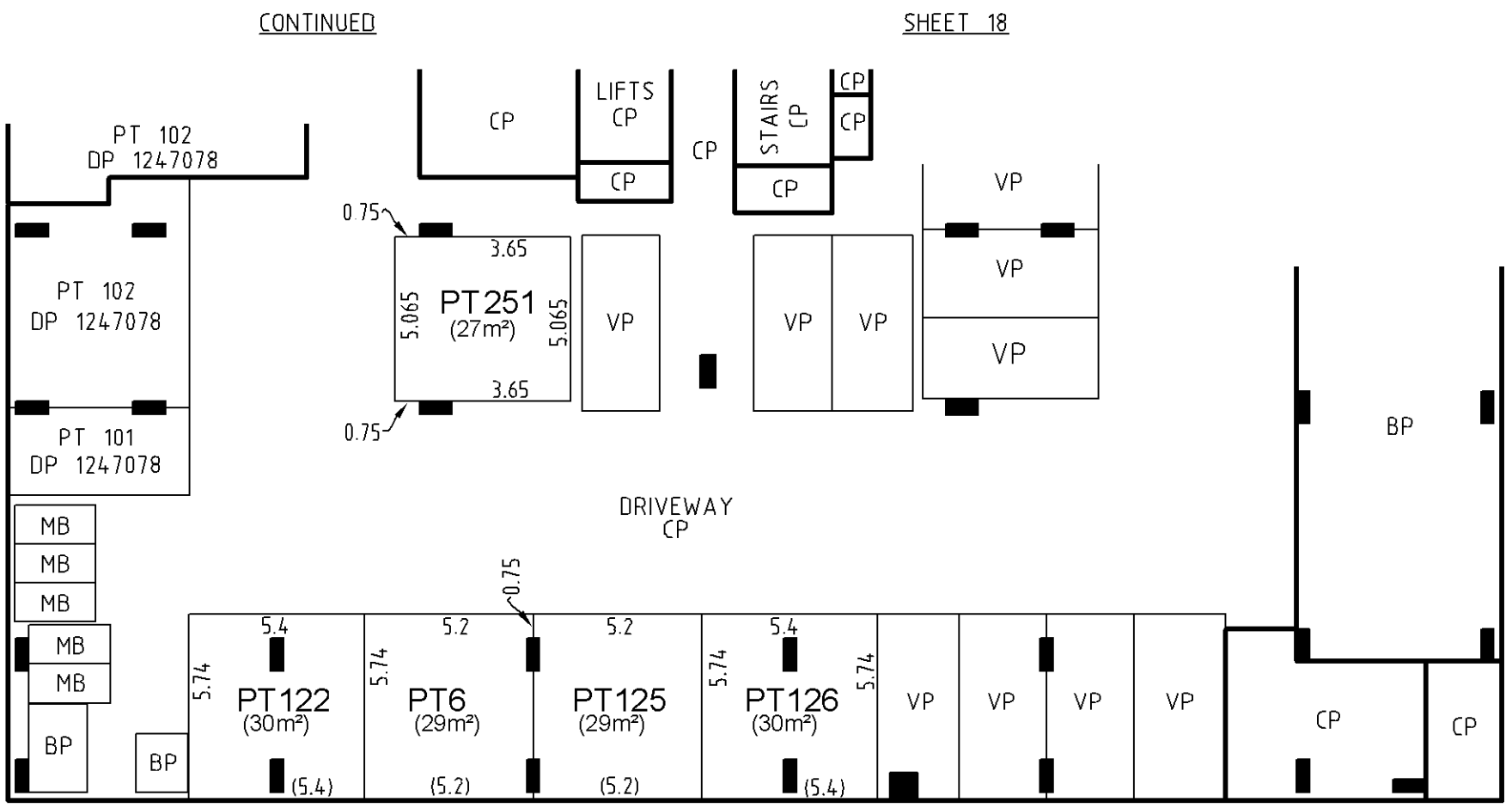


NOTES:

BP ~ BICYCLE PARKING (CP)
CP ~ COMMON PROPERTY
SZ ~ SHARED ZONE (CP)
VP ~ VISITOR PARKING (CP)
CWB ~ CAR WASH BAY (CP)

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 5/11/2019	SP100257

BASEMENT 1 - CARPARKING PLAN



NOTES:

BP ~ BICYCLE PARKING (CP)
CP ~ COMMON PROPERTY
MB ~ MOTORBIKE PARKING (CP)
VP ~ VISITOR PARKING (CP)

ALL CAR SPACES ARE RECTANGULAR
ALL ANGLES ARE 90°

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

~ PROLONGATION OF FACE OF COLUMN

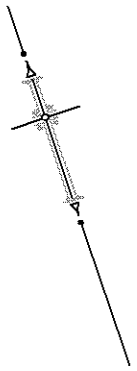
~ PROLONGATION OF CENTRELINE OF COLUMN

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 200 Lengths are in metres.	Registered 5/11/2019	SP100257

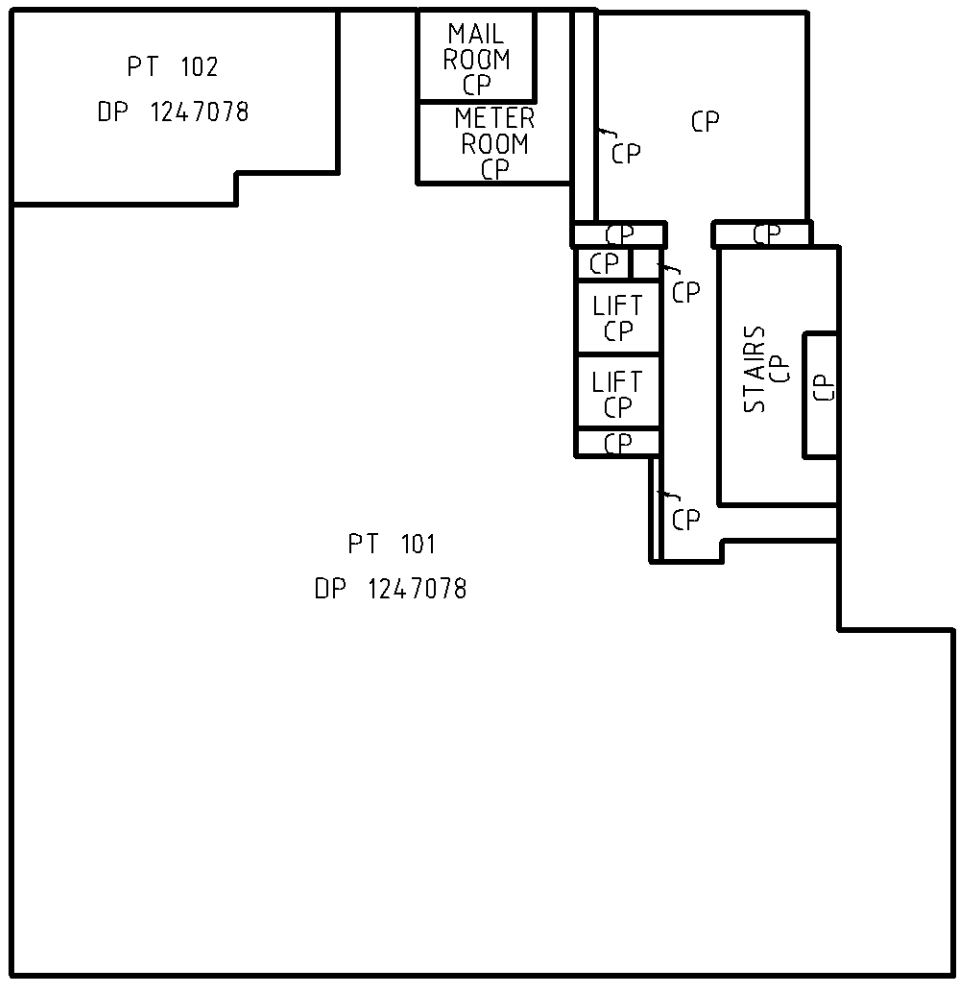
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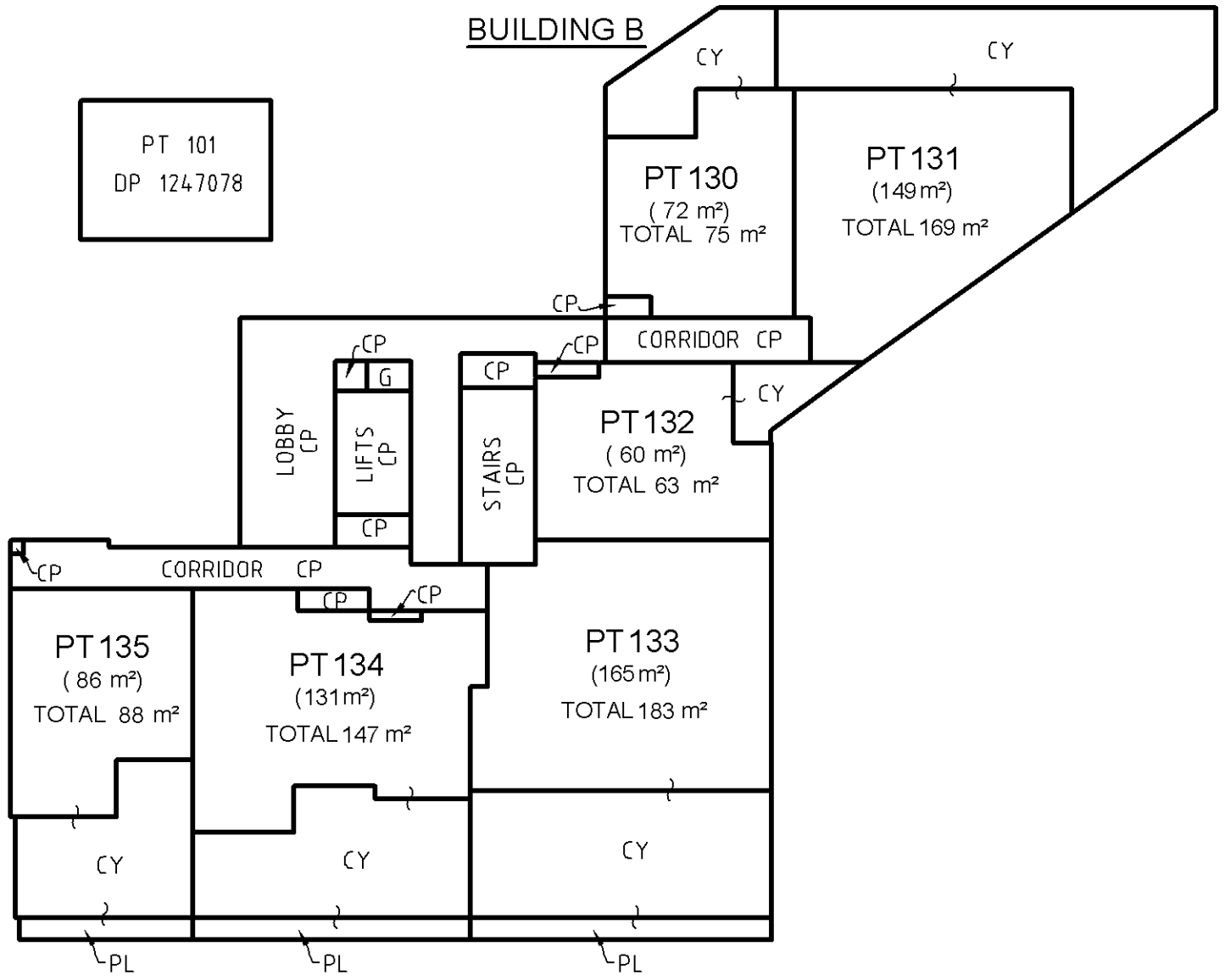
GROUND FLOOR



BUILDING A



BUILDING B



NOTES:

CP ~ COMMON PROPERTY
CY ~ COURTYARD
G ~ GARBAGE CHUTE (CP)
PL ~ PLANTER

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

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

THE STRATUM OF THE PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER WATERPROOF MEMBRANE SURFACE UNLESS COVERED WITHIN THIS LIMIT

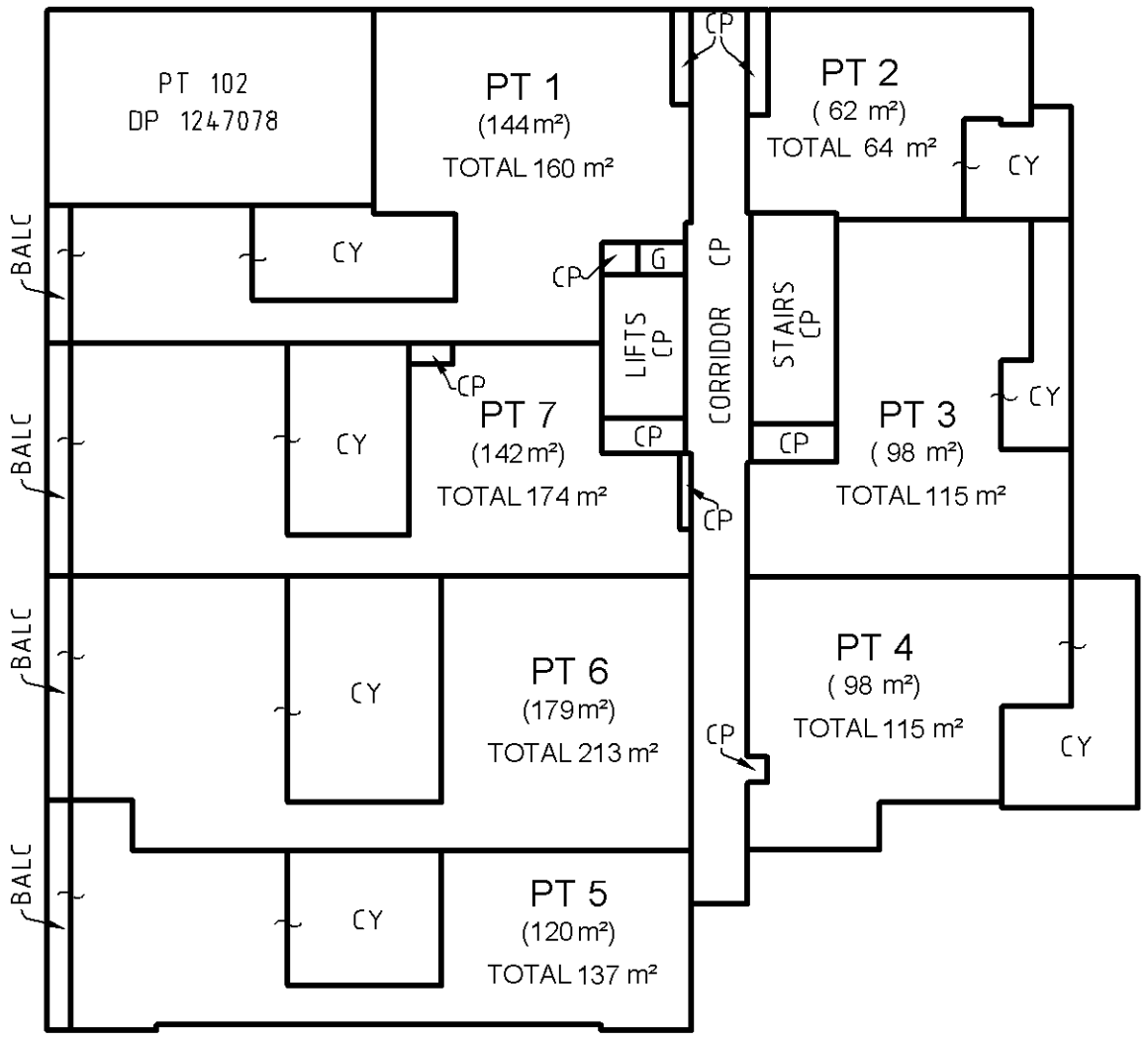
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 5/11/2019	SP100257

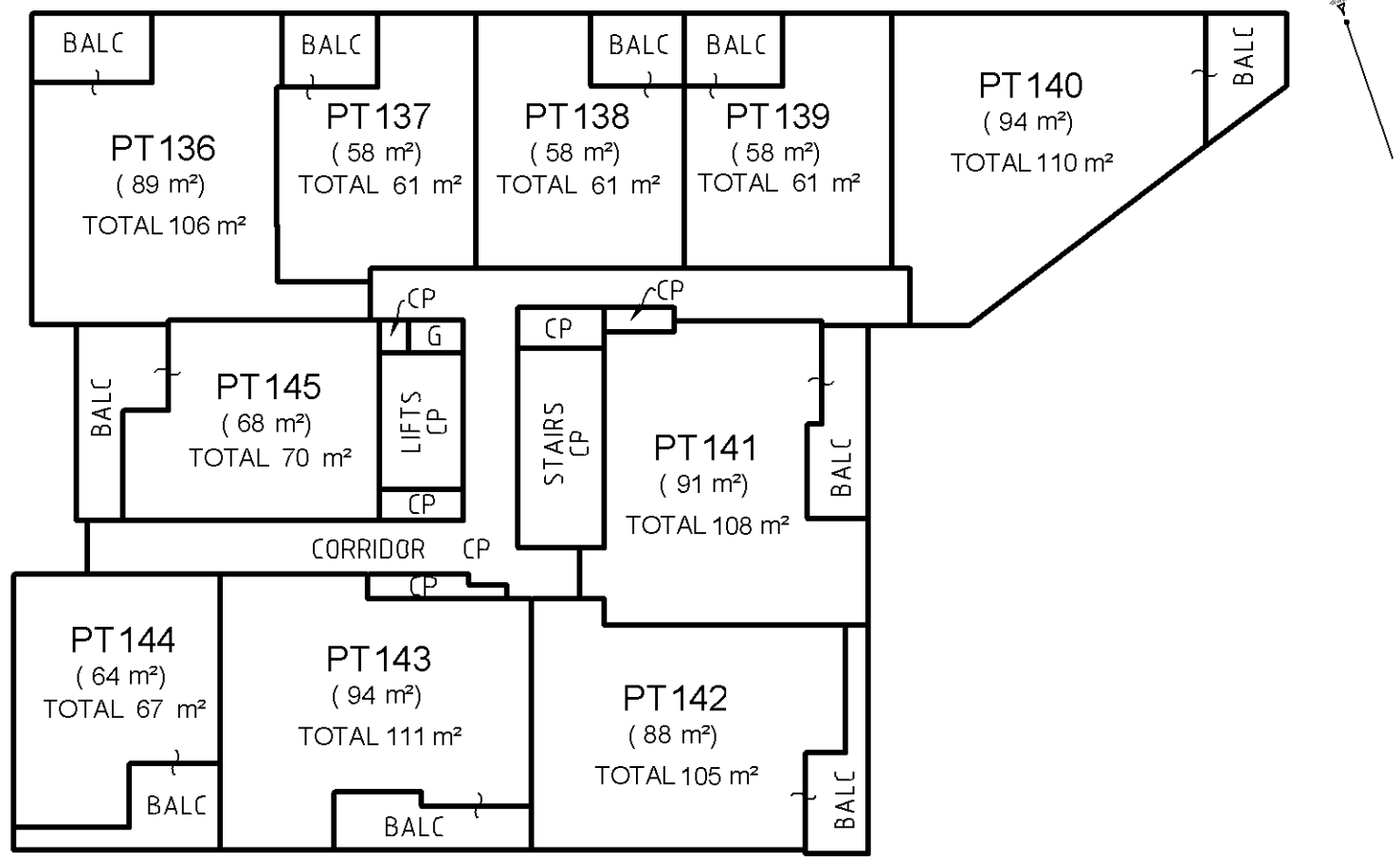
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LEVEL 1

BUILDING A



BUILDING B



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
CY ~ COURTYARD
G ~ GARBAGE CHUTE (CP)

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

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

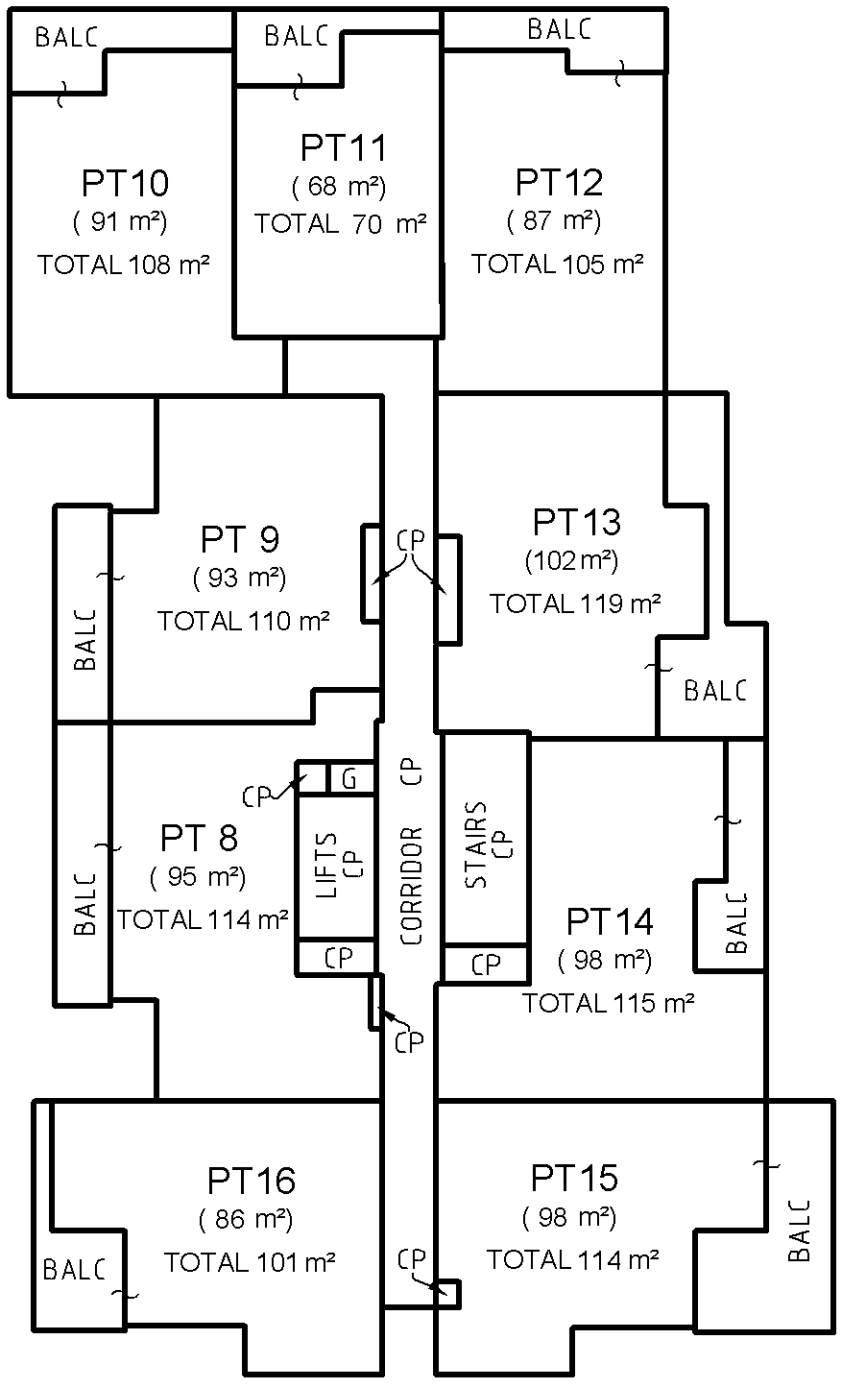
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 5/11/2019	SP100257

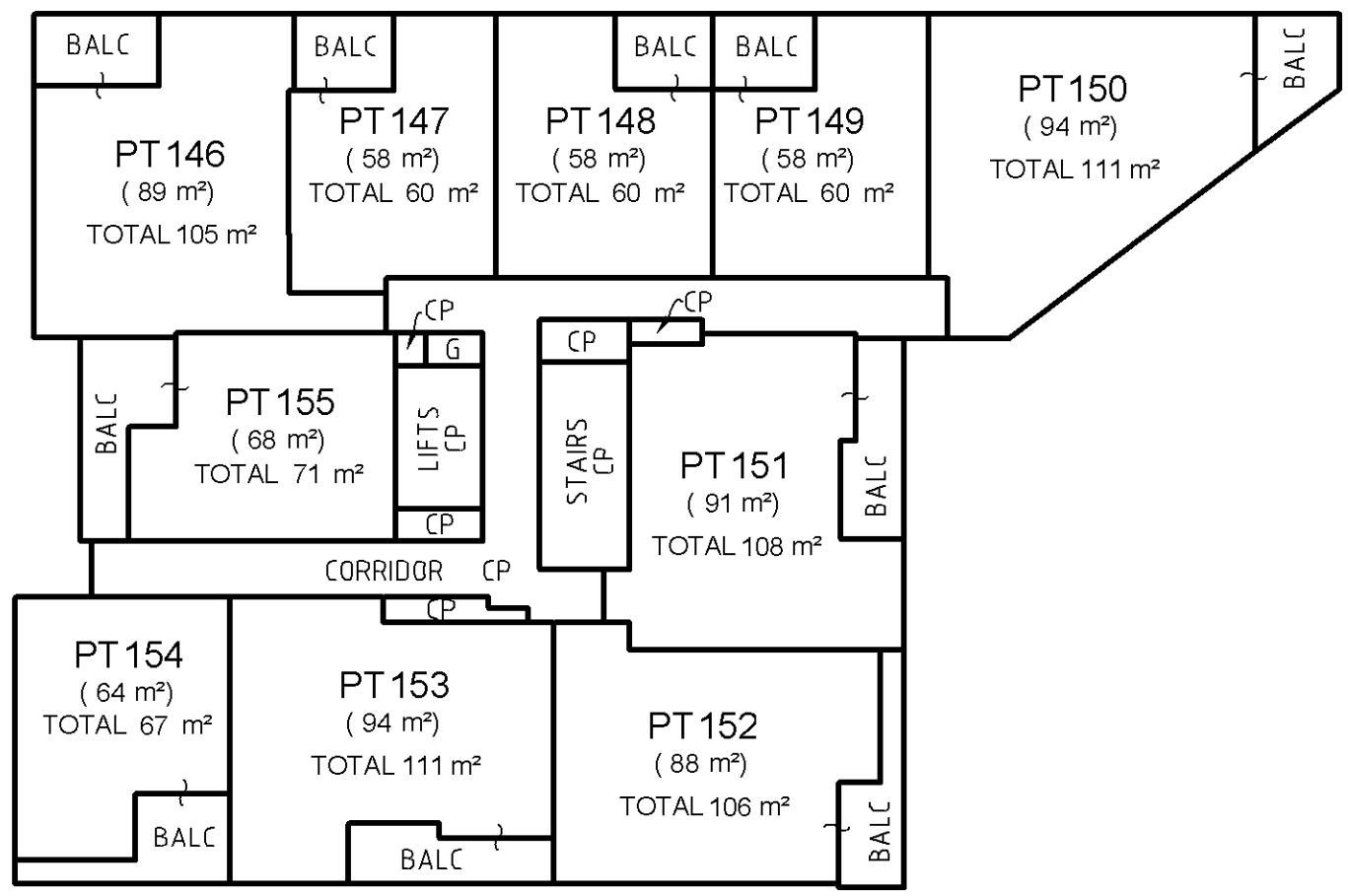
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LEVEL 2

BUILDING A



BUILDING B



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE CHUTE (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

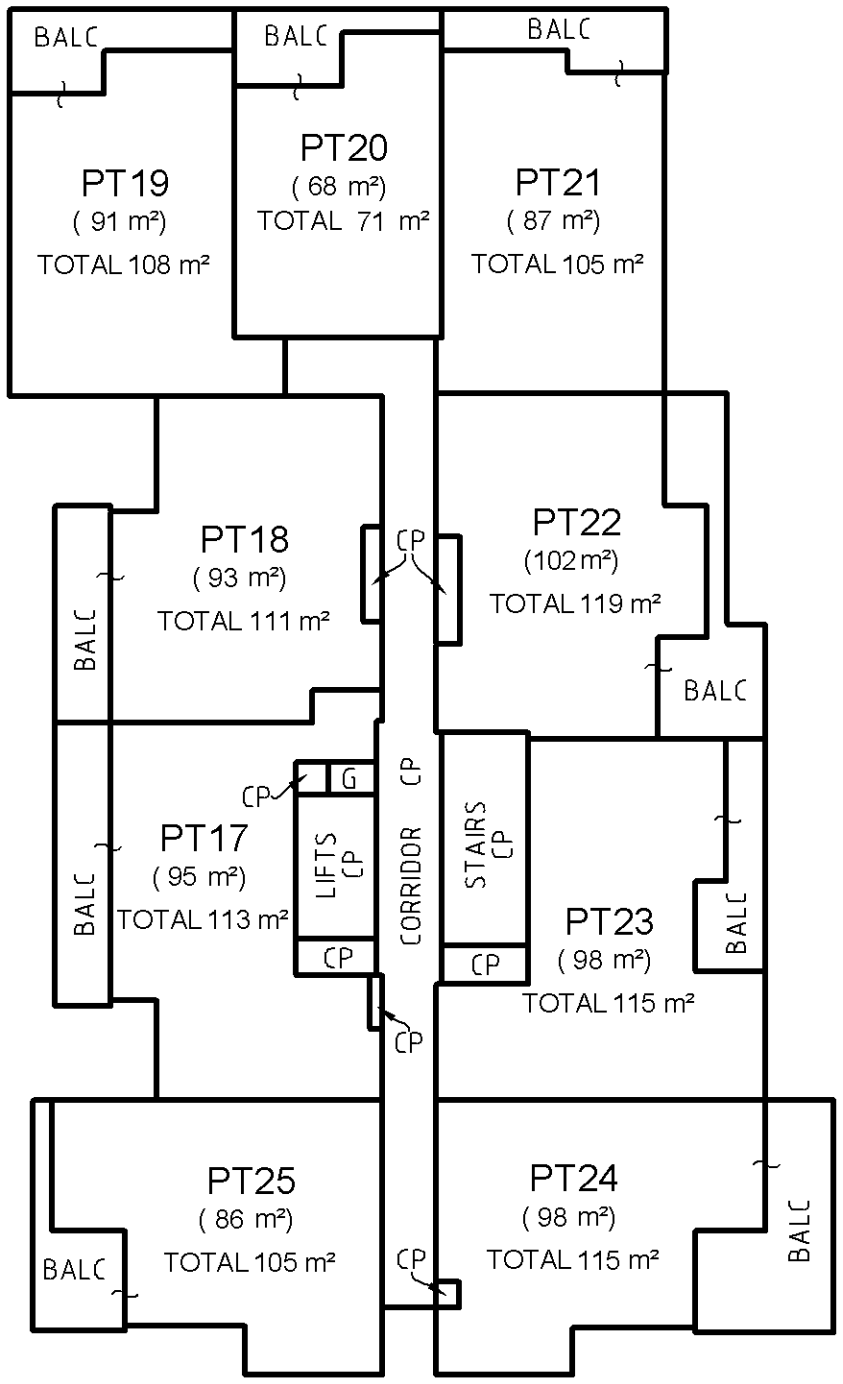
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 5/11/2019	SP100257

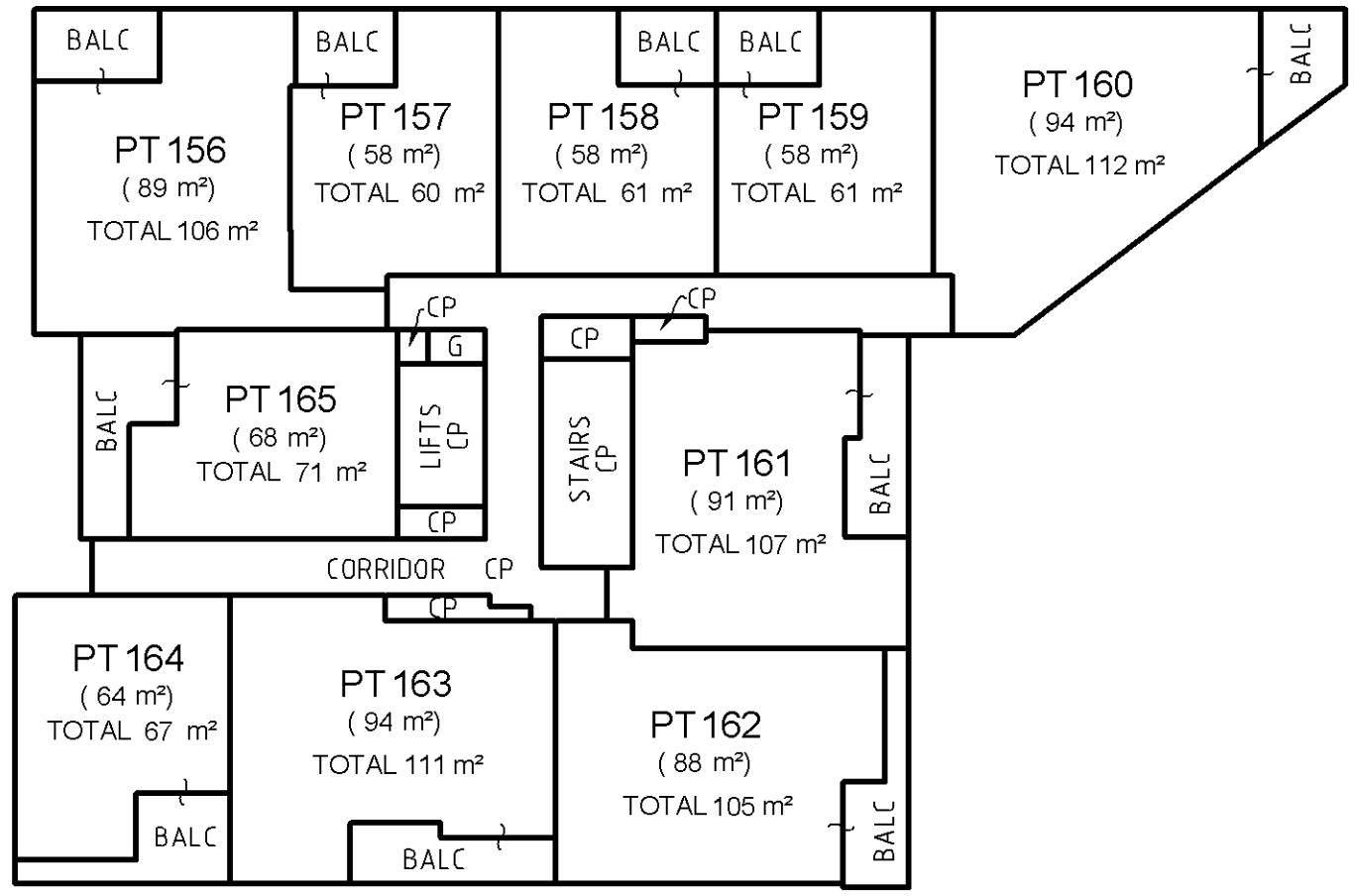
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LEVEL 3

BUILDING A



BUILDING B



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE CHUTE (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

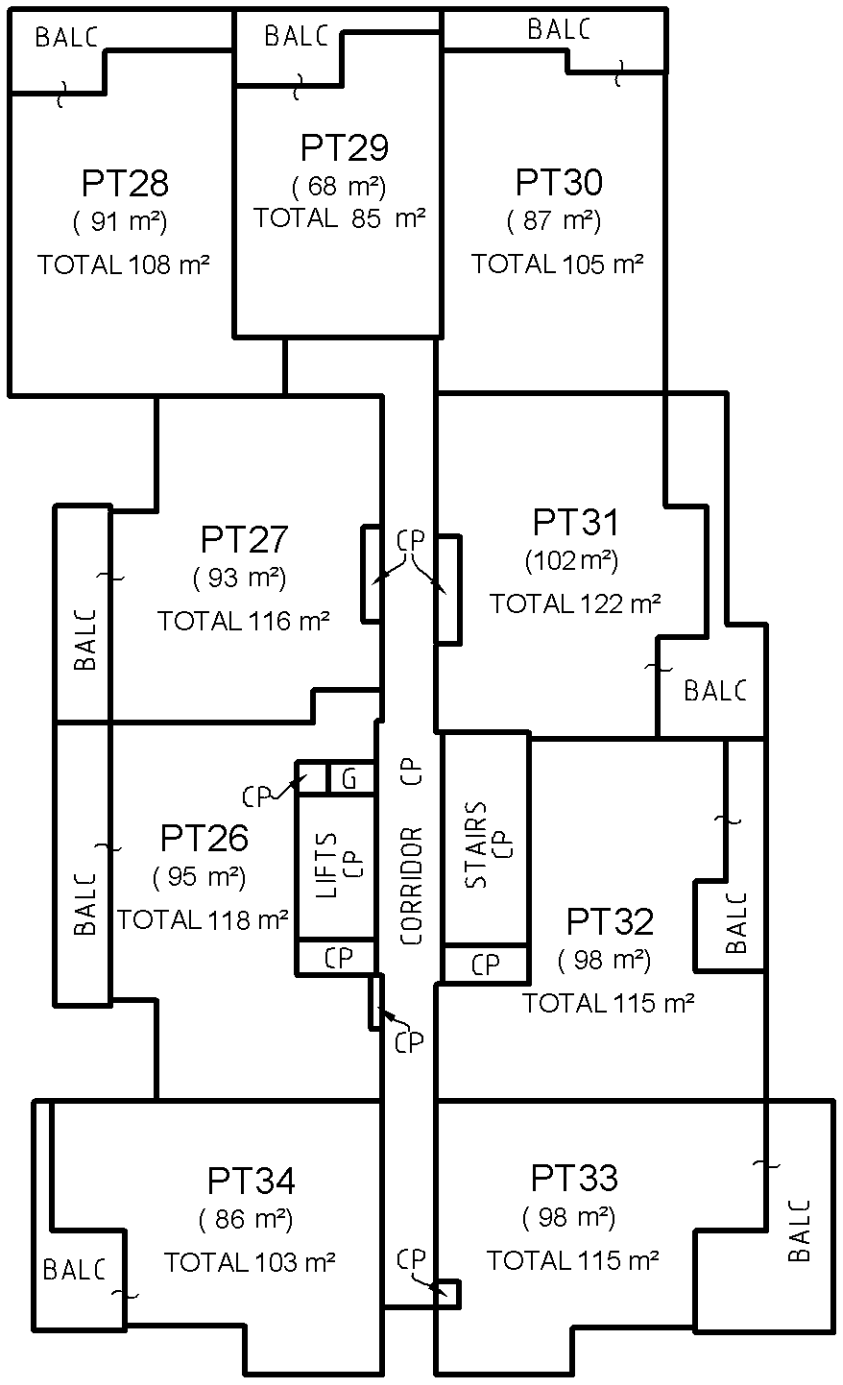
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 5/11/2019	SP100257

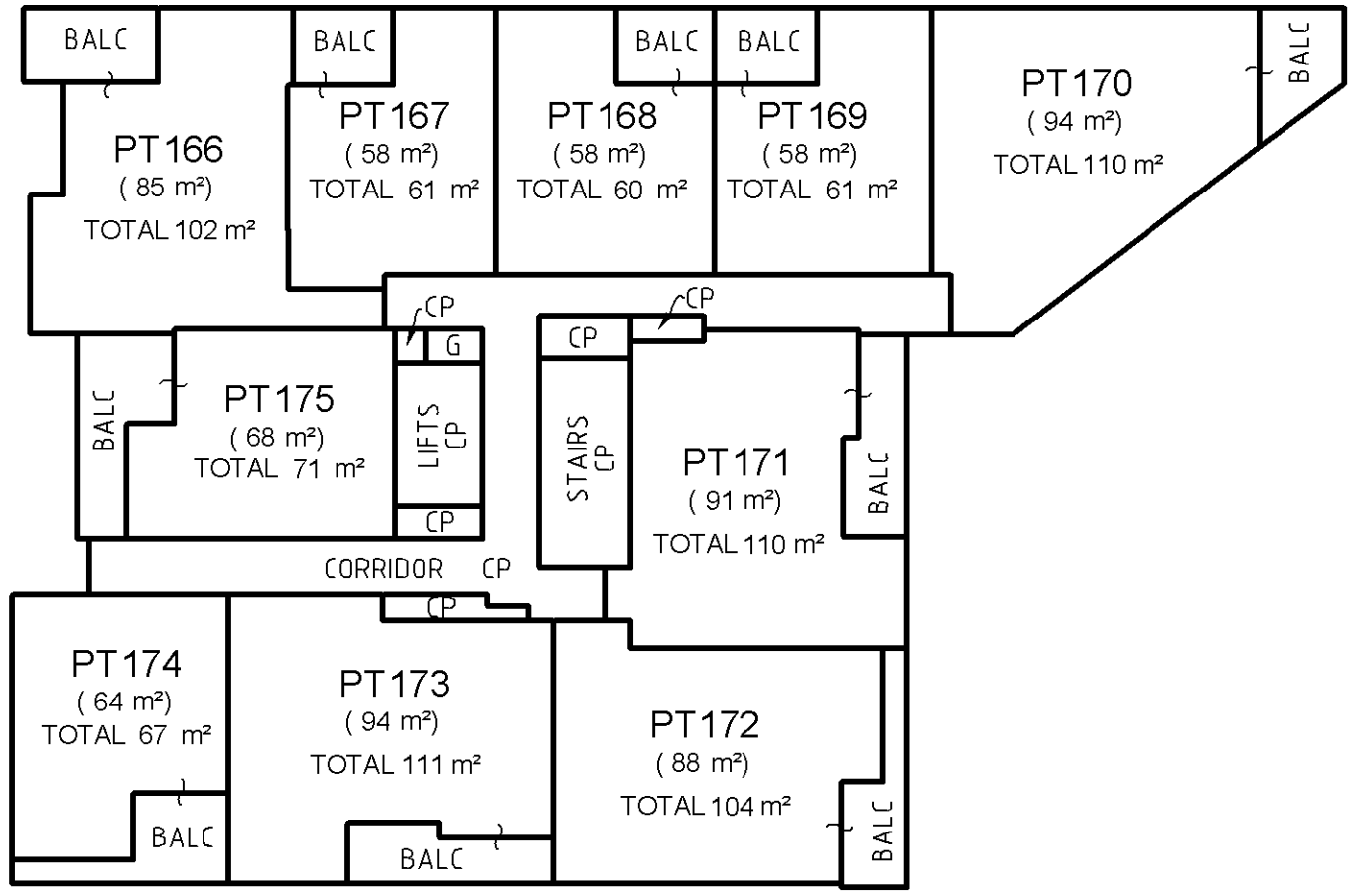
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LEVEL 4

BUILDING A



BUILDING B



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE CHUTE (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

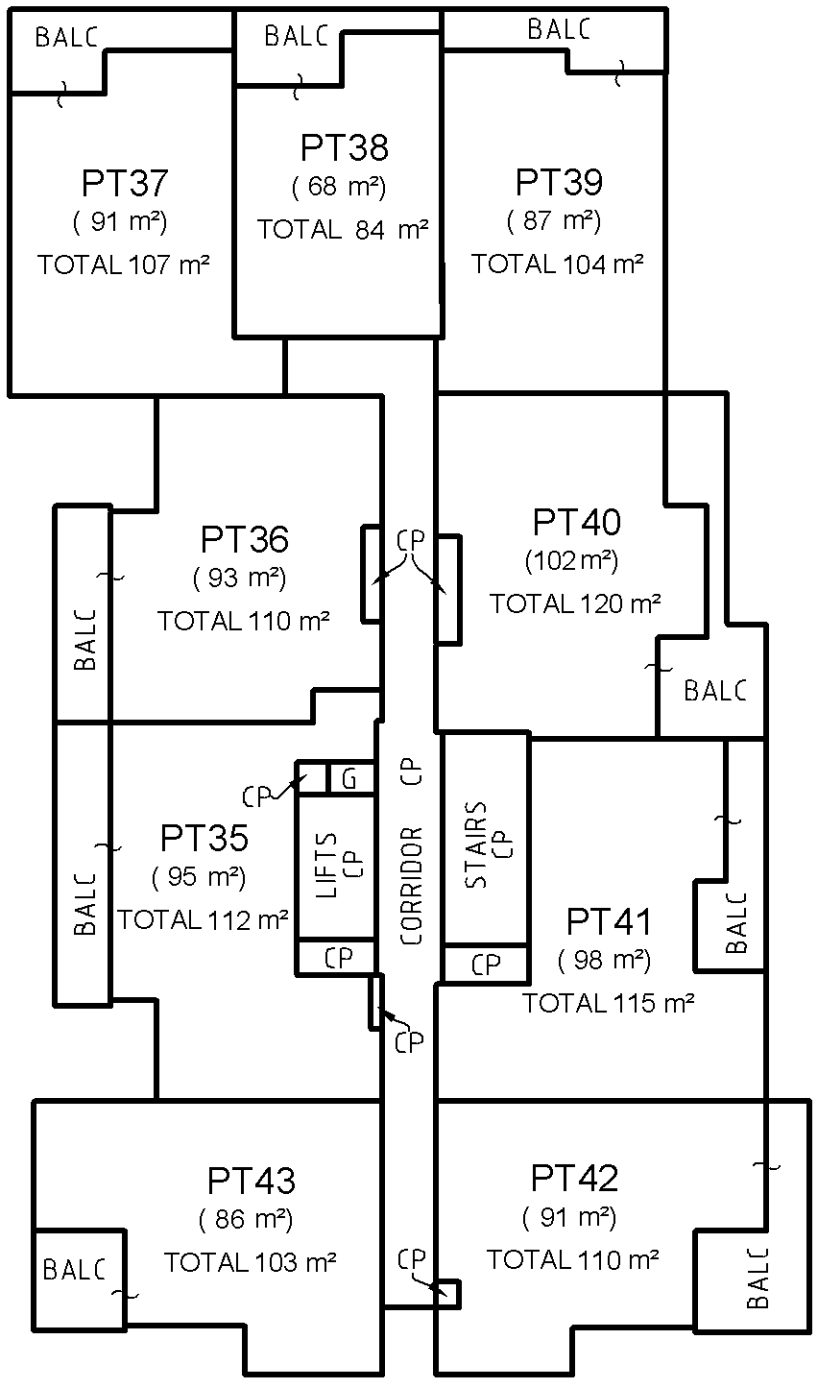
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 5/11/2019	SP100257

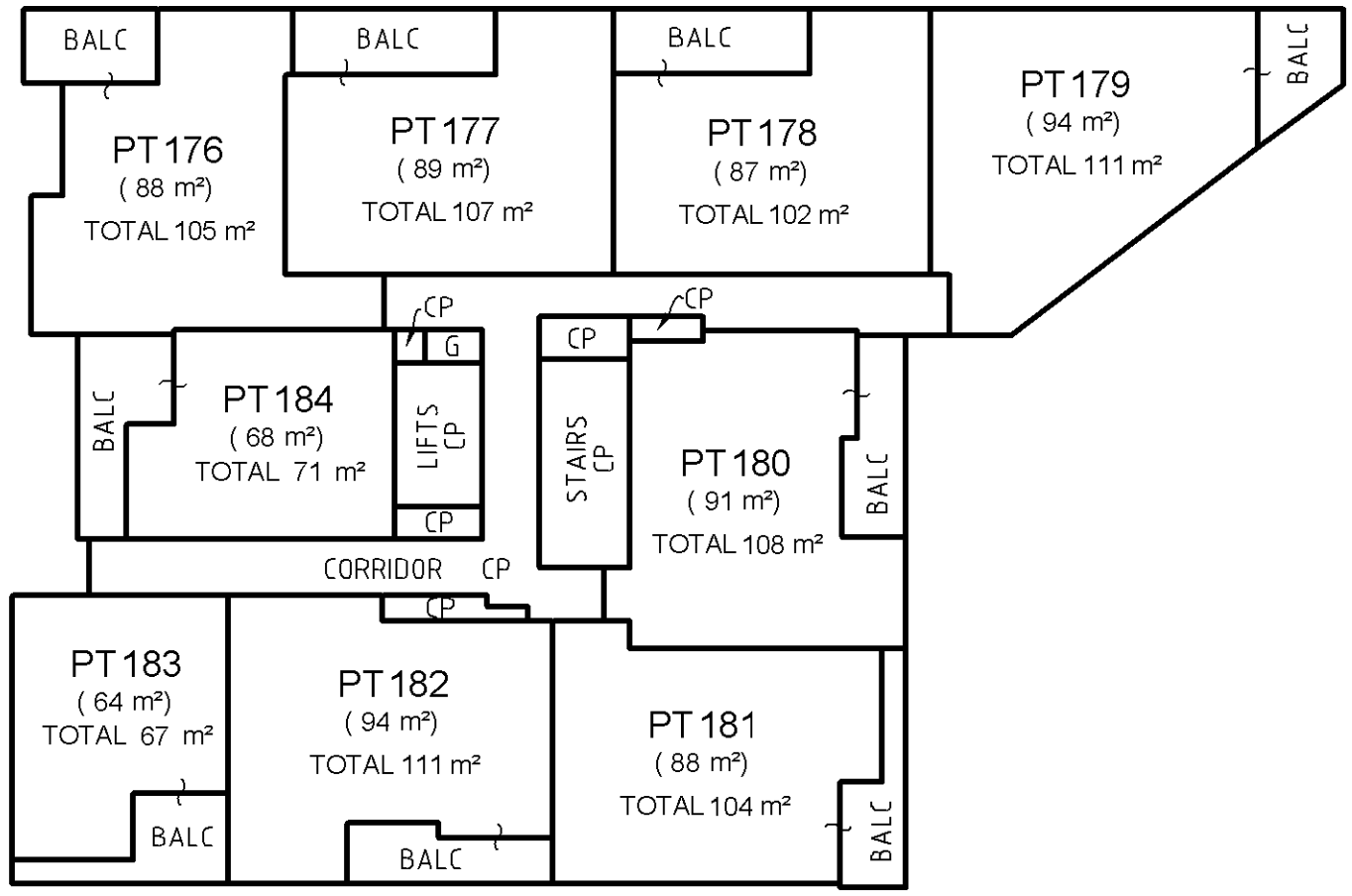
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LEVEL 5

BUILDING A



BUILDING B



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE CHUTE (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

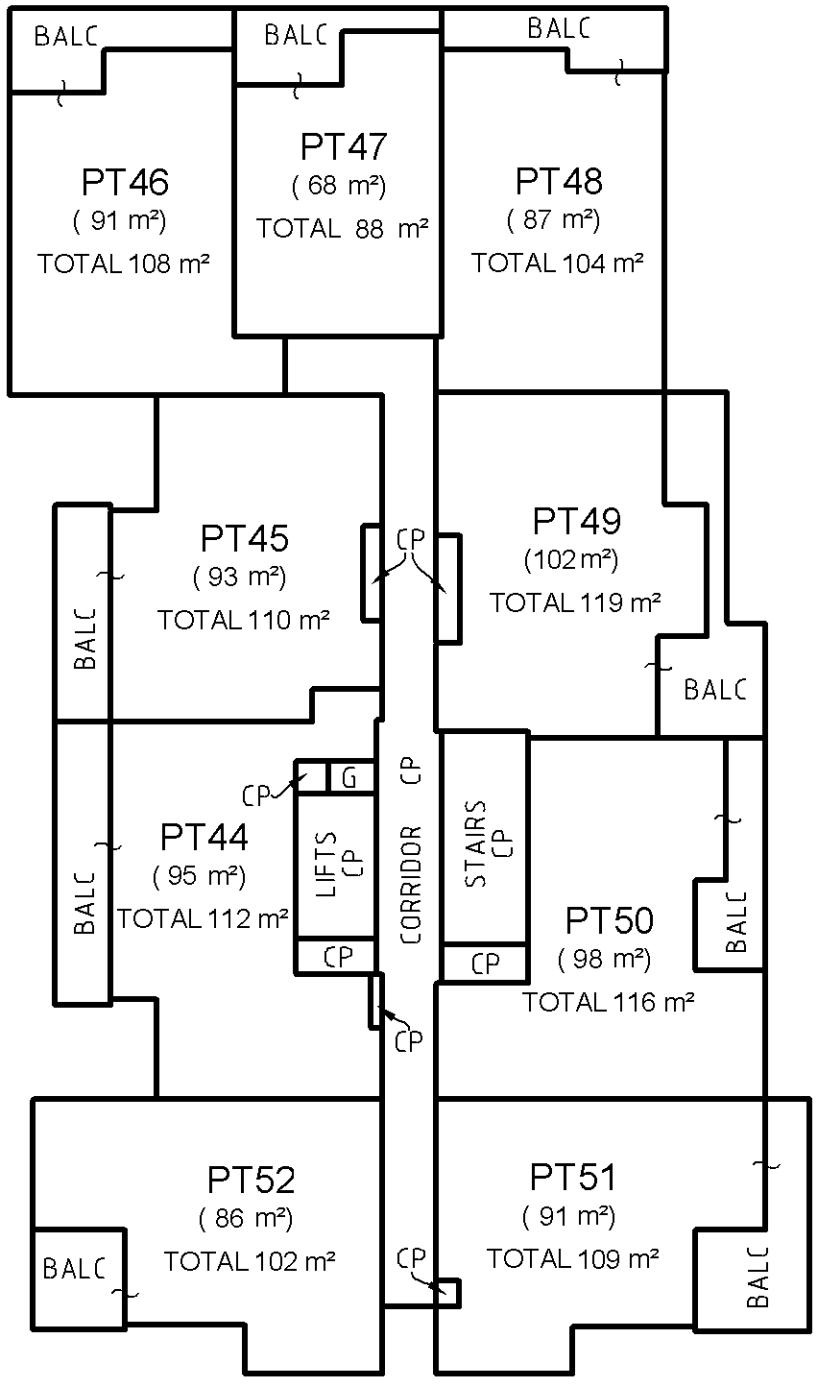
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 5/11/2019	SP100257

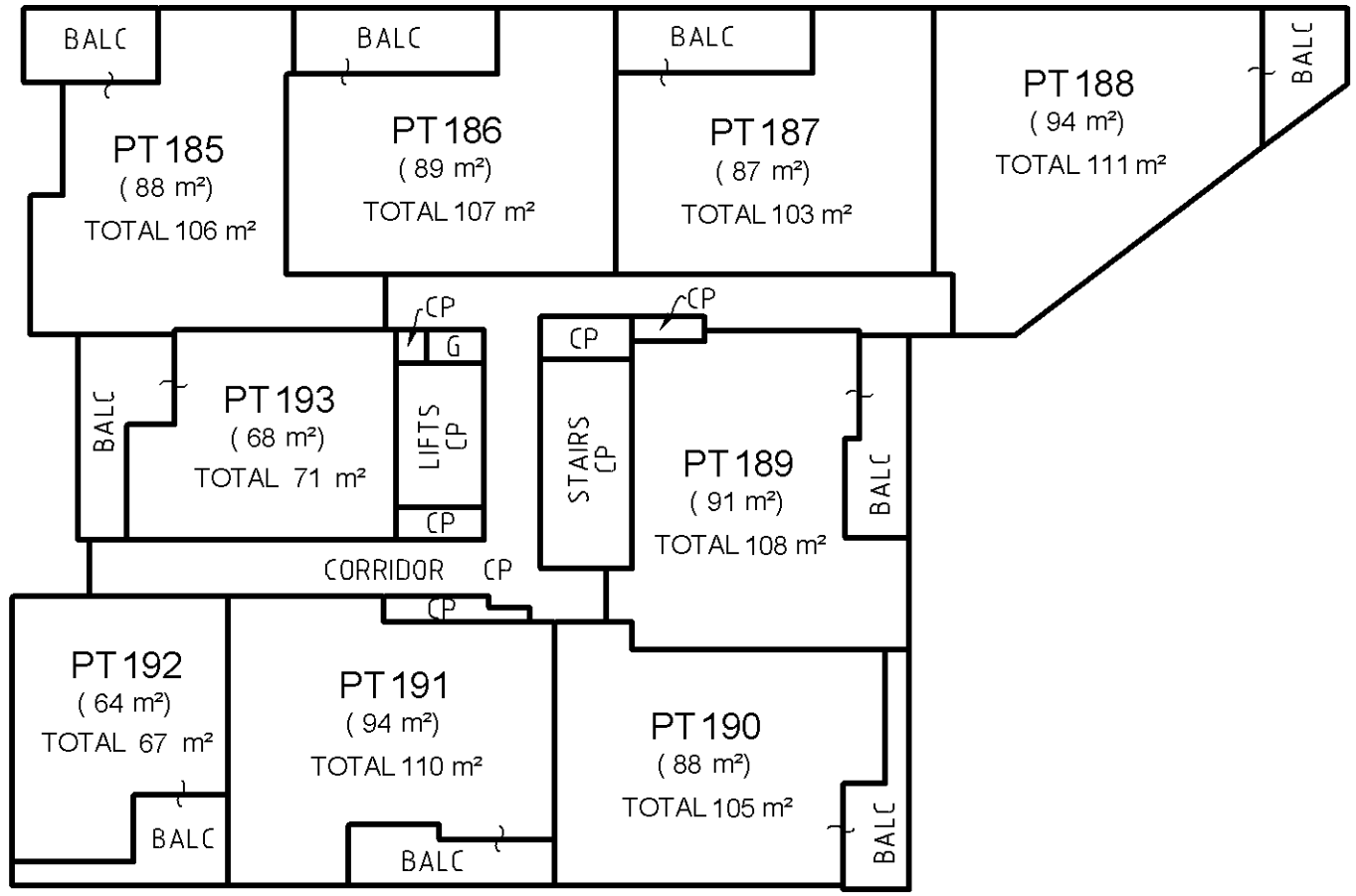
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LEVEL 6

BUILDING A



BUILDING B



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE CHUTE (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

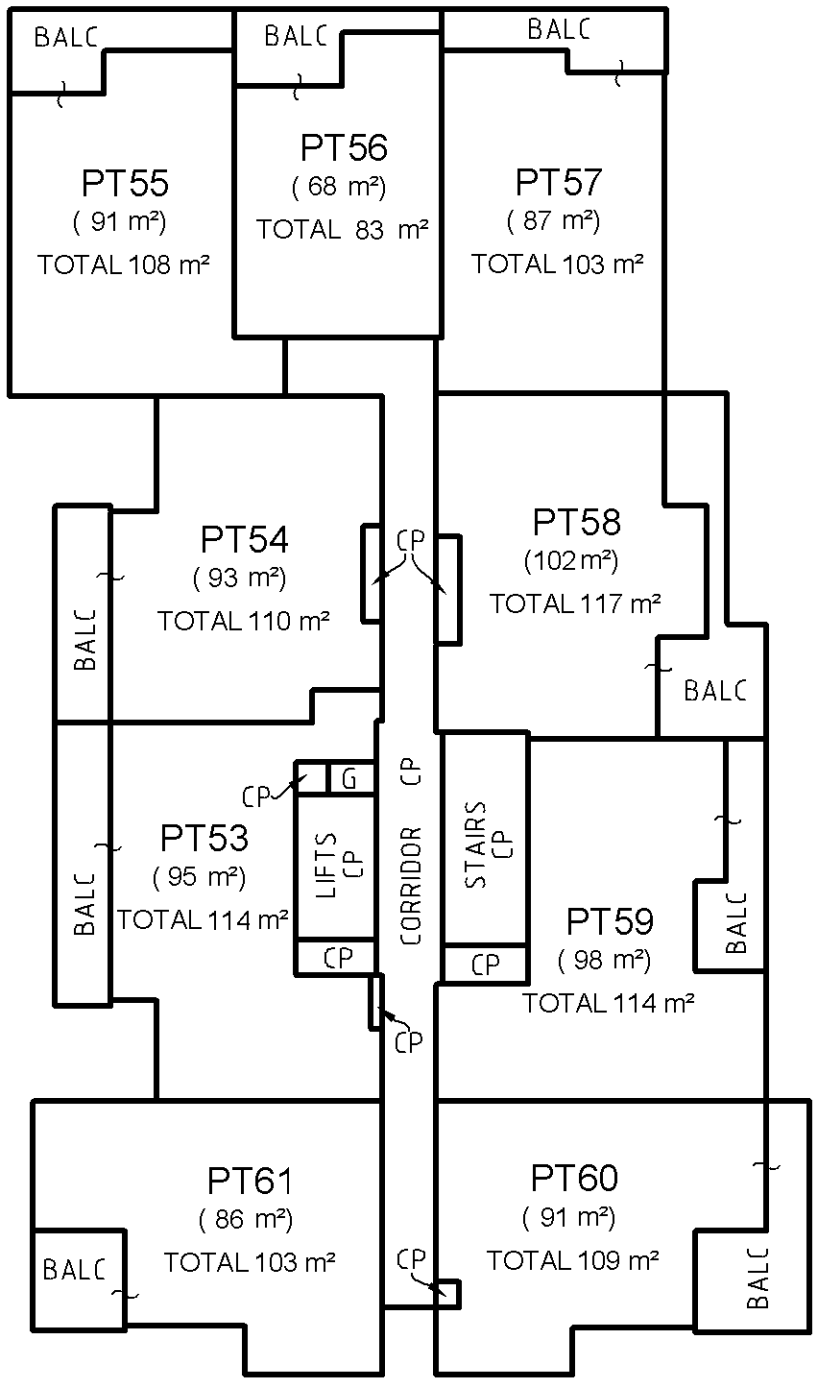
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SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 5/11/2019	SP100257

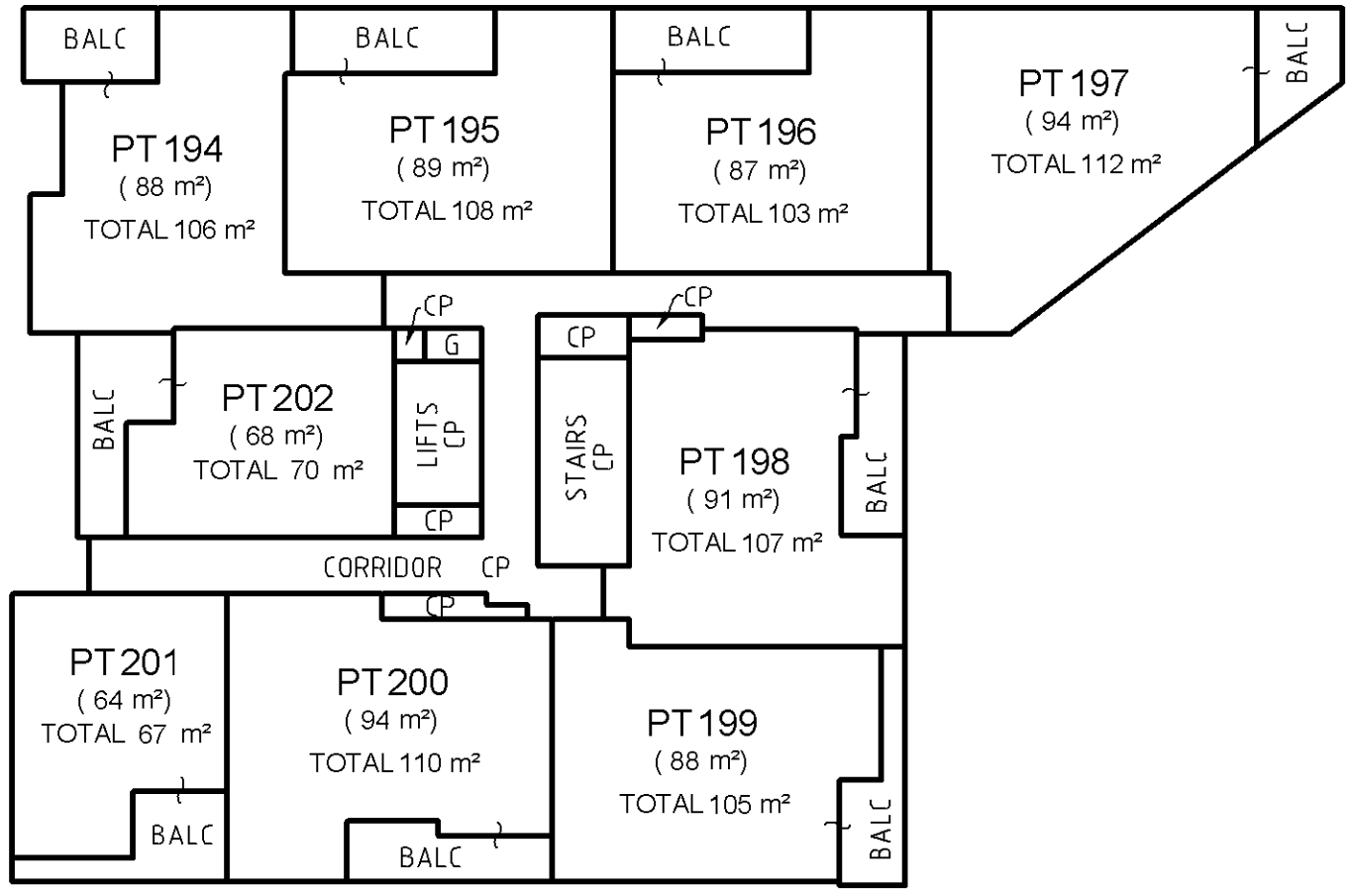
© Office of the Registrar-General /Src:Hazlett /Ref:JETS-LENA-LeonardTeng /Doc:SP 0100257 P /Rev:06-Nov-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:30 /Seq:27 of 51 /Req:R774943

LEVEL 7

BUILDING A



BUILDING B



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE CHUTE (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

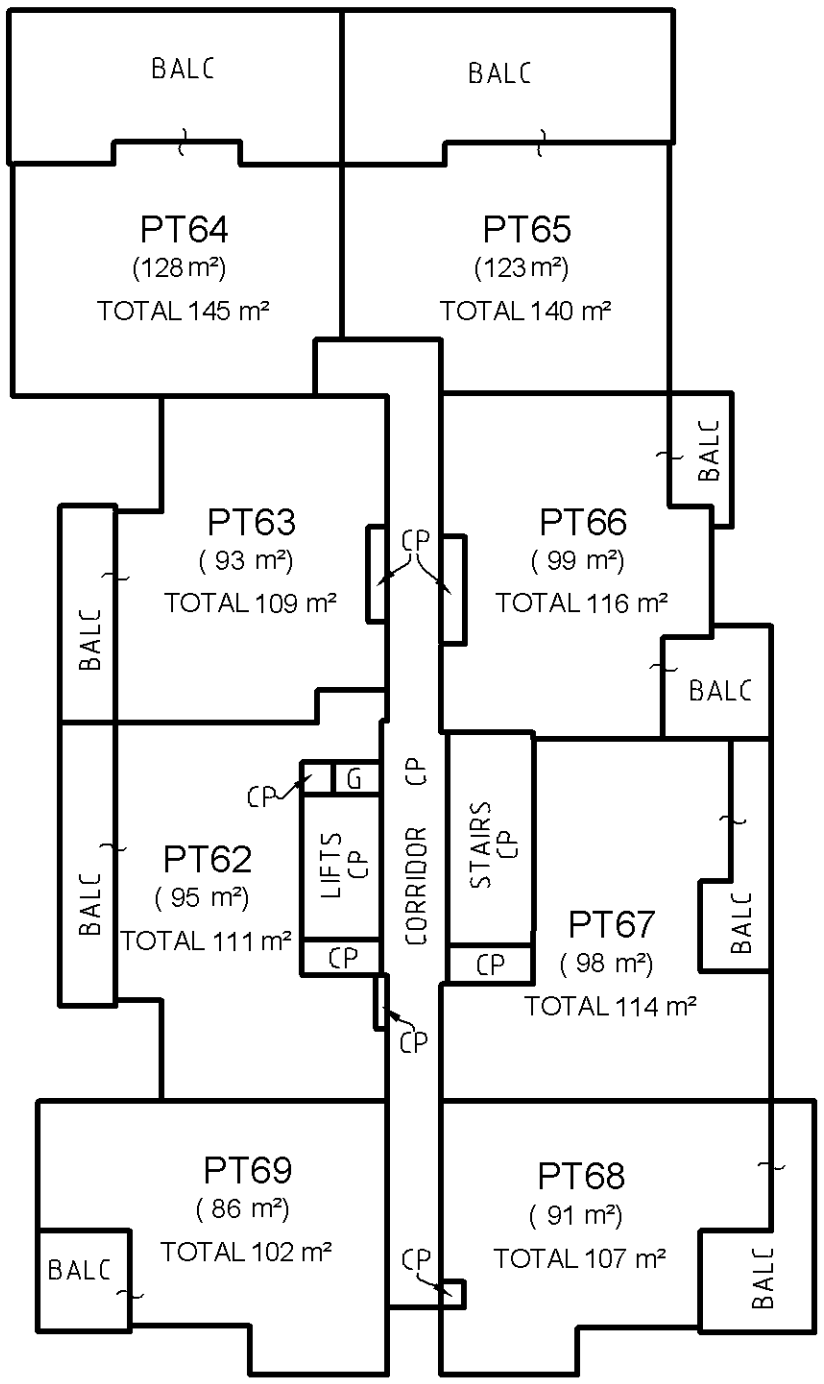
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SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 5/11/2019	SP100257

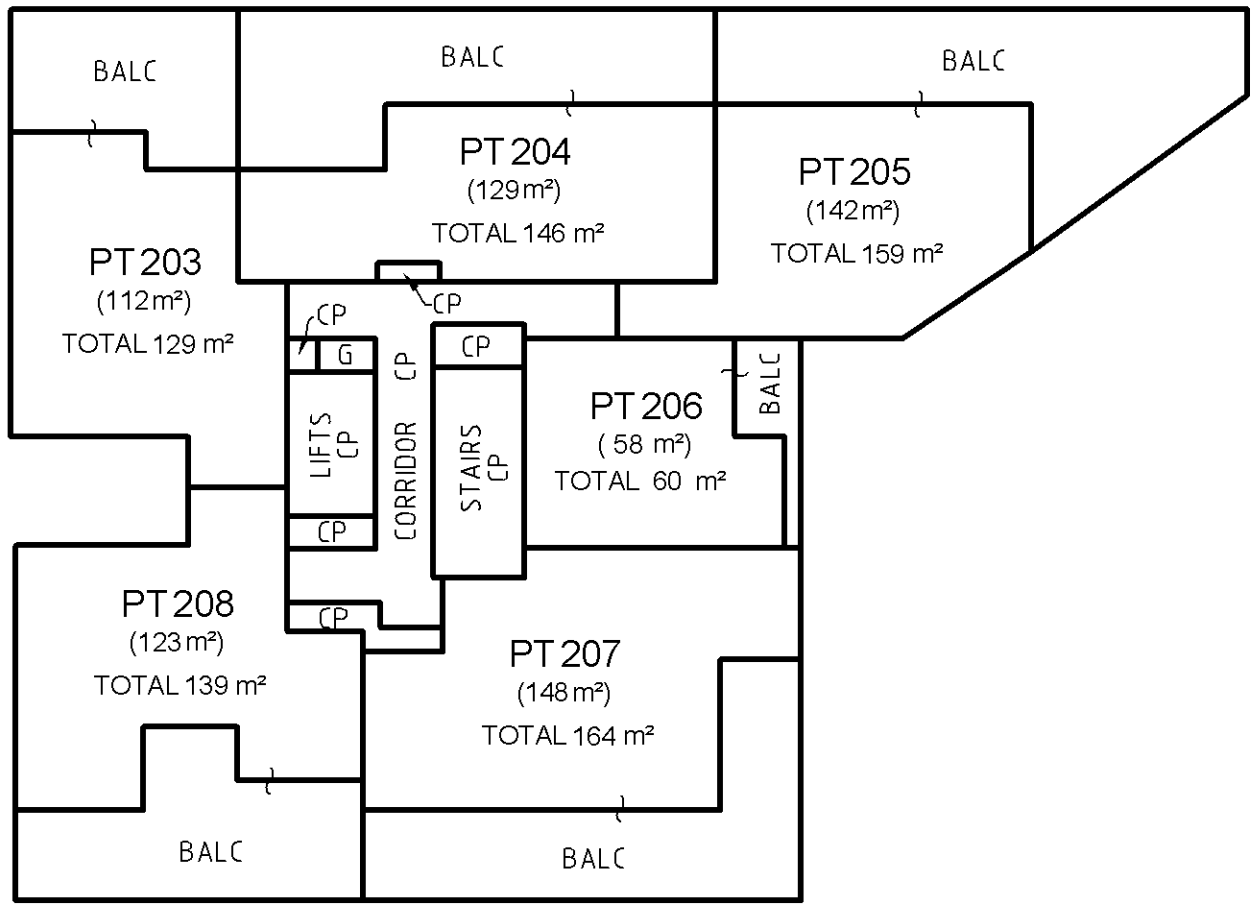
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LEVEL 8

BUILDING A



BUILDING B



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE CHUTE (CP)

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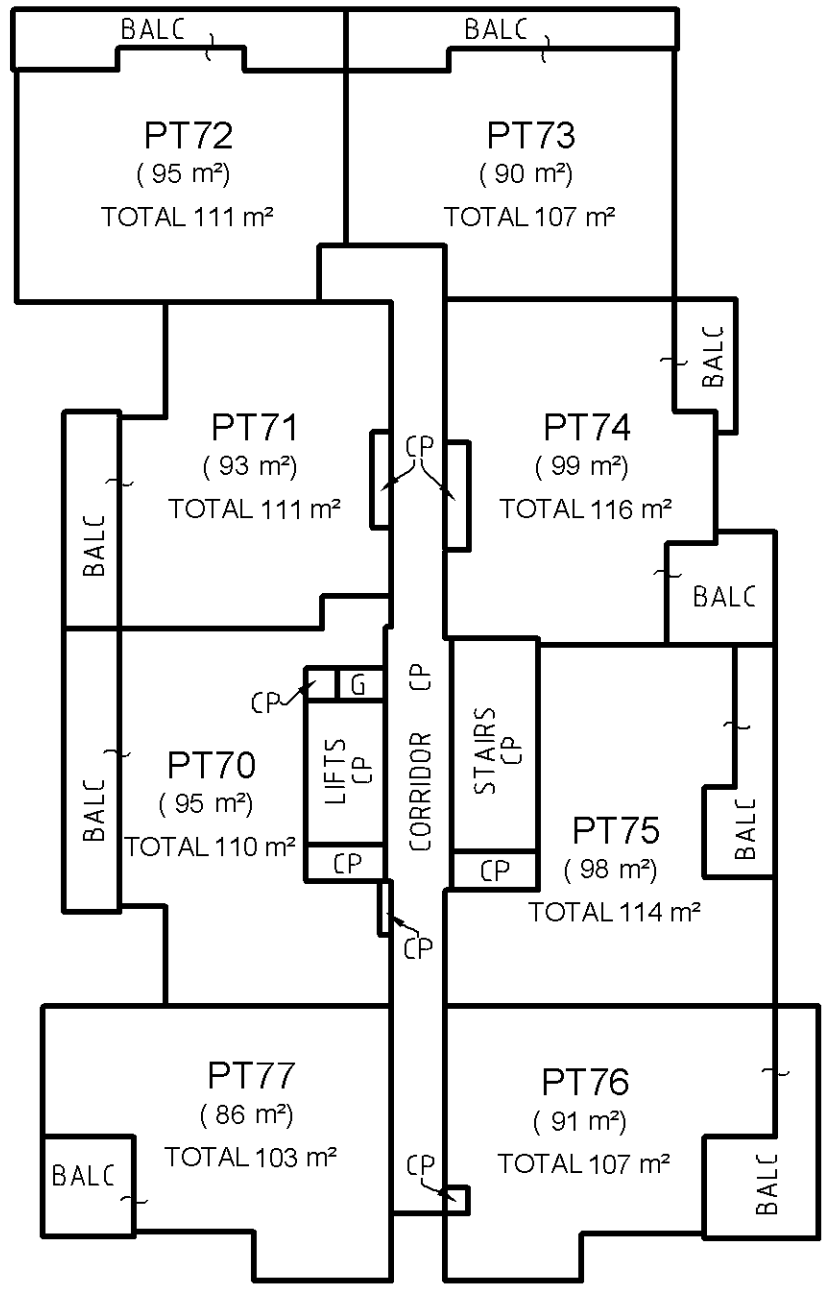
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SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 5/11/2019	SP100257

Reg:R774943 /Doc:SP 0100257 P /Rev:06-Nov-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:30 /Seq:29 of 51
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LEVEL 9

BUILDING A



BUILDING B

NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE CHUTE (CP)

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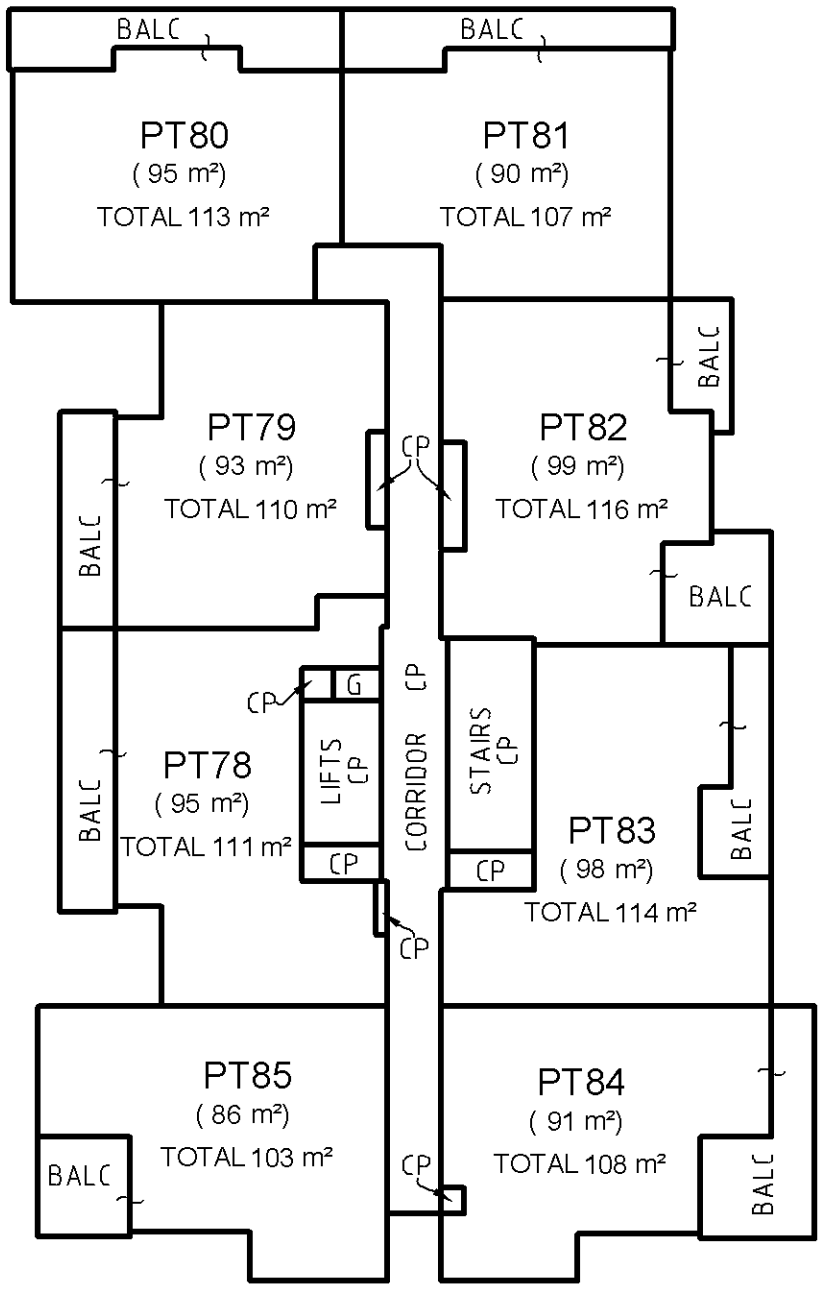
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Reg:R774943 /Doc:SP 0100257 P /Rev:06-Nov-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:30 /Seq:30 of 51
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LEVEL 10

BUILDING A



BUILDING B

NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE CHUTE (CP)

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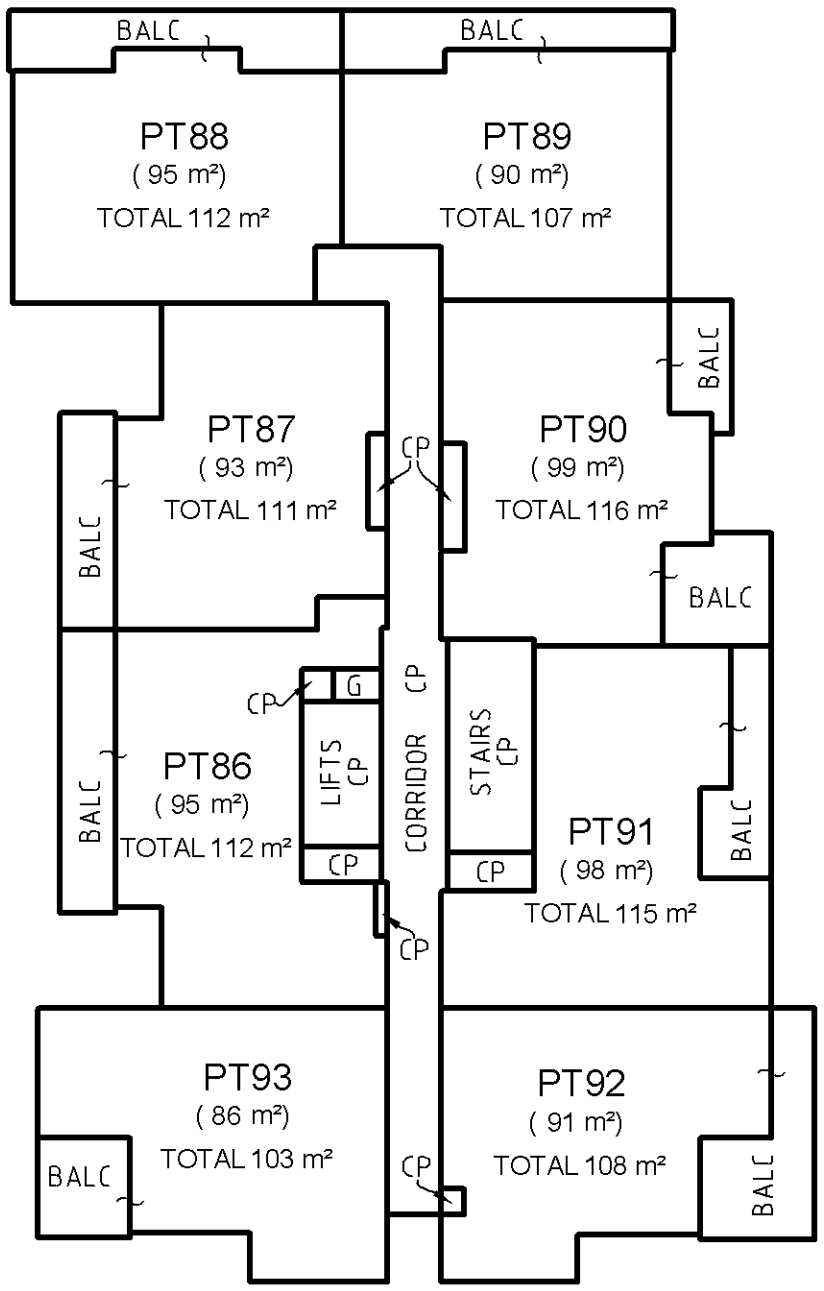
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Req:R774943 /Doc:SP 0100257 P /Rev:06-Nov-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:30 /Seq:31 of 51
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LEVEL 11

BUILDING A



BUILDING B

NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE CHUTE (CP)

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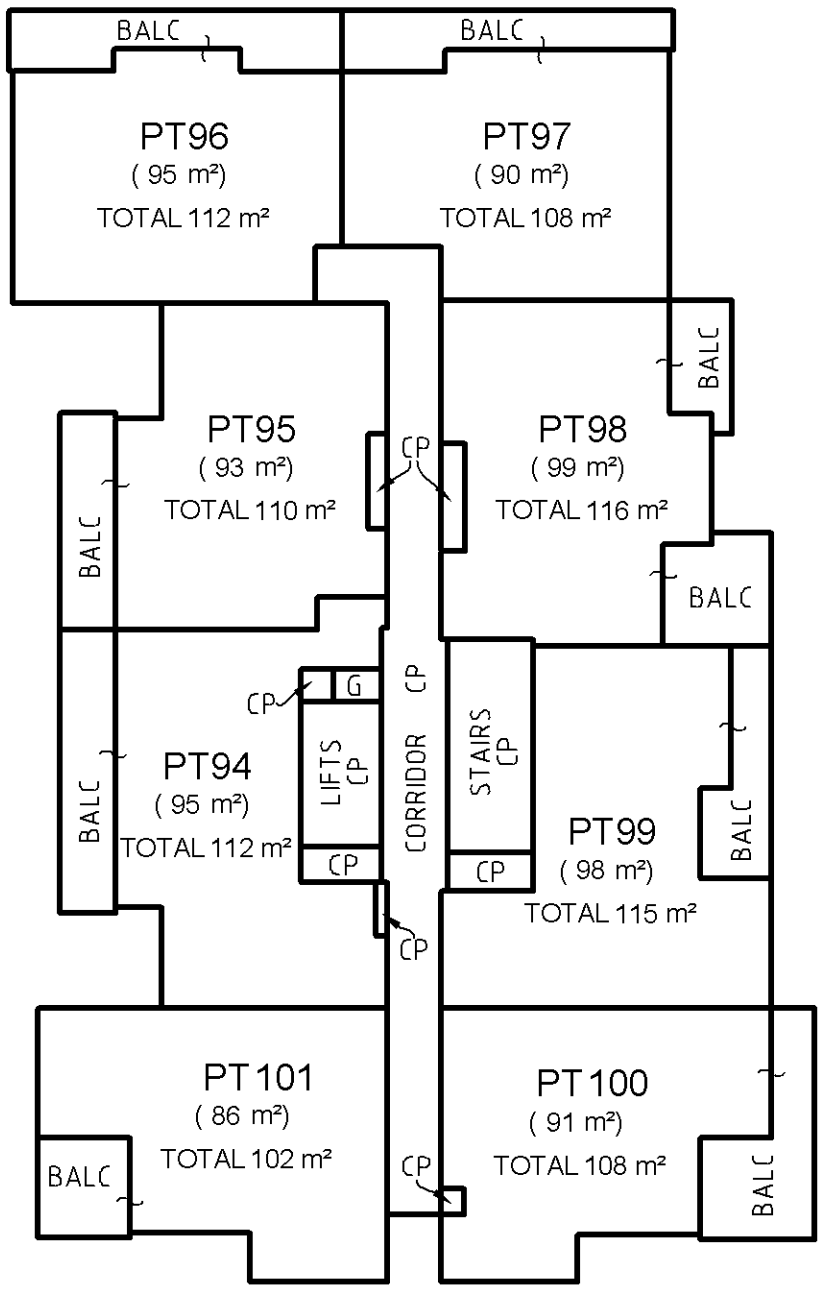
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SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA	Registered	SP100257
Name: JACEK IDZIKOWSKI		Locality : EPPING	5/11/2019	
Date: 30 / 07 / 2019		Reduction Ratio 1: 250		
Surveyor's Reference: 43220 008SP [PPN SP100257]		Lengths are in metres.		

Reg:R774943 /Doc:SP 0100257 P /Rev:06-Nov-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:30 /Seq:32 of 51
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LEVEL 12

BUILDING A



BUILDING B

NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE CHUTE (CP)

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

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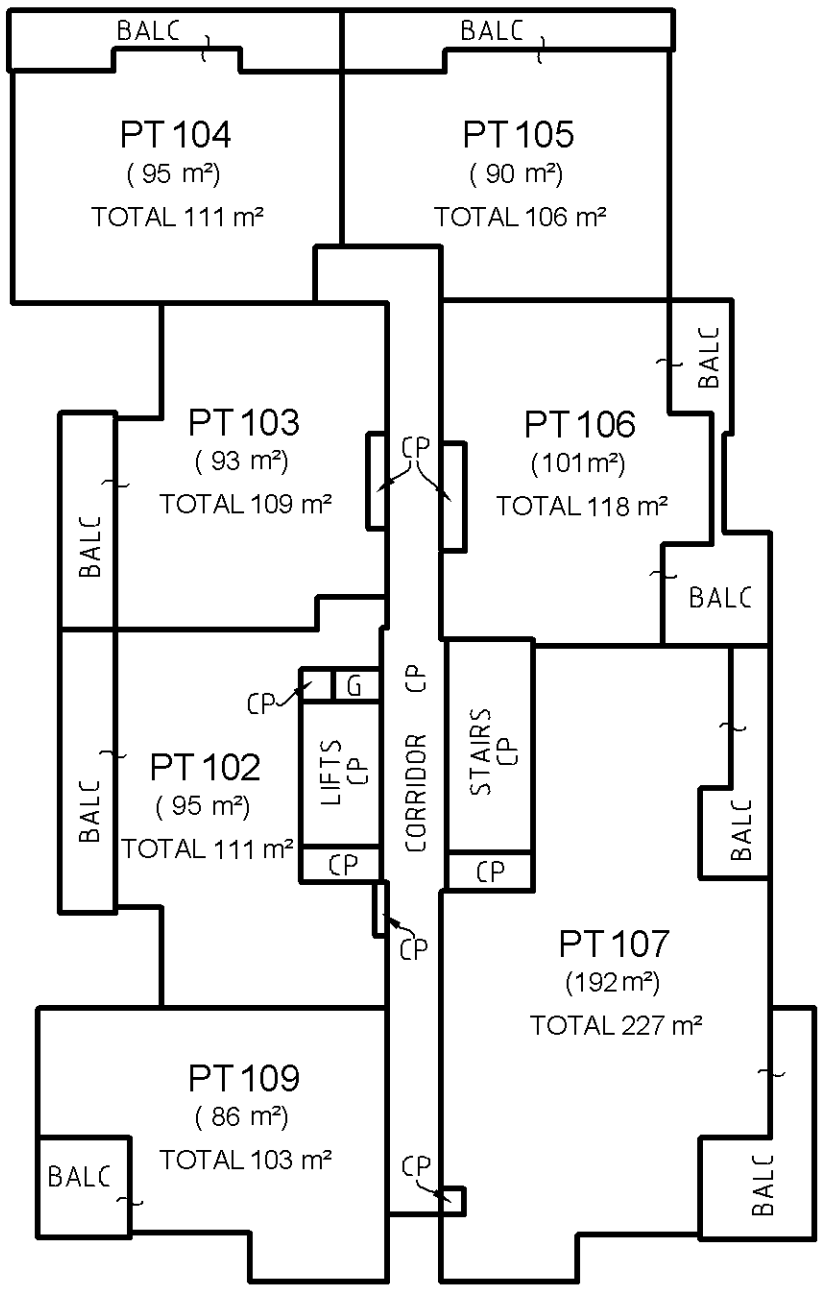
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 5/11/2019	SP100257

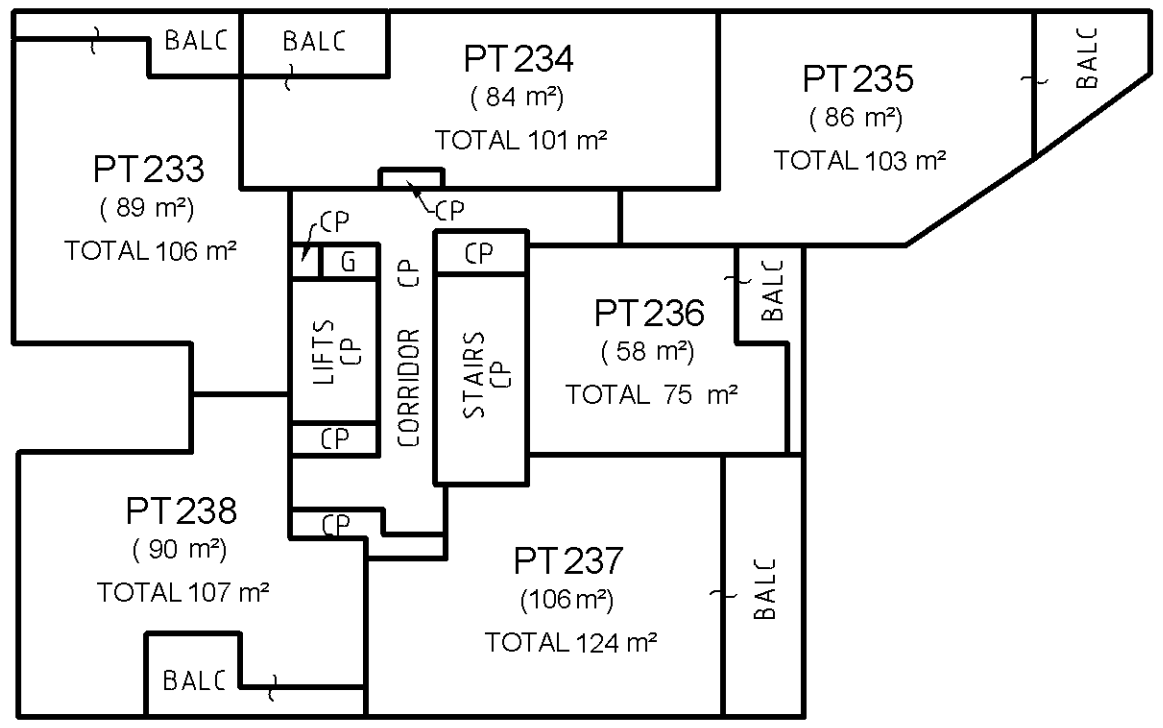
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LEVEL 13

BUILDING A



BUILDING B



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE CHUTE (CP)

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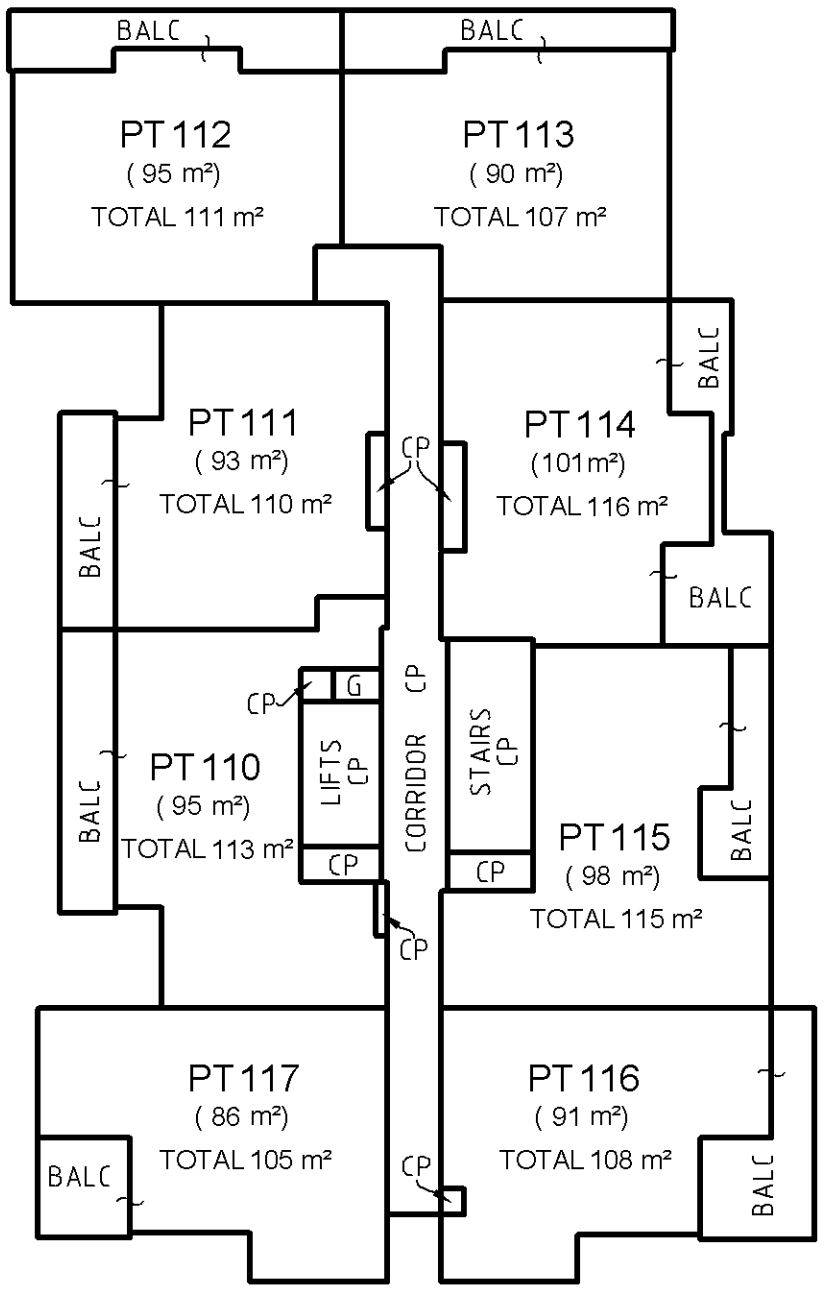
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SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA	Registered	SP100257
Name: JACEK IDZIKOWSKI		Locality : EPPING	5/11/2019	
Date: 30 / 07 / 2019		Reduction Ratio 1: 250		
Surveyor's Reference: 43220 008SP [PPN SP100257]		Lengths are in metres.		

Req:R774943 /Doc:SP 0100257 P /Rev:06-Nov-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:30 /Seq:34 of 51
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LEVEL 14

BUILDING A



BUILDING B

NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE CHUTE (CP)

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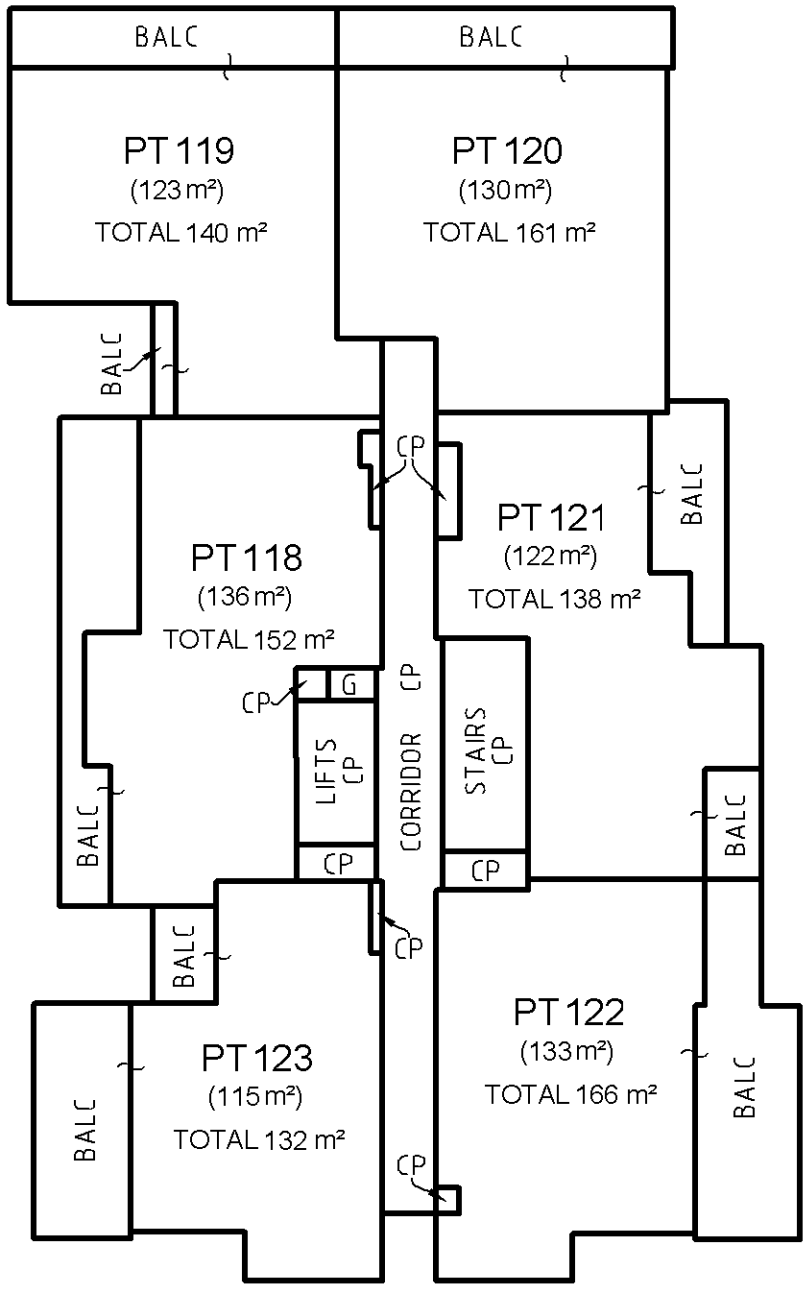
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 5/11/2019	SP100257

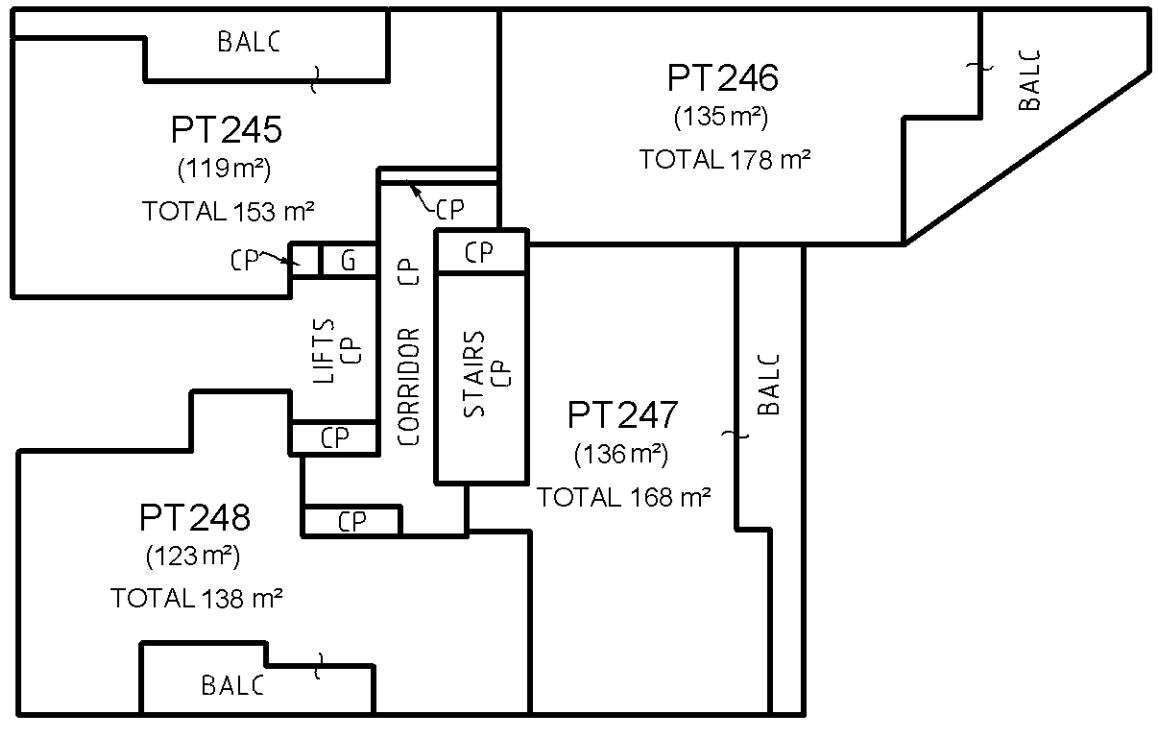
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LEVEL 15

BUILDING A



BUILDING B



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE CHUTE (CP)

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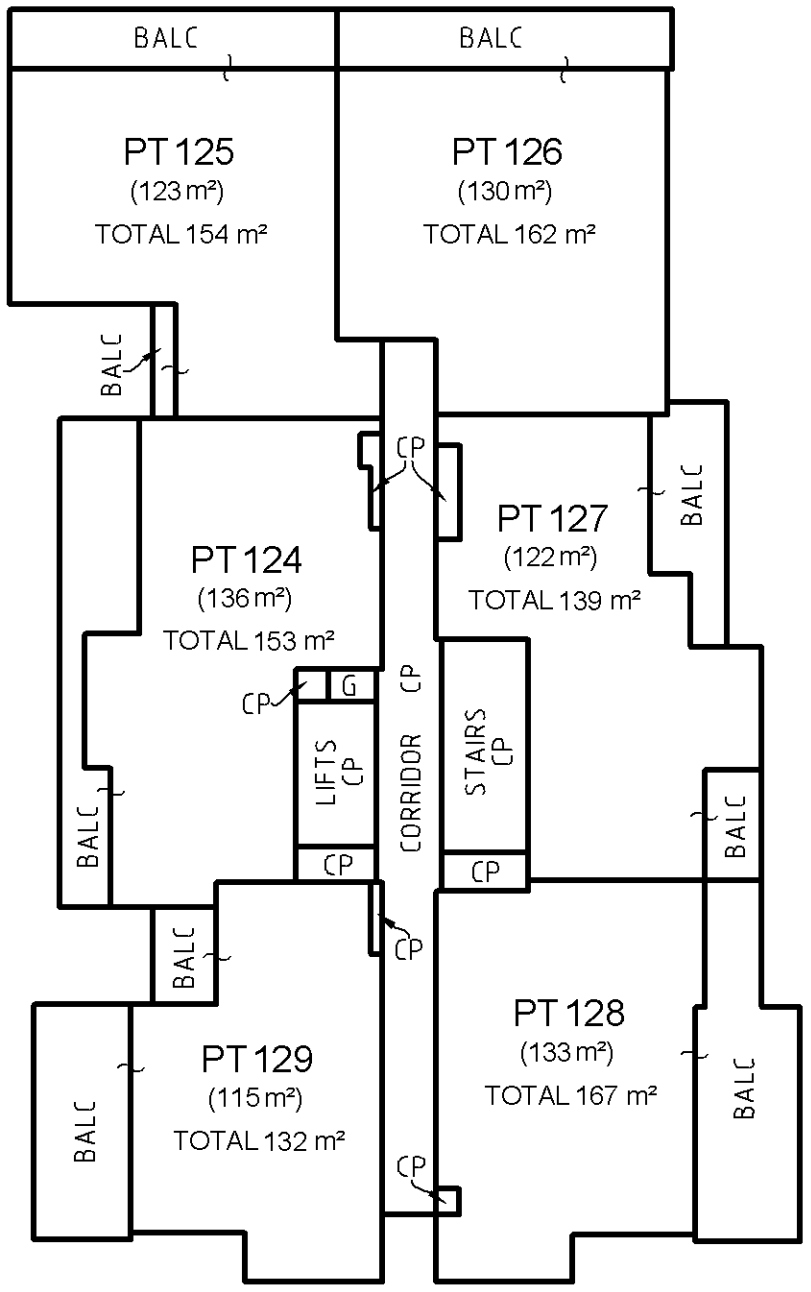
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SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 5/11/2019	SP100257

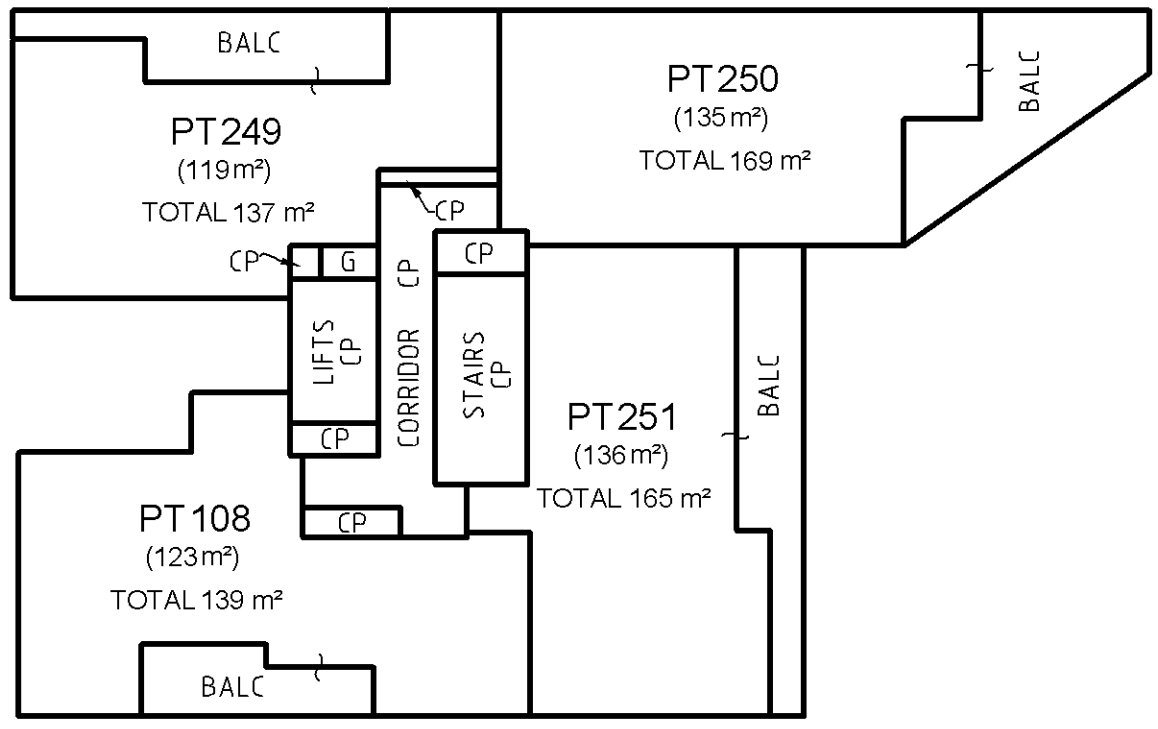
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LEVEL 16

BUILDING A



BUILDING B



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE CHUTE (CP)

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

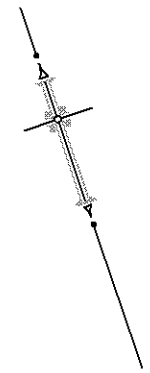
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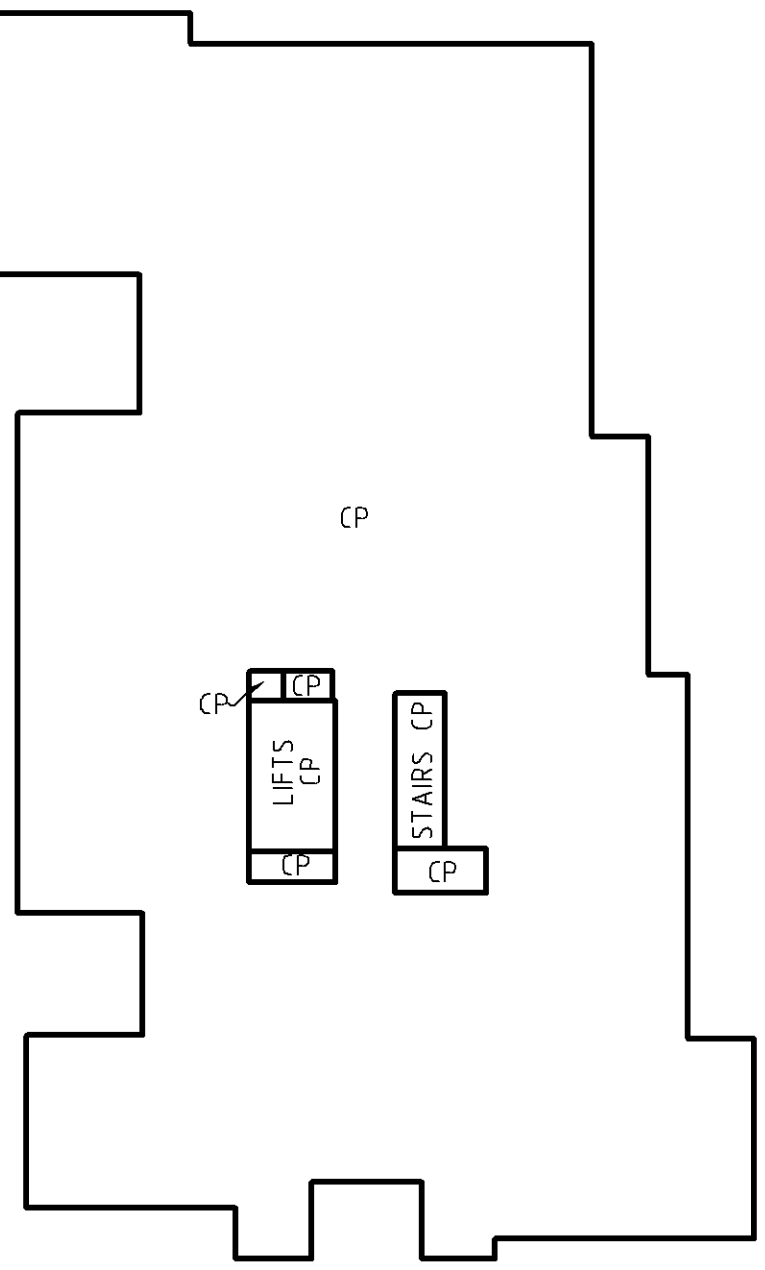
SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA	Registered	SP100257
Name: JACEK IDZIKOWSKI		Locality : EPPING		
Date: 30 / 07 / 2019		Reduction Ratio 1: 250	5/11/2019	
Surveyor's Reference: 43220 008SP [PPN SP100257]		Lengths are in metres.		

Reg:R774943 /Doc:SP 0100257 P /Rev:06-Nov-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:30 /Seq:37 of 51
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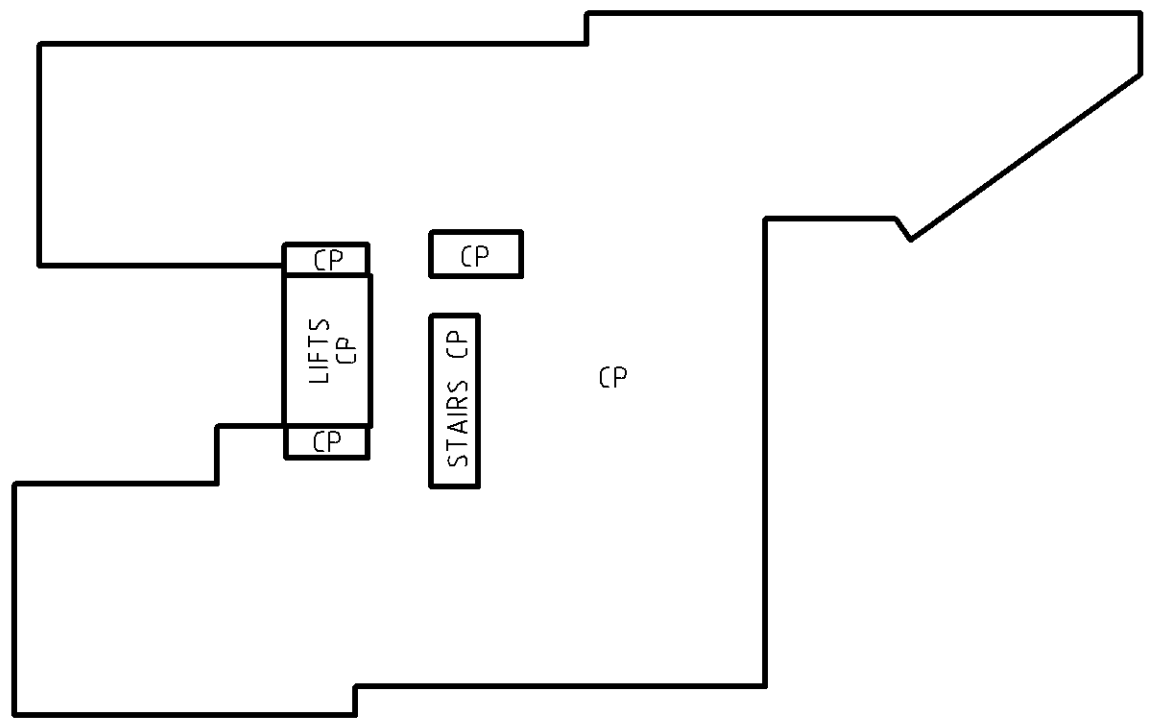
ROOF LEVEL



BUILDING A



BUILDING B



NOTES:

CP ~ COMMON PROPERTY

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

SURVEYOR Name: JACEK IDZIKOWSKI Date: 30 / 07 / 2019 Surveyor's Reference: 43220 008SP [PPN SP100257]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1247078	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 5/11/2019	SP100257

Req:R774943 /Doc:SP 0100257 P /Rev:06-Nov-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:30 /Seq:38 of 51
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ePlan

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 14 sheet(s)

Office Use Only

Registered: 5/11/2019

Office Use Only

SP100257

PLAN OF SUBDIVISION OF LOT 100 IN DP1247078

LGA: CITY OF PARRAMATTA

Locality: EPPING

Parish: FIELD OF MARS

County: CUMBERLAND

This is a ***FREEHOLD/*~~LEASEHOLD~~** Strata Scheme

Address for Service of Documents

Strata Title Management Pty Ltd
PO Box 2727
TAREN POINT NSW 2229

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:

* ~~Model by-laws for residential strata schemes together with:~~
~~Keeping of animals: Option *A/*B~~
~~Smoke penetration: Option *A/*B~~
~~(see Schedule 3 *Strata Schemes Management Regulation 2016*)~~

* The strata by-laws lodged with the plan.

Surveyor's Certificate

I JACEK IDZIKOWSKI, of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072,

being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

*The building encroaches on:

*(a) a public place

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

Signature: .....

Date: 30-07-2019

Surveyor ID: 7255

Surveyor's Reference: 43220 008SP

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

Strata Certificate (Accredited Certifier)

I ANDREW SYMONDS being an Accredited Certifier, accreditation number BPB 1837, 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: 15589

Relevant Planning Approval No.: CDC 15588

Issued by: ANDREW SYMONDS

Signature: .....

Date: 4 OCTOBER 2019

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

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SP FORM 3.07	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of 14 sheet(s)

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VALUER'S CERTIFICATE

I, Danny Sukkar (AAPI No.68873) being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: ..... Date 23 September 2019

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	LOT NO	UE	LOT NO	UE
1	54	26	37	51	39
2	24	27	37	52	38
3	37	28	38	53	38
4	36	29	31	54	39
5	48	30	37	55	39
6	58	31	38	56	32
7	52	32	39	57	38
8	36	33	38	58	39
9	36	34	37	59	40
10	37	35	37	60	39
11	28	36	38	61	38
12	36	37	38	62	39
13	37	38	32	63	39
14	38	39	37	64	42
15	37	40	39	65	41
16	36	41	39	66	40
17	37	42	38	67	40
18	37	43	37	68	39
19	37	44	38	69	39
20	28	45	38	70	39
21	37	46	39	71	39
22	38	47	32	72	40
23	38	48	38	73	40
24	37	49	39	74	40
25	37	50	39	75	41

Surveyor's Reference: 43220 008SP

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 14 sheet(s)

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- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

SCHEDULE OF UNIT ENTITLEMENT continued

LOT NO	UE	LOT NO	UE	LOT NO	UE
76	40	101	40	126	63
77	39	102	41	127	58
78	40	103	41	128	65
79	40	104	42	129	48
80	41	105	41	130	26
81	40	106	42	131	45
82	40	107	92	132	25
83	41	108	64	133	51
84	40	109	41	134	39
85	40	110	41	135	26
86	40	111	42	136	37
87	40	112	43	137	25
88	41	113	42	138	25
89	40	114	42	139	25
90	41	115	43	140	38
91	42	116	42	141	38
92	41	117	41	142	37
93	40	118	58	143	36
94	40	119	55	144	25
95	41	120	62	145	25
96	42	121	57	146	38
97	41	122	61	147	25
98	41	123	47	148	25
99	42	124	61	149	25
100	41	125	61	150	39

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SCHEDULE OF UNIT ENTITLEMENT continued

LOT NO	UE	LOT NO	UE	LOT NO	UE
151	38	176	39	201	27
152	37	177	38	202	27
153	37	178	38	203	42
154	25	179	40	204	43
155	26	180	39	205	43
156	38	181	39	206	27
157	26	182	38	207	52
158	26	183	26	208	42
159	26	184	27	209	41
160	39	185	39	210	40
161	39	186	39	211	41
162	38	187	38	212	28
163	37	188	40	213	50
164	26	189	40	214	39
165	26	190	39	215	41
166	38	191	38	216	41
167	26	192	26	217	41
168	27	193	27	218	31
169	27	194	39	219	51
170	39	195	39	220	39
171	39	196	39	221	42
172	38	197	41	222	41
173	37	198	40	223	42
174	26	199	39	224	32
175	27	200	39	225	52

Surveyor's Reference: 43220 008SP

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SCHEDULE OF UNIT ENTITLEMENT continued

LOT NO	UE	LOT NO	UE	LOT NO	UE
226	40	236	32	246	66
227	42	237	48	247	68
228	42	238	41	248	63
229	42	239	43	249	61
230	29	240	42	250	67
231	53	241	43	251	69
232	40	242	33	TOTAL	10000
233	42	243	48		
234	42	244	41		
235	42	245	64		

STRATA MANAGEMENT STATEMENT IS REGISTERED WITH THIS PLAN

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STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS	ADDRESS	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP		36-38	OXFORD	STREET	EPPING
1	101	36	OXFORD	STREET	EPPING
2	102	36	OXFORD	STREET	EPPING
3	103	36	OXFORD	STREET	EPPING
4	104	36	OXFORD	STREET	EPPING
5	105	36	OXFORD	STREET	EPPING
6	106	36	OXFORD	STREET	EPPING
7	107	36	OXFORD	STREET	EPPING
8	201	36	OXFORD	STREET	EPPING
9	202	36	OXFORD	STREET	EPPING
10	203	36	OXFORD	STREET	EPPING
11	204	36	OXFORD	STREET	EPPING
12	205	36	OXFORD	STREET	EPPING
13	206	36	OXFORD	STREET	EPPING
14	207	36	OXFORD	STREET	EPPING
15	208	36	OXFORD	STREET	EPPING
16	209	36	OXFORD	STREET	EPPING
17	301	36	OXFORD	STREET	EPPING
18	302	36	OXFORD	STREET	EPPING
19	303	36	OXFORD	STREET	EPPING
20	304	36	OXFORD	STREET	EPPING
21	305	36	OXFORD	STREET	EPPING
22	306	36	OXFORD	STREET	EPPING
23	307	36	OXFORD	STREET	EPPING
24	308	36	OXFORD	STREET	EPPING
25	309	36	OXFORD	STREET	EPPING
26	401	36	OXFORD	STREET	EPPING
27	402	36	OXFORD	STREET	EPPING
28	403	36	OXFORD	STREET	EPPING
29	404	36	OXFORD	STREET	EPPING
30	405	36	OXFORD	STREET	EPPING
31	406	36	OXFORD	STREET	EPPING
32	407	36	OXFORD	STREET	EPPING
33	408	36	OXFORD	STREET	EPPING

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STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
34	409	36	OXFORD	STREET	EPPING
35	501	36	OXFORD	STREET	EPPING
36	502	36	OXFORD	STREET	EPPING
37	503	36	OXFORD	STREET	EPPING
38	504	36	OXFORD	STREET	EPPING
39	505	36	OXFORD	STREET	EPPING
40	506	36	OXFORD	STREET	EPPING
41	507	36	OXFORD	STREET	EPPING
42	508	36	OXFORD	STREET	EPPING
43	509	36	OXFORD	STREET	EPPING
44	601	36	OXFORD	STREET	EPPING
45	602	36	OXFORD	STREET	EPPING
46	603	36	OXFORD	STREET	EPPING
47	604	36	OXFORD	STREET	EPPING
48	605	36	OXFORD	STREET	EPPING
49	606	36	OXFORD	STREET	EPPING
50	607	36	OXFORD	STREET	EPPING
51	608	36	OXFORD	STREET	EPPING
52	609	36	OXFORD	STREET	EPPING
53	701	36	OXFORD	STREET	EPPING
54	702	36	OXFORD	STREET	EPPING
55	703	36	OXFORD	STREET	EPPING
56	704	36	OXFORD	STREET	EPPING
57	705	36	OXFORD	STREET	EPPING
58	706	36	OXFORD	STREET	EPPING
59	707	36	OXFORD	STREET	EPPING
60	708	36	OXFORD	STREET	EPPING
61	709	36	OXFORD	STREET	EPPING
62	801	36	OXFORD	STREET	EPPING
63	802	36	OXFORD	STREET	EPPING
64	803	36	OXFORD	STREET	EPPING
65	804	36	OXFORD	STREET	EPPING
66	805	36	OXFORD	STREET	EPPING
67	806	36	OXFORD	STREET	EPPING

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STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
68	807	36	OXFORD	STREET	EPPING
69	808	36	OXFORD	STREET	EPPING
70	901	36	OXFORD	STREET	EPPING
71	902	36	OXFORD	STREET	EPPING
72	903	36	OXFORD	STREET	EPPING
73	904	36	OXFORD	STREET	EPPING
74	905	36	OXFORD	STREET	EPPING
75	906	36	OXFORD	STREET	EPPING
76	907	36	OXFORD	STREET	EPPING
77	908	36	OXFORD	STREET	EPPING
78	1001	36	OXFORD	STREET	EPPING
79	1002	36	OXFORD	STREET	EPPING
80	1003	36	OXFORD	STREET	EPPING
81	1004	36	OXFORD	STREET	EPPING
82	1005	36	OXFORD	STREET	EPPING
83	1006	36	OXFORD	STREET	EPPING
84	1007	36	OXFORD	STREET	EPPING
85	1008	36	OXFORD	STREET	EPPING
86	1101	36	OXFORD	STREET	EPPING
87	1102	36	OXFORD	STREET	EPPING
88	1103	36	OXFORD	STREET	EPPING
89	1104	36	OXFORD	STREET	EPPING
90	1105	36	OXFORD	STREET	EPPING
91	1106	36	OXFORD	STREET	EPPING
92	1107	36	OXFORD	STREET	EPPING
93	1108	36	OXFORD	STREET	EPPING
94	1201	36	OXFORD	STREET	EPPING
95	1202	36	OXFORD	STREET	EPPING
96	1203	36	OXFORD	STREET	EPPING
97	1204	36	OXFORD	STREET	EPPING
98	1205	36	OXFORD	STREET	EPPING
99	1206	36	OXFORD	STREET	EPPING
100	1207	36	OXFORD	STREET	EPPING
101	1208	36	OXFORD	STREET	EPPING

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STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
102	1301	36	OXFORD	STREET	EPPING
103	1302	36	OXFORD	STREET	EPPING
104	1303	36	OXFORD	STREET	EPPING
105	1304	36	OXFORD	STREET	EPPING
106	1305	36	OXFORD	STREET	EPPING
107	1306	36	OXFORD	STREET	EPPING
109	1307	36	OXFORD	STREET	EPPING
110	1401	36	OXFORD	STREET	EPPING
111	1402	36	OXFORD	STREET	EPPING
112	1403	36	OXFORD	STREET	EPPING
113	1404	36	OXFORD	STREET	EPPING
114	1405	36	OXFORD	STREET	EPPING
115	1406	36	OXFORD	STREET	EPPING
116	1407	36	OXFORD	STREET	EPPING
117	1408	36	OXFORD	STREET	EPPING
118	1501	36	OXFORD	STREET	EPPING
119	1502	36	OXFORD	STREET	EPPING
120	1503	36	OXFORD	STREET	EPPING
121	1504	36	OXFORD	STREET	EPPING
122	1505	36	OXFORD	STREET	EPPING
123	1506	36	OXFORD	STREET	EPPING
124	1601	36	OXFORD	STREET	EPPING
125	1602	36	OXFORD	STREET	EPPING
126	1603	36	OXFORD	STREET	EPPING
127	1604	36	OXFORD	STREET	EPPING
128	1605	36	OXFORD	STREET	EPPING
129	1606	36	OXFORD	STREET	EPPING
130	G01	38	OXFORD	STREET	EPPING
131	G02	38	OXFORD	STREET	EPPING
132	G03	38	OXFORD	STREET	EPPING
133	G04	38	OXFORD	STREET	EPPING
134	G05	38	OXFORD	STREET	EPPING
135	G06	38	OXFORD	STREET	EPPING

Surveyor's Reference: 43220 008SP

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STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
136	101	38	OXFORD	STREET	EPPING
137	102	38	OXFORD	STREET	EPPING
138	103	38	OXFORD	STREET	EPPING
139	104	38	OXFORD	STREET	EPPING
140	105	38	OXFORD	STREET	EPPING
141	106	38	OXFORD	STREET	EPPING
142	107	38	OXFORD	STREET	EPPING
143	108	38	OXFORD	STREET	EPPING
144	109	38	OXFORD	STREET	EPPING
145	110	38	OXFORD	STREET	EPPING
146	201	38	OXFORD	STREET	EPPING
147	202	38	OXFORD	STREET	EPPING
148	203	38	OXFORD	STREET	EPPING
149	204	38	OXFORD	STREET	EPPING
150	205	38	OXFORD	STREET	EPPING
151	206	38	OXFORD	STREET	EPPING
152	207	38	OXFORD	STREET	EPPING
153	208	38	OXFORD	STREET	EPPING
154	209	38	OXFORD	STREET	EPPING
155	210	38	OXFORD	STREET	EPPING
156	301	38	OXFORD	STREET	EPPING
157	302	38	OXFORD	STREET	EPPING
158	303	38	OXFORD	STREET	EPPING
159	304	38	OXFORD	STREET	EPPING
160	305	38	OXFORD	STREET	EPPING
161	306	38	OXFORD	STREET	EPPING
162	307	38	OXFORD	STREET	EPPING
163	308	38	OXFORD	STREET	EPPING
164	309	38	OXFORD	STREET	EPPING
165	310	38	OXFORD	STREET	EPPING
166	401	38	OXFORD	STREET	EPPING
167	402	38	OXFORD	STREET	EPPING
168	403	38	OXFORD	STREET	EPPING
169	404	38	OXFORD	STREET	EPPING

Surveyor's Reference: 43220 008SP

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STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
170	405	38	OXFORD	STREET	EPPING
171	406	38	OXFORD	STREET	EPPING
172	407	38	OXFORD	STREET	EPPING
173	408	38	OXFORD	STREET	EPPING
174	409	38	OXFORD	STREET	EPPING
175	410	38	OXFORD	STREET	EPPING
176	501	38	OXFORD	STREET	EPPING
177	502	38	OXFORD	STREET	EPPING
178	503	38	OXFORD	STREET	EPPING
179	504	38	OXFORD	STREET	EPPING
180	505	38	OXFORD	STREET	EPPING
181	506	38	OXFORD	STREET	EPPING
182	507	38	OXFORD	STREET	EPPING
183	508	38	OXFORD	STREET	EPPING
184	509	38	OXFORD	STREET	EPPING
185	601	38	OXFORD	STREET	EPPING
186	602	38	OXFORD	STREET	EPPING
187	603	38	OXFORD	STREET	EPPING
188	604	38	OXFORD	STREET	EPPING
189	605	38	OXFORD	STREET	EPPING
190	606	38	OXFORD	STREET	EPPING
191	607	38	OXFORD	STREET	EPPING
192	608	38	OXFORD	STREET	EPPING
193	609	38	OXFORD	STREET	EPPING
194	701	38	OXFORD	STREET	EPPING
195	702	38	OXFORD	STREET	EPPING
196	703	38	OXFORD	STREET	EPPING
197	704	38	OXFORD	STREET	EPPING
198	705	38	OXFORD	STREET	EPPING
199	706	38	OXFORD	STREET	EPPING
200	707	38	OXFORD	STREET	EPPING
201	708	38	OXFORD	STREET	EPPING
202	709	38	OXFORD	STREET	EPPING
203	801	38	OXFORD	STREET	EPPING

Surveyor's Reference: 43220 008SP

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 12 of 14 sheet(s)

Office Use Only

Registered: 5/11/2019

Office Use Only

SP100257

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

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

STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
204	802	38	OXFORD	STREET	EPPING
205	803	38	OXFORD	STREET	EPPING
206	804	38	OXFORD	STREET	EPPING
207	805	38	OXFORD	STREET	EPPING
208	806	38	OXFORD	STREET	EPPING
209	901	38	OXFORD	STREET	EPPING
210	902	38	OXFORD	STREET	EPPING
211	903	38	OXFORD	STREET	EPPING
212	904	38	OXFORD	STREET	EPPING
213	905	38	OXFORD	STREET	EPPING
214	906	38	OXFORD	STREET	EPPING
215	1001	38	OXFORD	STREET	EPPING
216	1002	38	OXFORD	STREET	EPPING
217	1003	38	OXFORD	STREET	EPPING
218	1004	38	OXFORD	STREET	EPPING
219	1005	38	OXFORD	STREET	EPPING
220	1006	38	OXFORD	STREET	EPPING
221	1101	38	OXFORD	STREET	EPPING
222	1102	38	OXFORD	STREET	EPPING
223	1103	38	OXFORD	STREET	EPPING
224	1104	38	OXFORD	STREET	EPPING
225	1105	38	OXFORD	STREET	EPPING
226	1106	38	OXFORD	STREET	EPPING
227	1201	38	OXFORD	STREET	EPPING
228	1202	38	OXFORD	STREET	EPPING
229	1203	38	OXFORD	STREET	EPPING
230	1204	38	OXFORD	STREET	EPPING
231	1205	38	OXFORD	STREET	EPPING
232	1206	38	OXFORD	STREET	EPPING
233	1301	38	OXFORD	STREET	EPPING
234	1302	38	OXFORD	STREET	EPPING
235	1303	38	OXFORD	STREET	EPPING
236	1304	38	OXFORD	STREET	EPPING
237	1305	38	OXFORD	STREET	EPPING

Surveyor's Reference: 43220 008SP

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ePlan

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 13 of 14 sheet(s)

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Registered: 5/11/2019

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

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

STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
238	1306	38	OXFORD	STREET	EPPING
239	1401	38	OXFORD	STREET	EPPING
240	1402	38	OXFORD	STREET	EPPING
241	1403	38	OXFORD	STREET	EPPING
242	1404	38	OXFORD	STREET	EPPING
243	1405	38	OXFORD	STREET	EPPING
244	1406	38	OXFORD	STREET	EPPING
245	1501	38	OXFORD	STREET	EPPING
246	1502	38	OXFORD	STREET	EPPING
247	1503	38	OXFORD	STREET	EPPING
248	1504	38	OXFORD	STREET	EPPING
249	1601	38	OXFORD	STREET	EPPING
250	1602	38	OXFORD	STREET	EPPING
251	1603	38	OXFORD	STREET	EPPING
108	1604	38	OXFORD	STREET	EPPING

Surveyor's Reference: 43220 008SP

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ePlan

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 14 of 14 sheet(s)

Office Use Only	Office Use Only
Registered: 5/11/2019	SP100257

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

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

EXECUTED by)
GREATON EPPING HOLDINGS PTY LTD)
ACN 609 629 692)
in accordance with Section 127)
of the Corporations Act)

Bei Chu.

....

Signature of Director | Signature of Director/secretary

BEI CHU | ZHONGWEI TENG

....

NAME (please print) | NAME (please print)

Signed, sealed and delivered for and on behalf of **ANZ Fiduciary Services Pty Ltd ACN 100 709 493** under power of attorney registered book 4711 number 227, in the presence of:

M J L

SIGNATURE OF WITNESS

MICHAEL DAWKINS

FULL NAME OF WITNESS (PRINT)

242 PITT STREET SYDNEY NSW 2000

ADDRESS OF WITNESS (PRINT)

ALISON CARLIN

SIGNATURE OF ATTORNEY

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

Surveyor's Reference: 43220 008SP

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No. L137680

'68 AUG 9 AM 11:10

New South Wales

R.P. 13A

FEES:—
Lodgment
Endorsement

STAMP DUTY

REGISTRAR GENERAL · NEW SOUTH WALES

LODGED 11-0 TRANSFER

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

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

(Trusts must not be disclosed in the transfer.)

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

All blanks should be ruled up before signing.

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

I, We, Keith Radford Woodlands of Epping, Chemist, Wilbur George Budge of Epping, Accountant, Clendon Russell Walker of Epping Produce Salesman, Thomas Baden Powell Watson of Epping, Mechanic, John Henry Lisle Bathgate of Epping, Trust Officer, Rodger Morrison Page of Epping, Clerk, Geoffrey Roberts Firth of Epping, Stores Manager, Maurice Clarence Bramham of Epping Engineer, Bruce Payton Giles of Epping, Bank Officer, Ross Graeme Parsons of Epping Town Clerk, Keith Portlock Chinchen of Epping, Company Manager, Thomas Henry Bremner of Epping, Clerk, Raymond William Hosking of Epping Company Representative, Bruce Fredinnick of Epping, Company Secretary, William John Pollock of Epping School Teacher being the majority of the Trustees named in the Register of Trustees mentioned in the Methodist Church Property Act, 1899-1902, (herein called transferor) being registered or entitled to be registered as the proprietor of an estate in fee simple[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TEN THOUSAND DOLLARS ($10,000.00) (the receipt whereof is hereby acknowledged) paid to it by CONSTRUCTION & DEVELOPMENT (N.S.W.) PTY. LIMITED

do hereby in accordance with the provisions of the Methodist Model Deed of New South Wales as authorised by the said Acts do hereby transfer to

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

b CONSTRUCTION & DEVELOPMENT (N.S.W.) PTY. LIMITED a Company duly incorporated and having its registered office at 88 Pitt Street, Sydney.

(herein called transferee)

of all the registered Proprietors

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

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

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

County	Parish	Reference to Title			Description of Lands (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	FIELD OF MARS	PART	6971	205	Lot 1 on Plan lodged with Transfer F319549 and Right of Way appurtenant thereto created by Transfer B61954

And reserving thereout a Right of Footway as hereinafter mentioned.

21668R

26495—W 9.65 K 1165—2 V. C. N. BLIGHT, GOVERNMENT PRINTER

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And the transferee covenant(s) with the transferor[d] that so long as the Trustees pursuant to the Methodist Model Deed shall be the owner of any Lot adjoining the land hereby transferred no fence shall be erected to divide the land hereby transferred from such adjoining Lot without the consent to the said Trustees but such consent shall not be withheld if such fence is erected without expense to the said Trustees and in favour of any person dealing with the Transferee such consent shall be deemed to have been given in respect of any fence for the time being erected AND IT IS HEREBY AGREED AND DECLARED that the land to which the benefit of this covenant is appurtenant is Lot C in M.P.S. R.P. 89716 and the land subject to the burden of this covenant is the land hereby transferred AND RESERVING out of the land hereby transferred over the strip of land four feet wide coloured brown on the said Certificate of Title Volume 6971 Folio 205 a Right of Footway in favour of the Transferor as appurtenant to each part of Lot C on M.P.S. R.P. 89716 being part of the land in Certificate of Title Volume 6971 Folio 205.
AND RESERVING ~~AND GRANTING~~ out of the land hereby transferred over the strip of land four feet wide coloured brown in the plan on the said Certificate of Title Volume 6971 Folio 205 a Right of Footway as appurtenant to each part of Lot D on D.P. 7647 being more particularly described in Certificate of Title Volume 6691 Folio 123.

d Strike out if unnecessary, or suitably adjust,
(i) if any easements are to be created or any exceptions to be made; or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.
Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.[e]

Right of way created by A35675.
Right of way created by B61954

e A very short note will suffice.

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

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

i Execution may be proved where the parties are resident:—
(*a*) *In any part of the British dominions outside the State of New South Wales* by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.
(*b*) *In the United Kingdom* by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
(*c*) *In any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

g Strike out unnecessary words.

j Add any other matter necessary to show that the power is effective.

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

Signed at Sydney the seventh day of July 1968.
a majority of
Signed in my presence by the transferors
WHO ~~IS~~ ARE PERSONALLY KNOWN TO ME
Hon Edwards
Justice of the Peace

Transferor.*

CONSTRUCTION & DEVELOPMENT (N.S.W.) PTY. LIMITED

hereby accepts

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

THE COMMON SEAL of CONSTRUCTION & DEVELOPMENT PTY. LIMITED was ~~Signed in my presence by the transferee~~ hereunto affixed by order of its Board of Directors in the ~~WHO IS PERSONALLY KNOWN TO ME~~ presence of:

CONSTRUCTION & DEVELOPMENT (N.S.W.) PTY. LIMITED — Common Seal

Transferee(s).

20/6/68

Secretary Director

I, WILLIAM JOHN HOBBIN of Sydney in the State of New South Wales, Methodist Minister, President for the time being of the New South Wales Conference of the Methodist Church of Australasia, do hereby certify that the consent of the Committee appointed by the said Conference under Clause 33. of the Methodist Model Deed has been given to the sale of the land comprised in the within memorandum of transfer.

As witness my hand this 6th day of August 1968.

SIGNED by the said WILLIAM JOHN HOBBIN in the presence of:

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .

Signed in the presence of—

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

Appeared before me, at , the day of , one thousand nine hundred and the attesting witness to this instrument, and declared that he personally knew , the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

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

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

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

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No. L137680

Lodged by GADEN BOWEN & STEWART SOLICITORS
Address 402 NEW SOUTH HEAD ROAD DOUBLE BAY.
Phone No. 36-5834

PARTIAL DISCHARGE OF MORTGAGE.

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

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at *this* *day of* 19

Signed in my presence by

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

1.
2.
3.
4.
5.
6.
7.

Received Docs. Nos.

Receiving Clerk

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed

MEMORANDUM OF TRANSFER
Subject to covenant restricting right of footway

Checked by

Particulars entered in Register Book
4-11-1968

Passed (in S.D.B.) by
24/9/68

at Broken

Signed by

Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written	RK	24/9/68
Draft examined	DB	21/10/68
Diagram prepared	CHCH	18.11.68
Diagram examined	FRT	20.11.68
Draft forwarded	CGS	21.11.68
Supt. of Engrossers		
Cancellation Clerk		27.11.68

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L 231430/1

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ESSEX STREET (20.115 WIDE)

OXFORD STREET (ALIGN'D 3.66-12.83.66)

PEMBROKE STREET (20.115 WIDE)

RM-INT 125°57'55" 20.085 (DP 649351) BY CALC'N

RM DH&W FD 232°08'40" 1.7 (DP 786799)

RM DH&W FD 311°24' 3.85 (DP 1205413)

RM DH&W FD 233°54' 3.5 (DP 847018)

RM DH&W 263°04' 4.14

RM DH&W FD 254°54'30" 1.1 (DP 1041921)

SSM 87461 FD (NOT ESTD)

SSM-COR 319°41'25" 20.136 (DP 649351)

FACE BK ON BDY (DP 939843)

SSM 26192 FD (ESTD)

'B' SSM 26191 FD (ESTD)

'A' SSM 121036 FD (ESTD)

SSM 78260 FD (NOT ESTD)

SSM-COR 21°20' 22.655 (DP 1041921)

SP 3488, SP 1409, SP 1277, SP 4301, SP 4946, SP 68655, SP 70722, SP 20927, SP 3211, SP 2758, SP 1539, SP 1501

DP 184147, DP 390454 B, DP 389716 C

No.14-16 BRICK UNIT BUILDING

(INT - STONE PIER)

COR STONE PIER ADOPTED (DP 939843)

STONE (0.025 CLR) BY ME

(A) EASEMENT TO DRAIN WATER 1.2 WIDE

NOTE: EASEMENT LINES 1, 2 & 3 ARE GENERALLY ALONG THE LIP OF THE EXISTING KERB & GUTTER WITHIN SP 4301

SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
1	234°35'15"	72.04
2	239°36'10"	4.495
3	246°01'10"	8.655
4	252°27'45"	24.605
5	269°13'25"	7.02

SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(B) & 61(2)

MARK	MGA CO-ORDINATES -ZONE 56		CLASS	ORDER	METHOD	SOURCE
	EASTING	NORTHING				
SSM 26191	322 298.410	6261 587.811	B	2	-	SCIMS
SSM 26192	322 337.693	6261 962.289	B	3	-	SCIMS
SSM 121036	322 452.878	6261 251.229	B	2	-	SCIMS
SSM 78260	322 663	6261 455	U	U	-	SCIMS
SSM 87461	322 764	6261 480	U	U	-	SCIMS

SOURCE: S.C.I.M.S. 08-02-2017
COMBINED SCALE FACTOR 0.999972

Surveyor: DAMIAN JOSEPH MAGUIRE Date of Survey: 17 Feb, 2017 Surveyor's Reference: 43220- 44213DP	PLAN OF EASEMENT WITHIN COMMON PROPERTY SP4301	LGA: CITY OF PARRAMATTA Locality : EPPING Subdivision No: — Lengths are in metres. Reduction Ratio 1: 400	Registered 23.06.2017	DP1232436

Req:R774974 /Doc:DP 1232436 P /Rev:26-Jun-2017 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:32 /Seq:2 of 7
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PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 23.06.2017

Title System: TORRENS

Purpose: EASEMENT

Office Use Only

DP1232436

PLAN OF EASEMENT WITHIN COMMON PROPERTY SP4301

LGA: PARRAMATTA

Locality: EPPING

Parish: FIELD OF MARS

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

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

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Survey Certificate

I, DAMIAN JOSEPH MAGUIRE

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 2012*, is accurate and the survey was completed on .....~~

*(b) The part of the land shown in the plan (*being/~~*excluding~~ ^EASEMENT) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 17-2-17 ... the part not surveyed was compiled in accordance with that Regulation.

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

Signature: ..... Dated: 5-5-17

Surveyor ID: 1564

Datum Line: 'A' – 'B'

Type: *Urban/*~~Rural~~

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

*Strike through if inapplicable.

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

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

Plans used in the preparation of survey/~~compilation~~.

DP 102387	DP206646	DP1041921	DP939843
DP354692	DP390454	DP575866	
DP389716	DP389716	DP526193	
DP1118567	DP800177	DP626459	
DP964141	DP10221	DP302840	
DP7647	DP1215131	SP4946	SP1409
DP1041921	DP398835	SP4301	SP4301
DP649351	DP101852	SP1501	SP54487
SP1277	SP36166		

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 43220-44213DP

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DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 23.06.2017

Office Use Only

DP1232436

PLAN OF EASEMENT WITHIN COMMON PROPERTY SP4301

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 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. CREATE

    1. EASEMENT TO DRAIN WATER 1.2 WIDE (A)

1A RELEASE

    1. EASEMENT TO DRAIN WATER 1.22 WIDE (L684947)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43220-44213DP

Req:R774974 /Doc:DP 1232436 P /Rev:26-Jun-2017 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:32 /Seq:4 of 7
© Office of the Registrar-General /Src:Hazlett /Ref:JETS-LENA-LeonardTeng

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 23.06.2017

Office Use Only

DP1232436

PLAN OF EASEMENT WITHIN COMMON PROPERTY SP4301

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

Subdivision Certificate number: .....

Date of Endorsement: .....

EXECUTED by)
ZHENGTANG EPPING HOLDINGS PTY LTD)
ACN 609 629 692)
in accordance with Section 127)
of the Corporations Act)

Bei Chu
.....
Signature of Director

.....
Signature of Director/secretary

BEI CHU
.....
NAME (please print)

ZHONGWEI TENG
.....
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43220-44213DP

Req:R774974 /Doc:DP 1232436 P /Rev:26-Jun-2017 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:32 /Seq:5 of 7
© Office of the Registrar-General /Src:Hazlett /Ref:JETS-LENA-LeonardTeng

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 23.06.2017

Office Use Only

DP1232436

PLAN OF EASEMENT WITHIN COMMON PROPERTY SP4301

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

Subdivision Certificate number: —

Date of Endorsement: —

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 4301 was affixed on ^ 18 June 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: RSchafer Name: ROLF SCHAFER Authority: Chairperson

Signature: Daniel Daners Name: DANIEL DANERS Authority: Treasurer

^ Insert appropriate date

THE PROPRIETORS OF STRATA PLAN No. 4301 Common Seal

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43220-44213DP

Req:R774974 /Doc:DP 1232436 P /Rev:26-Jun-2017 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:32 /Seq:6 of 7
© Office of the Registrar-General /Src:Hazlett /Ref:JETS-LENA-LeonardTeng

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 23.06.2017

Office Use Only

DP1232436

PLAN OF EASEMENT WITHIN COMMON PROPERTY SP4301

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 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Approved Form 13

Certificate of Owners Corporation Special Resolution

The owners corporation certifies that on ^ 11 April 2017, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 4301 was affixed on ^ 18 June 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: R Schafer Name: ROLF SCHAFER Authority: Chairperson

Signature: Daniel Daniels Name: DANIEL DANIELS Authority: Treasurer

^ Insert appropriate date

THE PROPRIETORS OF STRATA PLAN No. 4301 Common Seal

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43220-44213DP

Req:R774974 /Doc:DP 1232436 P /Rev:26-Jun-2017 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:32 /Seq:7 of 7
© Office of the Registrar-General /Src:Hazlett /Ref:JETS-LENA-LeonardTeng

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 23.06.2017

Office Use Only

DP1232436

PLAN OF EASEMENT WITHIN COMMON PROPERTY SP4301

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 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 4301 was affixed on ^ 18 June 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: RSchafer Name: ROLF SCHAFER Authority: Chairperson

Signature: Daniel Daners Name: DANIEL DANERS Authority: Treasurer

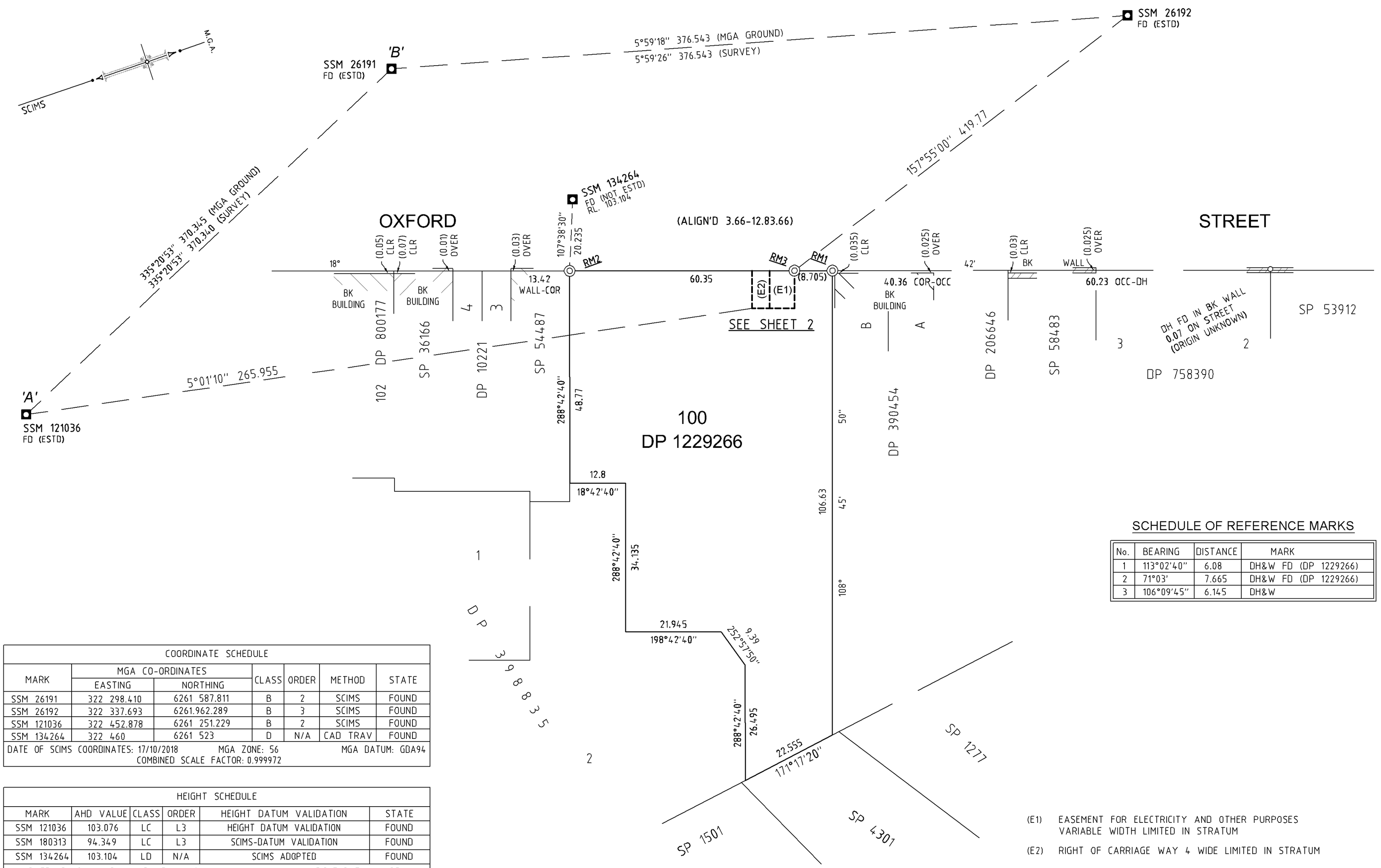
^ Insert appropriate date
* Strike through if inapplicable.

THE PROPRIETORS OF STRATA PLAN No. 4301 Common Seal

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43220-44213DP

Req:R774989 /Doc:DP 1254392 P /Rev:06-Sep-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:34 /Seq:1 of 6
© Office of the Registrar-General /Src:Hazlett /Ref:JBTS-LENA-LeonardTeng



SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
1	113°02'40"	6.08	DH&W FD (DP 1229266)
2	71°03'	7.665	DH&W FD (DP 1229266)
3	106°09'45"	6.145	DH&W

(E1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH LIMITED IN STRATUM

(E2) RIGHT OF CARRIAGE WAY 4 WIDE LIMITED IN STRATUM

COORDINATE SCHEDULE

MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	CLASS	ORDER	METHOD	STATE
SSM 26191	322 298.410	6261 587.811	B	2	SCIMS	FOUND
SSM 26192	322 337.693	6261.962.289	B	3	SCIMS	FOUND
SSM 121036	322 452.878	6261 251.229	B	2	SCIMS	FOUND
SSM 134264	322 460	6261 523	D	N/A	CAD TRAV	FOUND

DATE OF SCIMS COORDINATES: 17/10/2018 MGA ZONE: 56 MGA DATUM: GDA94
COMBINED SCALE FACTOR: 0.999972

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 121036	103.076	LC	L3	HEIGHT DATUM VALIDATION	FOUND
SSM 180313	94.349	LC	L3	SCIMS-DATUM VALIDATION	FOUND
SSM 134264	103.104	LD	N/A	SCIMS ADOPTED	FOUND

DATE OF SCIMS AHD VALUES: 17/10/2018 HEIGHT DATUM: AHD71

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 121036	SSM 180313	8.727	DIFFERENTIAL LEVELLING
SSM 180313	SSM 134264	-8.752	DIFFERENTIAL LEVELLING
SSM 134264	SSM 121036	0.025	DIFFERENTIAL LEVELLING

HEIGHT DATUM: AHD71

10 20 30 40 50 60 Table of mm 90 100 110 120 130 140

Surveyor: JACEK IDZIKOWSKI
Date of Survey: 05-02-19
Surveyor's Reference: 43220 010DP

PLAN OF EASEMENTS AFFECTING LOT 100 IN DP 1229266

LGA: CITY OF PARRAMATTA
Locality : EPPING
Subdivision No: ———
Lengths are in metres. Reduction Ratio 1: 600

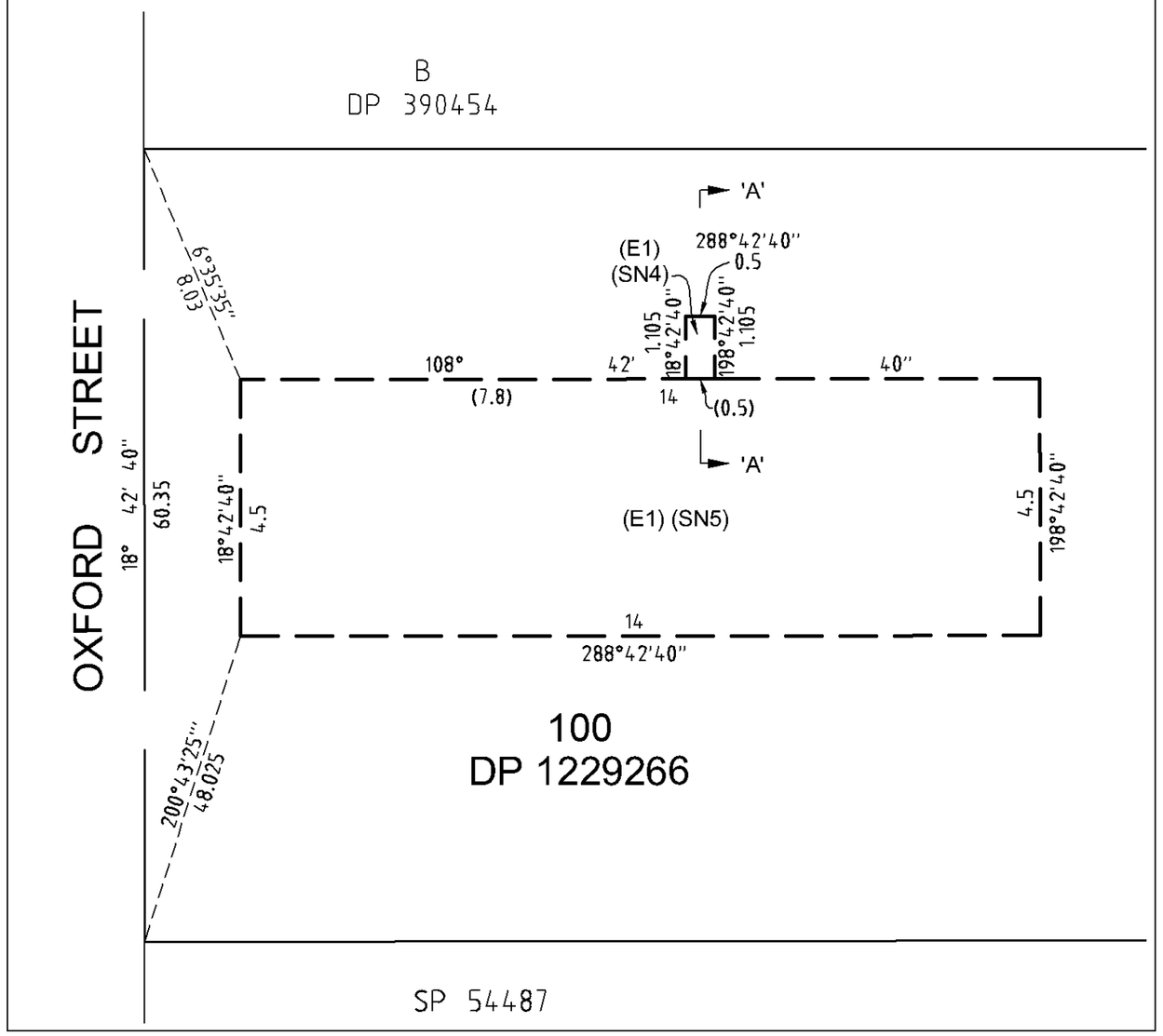
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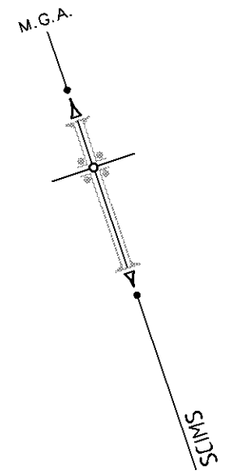
DP1254392

S:\EPPING OXFORD STREET RD 30-42 - 43220\CAD DRAWINGS\DEPOSITED PLANS\43220 010DP ADS2020\43220 010DP.DWG

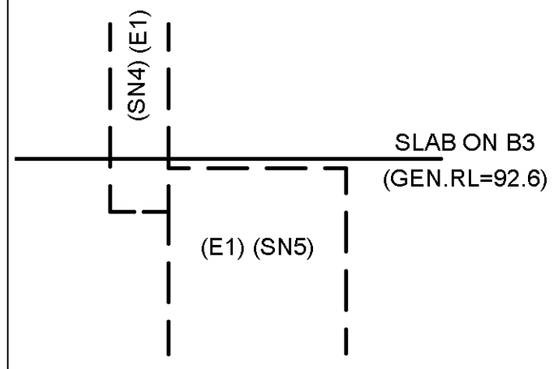
Req:R774989 /Doc:DP 1254392 P /Rev:06-Sep-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:34 /Seq:2 of 6
© Office of the Registrar-General /Src:Hazlett /Ref:JETS-LENA-LeonardTeng

BASEMENT 3 & BELOW

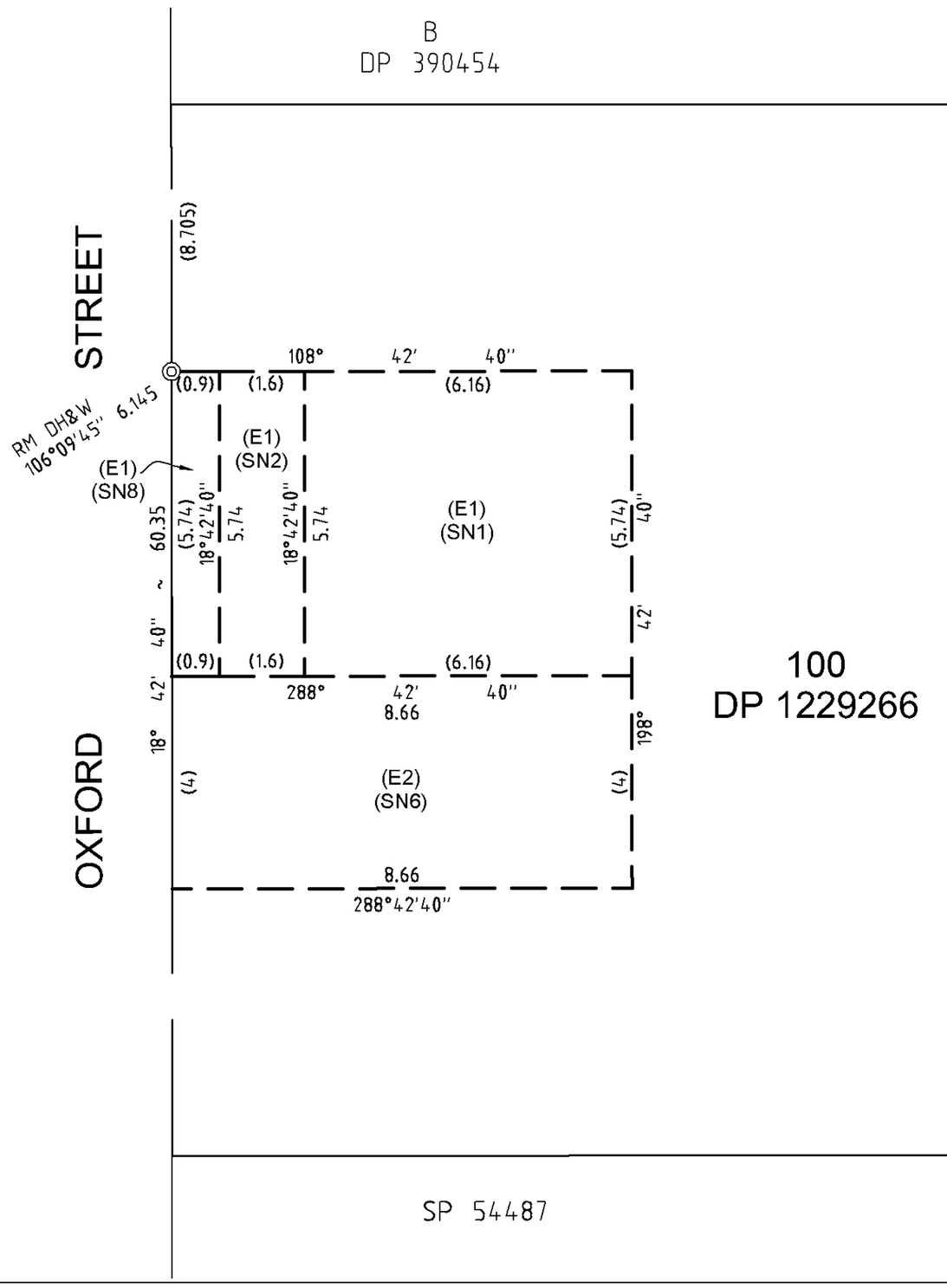




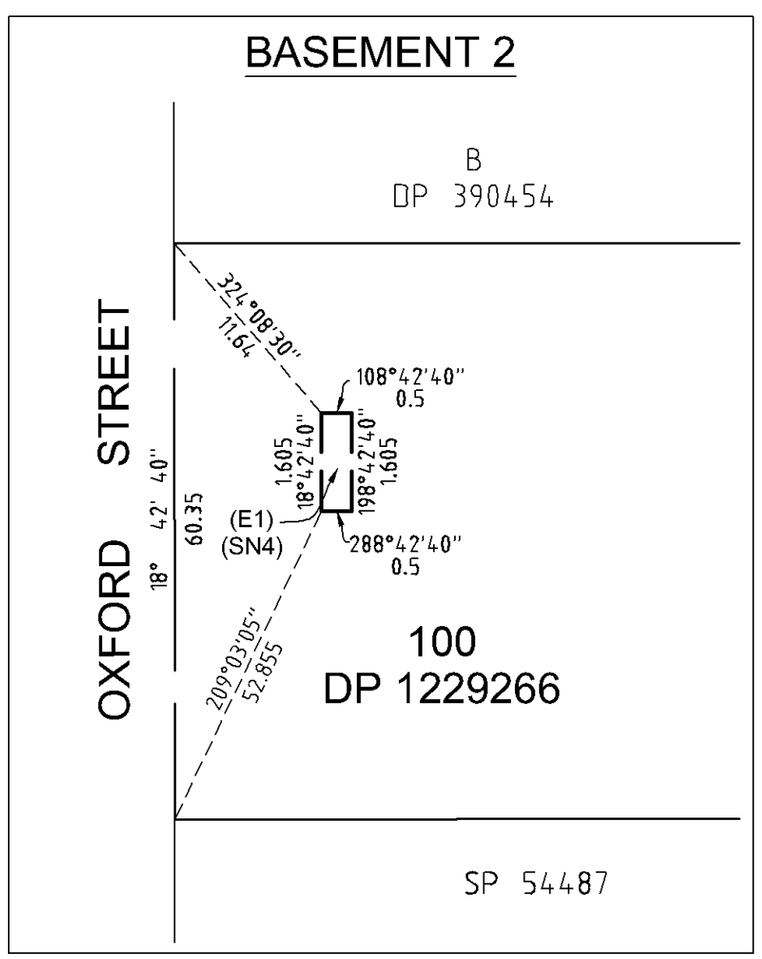
LOCAL SECTION 'A'-'A'
NTS



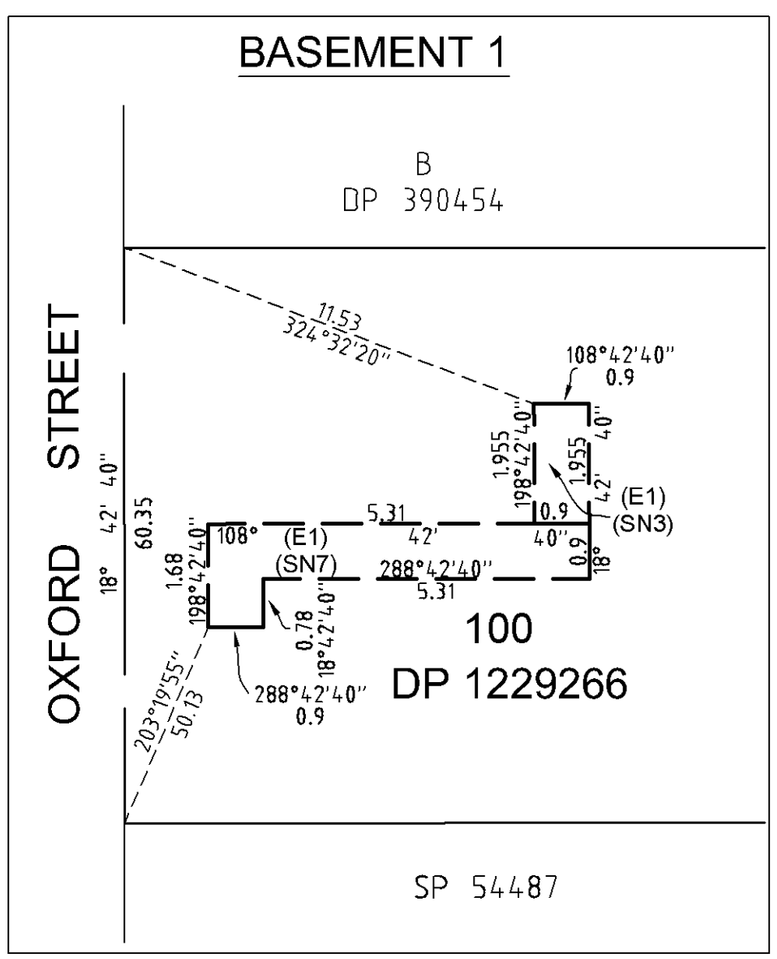
GROUND LEVEL



BASEMENT 2



BASEMENT 1



(E1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH LIMITED IN STRATUM

(E2) RIGHT OF CARRIAGE WAY 4 WIDE LIMITED IN STRATUM

STRATUM NOTES

(SN1) LIMITED IN DEPTH TO RL 101.75 (0.1 BELOW SLAB LEVEL UNDER KIOSKS) AND LIMITED IN HEIGHT TO RL 106.77

(SN2) LIMITED IN DEPTH TO RL 101.75 (0.1 BELOW SLAB LEVEL UNDER KIOSKS) AND LIMITED IN HEIGHT TO RL 103.15 (0.1 ABOVE APPROX. GROUND LEVEL)

(SN3) LIMITED IN DEPTH TO RL 98.2 (0.1 BELOW GENERAL SLAB LEVEL OF B1) AND LIMITED IN HEIGHT TO RL 101.75 (0.1 BELOW SLAB LEVEL UNDER KIOSKS)

(SN4) LIMITED IN DEPTH TO RL 92.1 (0.5 BELOW GENERAL SLAB LEVEL OF B3) AND LIMITED IN HEIGHT TO RL 98.2 (0.1 BELOW GENERAL SLAB LEVEL OF B1)

(SN5) UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 92.5 (0.1 BELOW GENERAL SLAB LEVEL OF B3)

(SN6) LIMITED IN DEPTH TO RL 102.95 (0.1 BELOW APPROX GROUND LEVEL) AND LIMITED IN HEIGHT TO RL 106.77

(SN7) LIMITED IN DEPTH TO RL 100.8 (2.5 ABOVE GENERAL SLAB LEVEL OF B1) AND LIMITED IN HEIGHT TO RL 101.75 (0.1 BELOW SLAB LEVEL UNDER KIOSKS)

(SN8) UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 103.15 (0.1 ABOVE APPROX. GROUND LEVEL)

Surveyor: JACEK IDZIKOWSKI Date of Survey: 05-02-19 Surveyor's Reference: 43220 010DP	PLAN OF EASEMENTS AFFECTING LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Subdivision No: ——— Lengths are in metres. Reduction Ratio 1: 250	Registered 6/09/2019	DP1254392

S:\JOBS\43220 OXFORD STREET NO 38-42 - 43220\CAD DRAWINGS\DEPOSITED PLANS\43220 010DP PLOTTED\43220 010DP.DWG

10 20 30 40 50 60 Table of mm 90 100 110 120 130 140

Req:R774989 /Doc:DP 1254392 P /Rev:06-Sep-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:34 /Seq:3 of 6
© Office of the Registrar-General /Src:Hazlett /Ref:JETS-LENA-LeonardTeng

ePlan

PLAN FORM 6 (2018)	**DEPOSITED PLAN ADMINISTRATION SHEET**	Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 6.9.2019

Title System: TORRENS

Office Use Only

DP1254392

PLAN OF EASEMENTS AFFECTING LOT 100 IN DP1229266

LGA: CITY OF PARRAMATTA

Locality: EPPING

Parish: FIELD OF MARS

County: CUMBERLAND

Survey Certificate

I, JACEK IDZIKOWSKI

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 05/02/19, 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: 'A' – 'B'

Type: *Urban/*~~Rural~~

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

Signature: ..... Dated: 23/4/2019

Surveyor Identification No: 7255
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/*Accredited Certifier, certify that the provisions of section 6.15 *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~~.

DP1229266

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 43220 010DP [86123_1]

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Req:R774989 /Doc:DP 1254392 P /Rev:06-Sep-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:34 /Seq:4 of 6
© Office of the Registrar-General /Src:Hazlett /Ref:JETS-LENA-LeonardTeng

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

Office Use Only

Registered: 6.9.2019

Office Use Only

DP1254392

PLAN OF EASEMENTS AFFECTING LOT 100 IN DP1229266

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 Electricity and Other Purposes variable width limited in Stratum (E1)
2. Right of Carriage Way 4 wide limited in Stratum (E2)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43220 010DP [86123_1]

Req:R774989 /Doc:DP 1254392 P /Rev:06-Sep-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:34 /Seq:5 of 6
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ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

Office Use Only

Registered: 6.9.2019

Office Use Only

DP1254392

PLAN OF EASEMENTS AFFECTING LOT 100 IN DP1229266

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)
GREATON EPPING HOLDINGS PTY LTD)
ACN 609 629 692)
in accordance with Section 127)
of the Corporations Act)

.....
Signature of Director

.....
Signature of Director/secretary

BEI CHU
NAME (please print)

Zhongwei Teng
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43220 010DP [86123_1]

Req:R774989 /Doc:DP 1254392 P /Rev:06-Sep-2019 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:34 /Seq:6 of 6
© Office of the Registrar-General /Src:Hazlett /Ref:JETS-LENA-LeonardTeng

ePlan

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

Office Use Only

Registered: 6.9.2019

Office Use Only

DP1254392

PLAN OF EASEMENTS AFFECTING LOT 100 IN DP1229266

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 for and on behalf of **ANZ Fiduciary Services** Pty Limited by

KIT LIEW

who certifies that ~~she~~/he is a

MANAGER

Agency Services, of Australia and New Zealand Banking Group Limited pursuant to Power of Attorney Registered BK7711 No227

dated 12/07/19 in the presence of:

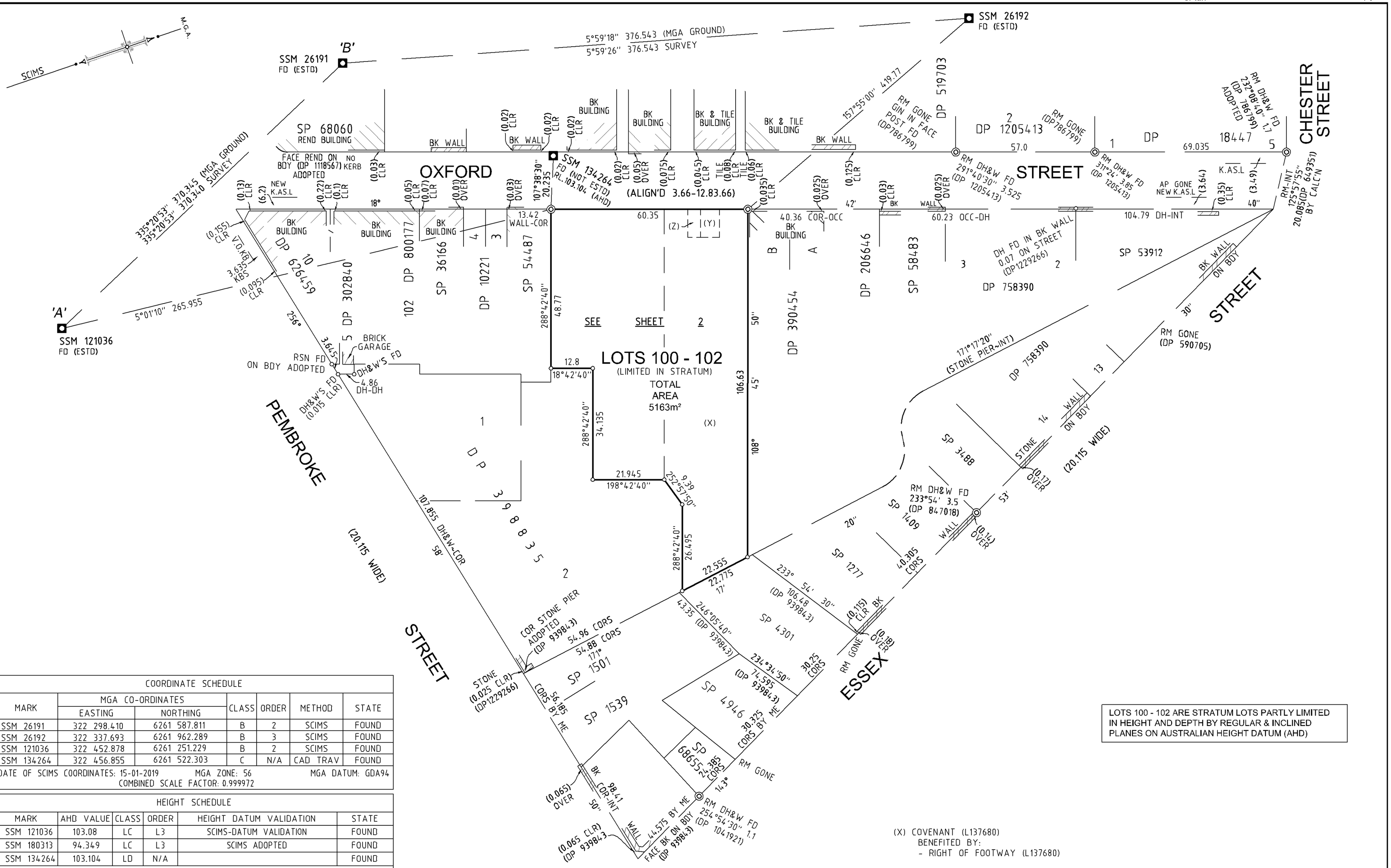
..... Witness:

ALISON CARLIN

..... Attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43220 010DP [86123_1]



COORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
SSM 26191	322 298.410	6261 587.811	B	2	SCIMS	FOUND
SSM 26192	322 337.693	6261 962.289	B	3	SCIMS	FOUND
SSM 121036	322 452.878	6261 251.229	B	2	SCIMS	FOUND
SSM 134264	322 456.855	6261 522.303	C	N/A	CAD TRAV	FOUND

DATE OF SCIMS COORDINATES: 15-01-2019 MGA ZONE: 56 MGA DATUM: GDA94
COMBINED SCALE FACTOR: 0.999972

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 121036	103.08	LC	L3	SCIMS-DATUM VALIDATION	FOUND
SSM 180313	94.349	LC	L3	SCIMS ADOPTED	FOUND
SSM 134264	103.104	LD	N/A		FOUND

DATE OF SCIMS AHD VALUES: 15-01-2019 HEIGHT DATUM: AHD71

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 121036	SSM 180313	8.727	DIFFERENTIAL LEVELLING
SSM 180313	SSM 134264	-8.752	DIFFERENTIAL LEVELLING
SSM 134264	SSM 121036	0.025	DIFFERENTIAL LEVELLING

HEIGHT DATUM: AHD71

LOTS 100 - 102 ARE STRATUM LOTS PARTLY LIMITED IN HEIGHT AND DEPTH BY REGULAR & INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (AHD)

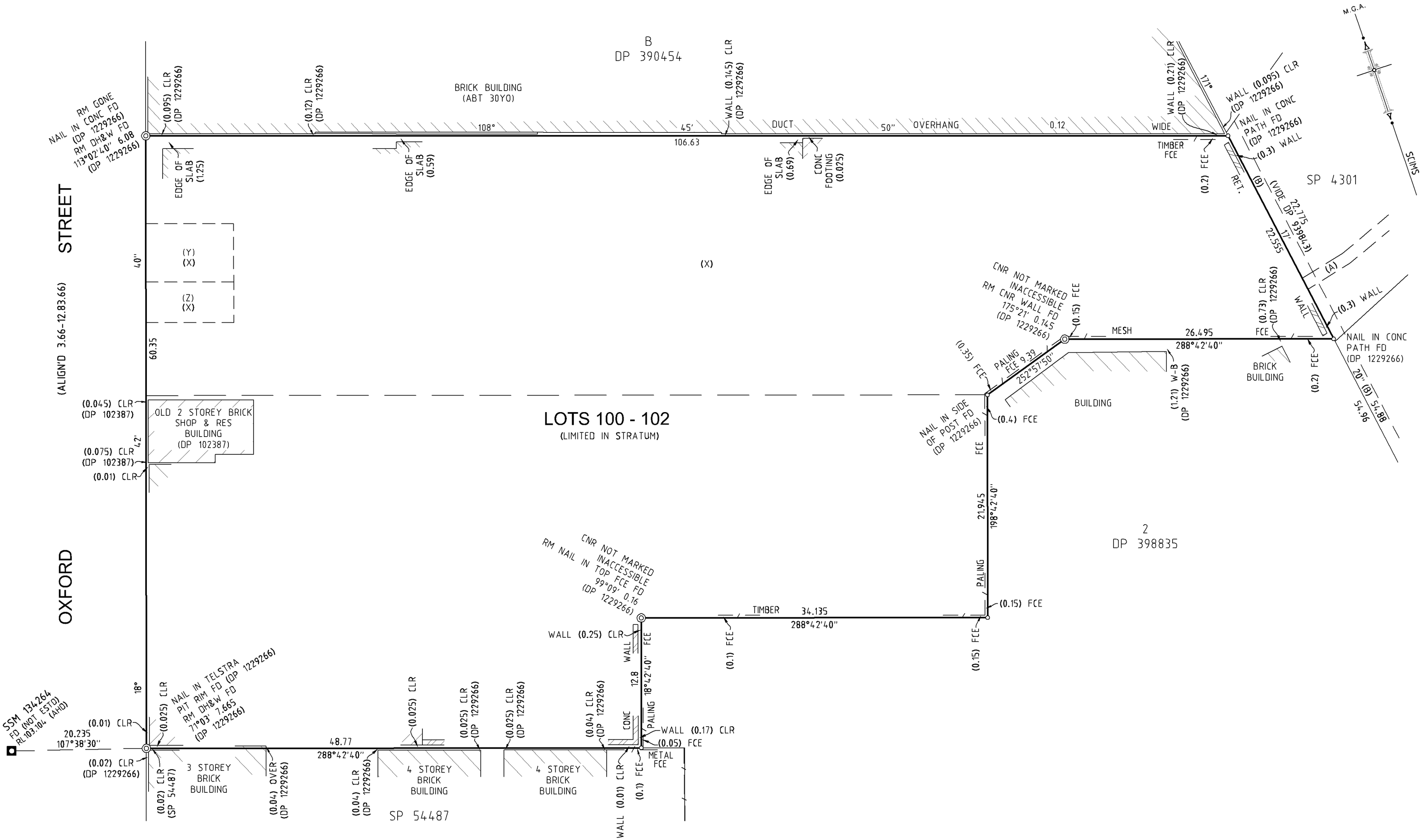
(X) COVENANT (L137680)
BENEFITED BY:
- RIGHT OF FOOTWAY (L137680)

(Y) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (DP 1254392)
(Z) RIGHT OF CARRIAGEWAY 4 WIDE LIMITED IN STRATUM (DP 1254392)

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 750 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:1 of 34
© Office of the Registrar-General /Src:Hazlett /Ref:JETS-LENA-LeonardTeng

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:2 of 34
© Office of the Registrar-General /Src:Hazlett /Ref:JBTS-LENA-LeonardTeng



(A) EASEMENT TO DRAIN WATER 1.22 WIDE (L684947)
(B) RIGHT OF FOOTWAY 1.22 WIDE (L137680)

(X) COVENANT (L137680)
BENEFITED BY:
- RIGHT OF FOOTWAY (L137680)

(Y) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
VARIABLE WIDTH LIMITED IN STRATUM (DP 1254392)
(Z) RIGHT OF CARRIAGEWAY 4 WIDE LIMITED IN STRATUM (DP 1254392)

LOTS 100 - 102 ARE STRATUM LOTS PARTLY LIMITED IN HEIGHT AND DEPTH BY REGULAR & INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (AHD)

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

BOUNDARY BASEMENT 3 & BELOW

(LOTS ON THIS LEVEL ARE UNLIMITED IN DEPTH
AND LIMITED IN HEIGHT TO REFERENCE PLANE BASEMENT 2 / BASEMENT 1 AS SHOWN ON SHEET 6)

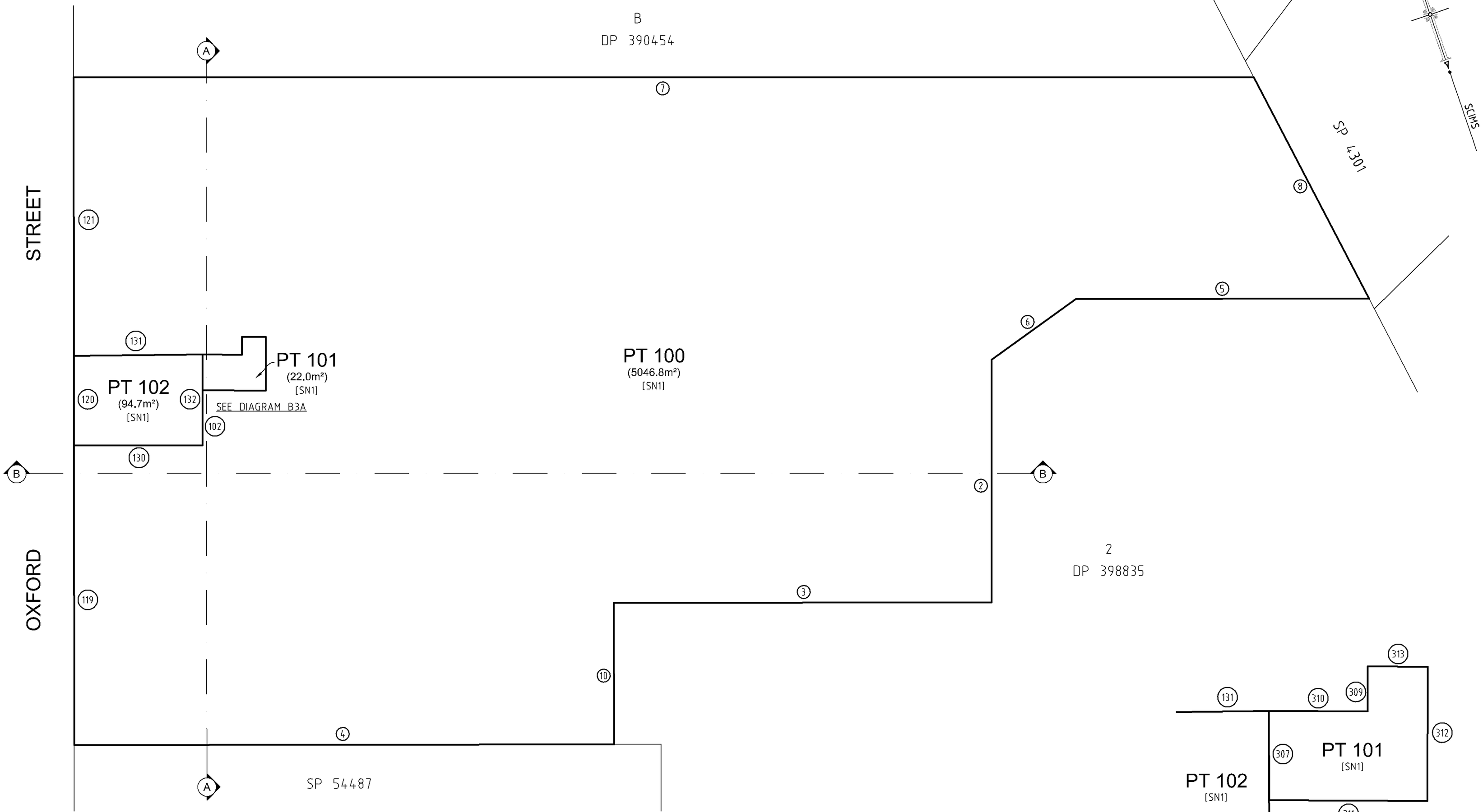


DIAGRAM B3A
(1:100)

SCHEDULE OF AREAS
(BOUNDARY BASEMENT 3 & BELOW)

LOT	NO. OF PARTS	TOTAL AREA (m²)
100	1	5046.8
101	1	22.0
102	1	94.7

SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:3 of 34
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BASEMENT 3 EASEMENTS

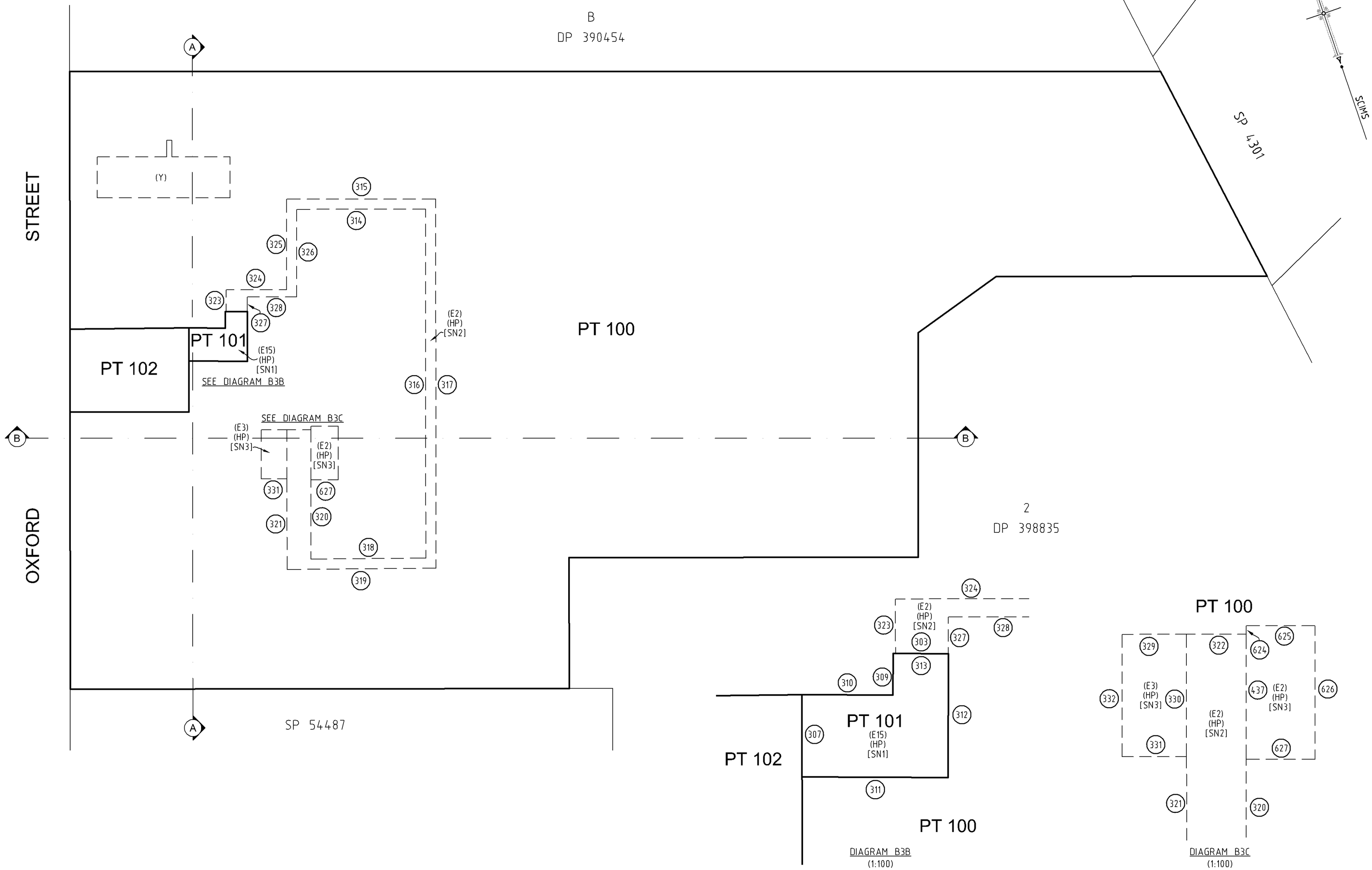


DIAGRAM B3B (1:100)

DIAGRAM B3C (1:100)

NOTES:

(HP) ~ DENOTES REGULAR HORIZONTAL PLANE

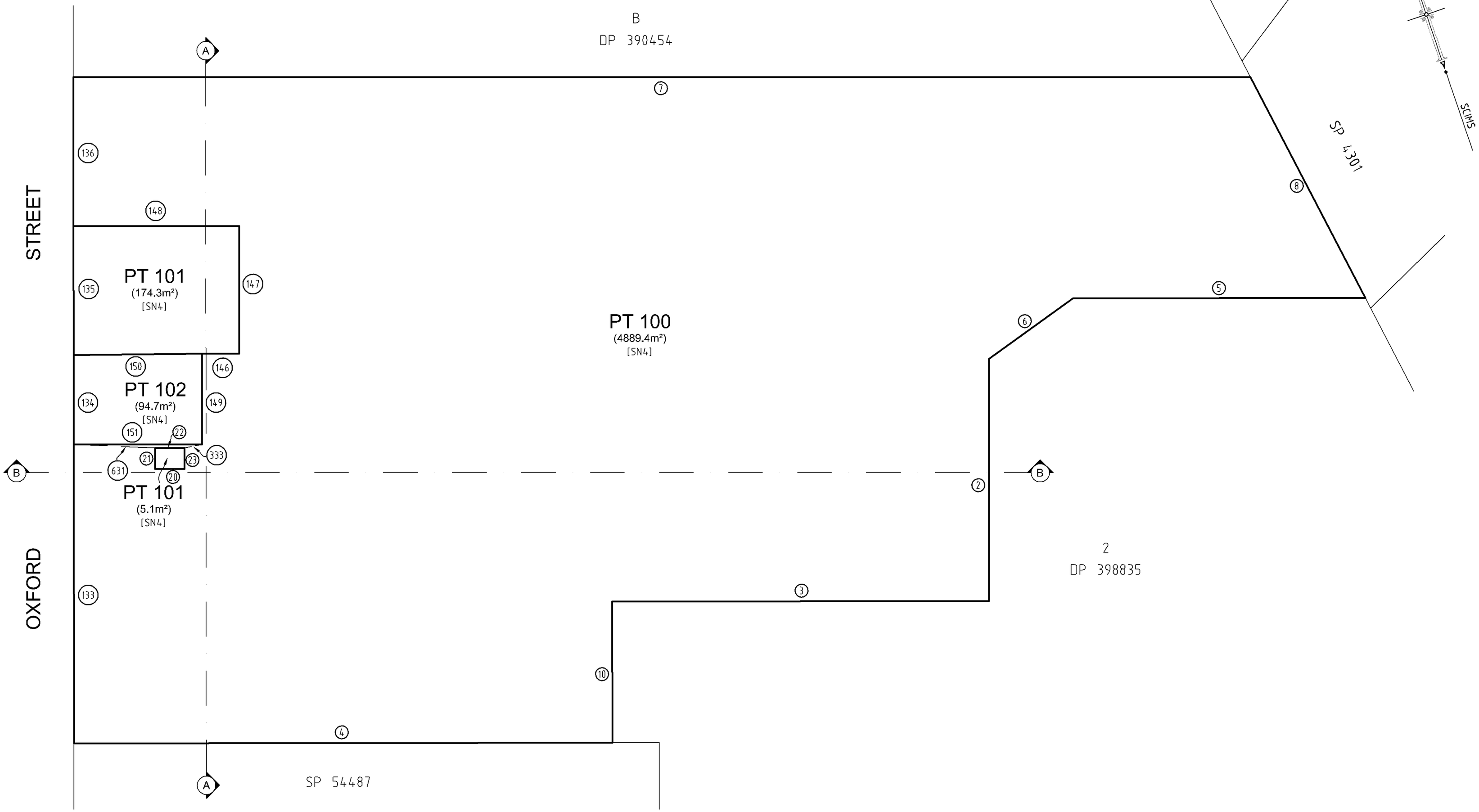
SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS & EASEMENT DESCRIPTIONS

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:4 of 34
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BOUNDARY BASEMENT 2

(LOTS ON THIS LEVEL ARE LIMITED IN DEPTH TO REFERENCE PLANE BASEMENT 2 / BASEMENT 1 AS SHOWN ON SHEET 6
AND LIMITED IN HEIGHT TO REFERENCE PLANE BASEMENT 1 / GROUND FLOOR AS SHOWN ON SHEET 9)



SCHEDULE OF AREAS
(BOUNDARY BASEMENT 2)

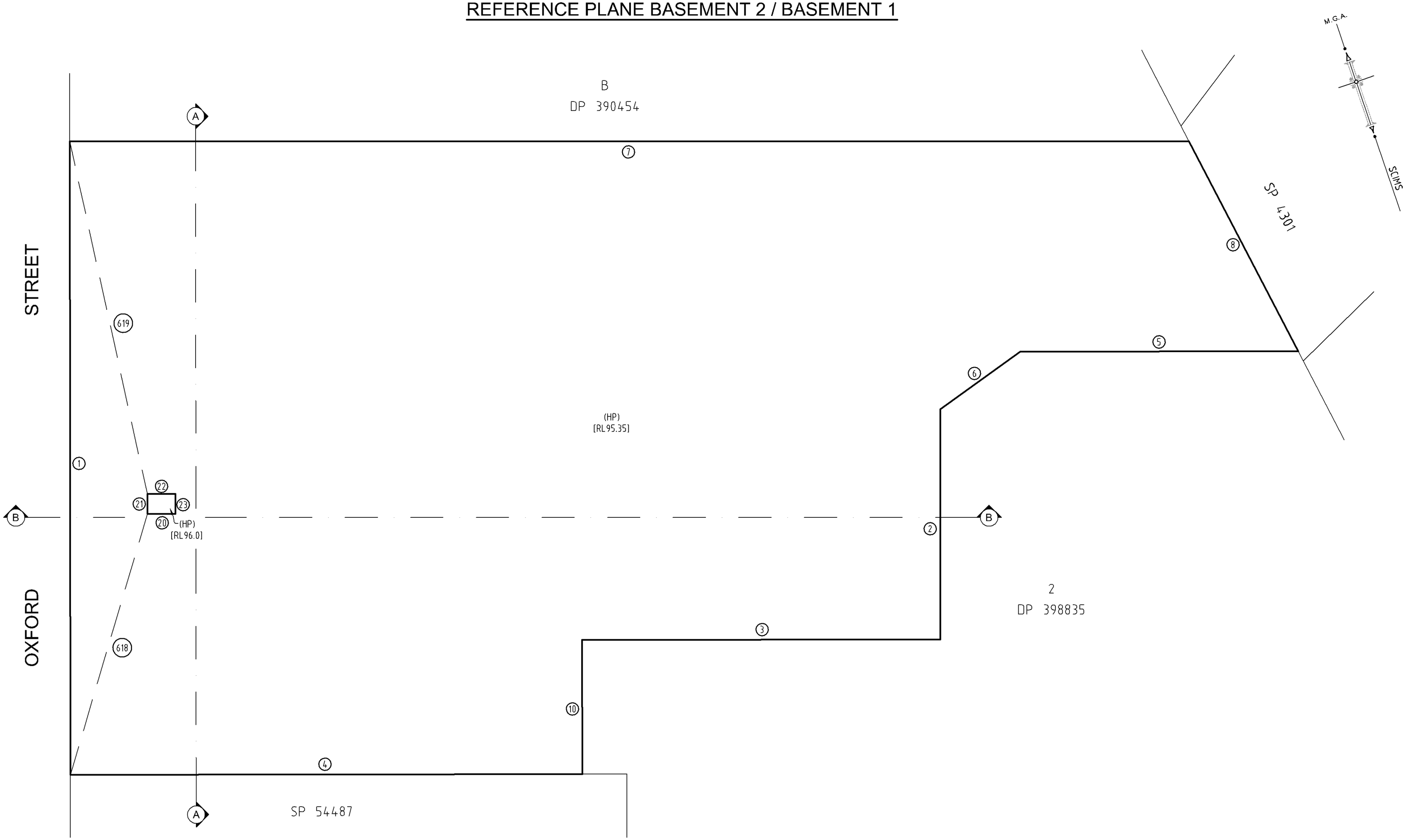
LOT	NO. OF PARTS	TOTAL AREA (m²)
100	1	4889.4
101	2	179.4
102	1	94.7

SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

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REFERENCE PLANE BASEMENT 2 / BASEMENT 1



NOTES:

(HP) ~ DENOTES REGULAR HORIZONTAL PLANE

SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:6 of 34
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BASEMENT 2 EASEMENTS

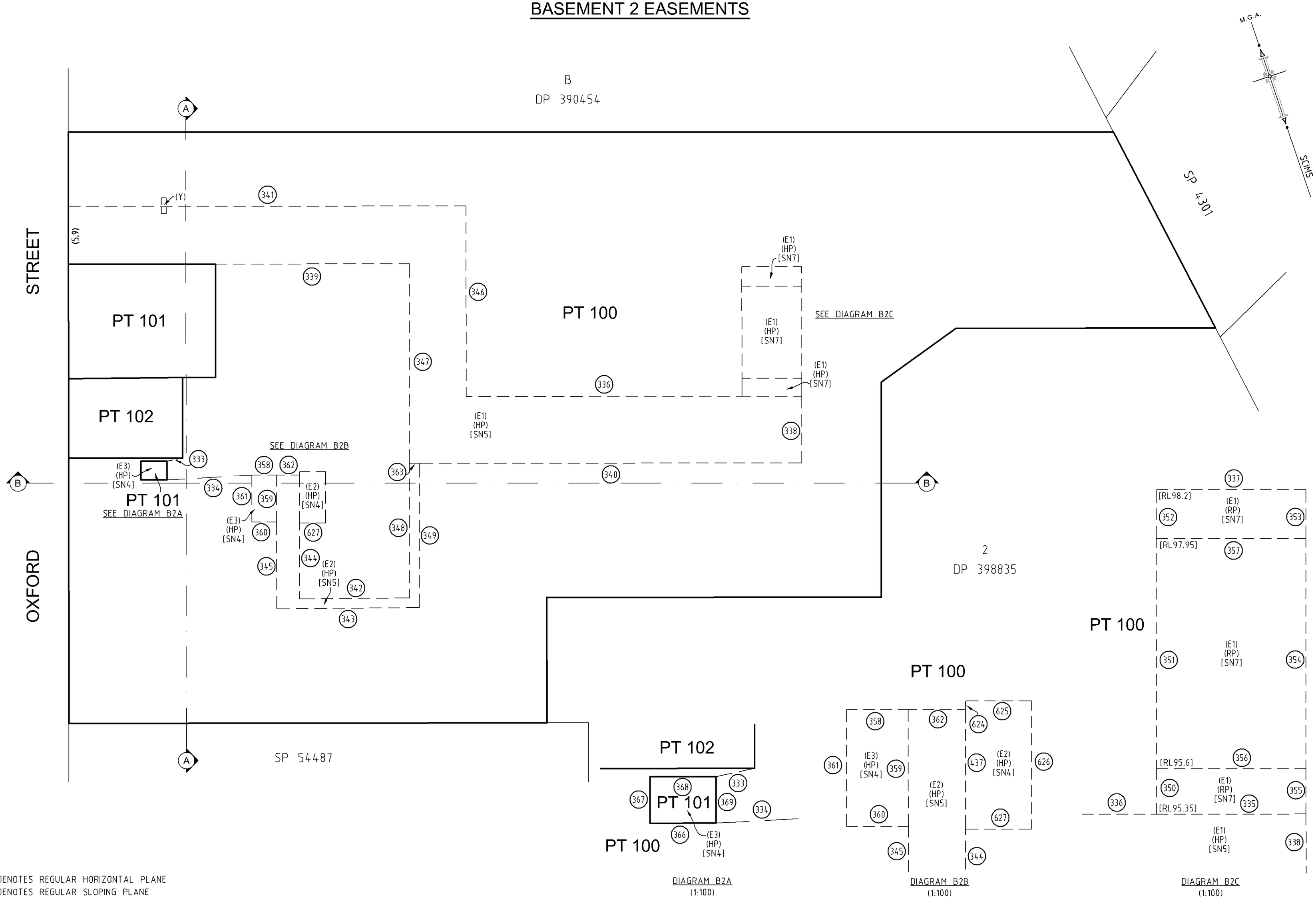


DIAGRAM B2A (1:100)

DIAGRAM B2B (1:100)

DIAGRAM B2C (1:100)

NOTES:

(HP) ~ DENOTES REGULAR HORIZONTAL PLANE
(RP) ~ DENOTES REGULAR SLOPING PLANE

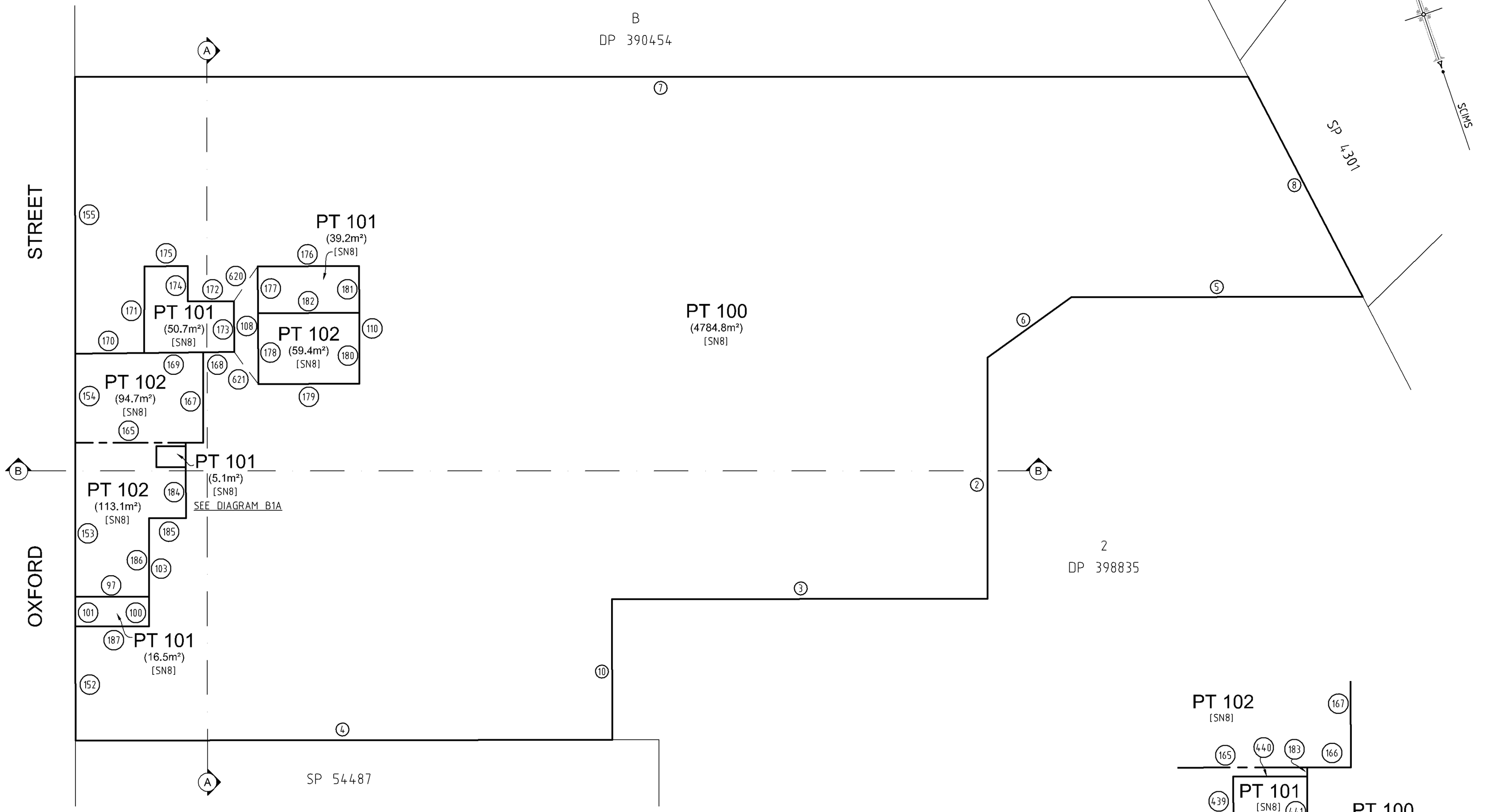
SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS & EASEMENT DESCRIPTIONS

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:7 of 34
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BOUNDARY - BASEMENT 1

(LOTS ON THIS LEVEL ARE LIMITED IN DEPTH TO REFERENCE PLANE BASEMENT 1 / GROUND FLOOR AS SHOWN ON SHEET 9
AND LIMITED IN HEIGHT TO REFERENCE PLANE GROUND FLOOR / LEVEL 1 AS SHOWN ON SHEET 13)



SCHEDULE OF AREAS
(BOUNDARY BASEMENT 1)

LOT	NO. OF PARTS	TOTAL AREA (m²)
100	1	4784.8
101	4	113.0
102	3	265.7

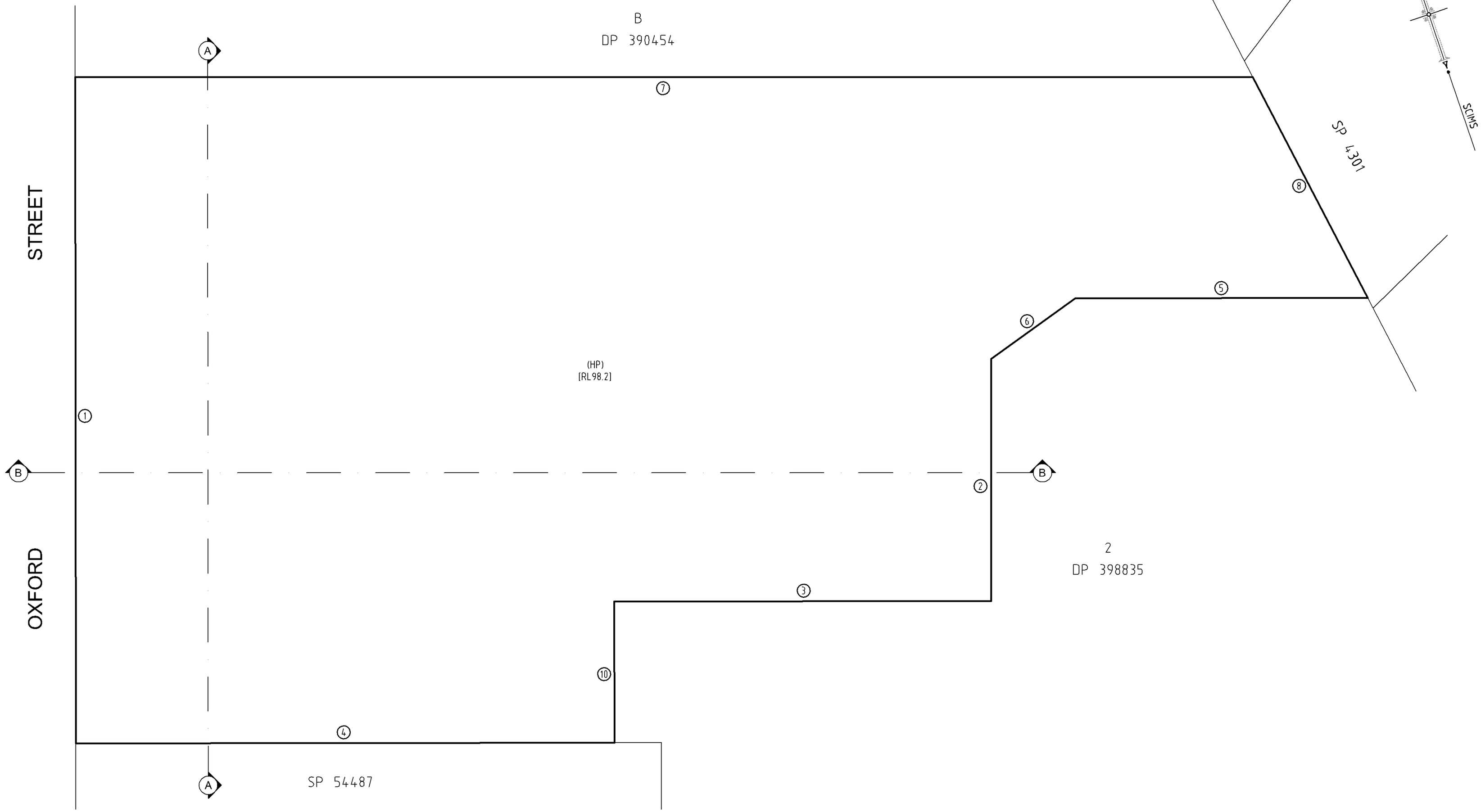
DIAGRAM B1A
(1:100)

SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

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REFERENCE PLANE BASEMENT 1 / GROUND FLOOR



NOTES:

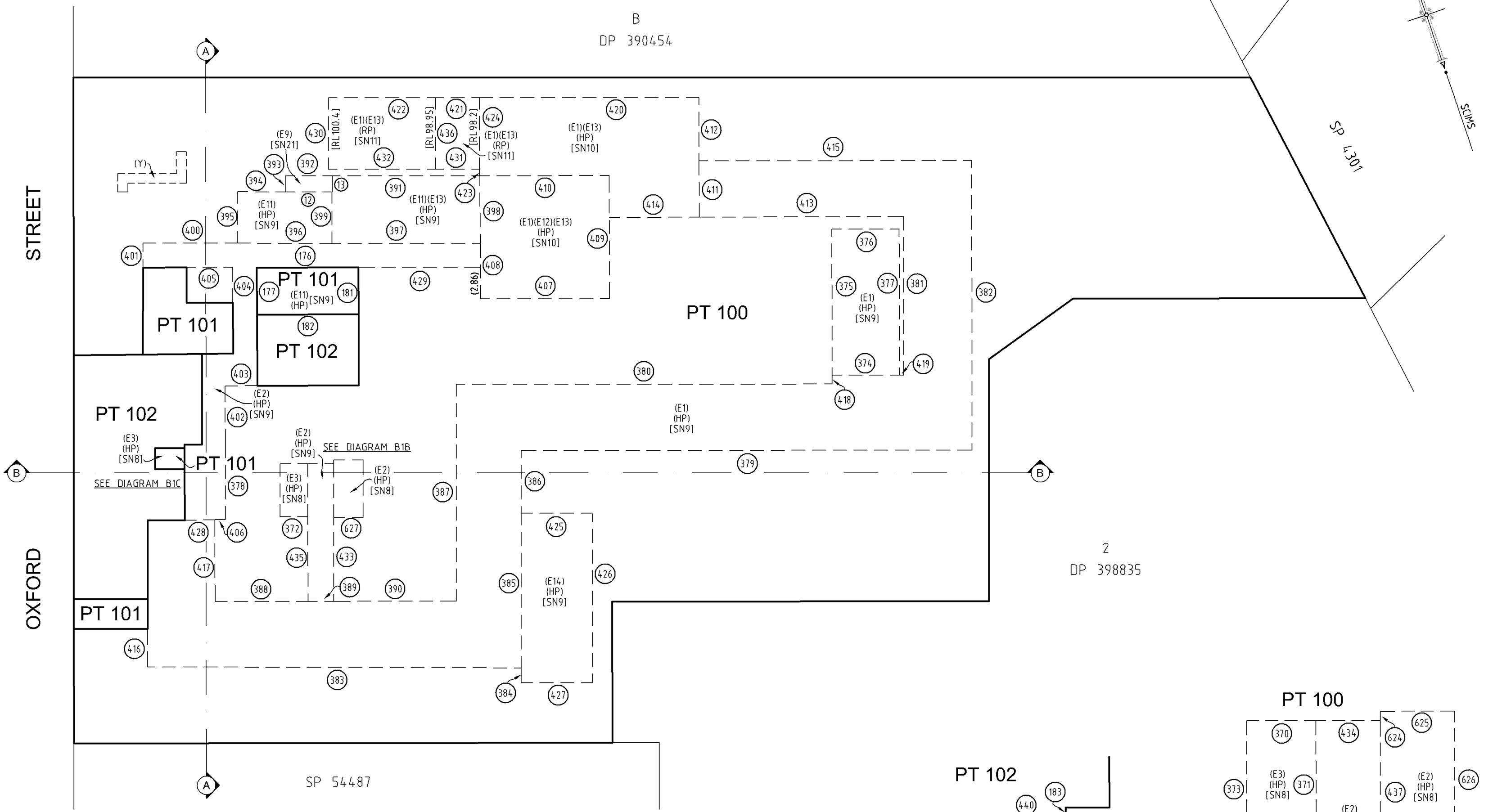
(HP) ~ DENOTES REGULAR HORIZONTAL PLANE

SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:9 of 34
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BASEMENT 1 EASEMENTS



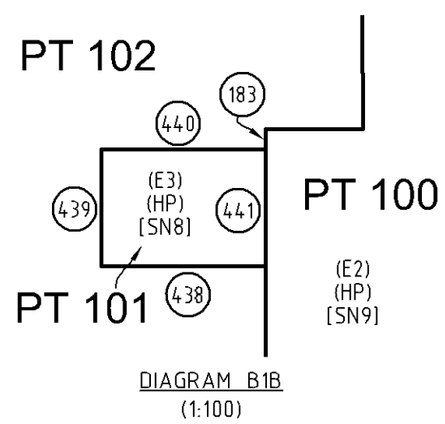


DIAGRAM B1B
(1:100)

DIAGRAM B1C
(1:100)

NOTES:

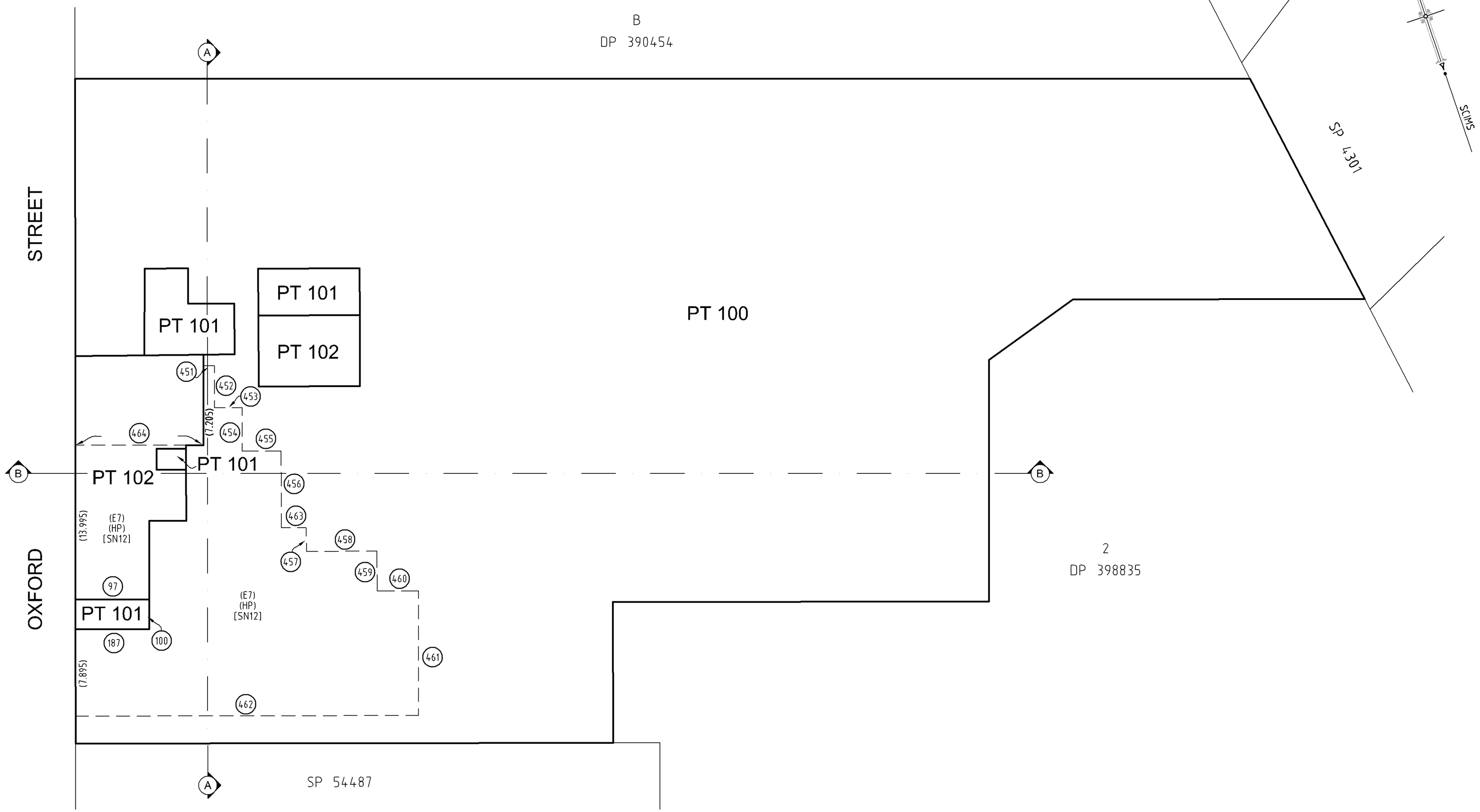
(HP) ~ DENOTES REGULAR HORIZONTAL PLANE
(RP) ~ DENOTES REGULAR SLOPING PLANE

SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS & EASEMENT DESCRIPTIONS

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:10 of 34
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BASEMENT 1 EASEMENTS



NOTES:

(HP) ~ DENOTES REGULAR HORIZONTAL PLANE

SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS & EASEMENT DESCRIPTIONS

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:11 of 34
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BOUNDARY GROUND FLOOR

(LOTS ON THIS LEVEL ARE LIMITED IN DEPTH TO REFERENCE PLANE GROUND FLOOR / LEVEL 1 AS SHOWN ON SHEET 13
AND LIMITED IN HEIGHT TO REFERENCE PLANE LEVEL 1 / LEVEL 2 AS SHOWN ON SHEET 18)

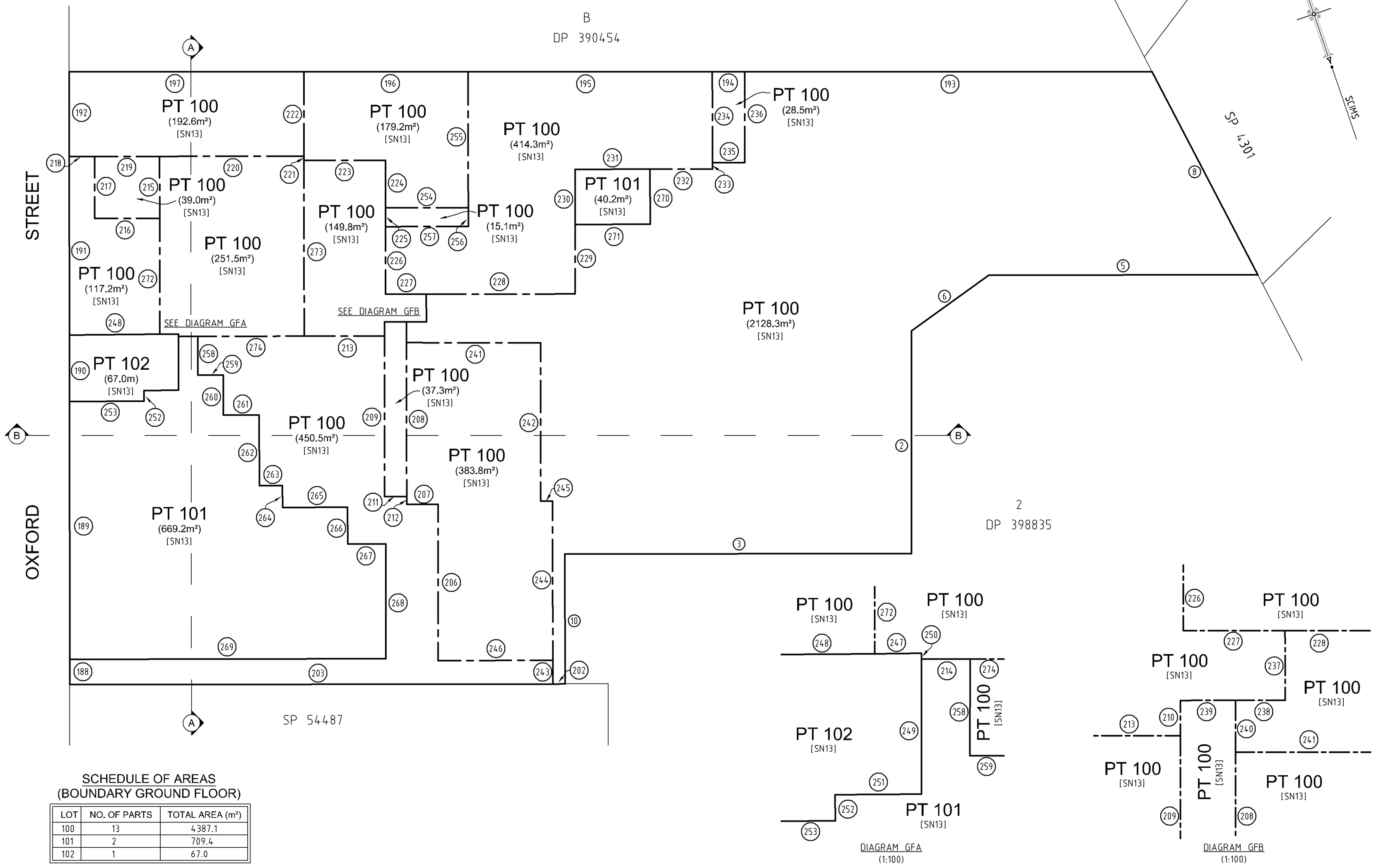


DIAGRAM GFA
(1:100)

DIAGRAM GFB
(1:100)

SCHEDULE OF AREAS
(BOUNDARY GROUND FLOOR)

LOT	NO. OF PARTS	TOTAL AREA (m²)
100	13	4387.1
101	2	709.4
102	1	67.0

SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS

SURVEYOR
Name: JACEK IDZIKOWSKI
Date of Survey: 01-03-2019
Surveyor's Reference: 43220 007DP [PPN DP 1247078]

PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266

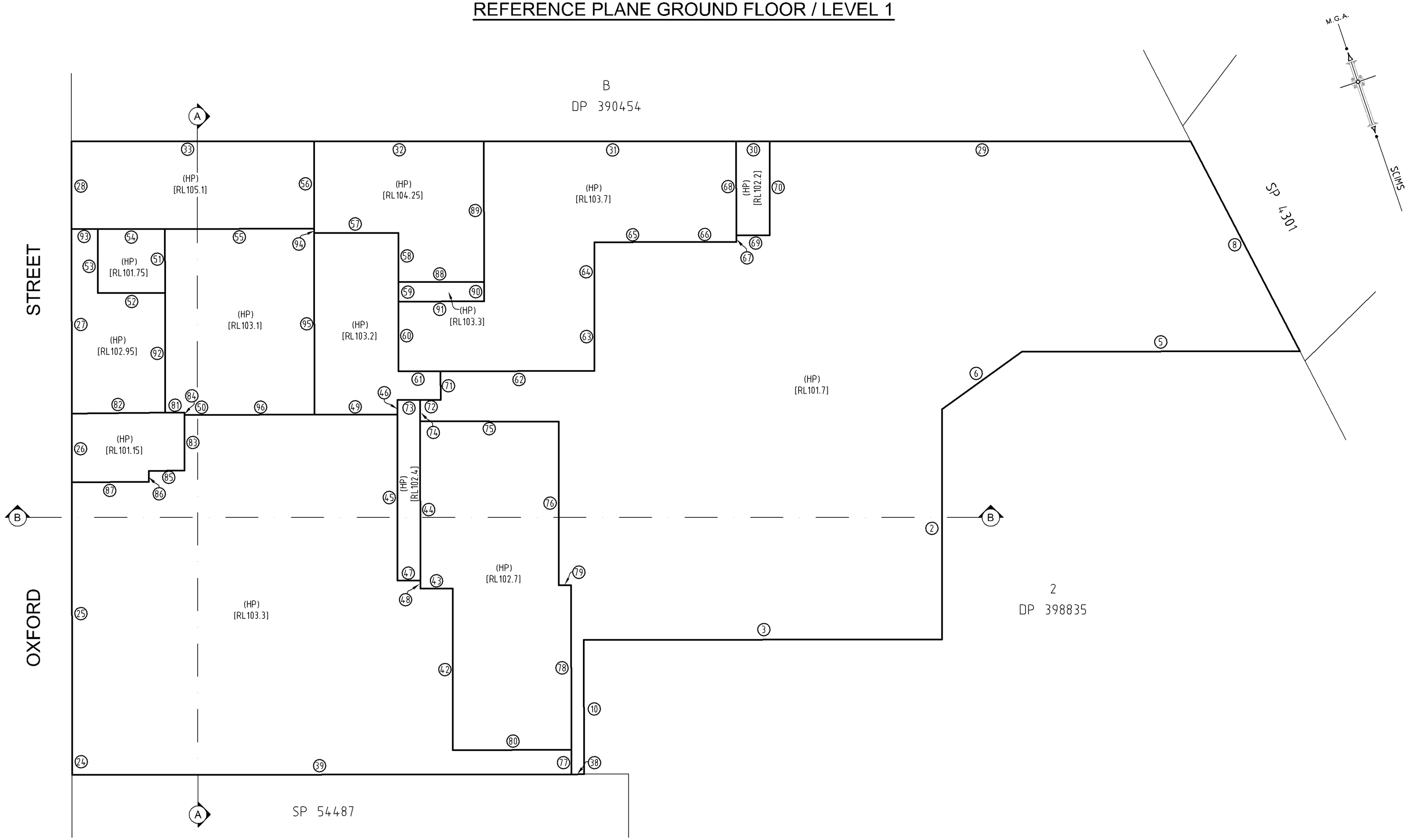
LGA: CITY OF PARRAMATTA
Locality : EPPING
Reduction Ratio 1: 250
Lengths are in metres.

Registered 08.10.2019

DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:12 of 34
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REFERENCE PLANE GROUND FLOOR / LEVEL 1



NOTES:

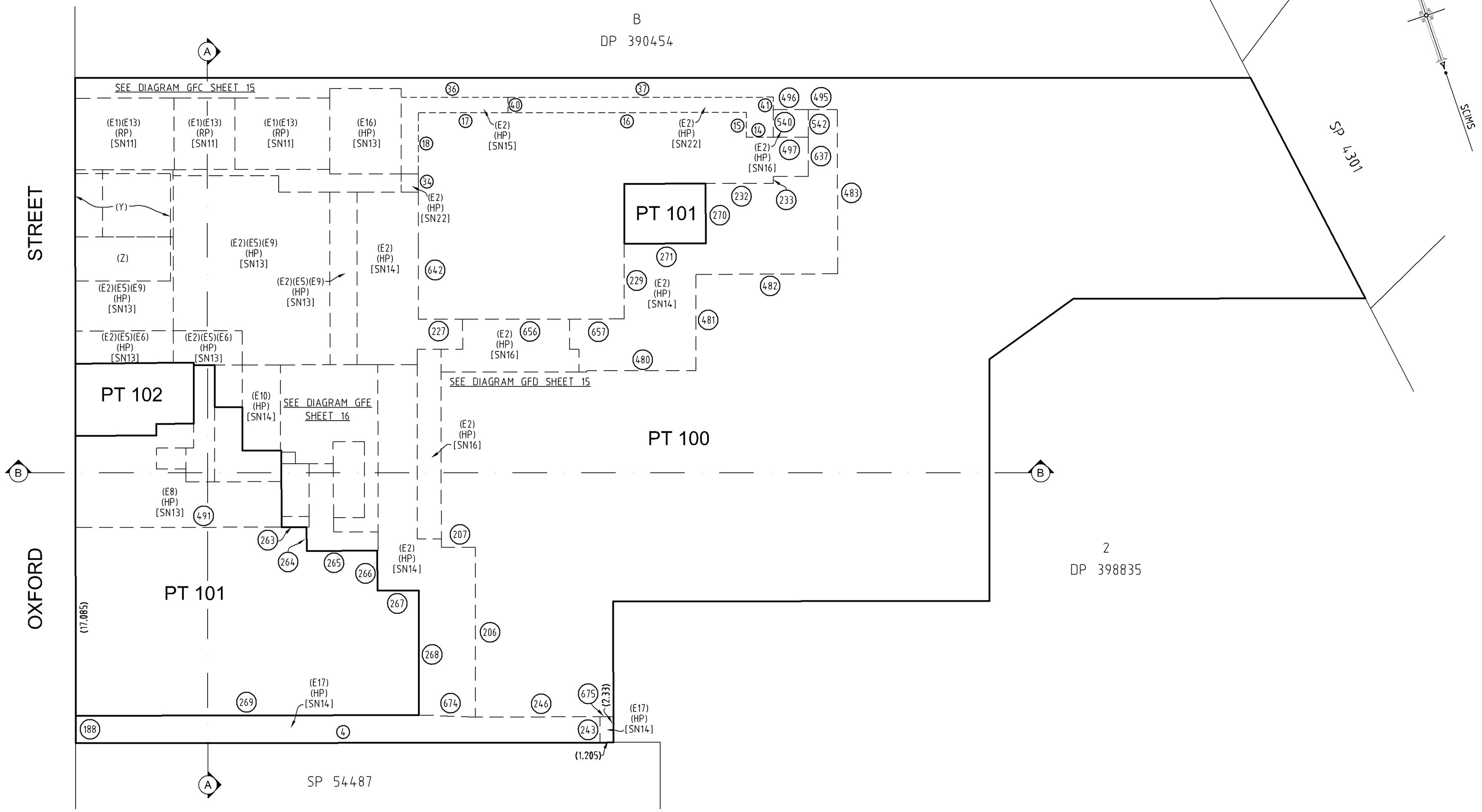
(HP) ~ DENOTES REGULAR HORIZONTAL PLANE

SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:13 of 34
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GROUND FLOOR EASEMENTS



NOTES:

(HP) ~ DENOTES REGULAR HORIZONTAL PLANE
(RP) ~ DENOTES REGULAR SLOPING PLANE

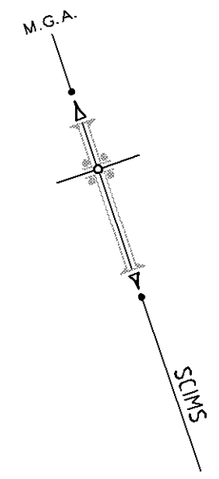
SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS & EASEMENT DESCRIPTIONS

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:14 of 34
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GROUND FLOOR EASEMENTS

(FOR CLARITY EXISTING EASEMENTS NOT SHOWN)



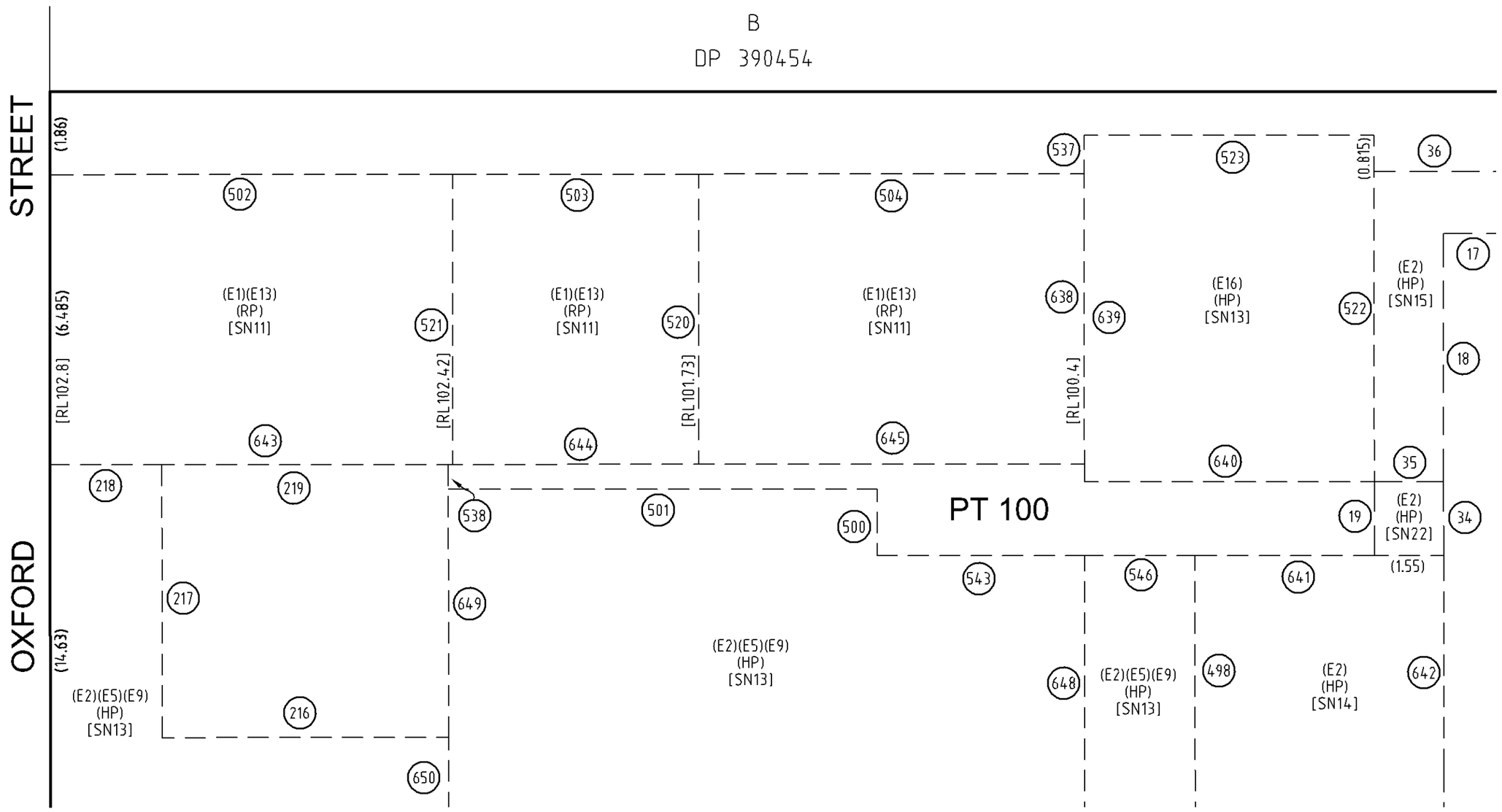


DIAGRAM GFC

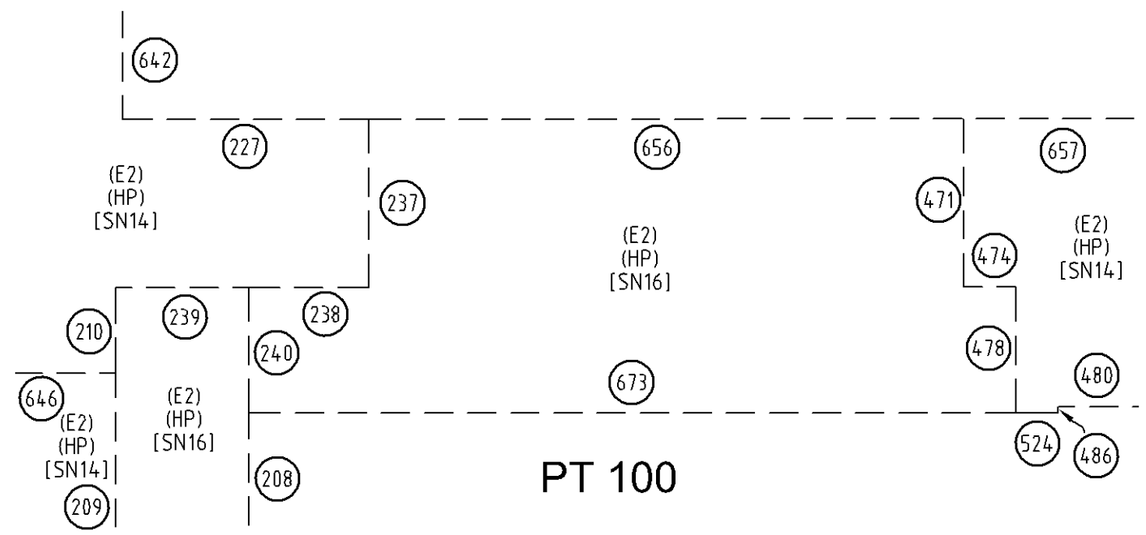


DIAGRAM GFD

NOTES:

(HP) ~ DENOTES REGULAR HORIZONTAL PLANE
(RP) ~ DENOTES REGULAR SLOPING PLANE

SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS & EASEMENT DESCRIPTIONS

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 100 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:15 of 34
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GROUND FLOOR EASEMENTS

(FOR CLARITY EXISTING EASEMENTS NOT SHOWN)

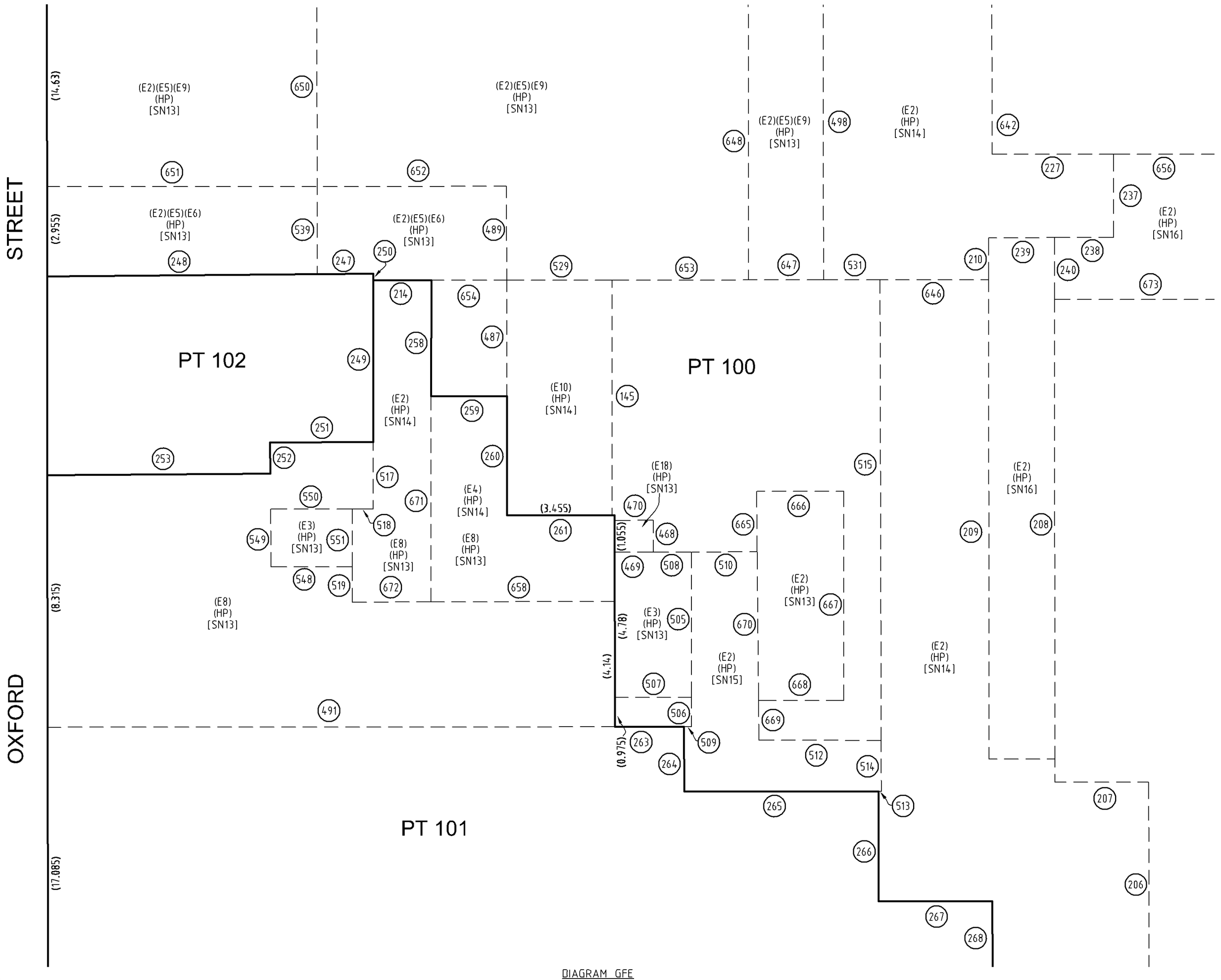


DIAGRAM GFE

NOTES:

(HP) ~ DENOTES REGULAR HORIZONTAL PLANE
(RP) ~ DENOTES REGULAR SLOPING PLANE

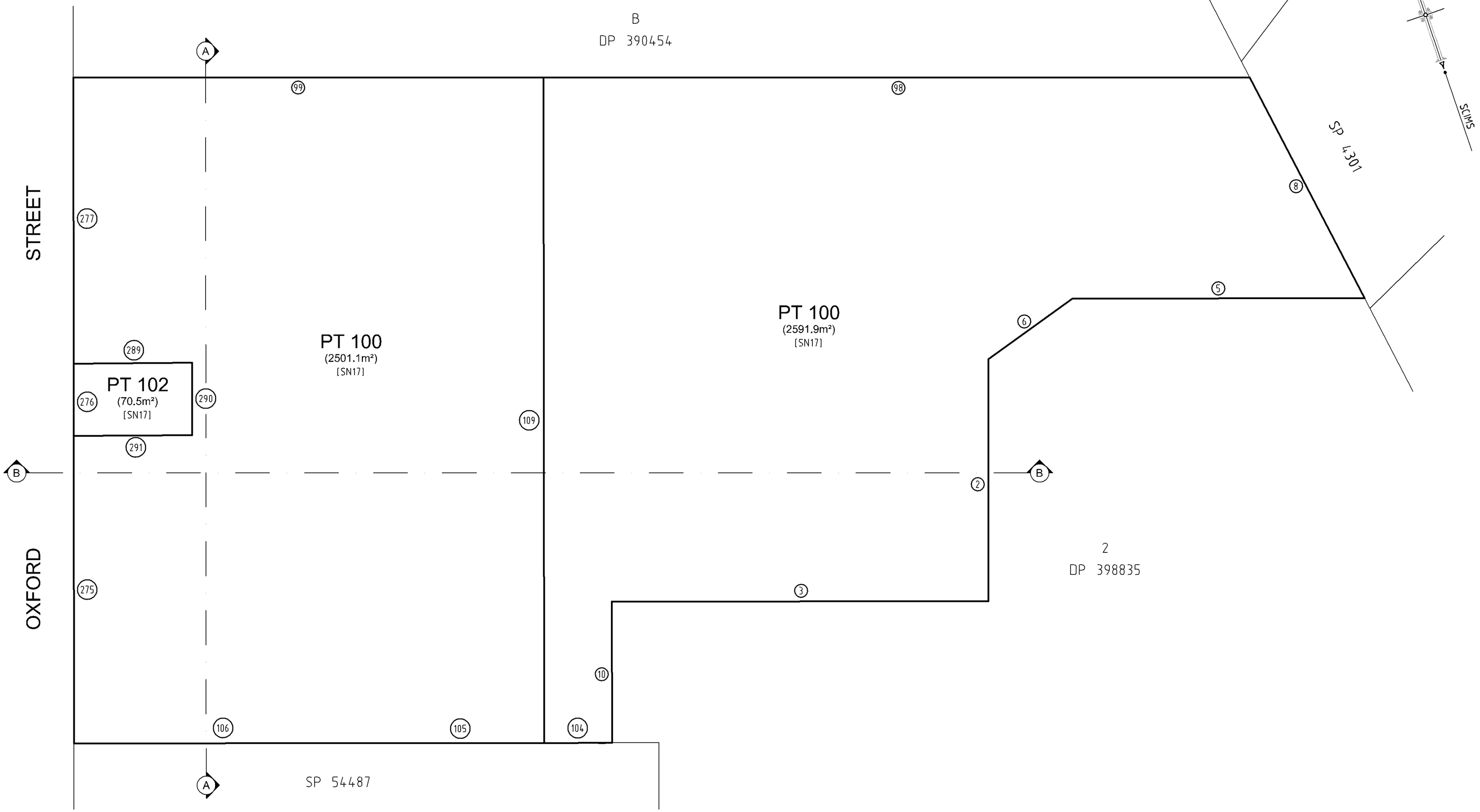
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS & EASEMENT DESCRIPTIONS

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 100 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:16 of 34
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BOUNDARY LEVEL 1

(LOTS ON THIS LEVEL ARE LIMITED IN DEPTH TO REFERENCE PLANE LEVEL 1 / LEVEL 2 AS SHOWN ON SHEET 18
AND LIMITED IN HEIGHT TO REFERENCE PLANE LEVEL 2 & ABOVE AS SHOWN ON SHEET 21)



SCHEDULE OF AREAS
(BOUNDARY LEVEL 1)

LOT	NO. OF PARTS	TOTAL AREA (m²)
100	2	5093
101	0	0
102	1	70.5

SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS

SURVEYOR
Name: JACEK IDZIKOWSKI
Date of Survey: 01-03-2019
Surveyor's Reference: 43220 007DP [PPN DP 1247078]

PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266

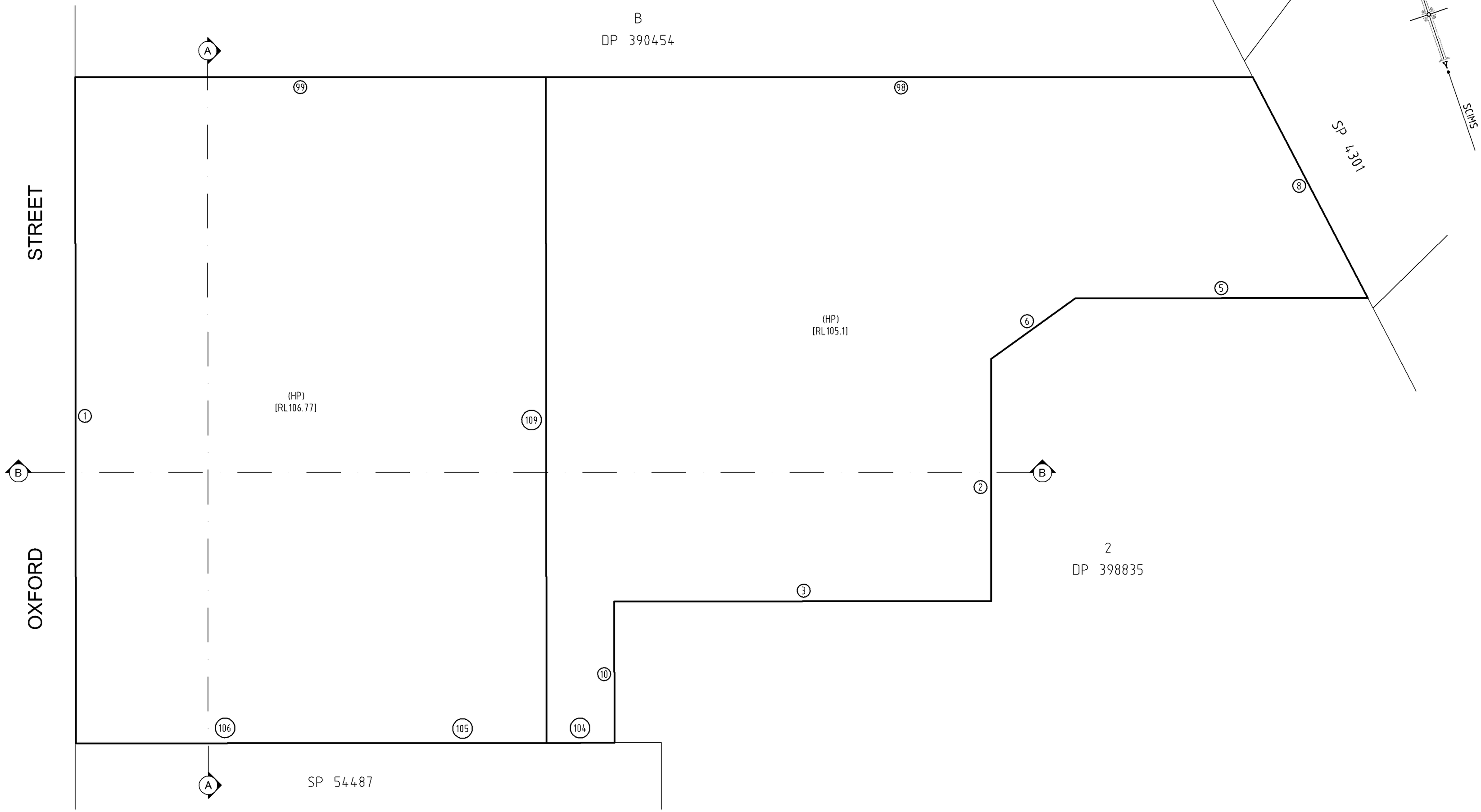
LGA: CITY OF PARRAMATTA
Locality : EPPING
Reduction Ratio 1: 250
Lengths are in metres.

Registered 08.10.2019

DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:17 of 34
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REFERENCE PLANE LEVEL 1 / LEVEL 2



NOTES:

(HP) ~ DENOTES REGULAR HORIZONTAL PLANE

SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:18 of 34
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LEVEL 1 EASEMENTS

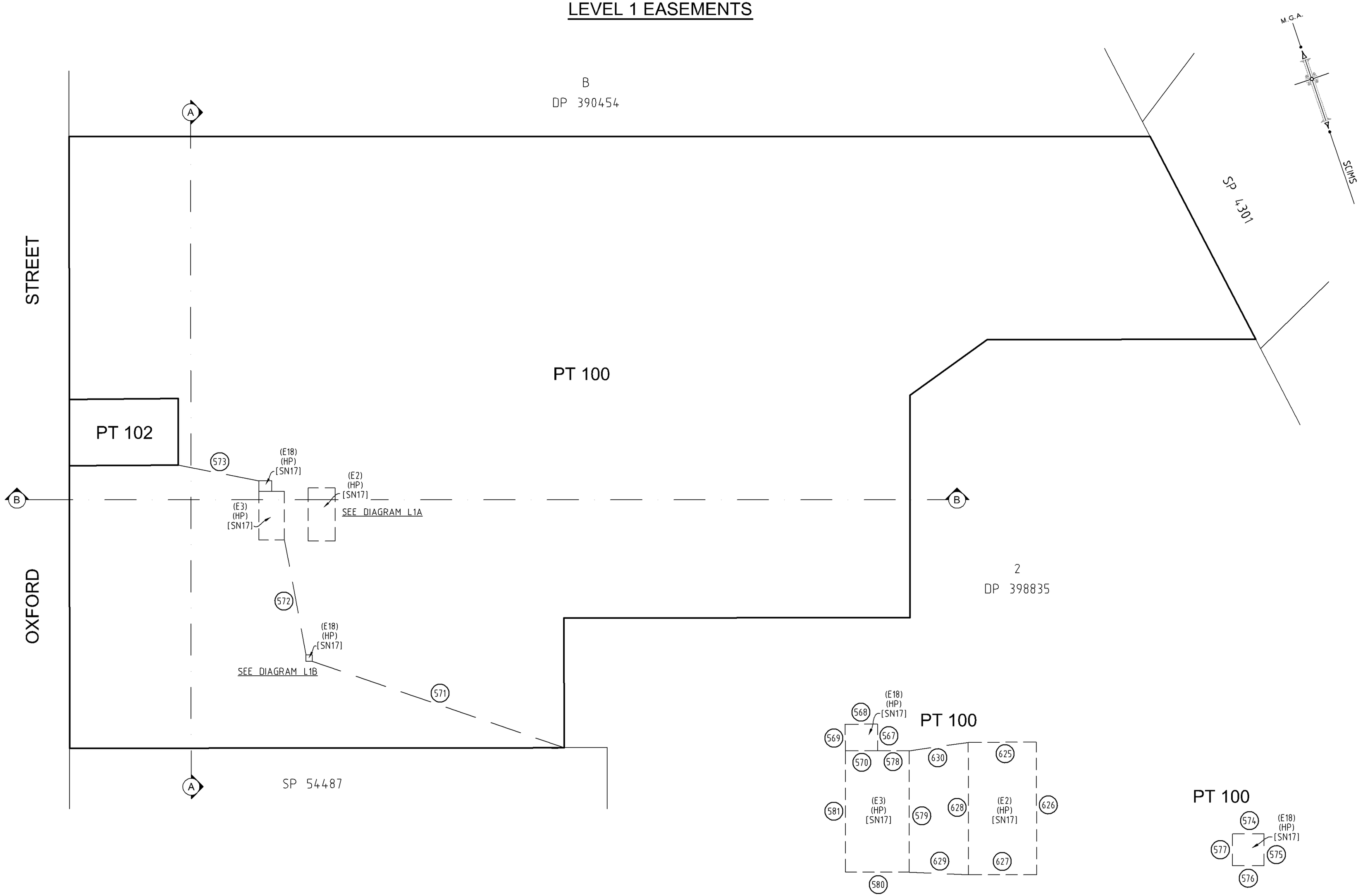


DIAGRAM L1A
(1:100)

DIAGRAM L1B
(1:50)

NOTES:

(HP) ~ DENOTES REGULAR HORIZONTAL PLANE

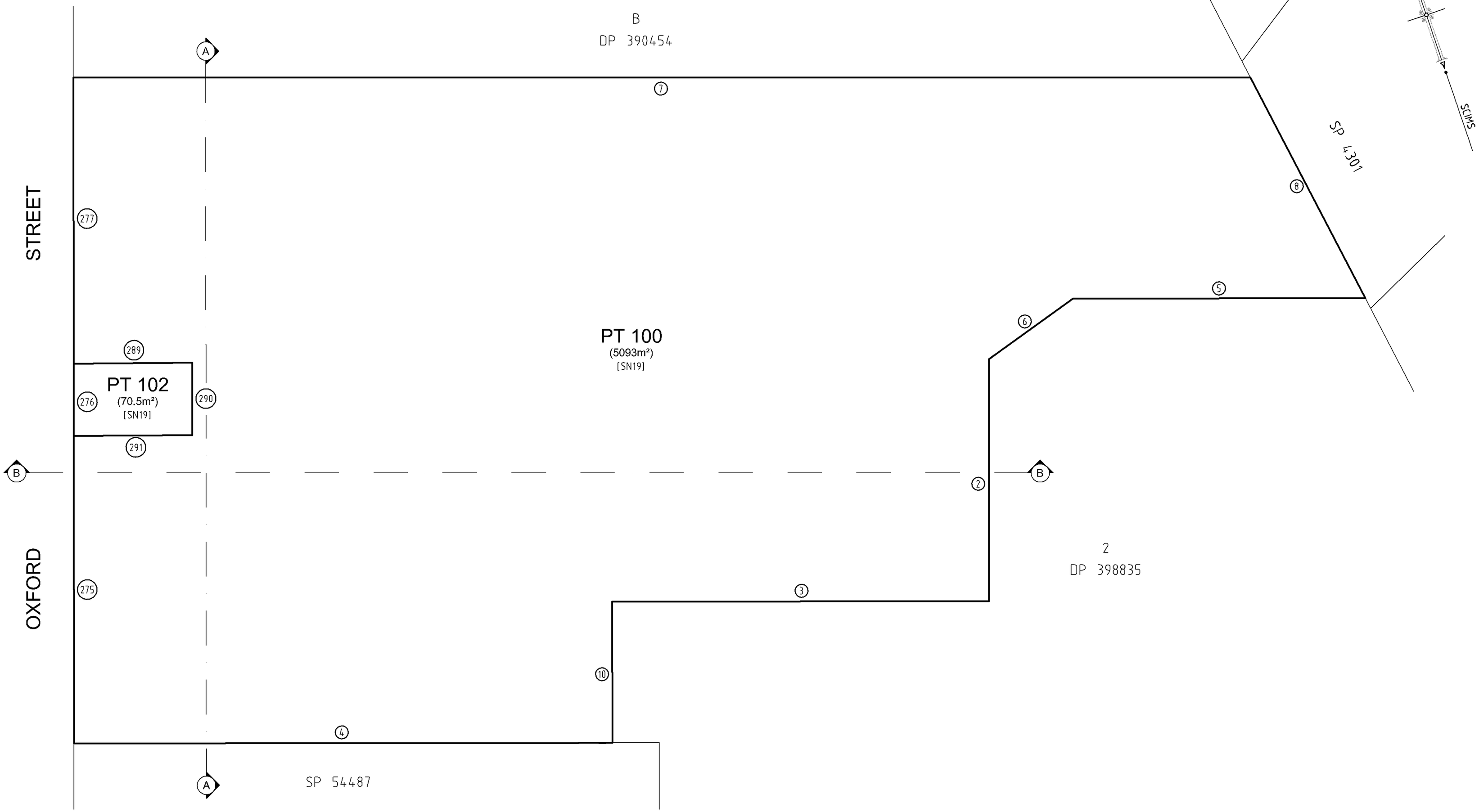
SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS & EASEMENT DESCRIPTIONS

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:19 of 34
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BOUNDARY LEVEL 2 & ABOVE

(LOTS ON THIS LEVEL ARE LIMITED IN DEPTH TO REFERENCE PLANE LEVEL 2 & ABOVE AS SHOWN ON SHEET 19 AND ARE UNLIMITED IN HEIGHT)



SCHEDULE OF AREAS
(BOUNDARY LEVEL 2 & ABOVE)

LOT	NO. OF PARTS	TOTAL AREA (m²)
100	1	5093
101	0	0
102	1	70.5

SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS

SURVEYOR
Name: JACEK IDZIKOWSKI
Date of Survey: 01-03-2019
Surveyor's Reference: 43220 007DP [PPN DP 1247078]

PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266

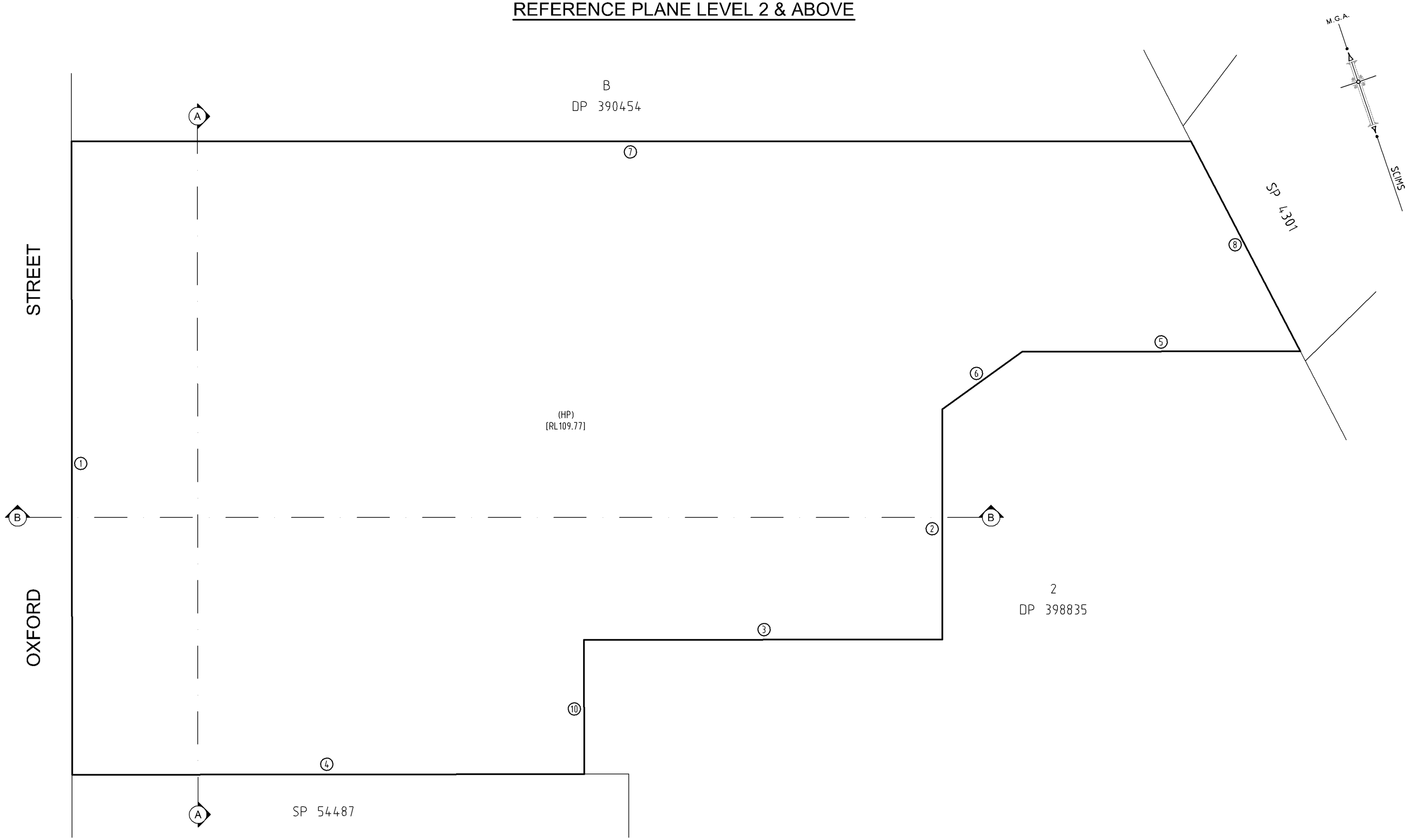
LGA: CITY OF PARRAMATTA
Locality : EPPING
Reduction Ratio 1: 250
Lengths are in metres.

Registered 08.10.2019

DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:20 of 34
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REFERENCE PLANE LEVEL 2 & ABOVE



NOTES:

(HP) ~ DENOTES REGULAR HORIZONTAL PLANE

SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:21 of 34
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LEVEL 2 - ROOF EASEMENTS

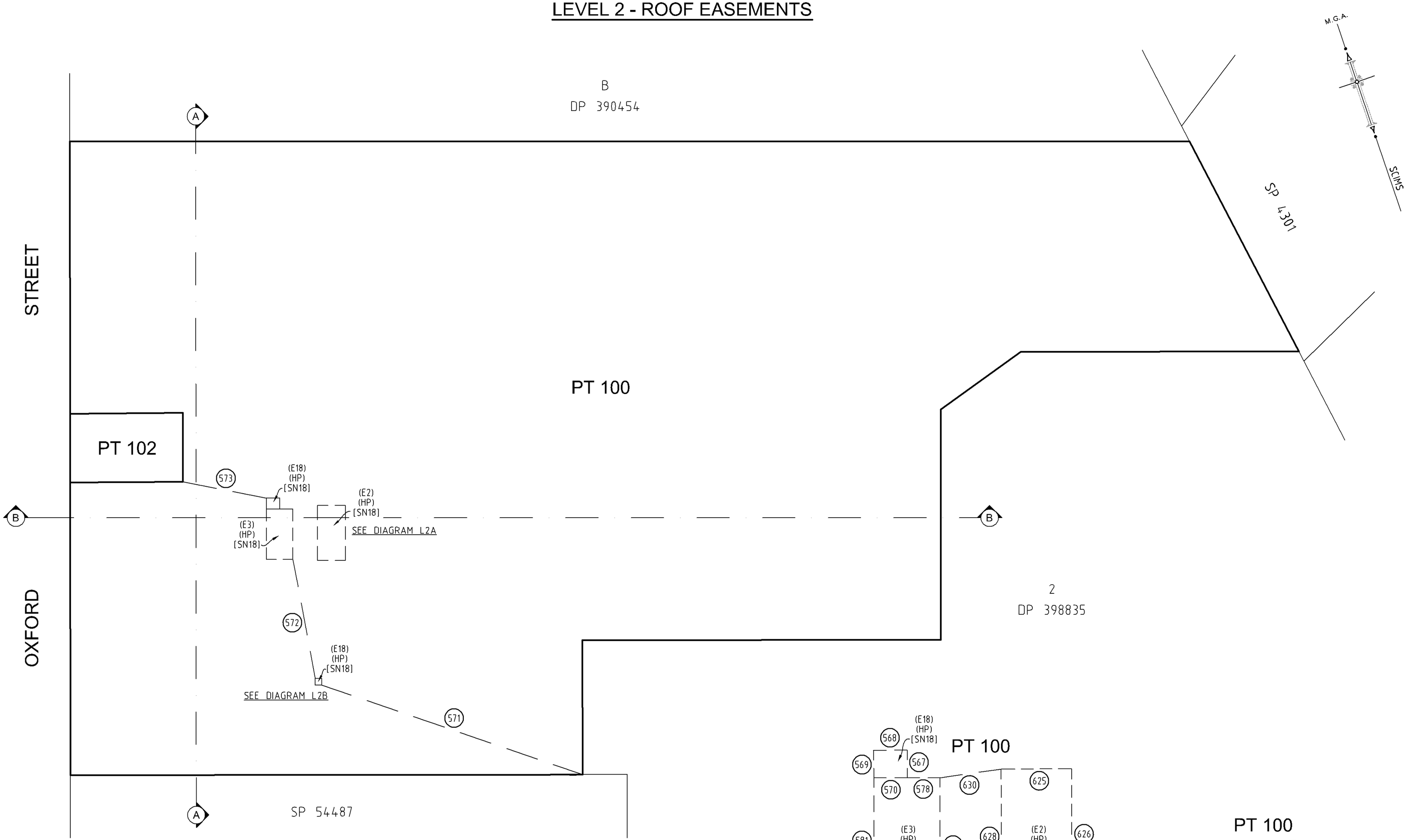


DIAGRAM L2A
(1:100)

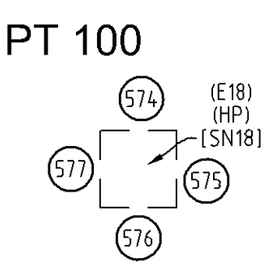


DIAGRAM L2B
(1:50)

NOTES:

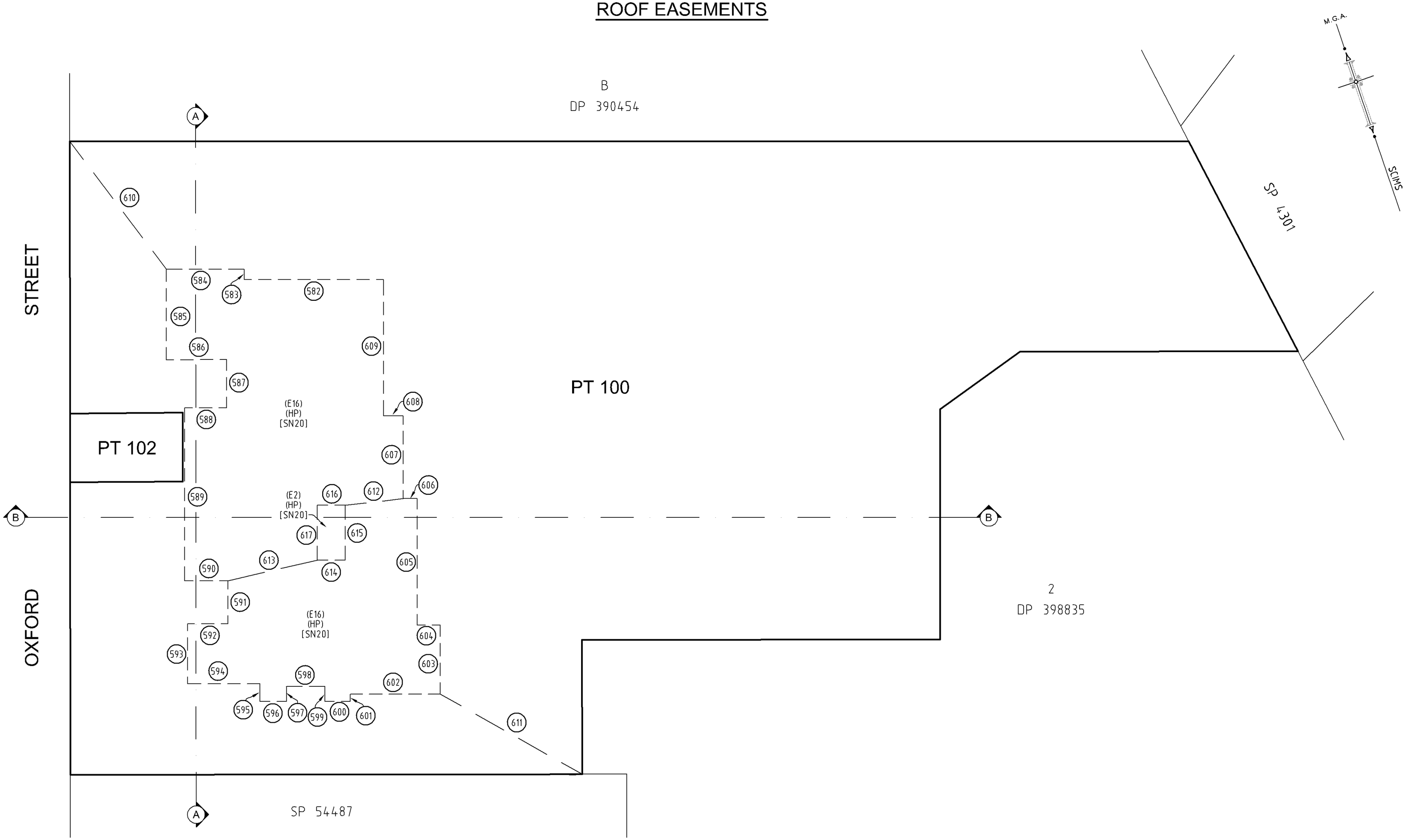
(HP) ~ DENOTES REGULAR HORIZONTAL PLANE

SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS & EASEMENT DESCRIPTIONS

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:22 of 34
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ROOF EASEMENTS



NOTES:

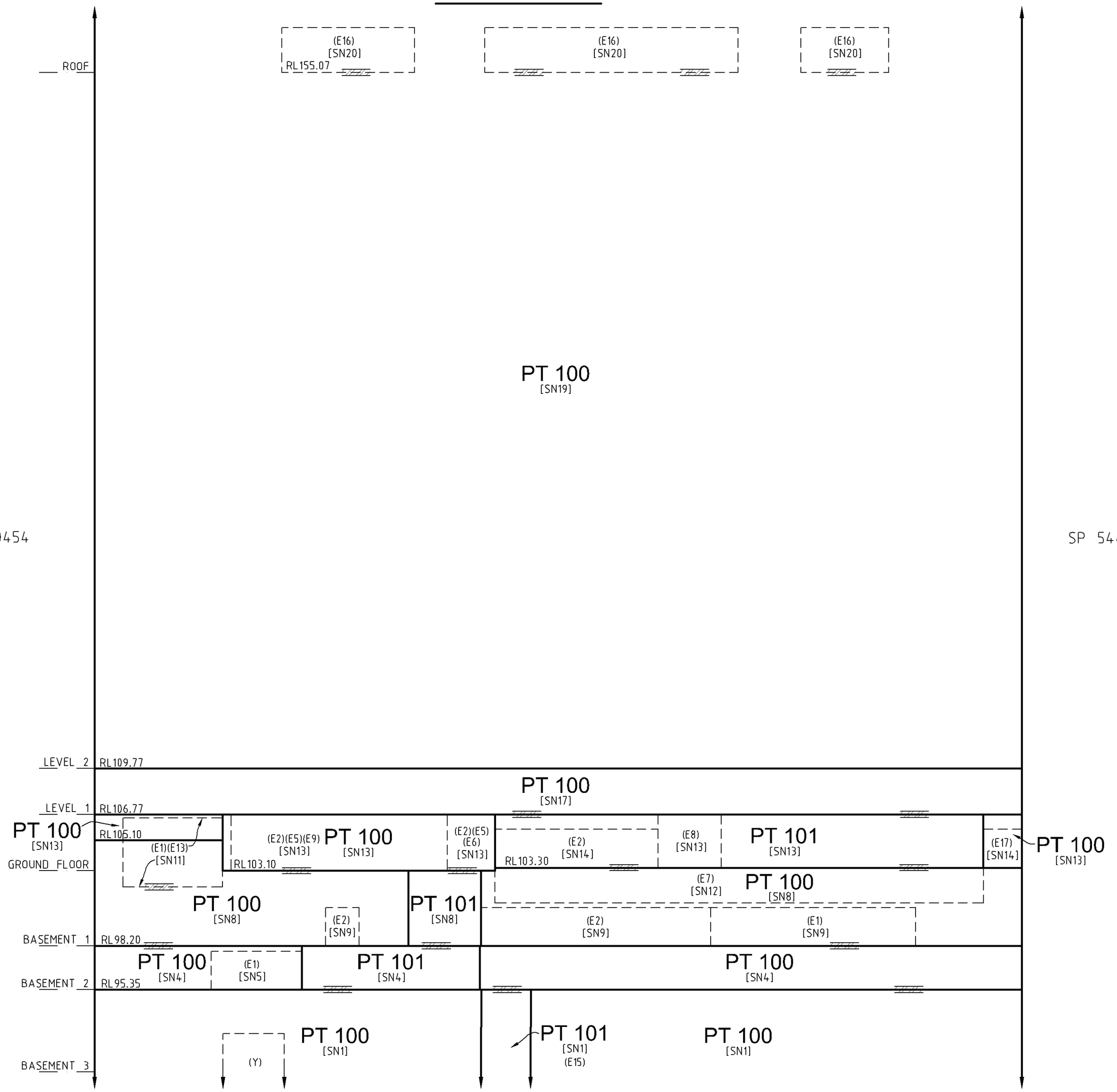
(HP) ~ DENOTES REGULAR HORIZONTAL PLANE

SEE SHEETS 24-25 FOR SECTIONS
SEE SHEETS 26-27 FOR SCHEDULE OF SHORT LINES
SEE SHEET 28 FOR STRATUM STATEMENTS & EASEMENT DESCRIPTIONS

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 250 Lengths are in metres.	Registered 08.10.2019	DP1247078

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SECTION 'A' - 'A'

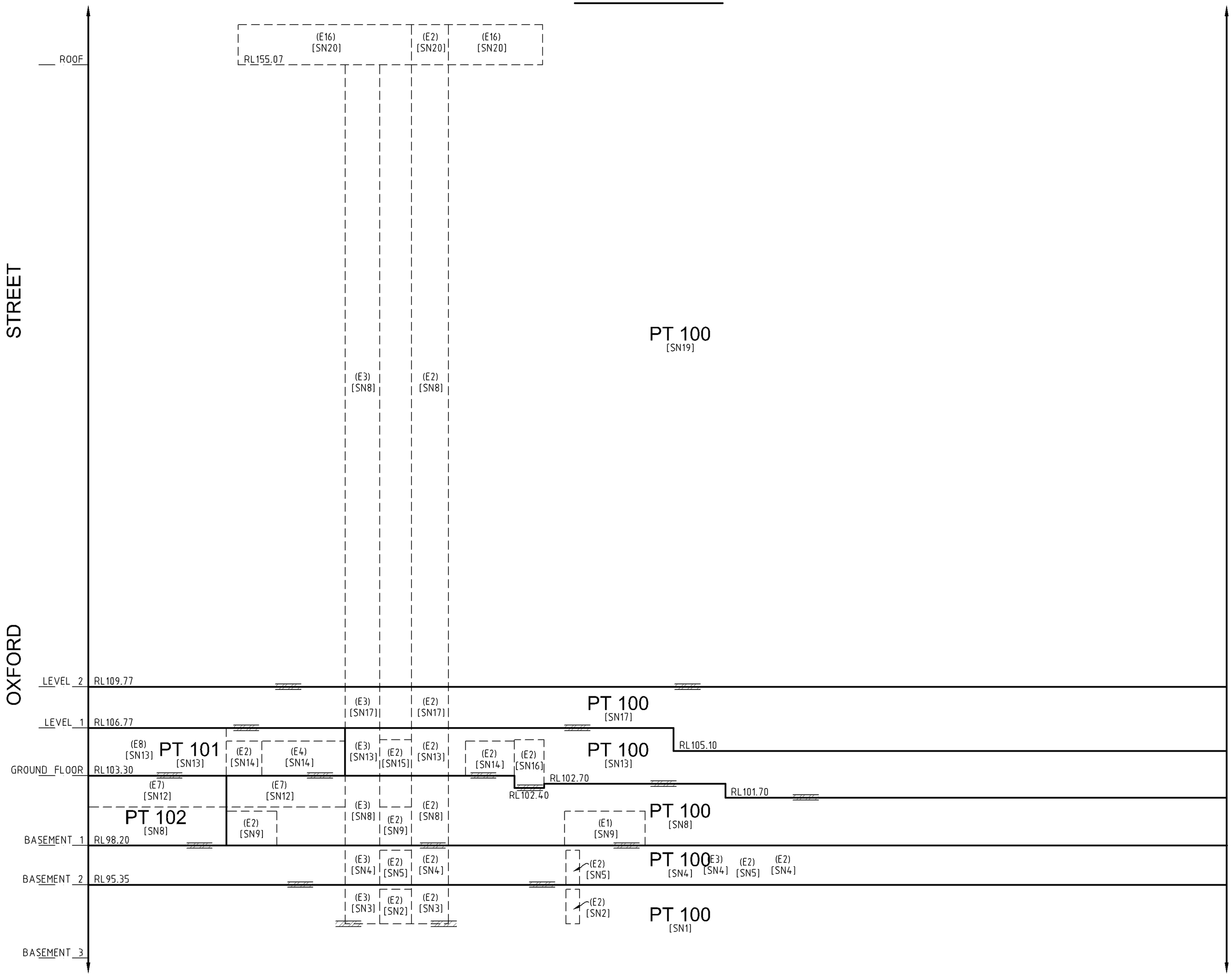


SEE SHEET 28 FOR STRATUM STATEMENTS & EASEMENT DESCRIPTIONS

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 200 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:24 of 34
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SECTION 'B' - 'B'



SEE SHEET 28 FOR STRATUM STATEMENTS & EASEMENT DESCRIPTIONS

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 200 Lengths are in metres.	Registered 08.10.2019	DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:25 of 34
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SCHEDULE OF SHORT LINES

NUMBER	BEARING	DISTANCE	DESCRIPTION
1	18°42'45"	60.35	
2	18°42'45"	21.945	
3	288°42'45"	34.135	
4	288°42'45"	48.77	
5	288°42'45"	26.495	
6	252°57'55"	9.39	
7	288°45'55"	106.63	
8	351°17'20"	22.555	
10	18°42'45"	12.8	
12	288°53'05"	4.225	
13	198°55'10"	1.465	
14	108°43'10"	2.44	
15	18°43'10"	2.24	
16	108°43'10"	21.605	
17	108°43'10"	8.145	
18	18°43'10"	5.54	
19	18°42'45"	1.65	
20	288°42'45"	2.685	C.L. CW
21	18°42'35"	1.9	C.L. CW
22	108°42'40"	2.685	C.L. CW
23	198°42'50"	1.9	C.L. CW
24	18°42'45"	2.475	
25	18°42'45"	25.4	
26	18°42'45"	6.545	
27	18°42'45"	17.585	
28	18°42'45"	8.345	
29	288°45'55"	40.11	
30	288°45'55"	3.19	
31	288°45'55"	24.045	
32	288°45'55"	16.17	
33	288°45'55"	23.115	
34	18°42'45"	1.65	
35	89°59'30"	1.55	
36	108°43'10"	9.69	
37	108°43'10"	24.045	
38	288°42'45"	1.205	
39	288°42'45"	47.565	
40	18°43'10"	1.39	
41	18°42'40"	1.135	
42	18°42'40"	15.395	S.E.F. CS
43	288°43'05"	3.09	N.E.F. CS
44	18°42'40"	15.155	C.L. CW
45	18°42'40"	15.8	C.L. CW
46	18°42'40"	1.385	C.L. CW
47	288°42'40"	2.17	
48	18°42'40"	0.765	C.L. CW
49	288°42'40"	7.91	
50	288°42'40"	1.91	C.L. CW
51	198°42'40"	6.1	S.E.F. CS
52	288°42'40"	6.4	S.W.F. CS
53	18°42'40"	6.1	N.W.F. CS
54	108°42'40"	6.4	N.E.F. CS
55	108°42'40"	14.215	N.E.F. CS
56	18°42'40"	8.325	
57	288°43'10"	8.025	S.W.F. CS
58	198°42'40"	4.69	N.W.F. CS
59	198°42'40"	1.85	N.W.F. CS
60	198°42'40"	6.65	N.W.F. CS
61	108°42'40"	4.005	S.W.F. CS
62	108°42'40"	14.655	S.W.F. CS
63	18°42'40"	6.85	S.E.F. CS
64	18°42'40"	5.43	S.E.F. CS
65	108°42'40"	7.39	C.L. CW
66	108°42'40"	6.14	S.W.F. CW
67	18°42'40"	0.655	S.E.F. CS
68	18°42'40"	8.945	S.E.F CS
69	108°42'40"	3.19	S.W.F. CS
70	18°42'40"	8.94	S.E.F CS
71	198°42'40"	2.745	
72	288°42'40"	1.95	C.L. CW
73	288°42'40"	2.17	C.L. CW
74	198°42'40"	2.035	
75	108°48'	13.19	C.L. CW
76	198°42'40"	15.595	S.E.F. CS
77	18°42'40"	2.33	S.E.F. CS
78	18°42'40"	15.695	S.E.F. CS
79	288°42'40"	1.18	N.E.F. CS
80	288°40'50"	11.28	
81	288°16'15"	1.85	NOTE 1
82	288°16'15"	8.9	NOTE 1
83	18°49'	5.325	NOTE 2
84	18°49'	0.225	NOTE 2
85	288°25'55"	3.4	NOTE 3
86	198°25'55"	1.03	
87	288°26'25"	7.345	NOTE 4
88	108°42'40"	8.145	S.W.F. CS
89	198°42'15"	13.4	S.E.F CS
90	198°42'40"	1.85	N.W.F. CS
91	288°42'50"	8.145	N.E.F. CS
92	198°42'40"	11.415	
93	108°42'40"	2.5	N.E.F. CS
94	18°42'40"	0.4	
95	18°42'40"	17.325	
96	288°42'40"	10.455	C.L. CW
97	288°42'40"	6.685	P. C.L.C
98	288°45'55"	64.01	
99	288°45'55"	42.625	
100	198°42'40"	2.7	
101	18°42'45"	2.7	
102	18°37'20"	4.975	
103	198°42'40"	9.835	
104	288°42'45"	6.145	
105	288°42'45"	15.145	
106	288°42'45"	27.48	
107	198°42'40"	6.535	
108	198°34'05"	10.725	
109	18°42'40"	60.31	
110	18°35'05"	10.705	
119	18°42'45"	27.07	
120	18°42'45"	8.095	
121	18°42'45"	25.19	
130	108°39'30"	11.63	0.1 S.W.F.
131	288°08'	11.62	0.1 N.E.F.
132	18°37'20"	8.2	0.1 S.E.F
133	18°42'45"	27.07	
134	18°42'45"	8.095	
135	18°42'45"	11.69	
136	18°42'45"	13.5	
145	18°46'25"	7.745	C.L. CW
146	108°42'40"	3.38	C.L. CW
147	198°42'40"	11.57	P.N.W.F.
148	288°42'40"	15	
149	18°37'20"	8.2	0.1 S.E.F.
150	288°08'	11.62	0.1 N.E.F.
151	108°39'30"	11.63	0.1 S.W.F.
152	18°42'45"	10.37	
153	18°42'45"	13.995	
154	18°42'45"	8.095	
155	18°42'45"	25.19	
165	108°39'30"	10.05	0.1 S.W.F.
166	108°39'30"	1.58	0.1 S.W.F.
167	18°37'20"	8.2	0.1 S.E.F.
168	288°08'	2.83	C.L. CW
169	288°08'	5.34	0.1 N.E.F.
170	288°08'	6.28	0.1 N.E.F.
171	198°49'	7.895	C.L. CW
172	288°41'35"	4.18	C.L. CW
173	198°28'50"	4.625	C.L. CW
174	198°44'	3.185	C.L. CW
175	288°44'	3.955	
176	288°39'45"	9.205	C.L. CW
177	198°34'05"	4.265	C.L. CW
178	198°34'05"	6.46	C.L. CW
179	108°32'35"	9.2	C.L. CW
180	18°35'05"	6.455	C.L. CW
181	18°35'05"	4.25	C.L. CW
182	288°34'05"	9.2	C.L. CW
183	18°39'30"	0.33	C.L. CW
184	198°42'40"	4.635	C.L. CW
185	288°42'40"	3.365	C.L. CW
186	198°42'40"	7.135	
187	288°42'40"	6.685	
188	18°42'45"	2.475	
189	18°42'45"	25.4	
190	18°42'45"	6.545	
191	18°42'45"	17.585	
192	18°42'45"	8.345	
193	288°45'55"	40.11	
194	288°45'55"	3.19	
195	288°45'55"	24.045	
196	288°45'55"	16.17	
197	288°45'55"	23.115	
202	288°42'45"	1.205	
203	288°42'45"	47.565	
206	18°42'40"	15.395	S.E.F. CS
207	288°43'05"	3.09	N.E.F. CS
208	18°42'40"	15.155	C.L. CW
209	18°42'40"	15.8	C.L. CW
210	18°42'40"	1.385	C.L. CW
211	288°42'40"	2.17	
212	18°42'40"	0.765	C.L. CW
213	288°42'40"	7.91	
214	288°42'40"	1.91	C.L. CW
215	198°42'40"	6.1	S.E.F. CS
216	288°42'40"	6.4	S.W.F. CS
217	18°42'40"	6.1	N.W.F. CS
218	108°42'40"	2.5	N.E.F. CS
219	108°42'40"	6.4	N.E.F. CS
220	108°42'40"	14.215	N.E.F. CS
221	18°42'40"	0.4	
222	18°42'40"	8.325	
223	288°43'10"	8.025	S.W.F. CS
224	198°42'40"	4.69	N.W.F. CS
225	198°42'40"	1.85	N.W.F. CS
226	198°42'40"	6.65	N.W.F. CS
227	108°42'40"	4.005	S.W.F. CS
228	108°42'40"	14.655	S.W.F. CS
229	18°42'40"	6.85	S.E.F. CS
230	18°42'40"	5.43	S.E.F. CS
231	108°42'40"	7.39	C.L. CW
232	108°42'40"	6.14	S.W.F. CS
233	18°42'40"	0.655	S.E.F. CS
234	18°42'40"	8.945	S.E.F. CS
235	108°42'40"	3.19	S.W.F. CS
236	18°42'40"	8.94	S.E.F. CS
237	198°42'40"	2.745	
238	288°42'40"	1.95	C.L. CW
239	288°42'40"	2.17	C.L. CW
240	198°42'40"	2.035	
241	108°48'	13.19	C.L. CW
242	198°42'40"	15.595	S.E.F. CS
243	18°42'40"	2.33	S.E.F. CS
244	18°42'40"	15.695	S.E.F. CS
245	288°42'40"	1.18	N.E.F. CS
246	288°40'50"	11.28	
247	288°16'15"	1.85	NOTE 1
248	288°16'15"	8.9	NOTE 1
249	18°49'	5.325	NOTE 2
250	18°49'	0.225	NOTE 2
251	288°25'55"	3.4	NOTE 3
252	198°25'55"	1.03	
253	288°26'25"	7.345	NOTE 4
254	108°42'40"	8.145	S.W.F. CS
255	198°42'15"	13.4	S.E.F. CS
256	198°42'40"	1.85	N.W.F. CS
257	288°42'50"	8.145	N.E.F. CS
258	198°50'55"	3.815	C.L. CW
259	108°46'25"	2.495	C.L CW
260	198°39'35"	3.93	C.L. CW
261	108°39'35"	3.535	C.L. CW
262	198°38'45"	6.98	0.1 S.E.F.
263	108°35'55"	2.27	0.1 N.E.F.
264	198°19'15"	2.14	C.L. CW
265	108°42'	6.4	C.L. CW
266	198°42'	3.615	C.L. CW
267	108°46'45"	3.745	N.E.F. CS
268	198°41'35"	11.29	S.E.F. CS
269	288°39'	31.115	C.L. CW
270	18°24'55"	5.42	C.L. CW
271	288°37'45"	7.42	C.L. CW
272	198°42'40"	11.415	
273	18°42'40"	17.325	
274	288°42'40"	10.455	C.L CW
275	18°42'45"	27.875	
276	18°42'45"	6.545	
277	18°42'45"	25.93	
289	288°16'15"	10.75	
290	18°49'	6.575	
291	288°26'25"	10.74	
303	289°00'05"	2.07	C.L. CW
307	18°37'20"	3.225	0.1 S.E.F.
309	199°00'05"	1.625	C.L. CW
310	289°00'05"	3.565	C.L. CW
311	109°00'05"	5.71	C.L. CW
312	19°00'05"	4.845	C.L. CW
313	289°00'05"	2.17	C.L. CW
314	108°42'40"	12.59	
315	108°42'40"	14.59	
316	198°42'55"	34.09	
317	198°42'55"	36.08	
318	288°19'	11.23	
319	288°19'	14.56	
320	198°42'40"	7.735	
321	198°42'40"	8.86	
322	108°42'45"	2.33	
323	18°42'40"	2.14	
324	108°42'40"	5.9	
325	18°42'40"	8.84	
326	18°42'40"	8.55	
327	18°42'40"	1.44	
328	108°42'40"	4.83	
329	108°42'40"	2.52	0.1 S.W.F.
330	198°42'45"	4.78	0.1 N.W.F.
331	288°42'40"	2.52	0.1 N.E.F.
332	18°42'40"	4.78	0.1 S.E.F.
333	276°47'40"	1.615	
334	105°38'05"	8.665	
335	288°42'45"	6.1	
336	288°42'45"	28.13	
337	108°42'45"	6.1	
338	198°42'45"	6.8	
339	108°42'40"	19.83	
340	288°42'40"	39.03	
341	288°42'40"	40.58	
342	288°19'	11.23	
343	288°19'	14.56	
344	198°42'40"	7.735	
345	198°42'40"	8.86	
346	18°42'40"	19.45	
347	198°42'55"	20.35	
348	198°42'55"	13.74	
349	198°42'55"	14.73	
350	18°42'50"	1.85	P.S.E.F.COL

NOTES:

N.W.F.~ DENOTES NORTH WEST FACE
S.W.F.~ DENOTES SOUTH WEST FACE
N.E.F.~ DENOTES NORTH EAST FACE
S.E.F.~ DENOTES SOUTH EAST FACE
C.L. ~ DENOTES CENTRELINE
CW ~ DENOTES 0.2 CONCRETE WALL
CS ~ DENOTES CONCRETE SLAB
P. ~ DENOTES PROLONGATION
0.1xxx ~ DENOTES INTO STRUCTURE FROM FACE
NOTE 1: BOUNDARY 0.1 CLEAR N.E.F. OF BUILDING
NOTE 2: BOUNDARY 0.15 CLEAR S.E.F. OF BUILDING
NOTE 3: BOUNDARY 0.03 CLEAR S.W.F. OF BUILDING
NOTE 4: BOUNDARY 0.12 CLEAR W.S.F. OF BUILDING

SURVEYOR
Name: JACEK IDZIKOWSKI
Date of Survey: 01-03-2019
Surveyor's Reference: 43220 007DP [PPN DP 1247078]

PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266

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

Registered
08.10.2019

DP1247078

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:26 of 34
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SCHEDULE OF SHORT LINES

NUMBER	BEARING	DISTANCE	DESCRIPTION
351	18°42'50"	9.395	P.S.E.F. C
352	18°42'50"	2	P.S.E.F. C
353	198°42'45"	2	P.N.W.F. C
354	198°42'45"	9.395	P.N.W.F. C
355	198°42'45"	1.85	P.N.W.F. C
356	288°42'40"	6.1	
357	288°42'40"	6.1	
358	108°42'40"	2.52	0.1 S.W.F.
359	198°42'45"	4.78	0.1 N.W.F.
360	288°42'40"	2.52	0.1 N.E.F.
361	18°42'40"	4.78	0.1 S.E.F.
362	108°42'45"	2.33	
363	288°42'40"	1	
366	288°42'45"	2.685	C.L. CW
367	18°42'35"	1.9	C.L. CW
368	108°42'40"	2.685	C.L. CW
369	198°42'50"	1.9	C.L. CW
370	108°42'40"	2.52	0.1 S.W.F.
371	198°42'45"	4.78	0.1 N.W.F.
372	288°42'40"	2.52	0.1 N.E.F.
373	18°42'40"	4.78	0.1 S.E.F.
374	288°42'45"	6.1	
375	18°42'50"	13.245	P.S.E.F. C
376	108°42'45"	6.1	
377	198°42'45"	13.245	P.N.W.F. C
378	18°48'40"	6.82	C.L. CW
379	288°43'10"	40.835	
380	288°43'10"	34.03	
381	198°42'45"	14.385	P.S.E.F. C
382	18°42'45"	26.25	P.S.E.F. C
383	108°55'10"	33.86	
384	18°42'45"	1.335	
385	18°42'45"	14.01	
386	18°42'45"	5.695	
387	198°42'45"	19.65	
388	108°42'45"	8.415	
389	108°42'45"	2.33	
390	108°42'45"	11.13	
391	288°44'25"	13.36	S.W.F. CW
392	288°44'25"	4.235	S.W.F. CW
393	198°36'20"	1.455	S.E.F. CW
394	288°53'05"	4.32	S.W.F. CW
395	198°55'10"	4.665	S.E.F. CW
396	108°55'10"	8.545	S.W.F. CW
397	108°55'10"	13.45	S.W.F. CW
398	198°06'45"	6.175	N.W.F. CW
399	198°55'10"	4.67	S.W.F. CW
400	288°49'	8.59	P.S.W.F.CW
401	18°42'45"	2.205	C.L. CW
402	18°32'50"	5.295	C.L. CW
403	108°34'05"	2.905	C.L. CW
404	18°42'45"	3.185	C.L. CW
405	108°42'45"	4.18	C.L. CW
406	108°48'40"	0.925	
407	288°42'45"	11.68	P.N.E.F. C
408	198°42'45"	4.975	
409	18°42'45"	11.15	
410	108°42'45"	11.745	
411	18°42'45"	5.12	
412	18°42'45"	5.745	
413	288°32'05"	18.525	
414	288°32'05"	8.13	
415	108°42'45"	24.695	
416	198°42'40"	3.455	
417	18°42'40"	7.415	
418	198°43'10"	0.805	
419	108°42'45"	0.4	
420	288°42'40"	19.875	
421	288°42'40"	4	
422	288°42'40"	9.695	
423	18°42'40"	0.6	
424	18°42'40"	6.485	
425	108°42'40"	6.425	S.W.F. CW
426	198°42'40"	15.345	N.W.F. CW
427	288°42'40"	6.43	N.E.F. CW
428	287°32'10"	2.755	
429	108°42'45"	11.065	
430	18°42'40"	6.485	
431	288°42'40"	4	
432	288°42'40"	9.695	
433	198°42'45"	7.57	
434	108°42'45"	2.33	
435	198°42'45"	7.68	
436	198°42'40"	6.485	
437	18°42'45"	4.89	0.1 S.E.F.
438	288°42'45"	2.685	C.L. CW
439	18°42'35"	1.9	C.L. CW
440	108°42'40"	2.685	C.L. CW
441	198°42'50"	1.9	C.L. CW
451	288°42'40"	1.04	
452	198°50'55"	3.815	
453	108°46'25"	2.495	
454	198°39'35"	3.93	
455	108°39'35"	3.535	
456	198°38'45"	6.98	
457	198°19'15"	2.14	
458	108°42'	6.4	
459	198°42'	3.615	
460	108°46'45"	3.745	
461	198°41'35"	11.29	
462	288°39'	31.115	
463	288°35'55"	2.27	
464	108°39'30"	11.63	
468	198°42'40"	1.055	
469	288°38'45"	1.275	0.1 S.W.F.
470	288°38'45"	1.285	C.L. CW
471	18°43'10"	2.745	
474	288°42'40"	0.85	
478	198°48'	2.055	
480	108°37'55"	9.925	N.E.F. CW
481	18°38'25"	8.72	N.W.F. CS
482	108°28'35"	12.86	N.E.F. CS
483	198°43'10"	14.89	
486	18°43'10"	0.105	
487	18°42'40"	3.82	C.L. CW
489	18°43'10"	3.095	
491	288°43'10"	18.695	
495	288°42'40"	1.23	
496	288°42'40"	3.19	
497	288°42'40"	3.19	
498	198°42'40"	15.675	
500	18°42'40"	1.495	
501	288°42'40"	9.585	
502	108°42'40"	9	
503	108°42'40"	5.5	
504	108°42'40"	8.615	
505	198°42'45"	4.78	0.1 N.E.F.
506	198°42'45"	0.97	0.1 N.E.F.
507	288°42'40"	2.53	0.1 N.W.F.
508	288°42'40"	1.26	0.1 S.E.F.
509	288°35'55"	0.255	0.1 N.W.F.
510	108°15'	2.17	
512	108°50'35"	4.03	S.W.F. CW
513	108°42'	0.095	
514	18°37'10"	1.68	S.E.F. CS
515	18°37'10"	15.18	S.E.F. CS
517	198°42'40"	2.215	C.L. CW
518	108°42'40"	0.69	C.L. CW
519	198°42'40"	1.17	C.L. CW
520	198°42'40"	6.485	
521	198°42'40"	6.485	
522	18°42'45"	7.745	S.E.F. CS
523	288°42'45"	6.475	
524	108°48'	0.69	C.L. CW
529	108°42'40"	3.47	C.L. CW
531	108°42'40"	1.86	N.E.F. CS
537	198°42'40"	0.86	
538	198°42'40"	0.555	S.E.F. CS
539	198°42'40"	2.885	
540	198°42'40"	2.495	S.E.F. CS
542	198°42'40"	2.495	S.E.F. CS
543	108°42'40"	4.63	
546	108°42'40"	2.47	
548	288°42'45"	2.685	C.L. CW
549	18°42'35"	1.9	C.L. CW
550	108°42'40"	2.685	C.L. CW
551	198°42'50"	1.9	C.L. CW
567	198°42'40"	1.055	
568	288°38'45"	1.285	C.L. CW
569	17°55'10"	1.055	0.1 S.E.F.
570	288°42'40"	1.27	0.1 S.W.F.
571	307°44'45"	26.245	
572	8°09'15"	11.54	
573	299°51'30"	8.1	
574	108°42'40"	0.625	
575	198°42'40"	0.625	
576	288°42'40"	0.625	
577	18°42'40"	0.625	
578	108°42'40"	1.25	0.1 S.W.F.
579	198°42'45"	4.78	0.1 N.W.F.
580	288°42'40"	2.52	0.1 N.E.F.
581	18°42'40"	4.78	0.1 S.E.F.
582	288°42'45"	13.27	I.F.H.
583	18°42'45"	0.99	I.F.H.
584	288°47'15"	7.43	I.F.H.
585	198°42'45"	8.62	I.F.H.
586	108°42'45"	5.75	I.F.H.
587	198°42'45"	4.585	I.F.H.
588	288°42'45"	4.025	I.F.H.
589	198°42'45"	16.48	I.F.H.
590	288°42'45"	4.125	I.F.H.
591	198°42'50"	4.1	I.F.H.
592	288°42'45"	3.85	I.F.H.
593	198°42'45"	5.715	I.F.H.
594	108°42'45"	6.9	I.F.H.
595	198°42'45"	1.69	I.F.H.
596	108°42'45"	2.51	I.F.H.
597	18°42'45"	1.42	I.F.H.
598	108°42'45"	3.67	I.F.H.
599	198°42'45"	1.42	I.F.H.
600	108°42'45"	2.41	I.F.H.
601	18°42'45"	0.69	I.F.H.
602	108°42'45"	8.57	I.F.H.
603	18°42'45"	6.585	I.F.H.
604	288°42'45"	2.18	I.F.H.
605	18°42'45"	12.04	I.F.H.
606	288°42'45"	1.33	I.F.H.
607	18°42'45"	7.89	I.F.H.
608	288°42'45"	1.85	I.F.H.
609	18°42'45"	12.985	I.F.H.
610	161°41'30"	15.28	
611	318°14'	15.525	
612	282°11'20"	5.545	
613	275°45'35"	8.72	
614	108°42'45"	2.69	0.1 N.E.F.
615	18°42'45"	5.225	0.1 N.W.F.
616	288°42'45"	2.69	0.1 S.W.F.
617	198°42'45"	5.225	0.1 S.E.F.
618	35°13'25"	25.915	
619	6°21'	34.405	
620	53°09'	3.85	
621	341°54'	3.65	
624	198°42'45"	0.335	0.1 S.E.F.
625	288°42'45"	2.69	0.1 S.W.F.
626	18°42'45"	5.225	0.1 N.W.F.
627	108°42'45"	2.69	0.1 N.E.F.
628	188°42'45"	5.225	0.1 S.E.F.
629	291°24'55"	2.335	
630	280°31'50"	2.335	
631	290°33'	10.055	
637	18°42'40"	3.55	S.E.F. CS
638	18°42'40"	6.485	
639	18°42'40"	7.745	
640	288°43'10"	6.475	S.W.F. CS
641	288°42'40"	5.555	
642	198°42'40"	11.54	N.W.F. CS
643	108°42'40"	6.5	N.E.F. CS
644	108°42'40"	5.5	N.E.F. CS
645	108°42'40"	8.615	N.E.F. CS
646	108°42'40"	3.58	
647	288°42'40"	2.47	N.E.F. CS
648	198°42'40"	15.675	
649	18°42'40"	5.545	S.E.F. CS
650	198°42'40"	8.53	
651	108°42'40"	8.9	
652	288°42'40"	6.245	
653	108°42'40"	4.5	C.L. CW
654	108°42'40"	2.485	C.L. CW
656	288°42'40"	9.7	S.W.F. CS
657	108°42'40"	4.95	S.W.F. CS
658	108°33'40"	6.055	C.L. CW
665	18°15'	1.99	N.W.F. CW
666	108°42'40"	2.865	0.1 S.W.F.
667	198°42'40"	6.9	0.1 N.W.F.
668	288°42'40"	2.81	0.1 N.E.F.
669	18°13'30"	1.31	N.W.F. CW
670	18°15'20"	4.91	N.W.F. CW
671	18°50'55"	6.785	C.L. CW
672	288°33'40"	2.585	C.L. CW
673	108°48'	12.5	
674	110°47'50"	5.16	
675	288°40'50"	1.205	

NOTES:

N.W.F.~ DENOTES NORTH WEST FACE
S.W.F.~ DENOTES SOUTH WEST FACE
N.E.F.~ DENOTES NORTH EAST FACE
S.E.F.~ DENOTES SOUTH EAST FACE
C.L. ~ DENOTES CENTRELINE
CW ~ DENOTES 0.2 CONCRETE WALL
CS ~ DENOTES CONCRETE SLAB
P. ~ DENOTES PROLONGATION
C ~ DENOTES COLUMN(S)
0.1xxx ~ DENOTES INTO STRUCTURE FROM FACE
IFH ~ DENOTES INDSIDE FACE OF HOB

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: N/A Lengths are in metres.	Registered 08.10.2019	DP1247078

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EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

EASEMENT DESCRIPTIONS (AFFECTING LOTS 100-102)

× EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS)
× EASEMENT FOR SERVICES (WHOLE OF LOTS)
× EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS)
× EASEMENT FOR FIRE EGRESS (WHOLE OF LOTS)
× EASEMENT FOR WATER SUPPLY AND DRAINAGE OF SEWAGE (WHOLE OF LOTS)

(E1) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM
(E2) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM
(E3) EASEMENT TO USE LIFT VARIABLE WIDTH LIMITED IN STRATUM
(E4) RIGHT TO USE TOILETS VARIABLE WIDTH LIMITED IN STRATUM
(E5) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM
(E6) EASEMENT FOR OVERHANG, ARCHITECTURAL EMBELLISHMENTS AND OPENING DOORS VARIABLE WIDTH LIMITED IN STRATUM
(E7) EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH LIMITED IN STRATUM **(NO.11)**
(E8) EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH LIMITED IN STRATUM **(NO.12)**
(E9) EASEMENT FOR OUTDOOR SEATING VARIABLE WIDTH LIMITED IN STRATUM
(E10) EASEMENT FOR ACCESS AND USE OF MAILROOM VARIABLE WIDTH LIMITED IN STRATUM
(E11) EASEMENT FOR USE (GARBAGE COLLECTION ROOM) VARIABLE WIDTH LIMITED IN STRATUM
(E12) EASEMENT FOR USE (LOADING DOCK)VARIABLE WIDTH LIMITED IN STRATUM
(E13) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM
(E14) EASEMENT FOR BIKE PARKING VARIABLE WIDTH LIMITED IN STRATUM
(E15) EASEMENT FOR USE (GREASE ARRESTOR ROOM) VARIABLE WIDTH LIMITED IN STRATUM
(E16) EASEMENT FOR USE (PLANT) VARIABLE WIDTH LIMITED IN STRATUM
(E17) RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM
(E18) EASEMENT FOR EXHAUST VARIABLE WIDTH LIMITED IN STRATUM

NOTE:
ALL EASEMENTS ARE LIMITED IN STRATUM AS SHOWN ON SCHEDULE OF STRATUM STATEMENTS

EXISTING EASEMENTS:
(Y) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (DP 1254392)
(Z) RIGHT OF CARRIAGEWAY 4 WIDE LIMITED IN STRATUM (DP 1254392)

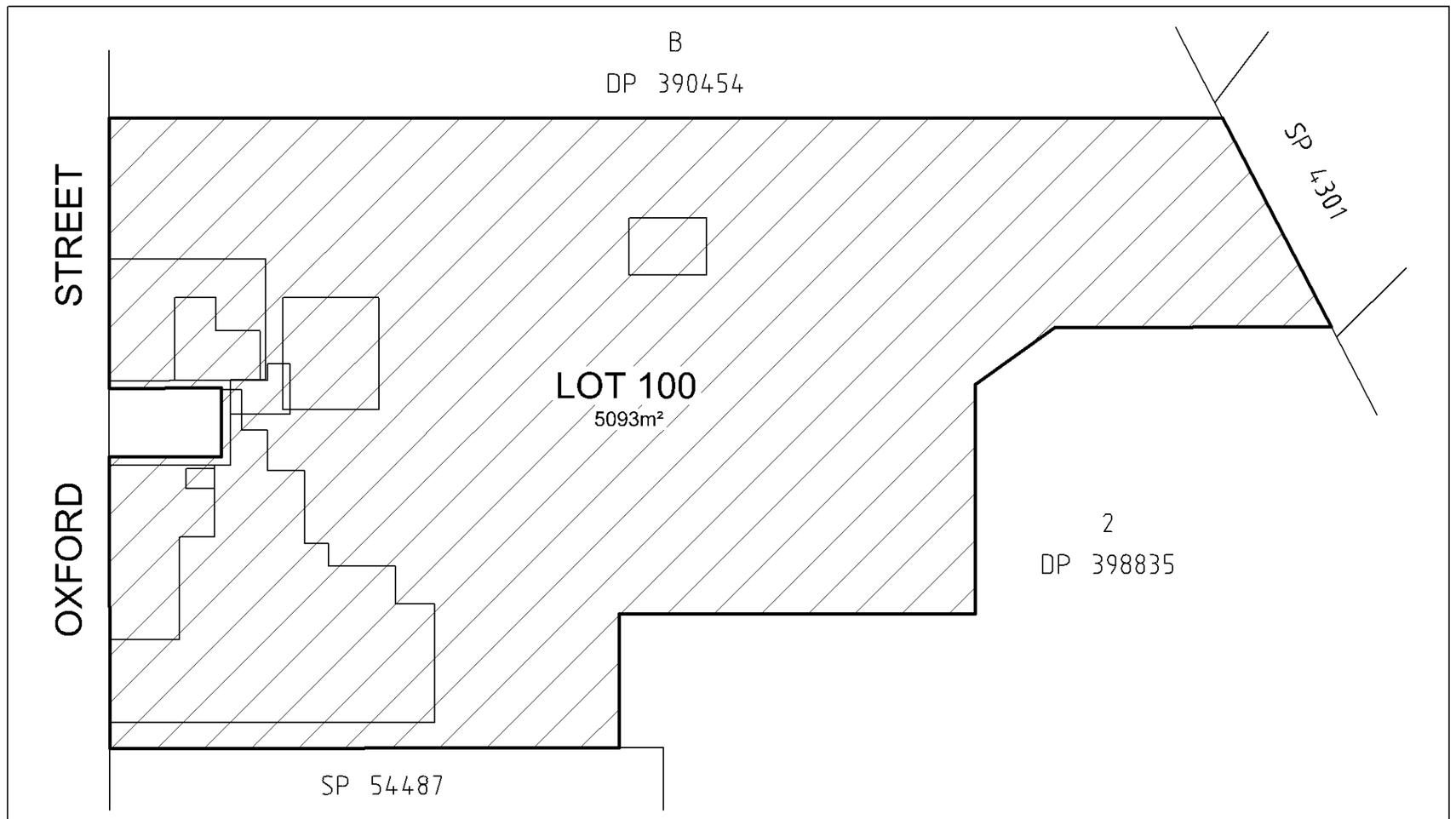
SCHEDULE OF STRATUM STATEMENTS

LIMIT CODE	LIMITED IN DEPTH	LIMITED IN HEIGHT
SN1	UNLIMITED	REFERENCE PLANE BASEMENT 2 / BASEMENT 1
SN2	92.5	95.0
SN3	92.5	REFERENCE PLANE BASEMENT 2 / BASEMENT 1
SN4	REFERENCE PLANE BASEMENT 2 / BASEMENT 1	REFERENCE PLANE BASEMENT 1 / GROUND FLOOR
SN5	REFERENCE PLANE BASEMENT 2 / BASEMENT 1	97.85
SN6	REFERENCE PLANE BASEMENT 2 / BASEMENT 1	REFERENCE PLANE BASEMENT 1 / GROUND FLOOR
SN7	RLS SHOWN [ ]	REFERENCE PLANE BASEMENT 1 / GROUND FLOOR
SN8	REFERENCE PLANE BASEMENT 1 / GROUND FLOOR	REFERENCE PLANE GROUND FLOOR / LEVEL 1
SN9	REFERENCE PLANE BASEMENT 1 / GROUND FLOOR	100.7
SN10	REFERENCE PLANE BASEMENT 1 / GROUND FLOOR	102.7
SN11	RLS SHOWN [ ]	4.5 ABOVE
SN12	101.0	REFERENCE PLANE GROUND FLOOR / LEVEL 1
SN13	REFERENCE PLANE GROUND FLOOR / LEVEL 1	REFERENCE PLANE LEVEL 1 / LEVEL 2
SN14	REFERENCE PLANE GROUND FLOOR / LEVEL 1	2.5 ABOVE
SN15	REFERENCE PLANE GROUND FLOOR / LEVEL 1	2.6 ABOVE
SN16	REFERENCE PLANE GROUND FLOOR / LEVEL 1	105.9
SN17	REFERENCE PLANE LEVEL 1 / LEVEL 2	REFERENCE PLANE LEVEL 2 & ABOVE
SN18	REFERENCE PLANE LEVEL 2 & ABOVE	155.07
SN19	REFERENCE PLANE LEVEL 2 & ABOVE	UNLIMITED
SN20	155.02	158.0
SN21	98.2	100.1
SN22	REFERENCE PLANE GROUND FLOOR / LEVEL 1	3.6 ABOVE

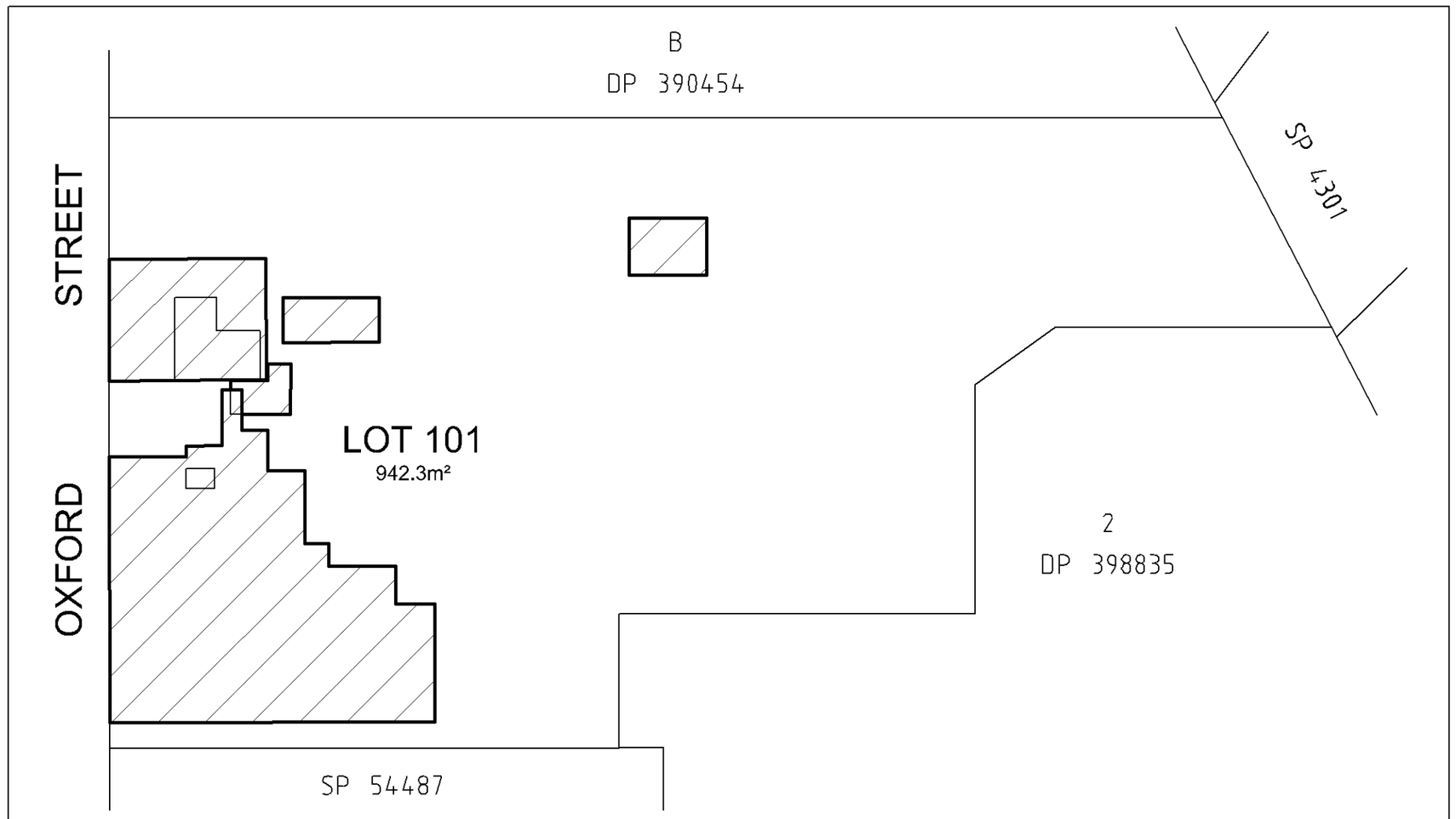
SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: N/A Lengths are in metres.	Registered 08.10.2019	DP1247078

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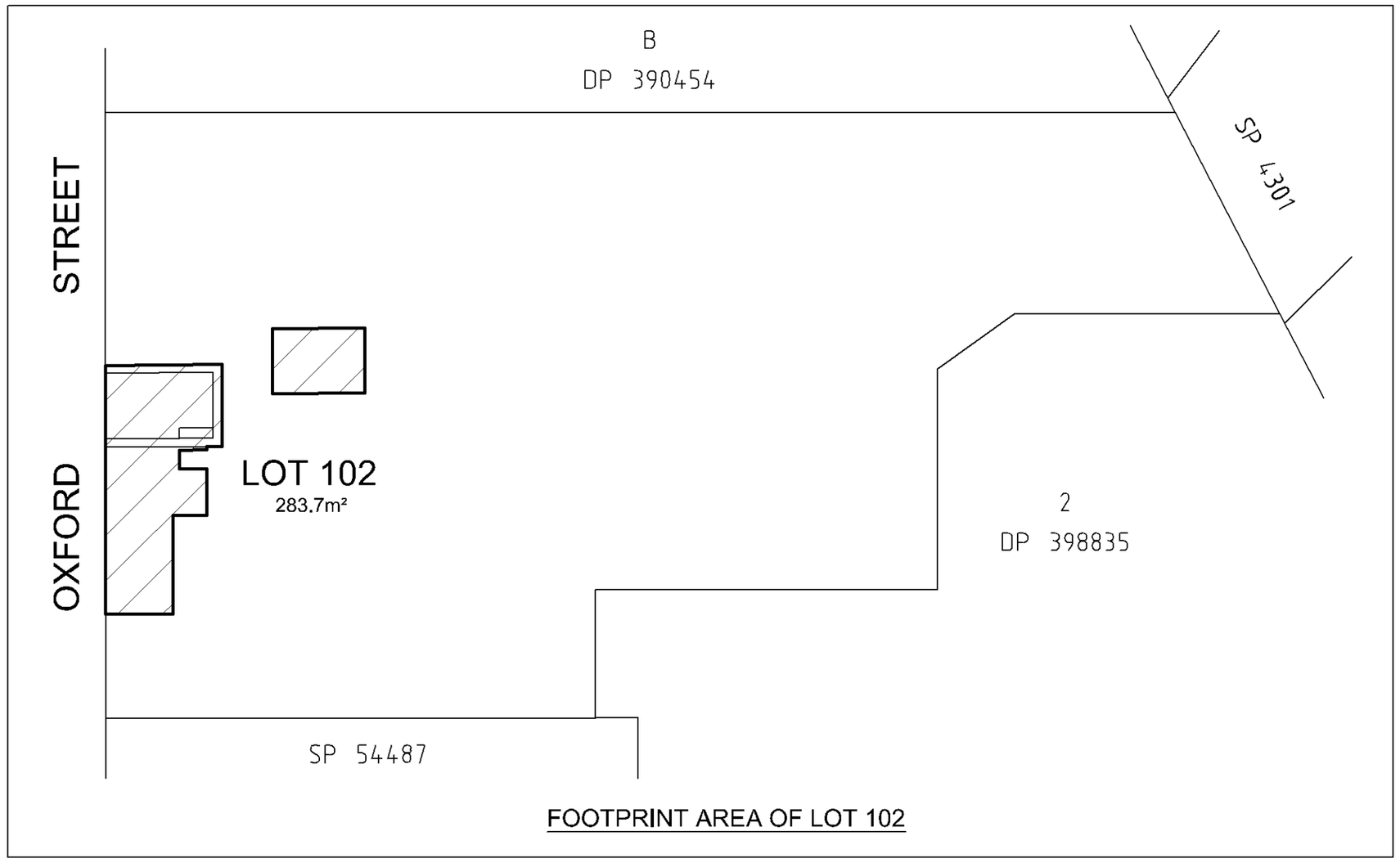
FOOTPRINT AREAS AND SCHEDULE OF TOTAL AREAS



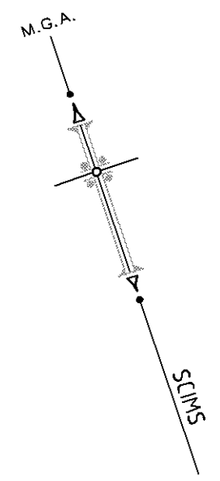
FOOTPRINT AREA OF LOT 100



FOOTPRINT AREA OF LOT 101



FOOTPRINT AREA OF LOT 102



SCHEDULE OF TOTAL AREAS

LOT	NO. OF PARTS	TOTAL AREA (m²)
100	19	29294.1
101	9	1023.8
102	8	663.1

SURVEYOR Name: JACEK IDZIKOWSKI Date of Survey: 01-03-2019 Surveyor's Reference: 43220 007DP [PPN DP 1247078]	PLAN OF SUBDIVISION OF LOT 100 IN DP 1229266	LGA: CITY OF PARRAMATTA Locality : EPPING Reduction Ratio 1: 500 Lengths are in metres.	Registered 08.10.2019	DP1247078

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ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)

Office Use Only

Registered: 08.10.2019

Title System: TORRENS

Office Use Only

DP1247078

PLAN OF SUBDIVISION OF LOT 100 IN DP1229266

LGA: CITY OF PARRAMATTA

Locality: EPPING

Parish: FIELD OF MARS

County: CUMBERLAND

Survey Certificate

I, JACEK IDZIKOWSKI

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 01 / 03 / 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 this 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: 25/9/2019

Surveyor Identification No: 7255
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/*Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: CITY OF PARRAMATTA COUNCIL

Date of endorsement: 30/9/2019

Subdivision Certificate number: SC/125/2019

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.

DP1229266
DP939843
DP1041921
DP847018
DP786799
DP1205413
DP1118567

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 43220 007DP [94058_5]

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Req:R781310 /Doc:DP 1247078 P /Rev:09-Oct-2019 /NSW LRS /Pgs:ALL /Prt:23-Jul-2024 15:01 /Seq:31 of 34
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ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 5 sheet(s)

Office Use Only

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DP1247078

PLAN OF SUBDIVISION OF LOT 100 IN DP1229266

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/125/2019

Date of Endorsement: 30/9/2019

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

1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS)
2. EASEMENT FOR SERVICES (WHOLE OF LOTS)
3. EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS)
4. EASEMENT FOR FIRE EGRESS (WHOLE OF LOTS)
5. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E1)
6. RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (E2)
7. EASEMENT TO USE LIFT VARIABLE WIDTH LIMITED IN STRATUM (E3)
8. RIGHT TO USE TOILETS VARIABLE WIDTH LIMITED IN STRATUM (E4)
9. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E5)
10. EASEMENT FOR OVERHANG, ARCHITECTURAL EMBELLISHMENTS AND OPENING DOORS VARIABLE WIDTH LIMITED IN STRATUM (E6)
11. EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH LIMITED IN STRATUM (E7)
12. EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH LIMITED IN STRATUM (E8)
13. EASEMENT FOR OUTDOOR SEATING VARIABLE WIDTH LIMITED IN STRATUM (E9)
14. EASEMENT FOR ACCESS AND USE OF MAILROOM VARIABLE WIDTH LIMITED IN STRATUM (E10)
15. EASEMENT FOR USE (GARBAGE COLLECTION ROOM) VARIABLE WIDTH LIMITED IN STRATUM (E11)
16. EASEMENT FOR USE (LOADING DOCK) VARIABLE WIDTH LIMITED IN STRATUM (E12)
17. EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM (E13)
18. EASEMENT FOR BIKE PARKING VARIABLE WIDTH LIMITED IN STRATUM (E14)
19. EASEMENT FOR USE (GREASE ARRESTOR ROOM) VARIABLE WIDTH LIMITED IN STRATUM (E15)
20. EASEMENT FOR USE (PLANT) VARIABLE WIDTH LIMITED IN STRATUM (E16)
21. EASEMENT FOR EXHAUST VARIABLE WIDTH LIMITED IN STRATUM (E18)
22. POSITIVE COVENANT
23. POSITIVE COVENANT
24. POSITIVE COVENANT
25. RESTRICTION ON THE USE OF LAND
26. RESTRICTION ON THE USE OF LAND
27. EASEMENT FOR WATER SUPPLY AND DRAINAGE OF SEWAGE (WHOLE OF LOTS)
28. RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E17)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43220 007DP

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ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 5 sheet(s)

Office Use Only

Registered: 08.10.2019

Office Use Only

DP1247078

PLAN OF SUBDIVISION OF LOT 100 IN DP1229266

Subdivision Certificate number: SC/125/2019

Date of Endorsement: 30/9/2019

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

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

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
100	N/A	OXFORD	STREET	EPPING
101	N/A	OXFORD	STREET	EPPING
102	N/A	OXFORD	STREET	EPPING

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43220 007DP

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ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 5 sheet(s)

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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: SC/125/2019

Date of Endorsement: 30/9/2019

EXECUTED by)
GREATON EPPING HOLDINGS PTY LTD)
ACN 609 629 692)
in accordance with Section 127)
of the Corporations Act)

Bei Chu

.....
Signature of Director

BEI CHU
.....
NAME (please print)

.....
Signature of Director/secretary

ZHONGWEI TENG
.....
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43220 007DP

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ePlan

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

Office Use Only

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PLAN OF SUBDIVISION OF LOT 100 IN DP1229266

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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.

MORTGAGEE:

SIGNED for and on behalf of **ANZ Fiduciary Services** Pty Limited by

KIT LIEW

who certifies that ~~she~~/he is a

MANAGER

Agency Services, of Australia and New Zealand Banking Group Limited pursuant to Power of Attorney Registered BK 4711 N0227

dated 12/07/16 in the presence of:

Witness: ANTHONY HERDEN

Attorney

If space is insufficient use additional annexure sheet

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Lodger Details

Lodger Code	506562H
Name	STRATA SPECIALIST LAWYERS
Address	PO BOX 515 ROSE BAY 2029
Lodger Box	1W
Email	COLINCUNIO@STRATASPECIALISTLAWYERS.COM.AU
Reference	2974

Land Registry Document Identification

AR719217

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP100257	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP100257

Other legal entity

Meeting Date

20/07/2021

Added by-law No.

Details 32-36

Repealed by-law No.

Details N/A

Amended by-law No.

Details 1, 3, 17

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP100257
Signer Name	RONEN HOWARD
Signer Organisation	COLIN CUNIO SOLICITORS PTY. LTD.
Signer Role	PRACTITIONER CERTIFIER
Execution Date	14/12/2021

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STRATA | SPECIALIST | LAWYERS

THE OWNERS – STRATA PLAN NO 100257

CONSOLIDATED BY-LAWS

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1 Definitions and Interpretation Clauses

1.1 Definitions

Act	means the *Strata Schemes Management Act 2015*.
Architectural Code	means the Architectural Code for the building in the Strata Management Statement.
BBQ	means the barbeque and facilities provided by the Owners Corporation for use by owners and occupiers of the Strata Scheme.
Build Cost	means the cost to undertake and complete the Building Works.
Building	means the building and the Land which is the subject of the Strata Plan.
Building Works	means works, alterations, additions, damage, removal, repairs or replacement of: (a) Common Property structures, including the Common Property walls, floor and ceilings enclosing the Lot. Common Property walls include windows and doors in those walls; (b) the structure of the Lot; (c) the internal walls inside the Lot (eg. a wall dividing two (d) Common Property services; or (e) services in the Strata Scheme whether or not they are for the exclusive use of the Lot. Building Works exclude minor fit out works inside a Lot and works or alterations to the interior of Common Property walls in the Lot (eg hanging pictures or attaching items to those walls).
Bulky Waste Storage Room	means the room on level B1 of the Building for the storage of bulky goods for garbage collection.
Business Days	means a day being Monday to Friday not being a public holiday or bank holiday in New South Wales.
By-laws	means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time.
Common Property	means the common property comprised in the Strata Plan.
Cost	means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.
Council	means Parramatta City Council.

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Development Act	means the *Strata Schemes (Freehold Development) Act 1973*.
Executive Committee	means the executive committee appointed by the Building Management Committee in accordance with the Strata Management Statement.
Government Agency	means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation.
Government Authority	means any government, semi-government, local government, administrative, fiscal or judicial department, commission, authority tribunal, agency or other entity.
Land	means 30-42 Oxford Street, Epping contained in certificates of title Folio Identifiers A/354692, 1B/102387, 1A/1023876 and C/389716 (as subdivided).
Lot	means a Lot in the Strata Plan.
Occupier	means any lessee, sub lessee, licensee, sub licensee, occupier or mortgagee in possession of a Lot in the Strata Plan.
Outdoor Fitness Zone	means the area of the Land for use by the Owner and Occupier for the purpose of outdoor fitness.
Owner	means the owner for the time being of any Lot in the Strata Plan.
Owners Corporation	means the owners corporation constituted upon registration of the Strata Plan.
Recreation Facilities	means the BBQ and the Outdoor Fitness Zone.
Security Deposit	means an amount equivalent to 20% of the Build Cost.
Security Keys	means the keys, magnetic card or other device or information used in the Strata Scheme to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.
Shared Facilities	has the same meaning given in the Strata Management Statement.
Strata Management Statement	means the Strata Management Statement for the Building.
Strata Manager	means the manager of the Strata Scheme appointed by the Owners Corporation from time to time.
Strata Plan	means strata plan no. 100257.
Strata Scheme	means the strata scheme established on registration of the Strata Plan.

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1.2 Interpretation

In these By-laws, unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of the By-laws;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Government Authority;

(e) a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;

(f) a reference to any thing includes a part of that thing; and

(g) a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under that statute.

2 Noise

An owner or occupier of a Lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using Common Property.

3 Parking of Vehicles within the Strata Scheme

PART 1
PREAMBLE

1.1 This by-law is made pursuant to Part 7 of the Act.

1.2 The purpose of the by-law is to regulate the parking of Vehicles in the Strata Scheme.

PART 2
DEFINITIONS & INTERPRETATION

Definitions

2.1 In this by-law, the definitions contained in clause 1.1 of By-law 1 (Definitions and Interpretation clauses) apply and, unless the context otherwise requires:

(a) **Car Parking Fee** means the fees and charges in the amounts as determined from time to time incurred by the Owners Corporation for the administrative and other costs and expenses for and in connection with the parking of a Vehicle on the Common Property and/or in Visitor Parking in contravention of this by-law, which may include an administrative fee of $550 inclusive of GST in situations where a Vehicle is locked

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(by clamping device/s, chains, bollards etc), towed, removed and/or otherwise as contemplated under this by-law (without prejudice to any other fees or third party costs that the Owners Corporation is entitled to under this by-law).

(b) **Lot Car Space** means that part of a Lot designated in the Strata Plan as a car space.

(c) **Vehicle** means any description of a vehicle on wheels used for transporting people or goods including without limitation a car, motorcycle, trailer or trolley.

(d) **Visitor** means a guest or invitee of an Owner or Occupier but does not include that Owner or Occupier themselves.

(e) **Visitor Parking** means any area designated for parking in the Strata Scheme not comprising part of a Lot Car Space including visitor parking spaces and accessible visitor parking spaces.

Interpretation

2.2 This by-law is to be interpreted in accordance with clause 1.2 of By-law 1 (Definitions and Interpretation clauses) and, unless the context otherwise requires or permits:

(a) any terms in this by-law will have the same meaning as those defined in the Act;

(b) a reference to the Owner includes that Owner's invitees, executors, administrators, successors, permitted assigns or transferees;

(c) a reference to an Occupier includes that Occupier's invitee;

(d) to the extent of any inconsistency between the Strata Management Statement applicable to Strata Plan No 100527 and this by-law, the provisions of the Strata Management Statement shall prevail;

(e) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 100527 and this by-law, the provisions of this by-law shall prevail; and

(f) if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3
GRANT OF POWER

3.1 In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions to regulate Visitor Parking in the Strata Scheme, subject to the conditions under Part 4 of this by-law:

(a) the power to regulate the use of and access to Visitor Parking for the parking of Vehicles of Visitors to the Strata Scheme;

(b) the power to wheel clamp an Owner's, Occupier's or Visitor's Vehicle or other Vehicle parked or left in contravention of this by-law;

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(c) the power to install chains or bollards in such places as are reasonably necessary to regulate the parking or standing of Vehicles on the Common Property;

(d) the power to establish and maintain a register of all Vehicles owned or used by Owners and Occupiers;

(e) the power to enter into arrangements with third parties (including vehicle towing services) to tow, remove, or wheel clamp Vehicles that are parked or left in contravention of this by-law; and

(f) the power to erect signage regulating Visitor Parking in the Strata Scheme including signage advising that Vehicles parked or left in contravention of this by-law will be wheel clamped, towed and/or removed from the Strata Scheme.

PART 4
CONDITIONS

4.1 An Owner or Occupier must, at all times, comply with clause 52 of the Strata Management Statement in relation to Visitor Parking and comply with this by-law. Without in any way limiting an Owner's or Occupier's requirement to comply with clause 52 of the Strata Management Statement and for the avoidance of doubt, an Owner or Occupier must not park or stand any Vehicle in Visitor Parking at any time.

4.2 An Owner or Occupier must not park or stand any Vehicle on any part of the Common Property that is not Visitor Parking except with the written approval of the Owners Corporation.

4.3 An Owner or Occupier must ensure that all and any of their Visitors only park in the Visitor Parking and must, at all times, comply with clause 52 of the Strata Management Statement and this by-law in all respects.

4.4 An Owner or Occupier who wishes for a Visitor to park a Vehicle in Visitor Parking must comply with clause 52 of the Strata Management Statement.

4.5 Any Vehicle parked in the Visitor Parking by a Visitor must not remain in Visitor Parking for a continuous period of time exceeding 24 hours in any 7 day period.

4.6 An Owner or Occupier must not give their Visitor any key or security key to the Building for any duration of time for the purpose of allowing their Visitor to park or stand a Vehicle in Visitor Parking, or on the Common Property, or do anything that is in contravention of the Strata Management Statement, this by-law or any other by-law applicable to the Strata Scheme.

4.7 An Owner or Occupier must not repair, or allow to be repaired, a Vehicle in Visitor Parki ng or on any other part of the Common Property at any time.

4.8 The Owners Corporation, for the purpose of the control, management and use of the Common Property and Visitor Parking and particularly the parking or standing of Vehicles in Visitor Parking or other Common Property may:

(a) establish and maintain a register of all Vehicles owned or used by Owners and Occupiers including:

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(i) the make and registration number of that Vehicle;

(ii) the name of the Owner or Occupier who owns or uses the Vehicle;

(iii) the lot number and contact details of the Owner or Occupier;

(iv) if the Owner or Occupier does not own the Vehicle, the name and contact details of the Owner of the Vehicle.

(b) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the parking or standing of Vehicles upon any part of the Common Property or in Visitor Parking;

(c) tow and/or remove any Vehicle parked or standing upon any part of the Common Property or in Visitor Parking in contravention of this by-law;

(d) apply a wheel clamp(s) to Vehicles parked or standing upon any part of the Common Property or in Visitor Parking in contravention of this by-law;

(e) install signage on the Common Property and/or in Visitor Parking to describe the conditions in relation to the parking or standing of Vehicles being consistent with this by-law;

(f) place a notice on any Vehicle parked or standing upon the Common Property or in Visitor Parking in contravention of this by-law, or any resolution of the strata committee under this by-law; and

(g) take such further action consistent with this by-law as is lawful, reasonable and necessary in order to regulate or restrict the parking or standing of Vehicles upon the Common Property or in Visitor Parking, including without limitation the investigation, application and negotiation of an agreement with the Council to regulate and enforce the parking of Vehicles.

4.9 Each Owner and Occupier acknowledges and agrees that, in relation to the use by their Visitor of Visitor Parking:

(a) the use of the Visitor Parking is at their Visitor's own risk and cost; and

(b) the Owner or Occupier and/or their Visitor are liable for any loss of, or damage to, any Vehicle parked in Visitor Parking, however such loss or damage may be caused; and

(c) the Owners Corporation is not liable for any loss of, or damage to, any Vehicle parked in Visitor Parking, however such loss or damage may be caused.

4.10 Where a register under clause 4.8(a) of this by-law is established and maintained by the Owners Corporation, an Owner and Occupier must:

(a) provide to the Owners Corporation within 7 days of a reasonable request by the Owners Corporation, all information required under clause 4.8(a) for inclusion in the register; and

(b) where the information provided in (a) above changes, for example, because a new Vehicle is purchased and the former Vehicle is sold, provide to the Owners

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Corporation within 7 days of the change in information, the updated information required under clause 4.8(a) for inclusion in the register.

4.11 Upon request of the strata managing agent, strata committee and/or the Owners Corporation, an Owner or Occupier must, within 3 business days of a reasonable request by the Owners Corporation, confirm whether, within the prior month:

(a) they are or were the registered owner of a particular Vehicle;

(b) they are or were a driver of the Vehicle for a particular day or days;

(c) they have or had control, access and availability to a Vehicle (**Vehicle Owner**) and if so, confirm the registration number of the Vehicle, and declare to the best of their knowledge and belief as to their relationship with the Vehicle.

4.12 If a Vehicle is parked or standing in Visitor Parking or on any other part of the Common Property in contravention of this by-law the following procedure applies:

(a) The Owners Corporation shall first place a notice in a form approved by the strata committee on the Vehicle parked or standing in Visitor Parking or on the Common Property by an Owner or Occupier or their Visitor in breach of this by-law, advising the Owner, Occupier or their Visitor that the Vehicle is being parked or is standing in Visitor Parking or on the Common Property in contravention of this by-law.

(b) If an Owner or Occupier or their Visitor parks a Vehicle in Visitor Parking or on the Common Property in contravention of this by-law for a second time, then the Owners Corporation shall place a second notice in a form approved by the strata committee on the Vehicle parked or standing in Visitor Parking or on the Common Property by an Owner or Occupier or their Visitor in further breach of this by-law, advising the Owner, Occupier or their Visitor that the Vehicle is being parked or is standing in Visitor Parking or on the Common Property in contravention of this by-law and warning that, if the Vehicle is parked or left standing in Visitor Parking or on the Common Property for a third time in contravention of this by-law, the Vehicle may be wheel clamped, or towed and/or removed from the Strata Scheme without further notice.

(c) If an Owner or Occupier or their Visitor parks a Vehicle in Visitor Parking or on the Common Property in contravention of this by-law for a third time, then the Owners Corporation may:

(i) apply a wheel clamp(s) to that Vehicle;

(ii) tow and/or remove that Vehicle;

(iii) charge a Car Parking Fee for the third notice issued under this clause (refer to clauses 5.1 and 5.2 of this by-law).

4.13 An Owner or Occupier acknowledges and agrees that:

(a) if they park or stand their Vehicle or allow their Visitor to park or stand their Vehicle in Visitor Parking or on the Common Property in contravention of this by-law, the Owners Corporation may charge the Owner or Occupier (or both) a Car Parking Fee;

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(b) if they park or stand their Vehicle or allow their Visitor to park or stand their Vehicle in Visitor Parking or on the Common Property in contravention of this by-law, then they consent and their Visitor consents to the towing and/or removal or the wheel clamping of that Vehicle under the terms contained in this by-law and in sections 651B and 651C of the *Local Government Act 1993*;

(c) if a Vehicle is towed and/or removed or wheel clamped pursuant to this by-law, then they:

(i) indemnify and shall keep indemnified the Owners Corporation for all the reasonable costs incurred by the Owners Corporation in relation to the removal and/or storing of the Vehicle or the wheel clamping of the Vehicle;

(ii) agree that an agreement pursuant to section 651C(2)(d) of the *Local Government Act 1993* has been made and is in force; and

(iii) indemnify and shall keep indemnified the Owners Corporation for any loss or damage caused (including to the Vehicles) as a result of any action to tow, remove or to wheel clamp the Vehicle under this by-law.

4.14 If the Owners Corporation erects signage regulating the parking or standing of Vehicles in Visitor Parking or on the Common Property, then every Owner and Occupier must abide by that signage and must procure that their Visitors abide by that signage, in default of which, the Owner or Occupier will be responsible for any breach of this by-law by those persons.

PART 5
DEFAULT

5.1 The Owners Corporation may recover from the Owner or Occupier the following:

(a) the Car Parking Fee; and/or

(b) all costs, fees, expenses and charges associated with administering and/or enforcing this by-law.

5.2 For the purposes of clause 5.1(b) of this by-law, Owners and Occupiers acknowledge and agree the sum of $165.00 plus GST is a genuine pre-estimate of the cost to the Owners Corporation of issuing or causing to be issued a notice under this by-law (including without limitation a notice under clause 4.12).

5.3 Any payment required by this by-law becomes due and payable to the Owners Corporation in accordance with the decision of the Owners Corporation to require that payment

5.4 Any payment required from an Owner or Occupier may be recovered in a Court of competent jurisdiction as a debt.

5.5 The Owners Corporation may issue a notice of breach of by-law to any Owner or Occupier who the Owners Corporation reasonably believes is in breach of this by-law.

5.6 The Owners Corporation may instruct the strata managing agent, strata committee or another authorised contractor or third party to enforce all or any provision of this by-law, in particular, against repeating Owner or Occupier offenders or Vehicles, including the physical

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restriction of the Vehicle or Visitor Parking or the Common Property via the use of Vehicle clamping devices, chains or bollards.

5.7 The Owners Corporation may levy a payment by serving written notice of the charge payable by that Owner or Occupier.

5.8 A charge, if not paid at the end of one month after it becomes due and payable, shall bear, until paid, simple interest at an annual rate of ten per cent (10%).

5.9 The Owners Corporation may recover, as a debt, a charge not paid at the end of one month after it becomes due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering that amount.

4 Obstruction of Common Property

An owner or occupier of a Lot must not obstruct lawful use of Common Property by any person.

5 Damage to Lawns and Plants on Common Property

An owner or occupier of a Lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or

(b) use for his or her own purposes as a garden any portion of the Common Property.

6 Damage to Common Property

6.1 An owner or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation.

6.2 An approval given by the Owners Corporation under By-law 6.1 cannot authorise any additions to the Common Property.

6.3 This By-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's Lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the Lot, or

(c) any structure or device to prevent harm to children.

6.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.

6.5 Despite s106 of the Act, the owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 6.3 that forms part of the Common Property and that services the Lot.

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7 Behaviour of Owners and Occupiers

An owner or occupier of a Lot when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another Lot or to any person lawfully using Common Property.

8 Children Playing on Common Property

8.1 Any child for whom an owner or occupier of a Lot is responsible may, while under the supervision of an adult, play on any area of the Common Property that is designated by the Owners Corporation as an area in which children may play.

8.2 An owner or occupier of a Lot must not permit any child of whom the owner or occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area, lift, Recreation Facilities, Shared Facilities or other area of possible danger or hazard to children.

9 Behaviour of Invitees

An owner or occupier of a Lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or any person lawfully using Common Property.

10 Depositing Rubbish and other Material on Common Property

An owner or occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using the Common Property.

11 Smoke Penetration

11.1 An owner or occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance (including e smokes) by the owner or occupier, or any invitee of the owner or occupier, on the Lot does not penetrate to the Common Property or any other Lot.

11.2 An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the Common Property.

12 Cleaning Windows and Doors

12.1 Except in accordance with by-law 12.2, an owner or occupier of a Lot must keep clean all interior and exterior surfaces of glass in windows and all doors on the boundary of the Lot, including so much as is Common Property.

12.2 Subject to the Strata Management Statement, the Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the Lot safety or at all.

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13 Storage of Inflammable Liquids and other Substances and Materials

13.1 An owner or occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

13.2 This By-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

14 Moving Furniture and other Objects on or through Common Property

14.1 An owner or occupier of a Lot must not transport any furniture or large object through or on Common Property within the Building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

15 Floor Coverings

15.1 An owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another Lot.

15.2 This By-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

16 Garbage Disposal

16.1 An owner or occupier of a Lot that does not have shared receptacles for garbage and recyclable materials or waste:

(a) must maintain within the Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the Lot or other area referred to in by-law 16.1(a),

(e) must not place any thing in the receptacle of the owner or occupier of any other Lot except with the permission of that owner or occupier, and

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(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16.2 An owner or occupier of a Lot that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that the full refuse, recyclable material or waste are placed in the receptacles and in the case of refuse (securely wrapped, or in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

(b) must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16.3 The Owners Corporation may provide shared receptacles for refuse, waste, garbage and/or recyclable material (Waste) which will be located on the Common Property. The Owners Corporation may enter into service contracts with commercial garbage collectors for the removal of Waste.

16.4 Subject to By-law 16.5, an owner or occupier of a Lot:

(a) is responsible for transporting Waste from their Lot to the shared waste receptacles situated on the Common Property;

(b) must ensure that Waste is not placed in the receptacles so as to cause any damage or mess or be a hazard, danger or obstruction to any person;

(c) must ensure that any recycling is separated and prepared in accordance with the applicable recycling guidelines; and

(d) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which the thing was spilled.

16.5 An owner or occupier of a Lot must:

(a) comply with Council's requirements for the storage, handling and collection of garbage, waste and recyclable material; and

(b) notify the Council of any loss of, or damage to, receptacles provided by the Council for garbage, recyclable material or waste.

16.6 The Owners Corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

16.7 Nothing in this By-law 16 will operate to require an owner or occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

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17 Keeping of Animals

17.1 An owner or occupier of a Lot may keep on the Lot or the Common Property with the written approval of the Owners Corporation:

(a) fish in an enclosed aquarium;

(b) 1 small cage bird;

(c) two dogs up to a combined weight of 20kgs and provided the dogs are desexed

(d) two cats up to a combined weight of 20kgs and provided the cats are desexed; or

(e) a cat and a dog up to a combined weight of 20kg and provided the cat and dog are desexed.

17.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of animals on a Lot or the Common Property in accordance with By-law 17.1.

17.3 If an owner or occupier of a Lot keeps animals on the Lot, the owner or occupier must:

(a) keep the animals within the Lot; and

(b) supervise the animals when they are on the Common Property;

(c) carry the animals (including in a secure cage) or, if the animals cannot be carried, keep the animals restrained on a leash when on any part of the Common Property, including but without limitation in the lifts, foyers and the car park of the Building;

(d) minimise any interference (including noise) to an owner or occupier of a Lot; and

(e) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animals.

17.4 An owner or occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

17.5 If an owner or occupier does not comply with this by-law, the Owners Corporation may request the immediate removal of the animal(s) and if the animals has caused any damage or destruction to any part of the Building, rectify such damage or destruction at the Cost of the owner.

18 Appearance of Lot

18.1 The owner or occupier of a Lot must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.

18.2 Under the Architectural Code:

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(a) the owner or occupier of the Lot may install internal curtains, blinds, louvers, shutters or other window and door treatments on or in the Lot provided they have an appearance from outside the Lot which is charcoal; and

(b) the owner or occupier of the Lot must have consent from the Building Management Committee to place, install or retain curtains, blinds, louvers, shutters and window and door treatments other than those specified in By-law 18.3.

18.3 Sun shades

The owner or occupier of the Lot must have consent from the Owners Corporation to install a sun shade, sun blind, awning or other sun shading device in the Lot or on Common Property.

18.4 Security devices, screens and doors

The owner or occupier of the Lot must obtain all necessary consents from the Owners Corporation before the security device, screen or door is installed.

18.5 Planters

(a) If planters have been constructed on your Lot on registration of the Strata Plan, then this clause 18.5 applies.

(b) The planters include an underground irrigation system. An owner and occupier is not permitted to remove the planters or any part of the irrigation system without the consent of the Owners Corporation. An owner and occupier is not permitted to alter, modify, remove or add any plants in the planters.

(c) The Owners Corporation is responsible for the repair and maintenance of the underground irrigation system. An Owner and Occupier must grant to the Owners Corporation a right to access the Lot to repair and maintenance the underground irrigation system.

(d) The Owners Corporation is responsible to maintain the planters located on the Lot.

(e) An owner and occupier must permit the Owners Corporation access to the Lot so that the Owners Corporation may comply with by-law 18.5(d).

18.6 Hanging of washing and other items

An owner and occupier must not hang any washing, bedding, towels, swimwear, wetsuits or other articles of a similar nature on any part of the Building including from the balcony of a Lot.

18.7 Advertising, selling and leasing activities

An owner and occupier must not erect or display any advertising signs, materials or other items which are visible from the Lot or the Common Property unless other owner and occupier has the prior written consent of the Owners Corporation (such consent may be withheld at the Owner's Corporation sole discretion).

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19 Notice-Board

An Owners Corporation must cause a notice-board to be affixed to some part of the Common Property.

20 Change in Use of Lot to be Notified

An occupier of a Lot must notify the Owners Corporation if the occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme or Building (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes).

21 Recreation Facilities

21.1 The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) in relation to the Recreation Facilities.

21.2 The Owners Corporation may at any time amend or substitute rules made by the Owners Corporation in relation to the use of the Recreation Facilities (acting reasonably).

21.3 Subject to the Act, rules made by the Owners Corporation under this By-law 21 may not be the subject of any expert determination or an appeal by any Owner or Occupier.

21.4 The Recreation Facilities may only be used during the following hours:

(a) in relation to the BBQ between the hours of 11.00am to 8.00pm seven days a week; and

(b) in relation to the Outdoor Fitness Zone between the hours of 6.00am to 8.00pm seven days a week.

21.5 An owner and occupier entitled to use the Recreation Facilities must (and must ensure that any invitees does):

(a) not use the Recreation Facilities and the surrounds other than between the hours set out in By-law 21.4;

(b) ensure that any quest does not use the Recreation Facilities or its immediately surrounds unless accompanied by an owner or occupier;

(c) ensure that children under 15 years of age are not in or around the Recreation Facilities unless accompanied by an adult owner or occupier exercising effective control over them;

(d) exercise caution at all times and not behave in a manner that is likely to interfere with the use of the Recreation Facilities by other persons;

(e) not adjust, modify, replace or remove any equipment associated with the Recreation Facilities;

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(f) promptly notify the building manager of any damaged or malfunctioning Recreation Facilities;

(g) at all times be adequately clothed so as not to be likely to offend any other persons using the Recreation Facilities or the immediate surrounds and whilst travelling through the Building to and from the Recreation Facilities this includes but not limited no sunbathing in the Recreation Facilities;

(h) must not engage in any hazardous activities;

(i) not make excessive noise which interferes with the quiet enjoyment of an owner or occupier.

21.6 All Owners and Occupiers entitled to use the Recreation Facilities, following their use of the Recreation Facilities must:

(a) dispose of any rubbish;

(b) clean any surfaces requiring cleaning as a consequence of owners or occupier's use of the Recreation Facilities;

(c) rectify any damage or destruction of the Recreation Facilities caused or contributed to by an owner, occupier, their invitees and any trespassers as a result of the owner and occupier; and

(d) otherwise leave the Recreation Facilities in a good state of repair.

21.7 If an owner or occupier does not comply by By-law 21.6, the Owners Corporation can do so and charge the owner or occupier reasonable fee for doing so.

21.8 The Recreation Facilities may be unavailable for use for periods of time for repair and maintenance.

21.9 If an owner or occupier wishes to host a party, gathering or meeting on the Recreation Facilities, the owner and occupier must obtain the prior written consent of the Owners Corporation. The Owners Corporation may grant consent to the party, gathering or meeting on the Recreation Facilities on such terms and conditions as the Owners Corporation determines (acting reasonably) which may include the owner or occupier providing a security bond for an amount determined by the Owners Corporation. If the Owners Corporation requests a security bond, By-Law 21.10 will apply.

21.10 The owner must give to the Owners Corporation the security deposit before the commencement of any party, gathering or meeting on the Recreation Facilities. Subject to the owner and occupier complying with its obligations under this By-Law 21, the Owners Corporation must release the security deposit within fifteen (15) Business Days from the date of the ending of the party, gathering or meeting.

22 Short Term Leasing

An owner and occupier is not permitted to enter into short term leasing (being a lease of less than three months) and no owner and occupier is permitted to enter into a lease or permit more than the equivalent of two adults persons per bedroom in a Lot.

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23 Strata Management Statement

23.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting the Strata Scheme and the various components of the Building. It contains requirements (in addition to these By-laws) with which an owner or occupier of a Lot and the Owners Corporation must comply including:

(a) requirements for use and operation of Shared Facilities; and

(b) the apportionment of costs for Shared Facilities; and

(c) architectural standards and controls, which are generally contained in the Architectural Code in the Strata Management Statement; and

(d) insurance requirements for you and the Owners Corporation.

23.2 Who must comply with the Strata Management Statement?

All owners or occupiers of a Lot and the Owners Corporation must comply with the Strata Management Statement.

23.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

23.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Strata Scheme and the various components of the Building. The Owners Corporation is a member of the Building Management Committee. It must, by special resolution according to the Development Act, appoint a Representative to represent and vote for it at meetings of the Building Management Committee.

23.5 Appointing a Representative and Substitute Representative

The Executive Committee may:

(a) appoint a Representative and Substitute Representative for the Owners Corporation for one or more of the members of the Executive Committee; and

(b) terminate the appointment of a Representative and Substitute Representative at any time.

23.6 Consents under the Strata Management Statement

Nothing in the By-Laws gives an owner or occupier of a Lot or the Owners Corporation consent to do anything which prohibited or regulated by the Strata Management Statement. A consent under the By-laws does not relieve an owner or occupier of a Lot or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

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23.7 Inconsistencies between the By-laws and the Strata Management Statement

If there is an inconsistency between a By-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent By-law to make it consistent with the Strata Management Statement.

24 Architectural Code

24.1 Architectural Code

The Architectural Code for the Building is in the Strata Management Statement. It applies to the Lot and to the Strata Scheme generally. The owner or occupier of the Lot must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before they carry out any works in the Lot. The owner or occupiers' obligations under the Architectural Code apply in addition to their obligations under the By-laws.

24.2 Some examples of when you will need consent under the Architectural Code

(a) An owner or occupier of a Lot must have consent from the Building Management Committee under the Architectural Code if they propose to:

(i) carry out Building Works which will affect Shared Facilities or the external appearance of the Strata Scheme; or

(ii) install bars, screens, grills, security locks or other safety devices on the interior or exterior of windows or doors in the Lot if they are visible from outside the Lot or the Strata Scheme; or

(iii) install an intruder alarm with an audible signal.

(b) This is not a definitive list of when the owner or occupier of the Lot will need to obtain consent from the Building Management Committee. Contact the Strata Manager if you want to confirm whether or not you will need consent.

25 Rights to Enter the Lot

25.1 Rights of the Owners Corporation to enter the Lot

In addition to its rights under this By-law the Owners Corporation has the right to enter the Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Act.

26 Carrying out Building Works

26.1 When do you need consent?

Subject to this By-law Error! Reference source not found., the owner or occupier of the Lot must have consent from the Owners Corporation to carry out Building Works.

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26.2 Procedures before you carry out Building Works

Before carrying out Building Works, the owner or occupier of the Lot must:

(a) obtain necessary consents from the Owners Corporation and any relevant Government Authority; and

(b) find out where service lines and pipes are located; and

(c) obtain consent from the Owners Corporation if the owner or occupier of a Lot proposes to interfere with or interrupt services;

(d) comply with bylaw 26.5(a); and

(e) if the owner or occupier of a Lot does not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what the owner or occupier of a Lot proposes to do. The owner or occupier of the Lot must give the notice at least 14 days before the Building Works are started.

26.3 Procedures when you carry out Building Works

If an owner or occupier of a Lot carries out Building Works, the owner or occupier of the Lot must:

(a) use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably);

(b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and

(c) repair any damage the owner or occupier of the Lot (or persons carrying out the Building Works on their behalf) caused to Common Property or the property of another owner or occupier.

26.4 Making arrangements with the Owners Corporation

Before the owner or occupier of the Lot carries out Building Works (including Building Works for which the consent of the Owners Corporation is not required), the owner or occupier must:

(a) arrange with the Owners Corporation a suitable time and means by which to access the Strata Scheme for purposes associated with those Building Works;

(b) comply with the reasonable requirements of the Owners Corporation about the time and means by which the owner or occupier of a Lot must access the Strata Scheme; and

(c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Strata Scheme.

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26.5 Security deposit

(a) The owner must give to the Owners Corporation the Security Deposit before the owner commences the Building Works.

(b) The Owners Corporation may, without notice to the owner, recover from the Security Deposit any Cost incurred or loss suffered by the Owners Corporation if the owner breaches this bylaw.

(c) The owner may either replace the Security Deposit or the proportion of the Security Deposit recovered by the Owners Corporation in accordance with by- law 26.5(b) within 5 Business Days of receiving notice from the Owners Corporation to do so.

(d) The owner acknowledges that the Owners Corporation is not required to invest the Security Deposit and no interest will be earned on the Security Deposit.

(e) Subject to there being no breach of the bylaw by the owner, the Owners Corporation must release the Security Deposit within fifteen (15) Business Days from the date the Owners Corporation inspects the Building Works and the Owners Corporation determines (acting reasonably) that the owner has satisfied these bylaws.

27 Common Property

27.1 Easements

Where some items of Common Property are burdened by easements, the owner or occupier of the Lot and the Owners Corporation:

(a) must comply with their obligations under those easements; and

(b) must not do anything to prevent the benefited parties under those easements from exercising their rights to use Common Property under those easements.

27.2 What are your obligations?

Subject to the By-laws, the owner or occupier of the Lot must:

(a) use Common Property equipment only for its intended purpose;

(b) immediately notify the Owners Corporation if the owner or occupier of a Lot knows about damage or a defect in Common Property; and

(c) compensate the Owners Corporation for any damage to Common Property caused by an owner or occupier of a Lot, their visitors or persons doing work or carrying out Building Works on the Strata Scheme on their behalf.

27.3 When will you need consent from the Owners Corporation?

Subject to the By-laws the owner or occupier of a Lot must have consent from the Owners Corporation to:

(a) interfere with or damage Common Property;

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(b) remove anything from Common Property that belongs to the Owners Corporation; or

(c) interfere with the operation and Common Property equipment.

28 Security at the Strata Scheme

28.1 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into the Strata Scheme and prevent fire and other hazards.

28.2 Installation of security equipment

The Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Strata Scheme.

28.3 Restricting access to common property

Subject to this By-law Error! Reference source not found., the Owners Corporation has the power to:

(a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;

(b) restrict by Security Key access to levels in the Strata Scheme where an owner or occupier of a Lot does not own or occupy a Lot or have access to according to an exclusive use By-law;

(c) charge you a fee or bond if an owner or occupier of a Lot requests additional or replacement Security Keys; and

(d) allow security personnel employed or contracted by the Owners Corporation to use part of Common Property to operate or monitor security of the Strata Scheme and the Building.

28.4 Providing owners and occupiers with Security Keys

If the Owners Corporation exercises its rights under By-law Error! Reference source not found., it may provide the owner or occupier of a Lot with a Security Key for the relevant part of Common Property.

28.5 Managing the Security Key system for common property

The Owners Corporation has the power to:

(a) re-code Security Keys it issues for Common Property; and

(b) require an owner or occupier of a Lot to promptly return Security Keys it issues to them to the Owners Corporation to be re-coded.

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28.6 What are your obligations?

(a) The owner or occupier of a Lot must comply with their obligations in the Strata Management Statement about Security Keys for Shared Facilities.

(b) In regard to Security Keys issued by the Owners Corporation according to this By-law **Error! Reference source not found.**, the owner or occupier of a Lot must:

(i) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;

(ii) take all reasonable steps not to lose Security Keys;

(iii) immediately notify the Owners Corporation if you lose a Security Key; and

(iv) return Security Keys to the Owners Corporation if the owner or occupier of a Lot does not need them or if they are no longer an owner or occupier.

28.7 Closing doors

The owner or occupier of a Lot must take reasonable care to make sure that fire and security doors in the building are locked or closed when they are not being used.

28.8 Procedures if you lease your Lot

If an owner or occupier of a Lot leases or licenses their Lot, they must include a requirement in the lease or licence that the occupier returns Security Keys issued by the Owners Corporation to the Owners Corporation when they no longer occupy that Lot.

28.9 Some prohibitions

An owner or occupier of a Lot must not:

(a) copy a Security Key or give a Security Key to someone who is not an owner or occupier;

(b) interfere with security cameras or surveillance equipment; or

(c) do anything that might prejudice the security or safety of the Strata Scheme.

29 Rules

29.1 Powers of the Owners Corporation

The Owners Corporation has the power to make rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of the Common Property.

29.2 Changing rules

The Owners Corporation may add to or change the rules at any time.

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29.3 What are your obligations?

All owners or occupiers of a Lot must comply with the rules.

29.4 What if a rule is inconsistent with the By-laws?

If a rule is inconsistent with the By-laws or the requirements of a Government Authority, the By-laws or requirements of the Government Authority prevail to the extent of the inconsistency.

30 Failure to Comply with By-laws

30.1 What can the Owners Corporation do?

The Owners Corporation may do anything on the Lot which the owner or occupier should have done under the Act or the By-laws but which the owner or occupier of the Lot have not done or, in the opinion of the Owners Corporation, have not done properly.

30.2 Procedures

The Owners Corporation must give an owner or occupier of a Lot a written notice specifying when it will enter the Lot to do the work. The owner or occupier of the Lot must:

(a) give the Owners Corporation (or persons authorised by it) access to the Lot according to the notice and at their cost; and

(b) pay the Owners Corporation for its cost for doing the work.

30.3 Recovering money

The Owners Corporation may recover any money an owner or occupier of a Lot owes it under the By-law as a debt.

31 Notices by Email

Any notices may be issued to that owner or occupier by the Owners Corporation in accordance with the provisions of the *Electronic Transactions Act 2000*.

32 Electronic Voting at Meetings

1. Introduction

This by-law sets out rules that must be followed if the owners corporation or strata committee determines, by resolution, to permit votes to be cast on a motion by email or other electronic means while participating in a meeting from a remote location.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) "**Act**" means the *Strata Schemes Management Act 2015*,

(b) "**electronic means**" includes a vote cast via a voting website or electronic application,

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(c) "**e-voting**" means a vote on a motion cast by email or other electronic means while participating in a meeting from a remote location,

(d) "**e-voting determination**" means a determination of the owners corporation or strata committee, by resolution, to permit e-voting,

(e) "**committee meeting**" means a meeting of the strata committee,

(f) "**general meeting**" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,

(g) "**meeting**" means a committee meeting or a general meeting,

(h) "**motion**" means a motion to be considered by the committee, at a committee meeting or at a general meeting,

(i) "**Regulations**" means the *Strata Schemes Management Regulation 2016*,

(j) "**owner**" means an owner of a lot in the strata scheme,

(k) "**person**" means an owner or a proxy,

(l) "**proxy**" means a duly appointed proxy for the purposes of the Act,

(m) "**strata scheme**" means the strata scheme to which this by-law applies, and

(n) "**you**" means an owner.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,

(f) the provisions of this by-law operate to the extent permitted by law, and

(g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

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3. E-Voting

3.1 This by-law applies if the owners corporation or strata committee has made an e-voting determination.

3.2 An e-voting determination remains in force until it is revoked.

3.3 An e-voting determination may be revoked by a resolution of:

(a) (in the case of an e-voting determination made by the strata committee) the strata committee or owners corporation; and

(b) (in the case of an e-voting determination made by the owners corporation) the owners corporation.

3.4 The notice of a meeting must include a statement indicating whether or not an e-voting determination has been made and remains in force for any motion included in the agenda of the meeting.

4. Rules for E-Voting

4.1 E-voting must be conducted by a ballot.

4.2 The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains:

(a) instructions for completing the ballot paper, and

(b) the motions to be voted on, and

(c) the means of indicating the voter's choice on the motions to be voted on.

4.3 The secretary of the owners corporation must, before the meeting at which e-voting is to be conducted, give each person entitled to vote:

(a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law, and

(b) access to information about:

(i) how the ballot paper must be completed, and

(ii) the deadline for submission of the ballot paper, and

(iii) if voting is by email, the address where the ballot paper is to be returned, and

(iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and

(d) access to an electronic form of declaration requiring the voter to state:

(i) his or her name, and

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(ii) the capacity in which the person is entitled to vote, and

(iii) in the case of a motion that requires a special resolution or poll, the voter's unit entitlement, and

(iv) if the vote is a proxy vote, the name and capacity of the person who gave the proxy.

4.4 Each person entitled to vote and who casts a vote by e-voting must vote in accordance with the instructions contained in the information given by the secretary of the owners corporation.

4.5 A ballot paper of a voter who casts a vote by e-voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.

4.6 If voting is carried out by e-voting using a voting website or other electronic application, the website or application must provide a warning message to a person casting an informal vote that the proposed vote is informal.

4.7 If the ballot is a secret ballot, the secretary must ensure that:

(a) the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and

(b) the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

4.8 An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.

4.9 The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.

4.10 As soon as practicable after the deadline for submission of the ballot paper, the secretary of the owners corporation must:

(a) review all information and reports about the electronic ballot, and

(b) reject as informal any votes that do not comply with the requirements of this by-law, and

(c) ascertain the result of the electronic ballot, and

(d) make a written or electronic record of the result of the electronic ballot, and

(e) announce or publish the result of the ballot.

5. Obligations of Owners and Proxies

You must take all reasonable steps to ensure that you and any person you appoint as your proxy complies with this by-law.

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33 Cosmetic Work

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out cosmetic work to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) "**Act**" means the *Strata Schemes Management Act 2015*,

(b) "**apartment**" means a lot in the strata scheme,

(c) "**building**" means the building in the strata scheme in which your apartment is located,

(d) "**common area**" means the common property in the strata scheme,

(e) "**cosmetic work**" means any work to a common area in the building in connection with your apartment for the following purposes:

(i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,

(ii) installing any device used to affix decorative items to the internal surfaces of walls in your apartment,

(iii) installing or replacing handrails,

(iv) painting,

(v) filling minor holes and cracks in internal walls,

(vi) laying carpet,

(vii) installing or replacing built-in wardrobes,

(viii) installing or replacing internal blinds and curtains,

(ix) installing any locking or other safety device to improve safety within your apartment,

(x) installing any locking or other safety device for protection of your apartment against intruders,

(xi) installing any screen or other device to prevent entry of animals or insects on your apartment,

(xii) installing any structure or device to prevent harm to children, but

cannot include non-cosmetic work,

(f) "**non-cosmetic work**" means:

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(i) work that consists of minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,

(ii) work involving structural changes,

(iii) work that changes the external appearance of an apartment, including the installation of an external access ramp,

(iv) work that detrimentally affects the safety of an apartment or common area, including fire safety systems,

(v) work involving waterproofing or the plumbing or exhaust system of a building,

(vi) work involving reconfiguring walls,

(vii) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

(g) "**strata scheme**" means the strata scheme to which this by-law applies, and

(h) "**you**" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) headings have been inserted for guidance only59and do not affect the interpretation of this by-law

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by- laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and

(f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Cosmetic Work

3.1 You may carry out cosmetic work without the approval of the owners corporation.

3.2 If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

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4. Rules for Cosmetic Work

4.1 During Cosmetic Work

During any cosmetic work you carry out, or which a person carries out on your behalf, you must:

(a) Standard of Workmanship

ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Cosmetic Work

make certain the cosmetic work is completed in accordance with any specifications for it and complies with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Cosmetic Work

make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement,

(d) Times for Cosmetic Work

ensure that the cosmetic work is only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and is not carried out during any other times,

(e) Appearance of Cosmetic Work

ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building,

(f) Noise During Cosmetic Work

ensure the cosmetic work does not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(g) Transportation of Construction Equipment

ensure that all construction materials and equipment in connection with the cosmetic work are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(h) Debris

ensure that any debris and rubbish associated with or generated by the cosmetic work is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

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(i) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(j) Protection of Building

protect all areas of the building outside your apartment which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(k) Daily Cleaning

clean any part of the common areas affected by the cosmetic work on a daily basis and keep all of those common areas clean, neat and tidy during the cosmetic work,

(l) Security

ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the cosmetic work,

(m) Costs of Cosmetic work

pay all costs associated with the cosmetic work.

4.2 <u>After Cosmetic Work</u>

You must:

(a) Maintenance of Cosmetic Work

properly maintain the cosmetic work and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work,

(b) Repair Damage

repair any damage caused to another apartment or any common area by the carrying out of the cosmetic work in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the cosmetic work does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred

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by or brought or made against the owners corporation arising out of the cosmetic work or the altered state or use of any of the common areas arising from the cosmetic work or your breach of this by-law,

(e) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the cosmetic work and the requirements of the local council concerning the cosmetic work.

5. Breach of this By-Law

5.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

6. Specification of Additional Cosmetic Work

To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

7. Decision of Owners Corporation not to Maintain Cosmetic Work

To avoid doubt, the owners corporation determines that:

(a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any item of cosmetic work done by you; and

(b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any item of cosmetic work done by you, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

34 Minor Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common area in the building in connection with your apartment.

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2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) "**Act**" means the *Strata Schemes Management Act 2015*,

(b) "**apartment**" means a lot in the strata scheme,

(c) "**building**" means the building in the strata scheme in which your apartment is located,

(d) "**common area**" means the common property in the strata scheme,

(e) "**minor renovations**" means any work to a common area in the building in connection with your apartment for the following purposes:

(i) renovating a kitchen,

(ii) renovating a bathroom in a manner that does not involve waterproofing,

(iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,

(iv) changing recessed light fittings,

(v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,

(vi) installing or replacing wood or other hard floors,

(vii) installing or replacing wiring or cabling or power or access points,

(viii) installing or replacing pipes and ducts,

(ix) work involving reconfiguring walls in a manner that does not involve structural changes,

(x) installing a rainwater tank,

(xi) installing a clothesline,

(xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,

(xiii) installing double or triple glazed windows,

(xiv) installing a heat pump or hot water service,

(xv) installing ceiling insulation,

(xvi) installing an aerial or antenna,

(xvii) installing a satellite dish with a diameter no greater than 1.5 metres,

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(xviii) installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your apartment,

but cannot include non-minor renovations,

(f) "**non-minor renovations**" means:

(i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,

(ii) work involving structural changes,

(iii) work that changes the external appearance of a lot, including the installation of an external access ramp,

(iv) work involving waterproofing,

(v) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

(vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(g) "**strata scheme**" means the strata scheme to which this by-law applies, and

(h) "**you**" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and

(f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

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3. Minor Renovations Approval Process

3.1 **Minor Renovations Require Approval**

You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

3.2 **The Approval Process**

3.2.1 If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

(a) your name, address and telephone number,

(b) your apartment and lot number,

(c) details of the minor renovations,

(d) drawings, plans and specifications for the minor renovations,

(e) an estimate of the duration and times of the minor renovations,

(f) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,

(g) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.

3.2.4 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.5 The owners corporation may engage a consultant to assist it review your application.

3.2.6 The owners corporation may:

(a) approve your application either with or without conditions, or

(b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.7 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Minor Renovations

4.1 **Before the Minor Renovations**

4.1.1 Before commencing the minor renovations, you must:

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(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,

(b) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:

(i) licence,

(ii) all risk insurance policy which must include public liability cover in the sum of $10,000,000.00,

(iii) workers compensation insurance policy (if required by law), and

(iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the minor renovations (if required by law),

(c) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,

(d) Acoustic Consultant's Report

if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(e) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(f) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of $5,000 or such other amount determined from time to time by the owners corporation,

(g) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.

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4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the minor renovations and if you have already begun the minor renovations you must immediately stop them.

4.2 **<u>During the Minor renovations</u>**

During the minor renovations you must:

(a) Standard of Workmanship

ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Minor Renovations

make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Minor Renovations

make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Minor Renovations

ensure that the minor renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours' notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Minor Renovations

ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Noise During Minor Renovations

ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

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(h) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(i) Debris

ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(j) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(k) Protection of Building

protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(l) Daily Cleaning

clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations,

(m) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(n) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,

(o) Vehicles

ensure that no contractor's vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

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(p) Security

ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,

(q) Variation to Minor Renovations

not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee,

(r) Costs of Minor renovations

pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

4.3 **After the Minor Renovations**

After the minor renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the minor renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,

(c) Restore the Common Areas

restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,

(d) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(e) Acoustic Consultant's Report

if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings.

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4.4 **Enduring Obligations**

You must:

(a) Maintenance of Minor Renovations

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the minor renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

ensure that any floor coverings installed or exposed in an apartment during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common areas arising from the minor renovations or your breach of this by-law,

(f) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

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5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the minor renovations, or

(b) cleaning any part of the common area as a result of the minor renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

8. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

9. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

(a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and

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(b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

35 Major Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your apartment or to your apartment.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) "**Act**" means the *Strata Schemes Management Act 2015*,

(b) "**apartment**" means a lot in the strata scheme,

(c) "**annexure**" means the annexure to this by-law,

(d) "**building**" means the building in the strata scheme in which your apartment is located,

(e) "**common area**" means the common property in the strata scheme,

(f) "**cosmetic work**" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,

(g) "**major renovations**" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:

(i) work involving structural changes such as the removal of the whole or part of a load bearing wall,

(ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,

(iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,

(iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

but cannot include cosmetic work or minor renovations,

(h) "**minor renovations**" means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,

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(i) "**strata scheme**" means the strata scheme to which this by-law applies, and

(j) "**you**" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and

(f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Major Renovations Approval Process

3.1 **Major Renovations Require Approval**

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

3.2 **The Approval Process**

3.2.1 If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

(a) your name, address and telephone number,

(b) your apartment and lot number,

(c) details of the major renovations,

(d) drawings, plans and specifications for the major renovations,

(e) an estimate of the duration and times of the major renovations,

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(f) details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,

(g) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

(a) approve your application either with or without conditions, or

(b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Major Renovations

4.1 **Before the Major Renovations**

4.1.1 Before commencing the major renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,

(b) Local Council Approval

if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:

(i) licence,

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(ii) all risk insurance policy which must include public liability cover in the sum of $10,000,000.00,

(v) workers compensation insurance policy, and

(vi) home building compensation fund insurance policy under the *Home Building Act 1989* for the major renovations (if required by law),

(d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the major renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(g) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of $10,000 or such other amount determined from time to time by the owners corporation,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

4.1.3 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the major renovations and if you have already begun the major renovations you must immediately stop them.

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4.2 **<u>During the Major Renovations</u>**

During the major renovations you must:

(a) Standard of Workmanship

ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Major Renovations

make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Major Renovations

make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Major Renovations

ensure that the major renovations are only carried out between the hours permitted by the Local Council or if the Local Council does not prescribe any such hours then between of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm on Monday – Friday and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Major Renovations

ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Major Renovations

ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Major Renovations

ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful

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enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(k) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(n) Daily Cleaning

clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations,

(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,

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(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,

(s) Variation to Major renovations

not vary the major renovations without obtaining the prior written approval of the owners corporation,

(t) Costs of Major renovations

pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

4.3 **After the Major Renovations**

After the major renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the major renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,

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(e) Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

if the major renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

4.4 **Enduring Obligations**

You must:

(a) Maintenance of Major Renovations

properly maintain the major renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the major renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

if the major renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

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(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,

(f) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or

(b) cleaning any part of the common area as a result of the major renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

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(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

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ANNEXURE TO MAJOR RENOVATION BY-LAW

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. … – Major Renovations and Building Works (Lot ….)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"**Lot**" means Lot ……. in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings prepared by …….. and dated …… attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and common property described and shown in the Plans being ……;

"**Major Renovations By-Law**" means Special By-Law No. 3 – Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

(a) the authority to carry out the Major Renovations strictly in accordance with the Plans;

(b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

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4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

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36 Rules and Recovery of Costs by Owners Corporation

1. Introduction

This by-law set outs general rules you must follow and gives us the right to recover expenses, interest and recovery costs from you if you breach the by-law.

2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

2.1 "**by-laws**" means any by-laws in force in respect of the strata scheme;

2.2 "**cleaning costs**" means any cost or expense we incur cleaning or removing rubbish from common property arising out of or as a result of your breach of this by-law;

2.3 "**demand**" means a written demand from us to you;

2.4 "**denial of access**" means the failure or refusal by you to give us or a contractor engaged by us access to your lot when requested to by us to permit us to exercise any of our functions under the Strata Act or to undertake a fire safety inspection or maintain, repair or replace any fire safety measures on or undertake a pest inspection, extermination or treatment of the common property or your lot;

2.5 "**denial of access costs**" means any cost or expense incurred by us arising out of or as a result of a denial of access in breach of this by-law;

2.6 "**expenses**" means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including cleaning costs, denial of access costs, false fire alarm expenses, an insurance increase, remedy expenses and repair costs;

2.7 "**false alarm**" means the activation of a fire alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the building or any person in the building by virtue of the incidence of smoke, heat or fire in the building;

2.8 "**false alarm expenses**" means any cost or expense incurred by us arising out of or as a result of a false alarm caused by your breach of this by-law including charges imposed on us by Fire & Rescue NSW (such as charges for attending the building in response to a false alarm);

2.9 "**insurance increase**" means an amount equal to any increase in an insurance premium payable by us arising out of anything done by you;

2.10 "**interest**" means interest payable on expenses in accordance with this by-law;

2.11 "**invitee**" includes a guest or contractor;

2.12 "**lot**" means a lot in the strata scheme;

2.13 "**occupier**" means a person in occupation of a lot and includes a tenant;

2.14 "**owner**" means an owner of a lot;

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2.15 "**recovery costs**" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;

2.16 "**remedy expenses**" means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs;

2.17 "**repair costs**" means any cost or expense we incur repairing damage to common property arising out of or as a result of your breach of this by-law;

2.18 "**Strata Act**" means the *Strata Schemes Management Act 2015*;

2.19 "**strata scheme**" means the strata scheme to which this by-law applies;

2.20 "**us**" or "**we**" means the owners corporation; and

2.21 "**you**" means and owner or occupier

3. Interpretation

In this by-law:

3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;

3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

3.3 words importing the singular number include the plural and vice versa;

3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;

3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;

3.7 the terms of this by-law apply to the extent permitted by law; and

3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

4. General Rules

4.1 You must not breach any by-laws.

4.2 You must not cause a false alarm.

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4.3 You must not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).

4.4 You must not leave or dump rubbish on common property.

4.5 You must not dirty or soil the common property.

4.6 You must not do anything that causes an insurance premium payable by us to increase.

4.7 You must not cause a denial of access.

5. General Obligations

5.1 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.

5.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were you and were bound by this by-law.

6. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

7. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

8. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

9. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

(a) expenses;

(b) interest; and

(c) recovery costs;

for which you are liable.

10. Mode of Recovery of Expenses, Interest, Etc

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

(a) your account with us;

(b) levy notices served on you; and

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(c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

11. Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

12. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

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Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 100257 was affixed on ^ 5 Nov 2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Andrew William Davis Authority: APPOINTED STRATA MANAGER

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date
* Strike through if inapplicable.

THE OWNERS - STRATA PLAN No. 100257
Common Seal

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Approved Form 23

Attestation

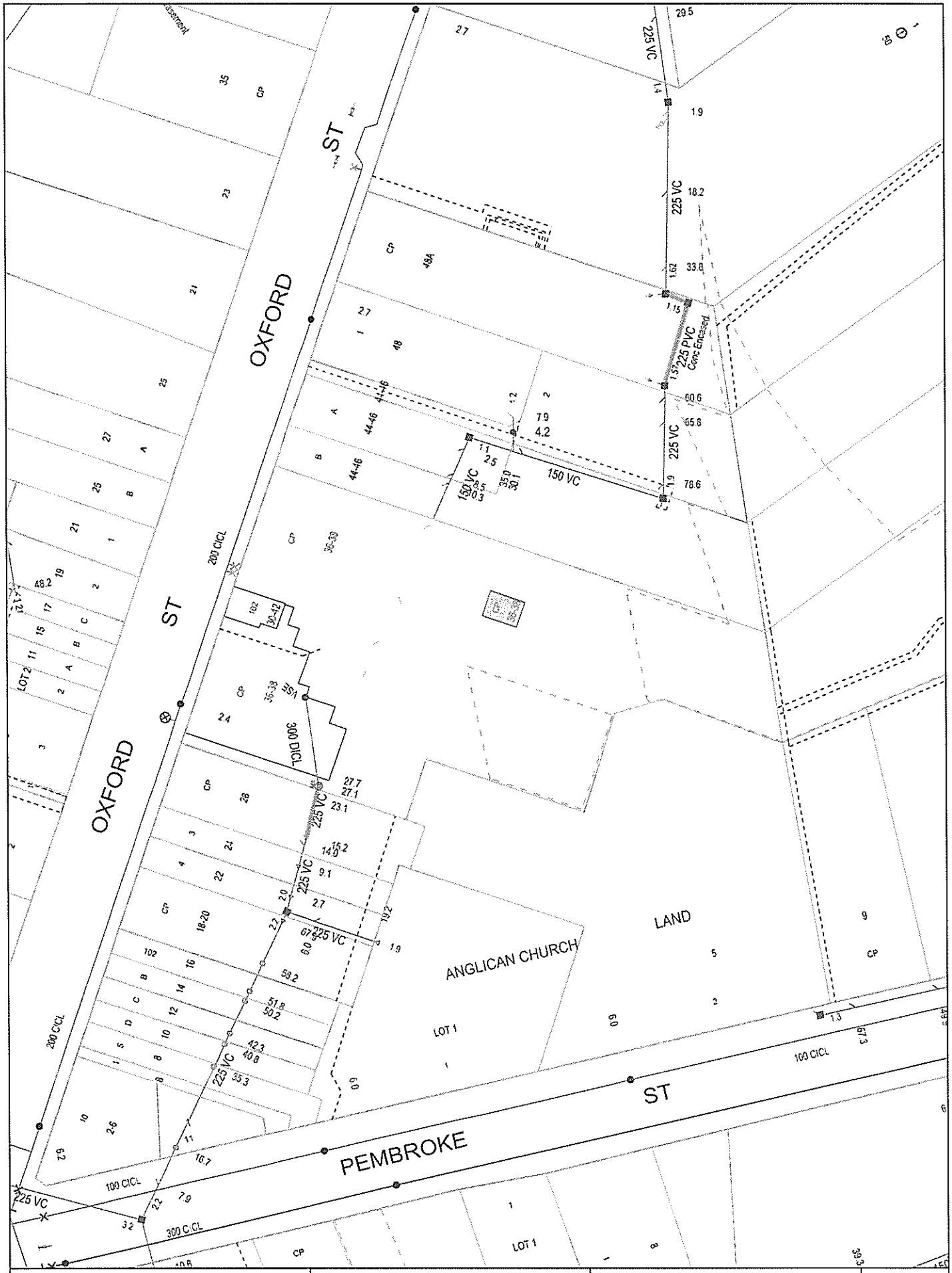
The seal of The Owners - Strata Plan No 100257 was affixed on ^ 5 NOV 2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Andrew William Davis Authority: APPOINTED STRATA MANAGER

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

THE OWNERS - STRATA PLAN No. 100257
Common Seal



6172874 Produced By: Date: 24/07/2024	Suburb: EPPING Map:173 Grid:B15 Edition:Sydney UBD Edition 41 CMA Sheet: 0060-92-31 MGA Zone 56 (M) Central Co-ord: 322537 6261539	Scale 1:1000 Copyright Reserved Sydney Water 2024 No warranty is given that this is complete or accurate. SYDNEY WATER CORPORATION	Page

✔ 2

Application: 1 of 2

Sewer service diagram application

No diagrams available for:

36-38 Oxford St, Epping 2121

Our system shows there may not be a sewer service diagram available for this property. You may continue with this application and we will search our records for any available diagrams.

Please **answer all questions** unless marked (optional).

1 Additional information

Please tell us if there is anything else we need to know about this sewer service diagram request (optional)

Continue

Back

Save progress

CITY OF PARRAMATTA

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

Certificate No: 2024/5651

Fee: $69.02

Issue Date: 22 July 2024

Receipt No: 7598878

Applicant Ref: JETS/LENA:223870

DESCRIPTION OF LAND

Address: 309/38 Oxford Street
EPPING NSW 2121

Lot Details: Lot 164 SP 100257

SECTION A

The following Environmental Planning Instrument to which this certificate relates applies to the land:

Parramatta Local Environmental Plan 2023

For the purpose of **Section 10.7(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:

The land is zoned: E1 Local Centre PLEP2023

Zone E1 Local Centre (Parramatta Local Environmental Plan 2023)

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act, 1979. NOTE: This table is an excerpt from Parramatta Local Environmental Plan 2023 and must be read in conjunction with and subject to the other provisions of that instrument, and in force at that date.

Zone E1 Local Centre

1 Objectives of zone

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.
- To encourage investment in local commercial development that generates employment opportunities and economic growth.
- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure the scale and type of development does not adversely affect the amenity of the surrounding neighbourhood.

2 Permitted without consent

Nil

3 Permitted with consent

Amusement centres; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Health consulting rooms; Home businesses; Home industries; Home occupations; Hostels; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Residential flat buildings; Respite day care centres; Roads; Self-storage units; Seniors housing; Service stations; Serviced apartments; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Water recycling facilities

4 Prohibited

Any development not specified in item 2 or 3

SECTION B

State Policies and Regional Environmental Plans

The land is also affected by the following State Environmental Planning Policies (SEPP) and Regional Environmental Plans (SREP):

State Environmental Planning Policy (SEPP) (Biodiversity and Conservation) 2021
State Environmental Planning Policy (SEPP) (Planning Systems) 2021

State Environmental Planning Policy (SEPP) (Resilience and Hazards) 2021
State Environmental Planning Policy (SEPP) (Transport and Infrastructure) 2021
State Environmental Planning Policy (SEPP) (Precincts—Central River City) 2021
State Environmental Planning Policy (SEPP) (Housing) 2021
State Environmental Planning Policy (SEPP) (Resources and Energy) 2021
State Environmental Planning Policy (SEPP) (Primary Production) 2021
State Environmental Planning Policy (SEPP) (Sustainable Buildings) 2022
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008

DRAFT State Environmental Planning Policy to amend State Environmental Planning Policy (SEPP) (Sydney Region Growth Centres) 2006 – Amendment to include the Greater Parramatta Priority Growth Area as a Growth Centre
DRAFT State Environmental Planning Policy (Draft SEPP) – Environment

N.B. All enquiries as to the application of Draft State Environmental Planning Policies should be directed to The NSW Department of Planning, Industry and Environment.

Draft Local Environmental Plan
The land is not affected by a Draft Local Environmental Plan which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Development Control Plan
The land is affected by the Parramatta Development Control Plan (DCP) 2023

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
The land is identified as containing a Heritage Item in the Parramatta Local Environmental Plan 2023.

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?
NO

Tree Preservation
The land is subject to Section 5.3.4 Trees and Vegetation Preservation in the Parramatta Development Control Plan (DCP) 2023.

Council has not been notified of an order under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

Coastal Protection
Has the owner (or any previous owner) of the land been consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?
NO

Council Policy
Council has not adopted a policy to restrict the development of the land by reason of the likelihood of projected sea level rise (coastal protection), tidal inundation, subsidence or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre

NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019' applies to land within the City of Parramatta. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

Please note: this is statement of Council policy and not a statement on whether or not the property is affected by bushfire. That question is answered in the Bushfire Land section of this certificate.

Mine Subsidence
The land is not affected by the Coal Mine Subsidence Compensation Act 2017 proclaiming land to be a Mine Subsidence District.

Bushfire Land
The land is not bushfire prone land.

Threatened Species
The Environment Agency Head with responsibility for the Biodiversity Conservation Act 2016 has not advised Council that the land includes or comprises an area of outstanding biodiversity value.

Biodiversity certified land
The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Note. *Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.*

Biodiversity stewardship sites
The Chief Executive of the Office of Environment and Heritage has not notified the Council if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

Property vegetation plans
Council has not been notified of the existence of the property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 on the land.

Paper Subdivision information
The land is not subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot. A subdivision order does not apply to the land.

Note: Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Environmental Planning and Assessment Act 1979, Schedule 7.

Western Sydney Aerotropolis
Under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land:

(a) is not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,
(b) is not shown on the Lighting Intensity and Wind Shear Map,
(c) is not shown on the Obstacle Limitation Surface Map,
(d) is not in the "public safety area" on the Public Safety Area Map,
(e) is not in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

Loose-Fill Asbestos Register
Council has not been notified by NSW Fair Trading of the property being listed on the loose-fill asbestos insulation register maintained by the Secretary of NSW Fair Trading.

Affected Building Notices and Building Product Rectification Orders
Council is not aware of whether there is any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land.

Note: ***affected building notice*** has the same meaning as in the *Building Products (Safety) Act 2017.* ***building product rectification order*** has the same meaning as in the *Building Products (Safety) Act 2017.*

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Exempt Development Codes

Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
The land **is not** land where the exempt development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Clauses 1.16(1)(b1)–(d) or Clause 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes)

The following information only addresses whether or not the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that exempt development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict exempt development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant exempt development provisions for the land.

Exempt Development pursuant to the exempt development codes **may** be carried out on the land under **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying Development Codes

Note: This does not constitute a Complying Development Certificate under section 4.27 of the Environmental Planning and Assessment Act 1979

Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
The land is not land where the complying development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
The following information only addresses whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of **Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that complying development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict complying development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant complying development provisions for the land. Failure to comply with these provisions may mean that a Complying Development Certificate is invalid.

Housing Code; Low Rise Housing Diversity Code; Rural Housing Code

Complying Development pursuant to the Housing Code, Low Rise Housing Diversity Code and Rural Housing Code **may not** be carried out on the land or part of the land. The land is affected by specific land exemptions under **Clause 1.17A or Clause 1.18 (1) (c3) or Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land exemptions are:

- Part of the land comprises, or contains an item of environmental heritage (that is listed on the State Heritage Register **or** that is subject to an interim heritage order under the Heritage Act 1977 **or** is identified as an item of environmental heritage in an environmental planning instrument),
  (Land Exemption Clause 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008)

Commercial and Industrial (New Buildings and Additions) Code

Complying Development pursuant to Commercial and Industrial (New Buildings and Additions) Code **may not** be carried out on the land or part of the land. The land is affected by specific land exemptions under **Clause 1.17A or Clause 1.18 (1) (c3) or Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land exemptions are:

- Part of the land comprises, or contains an item of environmental heritage (that is listed on the State Heritage Register **or** that is subject to an interim heritage order under the Heritage Act 1977 **or** is identified as an item of environmental heritage in an environmental planning instrument),
  (Land Exemption Clause 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008)

Housing Alterations Code; General Development Code; General Commercial and Industrial (Alterations) Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code

Complying Development pursuant to the Housing Alterations Code, General Development Code, General Commercial and Industrial (Alterations) Code, Container Recycling Facilities Code, Subdivision Code, Demolition Code and Fire Safety Code **may not** be carried out on the land or part of the land. The land is affected by specific land exemptions under **Clause 1.17A or Clause 1.18 (1) (c3) or Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land exemptions are:

- Part of the land comprises, or contains an item of environmental heritage (that is listed on the State Heritage Register **or** that is subject to an interim heritage order under the Heritage Act 1977 **or** is identified as an item of environmental heritage in an environmental planning instrument),
  (Land Exemption Clause 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008)

SPECIAL NOTES

Applicants for Sections 10.7 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.

The following additional information is issued under Section 10.7(5)
The following information is provided pursuant to S10.7(5) the Council supplies information as set out below on the basis that the Council takes no responsibility for the accuracy of the information. The information if material should be independently checked by the applicant.

Draft Parramatta River Flood Study (Draft Flood Study)
Between 18 September 2023 and 30 October 2023, Council is exhibiting the Draft Parramatta River Flood Study.

Further information about the Draft Parramatta River Flood Study can be found at https://participate.cityofparramatta.nsw.gov.au/flood-study or by contacting Council.

Parramatta Local Environmental Plan 2023
On 2 March 2023 the Parramatta Local Environmental Plan 2023 was notified in the NSW Government Gazette. The Parramatta Local Environmental Plan replaced five (5) existing Local Environmental Plans where they applied to land within the Parramatta LGA. These include:

- *Auburn Local Environmental Plan 2010*
- *Holroyd Local Environmental Plan 2013*
- *Hornsby Local Environmental Plan 2013*
- *Parramatta Local Environmental Plan 2011*
- *Parramatta (former The Hills) Local Environmental Plan 2012*

The Parramatta Local Environmental Plan 2023 commenced on 2 March 2023.

Parramatta Local Environmental Plan 2023 – Minimum Lot Size Development Standard for Dual Occupancy and Manor House Developments
The Parramatta Local Environmental Plan 2023 includes a minimum lot size of 600m^2 and a minimum frontage to a public road of 15 metres development standards for Dual Occupancies and Manor Houses where they are permitted with development consent in the Parramatta Local Environmental Plan 2023.

Employment zones reform - *translation of existing Business and Industrial zones into the new Employment zones*

The Parramatta Local Environmental Plan 2023 has replaced existing Business and Industrial zones with Employment zones.

Please see *https://www.planningportal.nsw.gov.au/employment-zones* for more information.

Parramatta Development Control Plan (DCP) 2023
The City of Parramatta Council at its Ordinary Council Meeting on Monday 28 August 2023 adopted (with an amendment) the Parramatta 'Harmonisation' Development Control Plan (DCP) 2023

The Parramatta Development Control Plan (DCP) 2023 affects all land within the City of Parramatta Local Government Area, excluding Sydney Olympic Park.

The Parramatta Development Control Plan (DCP) 2023 will replace five (5) existing Development Control Plans (DCP)'s where they applied to land within the Parramatta LGA. These include:

- *Auburn Development Control Plan (DCP) 2010;*
- *Holroyd Development Control Plan (DCP) 2013;*
- *Hornsby Development Control Plan (DCP) 2013;*
- *Parramatta Development Control Plan (DCP) 2011; and,*
- *The Hills Development Control Plan (DCP) 2012.*

The new Parramatta Development Control Plan 2023 commenced on Monday 18 September 2023

Draft development control plan (DCP) controls for the Church Street North Precinct.
Between Monday, 29 April 2024 to Monday, 27 May 2024, Council is exhibiting Draft development control plan (DCP) controls for the Church Street North Precinct.

Further information can be found at https://participate.cityofparramatta.nsw.gov.au/ 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.

Note: Advisory Information regarding Combustible Cladding

External combustible cladding on multi-storey buildings has been identified in local government areas including the City of Parramatta. Combustible cladding is a material that is capable of readily burning.

You should make your own enquiries as to the type of materials that have been used to construct the building. It is recommended that the purchaser obtain a building report from an appropriately qualified person to determine if any cladding type material may pose a risk to the building's occupants. Council may issue orders to rectify a building where combustible cladding is found.

Properties that have combustible cladding on buildings are listed in the NSW Government Combustible Cladding Register. Please refer to https://www.claddingregistration.nsw.gov.au/ or call 1300 305 695 for further information regarding the NSW Government Combustible Cladding Register.

There is potential for combustible cladding to be present on buildings that are not listed on the Register.

Note: Advisory Information regarding Loose-Fill asbestos Insulation
Research undertaken by the Loose-Fill Asbestos Insulation Taskforce has determined that there is a potential for loose-fill asbestos insulation to be found in residential dwellings constructed prior to 1980 in 28 local government areas including the City of Parramatta.

Some residential homes located in the City of Parramatta may contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

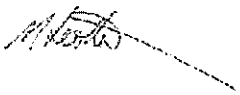
You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Please Contact NSW Fair Trading for further information.

This information has been provided pursuant to section 10.7(5) of the Environmental Planning and Assessment Act, 1979 as amended.

Gail Connolly
Chief Executive Officer

per



dated 22 July 2024