

Date 05/09/2013

**Planning Agreement**  
29 Hunter Street, Parramatta

**Parramatta City Council**  
ABN 49 907 174 773

and

**JKN Para 1 Pty Ltd**  
ACN 160 104 316

*[Handwritten signatures]*

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## Planning Agreement

Dated 05/09/2013

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### Parties

Name	<b>Parramatta Council</b> <b>ABN 49 907 174 773</b>
Address	30 Darcy Street, Parramatta, NSW
Facsimile	
Short name	<b>Parramatta</b>

Name	<b>JKN Para 1 Pty Ltd</b> <b>ACN 160 104 316</b>
Address	Shop 3, 143-147 Parramatta Road, Concord NSW
Facsimile	
Short name	<b>Developer</b>

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### Background

- A. Parramatta is a Consent Authority pursuant to the EPAA Act for the Development.
- B. The Developer is the owner, or is entitled to be the owner, of the Land.
- C. The Developer intends to carry out the Development.
- D. The parties wish to enter into a planning agreement in relation to the Developer's offer to provide the Public Benefits on the terms and conditions set out in this planning agreement.

*DC* *RDL*

*JN*

**It is agreed**

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**1. Planning agreement under the EPAA Act**

**1.1 Section 93F**

The parties agree that this document is a planning agreement governed by subdivision 2 of Division 6 of Part 4 of the EPAA Act.

**1.2 Application**

The planning agreement constituted by this document applies to the:

- 1.2.1 the Land; and
- 1.2.2 the Development.

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**2. Operation and Development Consent Lapsing**

**2.1 Planning Agreement Operation**

The parties agree that this planning agreement is effective and binding on the parties from the date on which Development Application is granted by the Consent Authority.

**2.2 Development Consent Lapsing**

2.2.1 This planning agreement will be at an end and taken to have been revoked and neither party will have any obligation to the other if the Development Consent:

- (a) lapses by the effluxion of time; or
- (b) is surrendered.

2.2.2 Each party will sign all documents and do all things reasonably required to procure the removal of this planning agreement as an encumbrance on the Register by appropriate notification or request if the Development Consent:

- (a) lapses by the effluxion of time; or
- (b) is surrendered.

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**3. Definitions**

In this planning agreement unless expressed or implied to the contrary:

**Business Day** means any day on which trading banks are open for business in New South Wales other than a Saturday, Sunday or a public holiday in New South Wales.

**Claimant** has the meaning given to that term in clause 11.1.

**Claim Notice** has the meaning given to that term in clause 11.1.

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*[Handwritten initials]*

**Consent Authority** means the governmental agency having the function to determine a development application.

**Dealing** has the meaning given to that term in clause 12.1.

**Defect** means a defect arising from materials or workmanship or design other than:

- (a) minor shrinkage;
- (b) minor settlement cracks; or
- (c) normal wear and tear.

**Defects Liability Period** means the period of 12 months from the date on which unencumbered freehold title to the Residential Unit is transferred to Parramatta

**Development** means the proposal of the general nature set out in Item 2 of Schedule 1 to be undertaken by the Developer.

**Development Application** means the application described in Item 3 of Schedule 1.

**Development Consent** means the determination in respect of the Development Application by the Consent Authority the terms of which appear in the notice of determination issued by the Consent Authority including all future modifications made under section 96 of the EPAA Act.

**Discretion** has the meaning given to that term in clause 5.1.

**Dispute Notice** has the meaning given to that term in clause 11.4.

**Draft Strata Plan** means the draft strata plan relating to the Land to be registered at the NSW Land and Property Information Office and in substantially the same form as set out in Schedule 2.

**EPAA Act** means the *Environmental Planning & Assessment Act 1979* (NSW).

**Finishes and Furnishings** means the finishes together with the fittings, fixtures and others items described in Schedule 3.

**Incoming party** has the meaning given to that term in clause 12.1.

**Item** means an item in Schedule 1.

**Land** means the land described in Item 1 of Schedule 1.

**Law** means:

- (a) the common law including the principles of equity; and
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws, or consents by a governmental agency.

**New Law** means a Law that is amended, varied or changed or a new Law either of which comes into force on or after the date of this planning agreement.

**planning agreement** means this document and includes all schedules and annexures to it.

JC ROL

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**Prescribed Rate** means the rate prescribed from time to time under the Uniform Civil Procedure Rules 2005 as the rate of interest on judgment debts, calculated daily and compounded on the last day of each month.

**Public Benefits** means the public benefits described in Item 4 of Schedule 1 to be delivered under this planning agreement.

**Register** means the Torrens Title register held by the New South Wales office of Land and Property Information.

**Residential Unit** means the land described in Item 5 of Schedule 1.

**Respondent** has the meaning given to that term in clause 11.1.

**Schedule** means a schedule to this planning agreement.

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## **4. Interpretation**

### **4.1 Governing Law and Jurisdiction**

This planning agreement is governed by and is to be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives any right to object to proceedings being brought in those courts.

### **4.2 Persons**

In this planning agreement, a reference to:

4.2.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;

4.2.2 a person includes the legal personal representatives, successors and permitted assigns of that person; and

4.2.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.

### **4.3 Joint and Several**

If a party consists of more than one person, this planning agreement binds them jointly and each of them severally.

### **4.4 Legislation**

In this planning agreement, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

### **4.5 Clauses and Headings**

In this planning agreement:

4.5.1 a reference to this planning agreement or other document includes this planning agreement or the other document as varied or replaced regardless of any change in the identity of the parties;

*AC* *ROZ*

*M*

- 4.5.2 a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this planning agreement all of which are deemed part of this planning agreement;
- 4.5.3 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- 4.5.4 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this planning agreement;
- 4.5.5 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- 4.5.6 where the expression **including** or **includes** is used it means 'including but not limited to' or 'including without limitation';
- 4.5.7 a reference to **governmental agency** means the Crown, any government, any governmental ministry or department, or any Crown, governmental, semi-governmental, statutory, parliamentary, administrative, fiscal, public, municipal, local, judicial or regulatory entity, agency, instrumentality, authority, court, commission, tribunal or statutory corporation having jurisdiction over or in respect of the Land or its use or both; and
- 4.5.8 a reference to any notice, claim, demand, consent, agreement, approval, authorisation, specification, direction, disclosure, notification, request, communication, appointment, or waiver being given or made by a party to this Agreement is a reference to its being given or made in writing, and the expression **notice** includes any of the foregoing.

**4.6 Severance**

- 4.6.1 If a provision in this planning agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 4.6.2 If it is not possible to read down a provision as required in this clause 4.6.2, in the interpretation of this planning that provision is to be construed as severable and does not affect the validity or enforceability of the remaining part of that provision or any other provision of this planning agreement.

**4.7 Business Day**

If a payment or other act is required by this planning agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

**4.8 Number and Gender**

In this planning agreement, a reference to:

- 4.8.1 the singular includes the plural and vice versa; and
- 4.8.2 a gender includes the other genders.





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**5. No Fetter**

**5.1 Discretion**

This planning agreement is not intended to operate to fetter, in any unlawful manner:

- 5.1.1 the sovereignty of the Parliament of the State of New South Wales to make any Law;
- 5.1.2 the power of the executive government of the State of New South Wales to make any statutory rules; or
- 5.1.3 the exercise of any statutory power or discretion of any Minister of the State of New South Wales or any governmental agency (including Parramatta),

(all referred to in this planning agreement as a '**Discretion**').

**5.2 No Fetter**

No provision in this planning agreement is intended to, or does, constitute any unlawful fetter of any Discretion. If, contrary to the operation of this clause 5, any provision of this planning agreement is held by Court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the parties agree:

- 5.2.1 they will take all practice steps, including the execution of any further documents to ensure the objective of this clause 5 is substantially satisfied;
- 5.2.2 in the event that clause 5.1 cannot be achieved without giving rise to unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this planning agreement has full force and effect; and
- 5.2.3 to endeavour to satisfy the common objectives of the parties in relation to the provision of this planning agreement which is held to be an lawful fetter to the extent that is possible having regard to the relevant Court judgement.

**5.3 Conflict**

In the event of any conflict between the exercise of a Discretion and the performance or obligations under this planning agreement, the former prevails.

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**6. Registration**

**6.1 Procure Registration**

The Developer must:

- 6.3.1 procure registration of this planning agreement on the Register pertaining to the Land no later than 20 Business Days after the date of this planning agreement in accordance with this clause 6 including obtaining the consent of any mortgagee or other person who has an interest in the Land; and
- 6.3.2 deliver to Parramatta a title search of the Land confirming registration of this planning agreement.



## **6.2 Effect of Registration**

The parties agree and acknowledge that if any of the Land is subdivided and sold, then all of the obligations of this planning agreement are jointly and severally binding on, and enforceable against, the owner of each subdivided parcel of land from time to time, on whose title this planning agreement is registered, as if each owner for the time being had entered into this planning agreement.

## **6.3 Release**

Parramatta agrees to provide a release and discharge of this planning agreement with respect to any part of the Land if the Developer requests a release and discharge of this planning agreement (whether in full or part) and:

- 6.3.1 in the case of a request for a full release and discharge, the Developer has complied with all its obligations under this planning agreement to Parramatta's satisfaction; or
- 6.3.2 in the case of a request for partial release and discharge, the Developer has, at the time of the request complied with its obligations under this planning agreement to Parramatta's satisfaction to the extent that they effect that part of the Land to which the partial release relates.

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## **7. EPAA Act Application**

### **7.1 Sections 94, 94A and 94EF of the EPAA Act**

Section 94, 94A and 94EF of the EPAA Act apply to the Development.

### **7.2 Benefits**

The benefits obtained by Parramatta under this planning agreement are not to be taken into consideration in determining any development contribution under section 94 or Section 94A of the EPAA Act in respect of the Development.

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## **8. Public Benefits**

### **8.1 Delivery**

The Developer must, at no cost to Parramatta, do all things required to deliver the Public Benefits in accordance with this planning agreement.

### **8.2 Public Purpose**

The Public Benefits are delivered to Parramatta for the purposes of inclusion in any initiative undertaken by Parramatta in connection with affordable housing under any policies adopted from time to time by Parramatta in connection with affordable housing or otherwise.

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## **9. Residential Unit**

### **9.1 Draft Strata Plan Registration**

The Developer must use its best endeavours to promptly:



9.1.1 undertake the Development and conduct the works necessary to construct the Residential Unit; and

9.1.2 cause registration of the Draft Strata Plan to be registered in the Register.

## 9.2 Works Obligations

The Developer must at its cost:

9.2.1 carry out and complete all works necessary to construct the Residential Unit in accordance with all approvals and consents relating to those works issued by any relevant governmental agencies having jurisdiction over or in respect of the works;

9.2.2 ensure that all works necessary to construct the Residential Unit are conducted in a proper and workmanlike manner so that they are structurally sound, fit for purpose, and suitable for their intended use; and

9.2.3 promptly notify Parramatta of any delays which it experiences in completing all works necessary to construct the Residential Unit.

## 9.3 Minor Variation

9.3.1 The parties acknowledge that for the purposes of this clause 9.3 that:

(a) a *minor variation* is a change which does not substantially, detrimentally and permanently affect the Residential Unit; and

(b) a *minor reduction in the area of the Residential Unit* means a reduction of not more than two per cent (2%) in the area of the Residential Unit as shown on the Draft Strata Plan and the plan as registered.

9.3.2 The Developer must not cause or permit to occur any

(a) change to the Residential Unit that is not a minor variation; or

(b) any reductions in the area of the Residential Unit that not a minor reduction in the area of the Residential Unit.

9.3.3 Parramatta must not make any claim in respect of:

(a) any minor variations or discrepancies in the position of the Residential Unit; and

(b) any minor reduction in the area or dimensions of the Residential Unit.

## 9.4 Further encumbrances

9.4.1 The Developer may create such easements, positive covenants and restrictions as to user (*Restrictions*) which are not shown on the Draft Strata Plan but which:

(a) the Developer considers reasonably necessary; or

(b) are required by any governmental agency Authority.

9.4.2 Parramatta is not entitled to make any claim against the Developer on account of any matter or thing in relation to the Restrictions that may be created pursuant to this clause 9.4.



## 9.5 Plan Registration Notification

The Developer must give Parramatta notice of registration of the draft Plan no later than 5 Business Days after the Draft Strata Plan is registered in the Register.

## 9.6 Ownership Transfer

No later than 10 Business Days after the Draft Strata Plan is registered in the Register the Developer must at its cost cause the transfer to Parramatta unencumbered freehold title to the Residential Unit and deliver to Parramatta:

9.6.1 vacant possession of the Residential Unit; and

9.6.2 a documentary evidence (including a certificate of title for the Residential Unit) that demonstrates the transfer to Parramatta of unencumbered freehold title to the Residential Unit.

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## 10. Defects Liability

### 10.1 Defects in the Developer's Works

If Parramatta notifies the Developer of a Defect in the Dedicated Land within the Defects Liability Period, the Developer must remedy that Defect to Parramatta's satisfaction, within a period allowed by Parramatta (acting reasonably).

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## 11. Dispute Resolution

### 11.1 Notice of Dispute

If a party claims that a dispute has arisen under this planning agreement (**Claimant**), it must give notice to the other party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**).

### 11.2 Claim Notice Response

Within 20 Business Days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

### 11.3 Negotiation

The nominated representatives must:

11.3.1 meet to discuss the matter in good faith within 10 Business Days after the Respondent has given a notice advising of its representatives; and

11.3.2 use reasonable endeavours to settle or resolve a dispute within 15 Business Days after they have met.

### 11.4 Further Notice

If the dispute is not resolved within 15 Business Days after the nominated representatives have met, either party may give to the other a notice calling for the termination of the dispute (**Dispute Notice**).

*DC*      *ROK*

*AN*

## 11.5 Mediation

The parties agree that a dispute will be mediated if it is the subject of a Dispute Notice, in which case:


- 11.5.1 the parties must agree to the terms of reference for the mediation within 5 Business Days of receipt of the Dispute Notice, the terms shall include a requirement that the mediation rules at the Institute of Arbitrators and Mediators Australia (NSW Chapter) applies;
- 11.5.2 the mediator will be agreed between the parties, or failing agreement within 5 Business Days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- 11.5.3 the mediator appointed pursuant to clause 11.5.2 must:
  - (a) have reasonable qualifications and practical experience in the area of the dispute; and
  - (b) have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose and such interest or duty before his appointment;
- 11.5.4 the mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- 11.5.5 the parties must within 5 Business Days of receipt of the Dispute Notice notify each other if their representatives will be involved in the mediation;
- 11.5.6 the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which the subject of the mediation settlement for the purpose of enforcing that mediation settlement;
- 11.5.7 in relation to costs and expenses:
  - (a) each party will bear their own professional and expert costs incurred in connection with the mediation; and
  - (b) the costs of the mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full cost of the mediation be borne by that party.

## 11.6 Litigation

If a dispute is not finally resolved in accordance with this clause 12.6, either party is at liberty to litigate the dispute.

## 11.7 Continue to Perform Obligations

Each party must continue to perform its obligations under this planning agreement, notwithstanding the existence of a dispute.



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## 12. Assignment and Other Dealings

### 12.1 Land Owner Dealings

Prior to the registration of the planning agreement under clause 6, the Developer must not sell, transfer, assign, mortgage, lease or otherwise deal with (**Dealing**) its right, title and interest in the Land (if any) or its rights and obligations under this planning agreement, or allow any interest in them to arise or be varied, in each case, without Parramatta's consent and unless, before any such sale, transfer, assignment, charge, encumbrance or novation, the Developer:

- 12.1.1 gives Parramatta not less than 10 Business Days' notice of the proposed Dealing; and
- 12.1.2 procures that the transferee, assignee or novatee (**incoming party**) signs and delivers to Parramatta prior to any such Dealing taking effect, a deed in favour of the Developer in form and substance acceptable to Parramatta whereby:
  - (a) the incoming party becomes contractually bound to perform all of the Developer's obligations (including obligations which ay have arisen before the transfer, assignment or novation takes effect) and have the benefit of all the Developer's rights under this planning agreement; and
  - (b) the Developer agrees to pay the legal costs and expenses incurred by Parramatta in connection with the negotiation, preparation and signature of such deed.

### 12.2 Restriction on Transfer of Shares

If the Developer is a corporation (other than a corporation listed on the Australian Stock Exchange (**ASX**)), a change in effective control of the Developer (by way of change in shareholding ownership or otherwise) is deemed to be a dealing for the purposes of clause 12.1 and the requirements of clause 12.1 apply.

### 12.3 Sale Notification

The Developer must give Parramatta a written notice advising Parramatta of the sale or transfer of the Land no later than 10 business days after any such sale or transfer.

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## 13. Costs, GST and Interest

### 13.1 Preparation Costs

No later than 10 Business Days after being given a demand by Parramatta, the Developer must pay all Parramatta's reasonable legal and administrative costs and expenses in relation to:

- 13.1.1 the negotiation, preparation and signature of this planning agreement;
- 13.1.2 the giving effect to this planning agreement;
- 13.1.3 any enforcement of the rights conferred under this planning agreement; and
- 13.1.4 the costs of any expert determination carried out under this planning agreement.



## **13.2 Advertising Costs**

The Developer agrees to pay or reimburse the costs and expenses incurred by Parramatta in connection with the advertising and exhibiting this planning agreement in accordance with the EPAA Act.

## **13.3 GST**

- 13.3.1 In this clause 13.3 words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 13.3.2 Except as otherwise provided by this clause 14.3, all consideration payable under this planning agreement in relation to any supply is exclusive of GST.
- 13.3.3 If GST is payable in respect of any supply made by a supplier under this planning agreement, subject to clause 13.3.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this planning agreement.
- 13.3.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under this clause 13.3.

## **13.4 Interest**

If the Developer does not pay any other moneys payable under this planning agreement on time, the Developer must pay interest at the Prescribed Rate on the outstanding amount for the period from the day the unpaid money was due until it is paid. The interest must be paid to Parramatta no later than 10 Business Days after Parramatta has given the Developer a demand for any interest.

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## **14. Notices**

### **14.1 Service of Notice**

A notice or other communication required or permitted, under this planning agreement, to be served on a person must be in writing and may be served:

- 14.1.1 personally on the person;
- 14.1.2 by leaving it at the person's current address for service;
- 14.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 14.1.4 by facsimile to the person's current number for service.

### **14.2 Particulars for Service**

- 14.2.1 The particulars for service of each party are set out on page one of this planning agreement under the heading 'parties'.
- 14.2.2 A party may change the address, facsimile or email number for service by giving notice to the other party.
- 14.2.3 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.



### 14.3 Time of Service

A notice or other communication is deemed served:

- 14.3.1 if served personally or left at the person's address, upon service;
- 14.3.2 if posted within Australia to an Australian address, 2 Business Days after posting and in any other case, 5 Business Days after posting;
- 14.3.3 if served by facsimile, subject to clause 14.3.4, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 14.3.4 if received after 6.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

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### 15. Approvals and Consents

The parties acknowledge that:

- 15.1.1 except as otherwise stated in this planning agreement and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this planning agreement in that party's absolute discretion and subject to any conditions determined by the party;
- 15.1.2 a party is not obliged to give its reasons for giving or withholding approval or consent or for giving approval or consent subject to conditions; and
- 15.1.3 this planning agreement does not impose any obligations on a governmental agency to:
  - (a) grant a development consent where it is acting as a Consent Authority; or
  - (b) exercise any function under any Laws (including the EPAA Act).

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### 16. Representations and Warranties

The parties represent and warrant that they have the power to enter into this planning agreement and comply with their obligations under this planning agreement and that entry into this planning agreement will not result in the breach of any Law.

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### 17. New Laws

If the Developer is obliged by a New Law to do something to pay an amount which it is already contractually obliged to do or pay under this planning agreement then, to the extent only that the relevant obligation is required under both the New Law and this planning agreement, compliance with the New Law will constitute compliance with the relevant obligation under this planning agreement.

Two handwritten signatures in black ink, one larger and more stylized, the other smaller and more legible.Handwritten initials in black ink, possibly 'CN'.



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**18. General**

**18.1 Amendment**

This planning agreement may only be varied or replaced by a planning agreement duly signed by the parties.

**18.2 Entire Understanding**

This planning agreement contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this planning agreement and have no effect.

**18.3 Further Assurance**

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this planning agreement.

**18.4 Waiver and Exercise of Rights**

18.4.1 A single or partial exercise or waiver of a right relating to this planning agreement does not prevent any other exercise of that right or the exercise of any other right.

18.4.2 No party will be liable for any loss or expenses incurred by the other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

**18.5 No Relationship**

18.5.1 No party to this planning agreement has the power to obligate or bind any other party.

18.5.2 Nothing in this planning agreement will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties.

18.5.3 Nothing in this planning agreement will be deemed to authorise or empower a party to act as agent for the other party.



# Signing Page

Executed by the parties

THE OFFICIAL SEAL of PARRAMATTA CITY COUNCIL was affixed in the presence of \_\_\_\_\_, and the sealing is attested by:

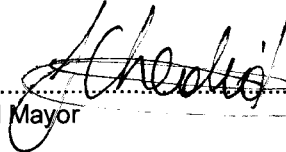
THE COMMON SEAL OF THE COUNCIL OF THE CITY OF PARRAMATTA WAS HEREUNTO AFFIXED THIS 30 DAY OF AUGUST 2013 PURSUANT TO A RESOLUTION OF COUNCIL PASSED AT ITS MEETING HELD ON THE 26 DAY OF AUGUST 2013. MINUTE 14085



Chief Executive Officer

ROBERT LANG

Name of Chief Executive Officer



Lord Mayor

Cr John Chedid

Name of Lord Mayor

EXECUTED by JKN PARA 1 PTY LTD in accordance with Section 127 of the Corporations Act 2001 in the presence of:



Signature of Secretary/Director

Signature of Director

Name of Secretary/Director

JEAN NASSIF  
Name of Director



# Schedule 1

## Reference Schedule

Item	Name	Description
1	Land	The land comprised in Lot 20 DP 740212 and known as 29 Hunter Street, Parramatta, NSW.
2	Development	The mixed use development involving demolition of existing structures and the construction of improvements comprising basement car parking, podium level retail and commercial uses together with a residential tower authorised by development consent DA/155/2011 (as modified).
3	Development Application	Development Application No. DA/173/2013 to construct an additional five (5) storeys (and other minor changes) to an approved mixed use development (DA/155/2011 as amended) and includes all plans, reports, models, photomontages, material boards approved by the Consent Authority.
4	Public Benefits	The transfer to Parramatta of unencumbered freehold title of the Residential Unit.
5	Residential Unit	That part of the Land identified as unit 102 and 1 car space on Basement Level 1 in the Draft Strata Plan (Schedule 2) including the Finishes and Furnishings (Schedule 3).



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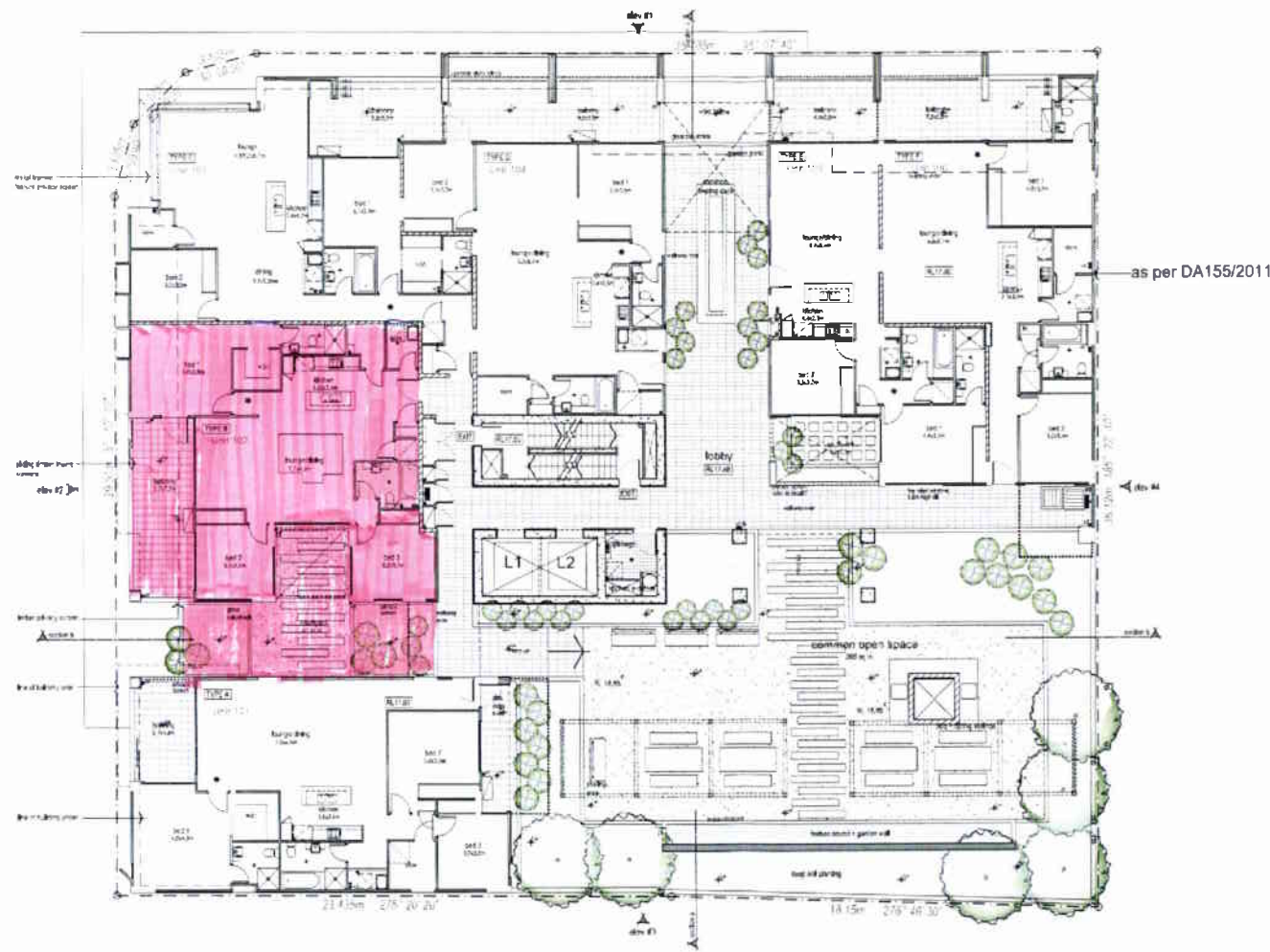
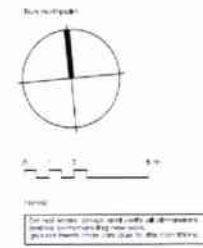
## Schedule 2

Residential Unit

*AP* *RR*

*M*





**LEGEND**  
**EXTERNAL WORKS MATERIALS**

- Common Non-Slip Tiles
- Timber Decking - Timber Boardwalk
- Ornamental Gravel
- Feature Pond and Water Feature
- Concrete Striping Patterns (various styles)
- Feature Strip - 150 Sealed Wall
- Stone Garden Paving
- Timber Privacy Screen - Balustrade
- Retaining Trees - Retained
- Lifting Trees - Retained

4. Based on development application 15/100/15/15	PLUM 11
5. Podium Level	PLUM 11
6. Podium Level	PLUM 11

**architex**  
 51 George Street  
 Sydney NSW 2000  
 Tel: 6465 5088  
 Fax: 6465 1000  
 www.architex.com.au

**DEVELOPMENT APPLICATION**

Project: Mixed Use Development		
Project Address: 29 Hunter Street Paramatta		
Client: Toplace Pty. Ltd.		
Title: Podium Level 1		
Date: 19/11/2015	Scale: 1:100 (S.A.)	Revision: A
Drawn by: 1941	Checked by: DA06	Approved by: A

Legend
Structural Floor Level
Finished Ground Level

Podium Level 1

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**BASEMENT LEVEL 1**



- CS CARSPACE
- DCS DISABLED CARSPACE
- VP VISITOR PARKING (CP)
- CP COMMON PROPERTY
- D DUCT (CP)
- S STORE

**PRELIMINARY ONLY**

THIS PLAN IS PREPARED FROM ARCHITECTURAL DRAWINGS.  
 BY ARCHITEX DATED 15.11.12  
 REF: 1941 DWGS 200-203 AND 300-311 ISSUE P6  
 CHANGES MAY OCCUR DURING CONSTRUCTION.

DIMENSIONS AND AREAS ARE APPROXIMATE ONLY AND  
 ARE SUBJECT TO FINAL SURVEY.

THIS PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR  
 REGISTERED BY THE LAND TITLES OFFICE.  
 ALTERATIONS MAY BE REQUIRED PRIOR TO ITS ACCEPTANCE  
 AND REGISTRATION.

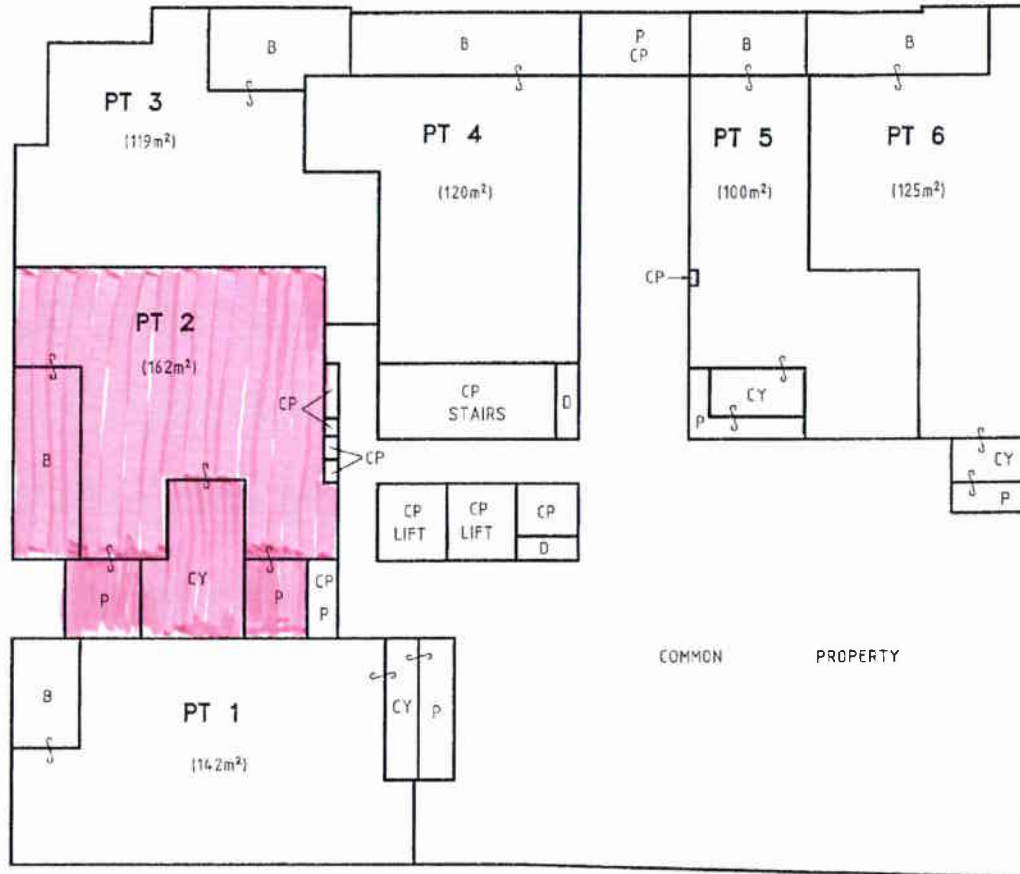
**PRELIMINARY PLAN 13/12/2012**

Surveyor: .....	Registered:	<b>SP</b>
Surveyors Ref: 7332/09 .....		
Subdivision No: .....		
Lengths are in metres. Reduction Ratio 1:		

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LEVEL 1



- B BALCONY
- CY COURTYARD
- P PLANTER
- CP COMMON PROPERTY
- D DUCT (CP)



THE STRATUM OF THE BALCONIES & PLANTERS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

**PRELIMINARY ONLY**

THIS PLAN IS PREPARED FROM ARCHITECTURAL DRAWINGS BY ARCHITEX DATED 16.11.12 REF: 1941 DWGS 200-203 AND 300-311 ISSUE P6 CHANGES MAY OCCUR DURING CONSTRUCTION.

DIMENSIONS AND AREAS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY.

THIS PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY THE LAND TITLES OFFICE. ALTERATIONS MAY BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION.

**PRELIMINARY PLAN 13/12/2012**

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 5 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT, EXCEPT WHERE COVERED WITHIN THESE LIMITS, AND IN DEPTH TO 3 METRES BELOW THE AFOREMENTIONED UPPER SURFACE, EXCEPT WHERE THERE IS A CONCRETE BASE.

Surveyor: .....

Registered:

Surveyors Ref: 7332/09 .....

**SP**

Subdivision No: .....

Lengths are in metres. Reduction Ratio 1:



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## Schedule 3

### Finishes and Furnishings

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29 Hunter St, Parramatta

Internal Finishes Schedule

INTERNAL FINISHES

APARTMENTS

Ref	Item	Location	Type	Finish / Colour / Code		
<b>Kitchen</b>						
	Kick Plate	Kick Plate	Brushed aluminium Kickboard	100mm high Colour: 'Gunmetal'		
	Floor Tile		Porcelain tile	600x600mm CTFSWP Polished Porcelain tiles		
	Bench Tops	Bench top	20mm Caesarstone			
	Joinery cupboard doors		Polyurethane	Colour: Polytech "Designer White" to all exposed surfaces.		
	Splashback	Splashback	20mm Caesarstone			
	Oven	SMEG Oven	60cm Quattra Oven with clock	Stainless steel	SA578X-9-C	SMEG
	Cooktop	SMEG Cooktop	3 Gas/Wok Cooktop with CI trivets and flame failure	Stainless Steel	CIR66XS	SMEG
	Rangehood	SMEG Rangehood	60cm recirculating rangehood	Stainless Steel	SAH460SS-C	SMEG

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**29 Hunter St, Parramatta**

**Internal Finishes Schedule**

Ref	Item	Location	Type	Finish / Colour / Code		
	Dishwasher	SMEG Dishwasher	60cm underbench dishwasher	Stainless Steel	DWAU149X	SMEG
	Sink		Prestige SS Double Bowl Sink			
	Sink Tapware	Look Tapware				
	Lights		Downlights			
<b>Bathrooms &amp; Ensuites</b>						
	Floor Tile		Ceramic tile	300x300mm CTFATM		
	Vanity and Basin	Duraplex Vanity		White		
	Mirror	From vanity bench top, nom. 1m high, full width to match vanity	Frameless Mirror with concealed fixings	N/A		
	Wall Tile		Ceramic Tile	600 Lx 300 H mm CTFRGW Gloss White		
	Feature Wall Tile		Mosaic	300 x 300mm CTFATM Mosaics		
	Floor Waste		100mm square polished chrome finish to brass floor waste			

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**29 Hunter St, Parramatta**

**Internal Finishes Schedule**

Ref	Item	Location	Type	Finish / Colour / Code		
	Paint Finish	Doors & frames	Satin enamel paint finish	Colour: Natural White PCWF5, 73711		
	Paint Finish	Ceiling	Low sheen acrylic	Colour: Lexicon PW1.G9		
	Toilet Suite	Caroma	Banksia Wall faced Close Coupled Suite	White		
	Baths (if applicable)	Decina	Recline bath	White		
	Sink Tapware	Look Tapware				
	Accessories (towel rail & toilet roll holder)	Caroma	Cosmo range			
	Lights	Downlights				
<b>Laundries</b>						
	Floor Tile		Porcelain tile	600x600mm CTFSWP POLISHED Porcelain tiles		
	Wall Tile	Wall Full Height tiles on all sides	Ceramic Tile	600 Lx 300 H mm CTRGW Gloss White		
	Floor Waste		100mm square polished chrome finish to brass floor waste			

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**29 Hunter St, Parramatta**

**Internal Finishes Schedule**

Ref	Item	Location	Type	Finish / Colour / Code		
	Paint Finish	Doors & frames	Satin enamel paint finish	Colour: Natural White PCWF5, 73711		
	Paint Finish	Ceiling	Low sheen acrylic	Colour: Lexicon PW1.G9		
	Laundry Tub	Banksia	Stainless Steel Tub			
	Tapware	Look Tapware				
	Lights	Downlights				
	Dryer	Simpson dryer		39P400M		Simpson
	<b>A/C Cupboards</b>					
	Floor Tile	Off Living/Dining, Corridor or Kitchen Areas	Porcelain tile	600x600mm CTFSWP POLISHED Porcelain tiles		
	Walls		Low sheen washable	Colour: Natural White PCWF5, 73711		
	Skirting	Selected Timber Skirting Profile	Gloss	Colour: Natural White PCWF5, 73711		
	Paint Finish	Ceiling	Low sheen acrylic	Colour: Lexicon PW1.G9		
	<b>Unit Entry Area</b>					

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**29 Hunter St, Parramatta**

**Internal Finishes Schedule**

Ref	Item	Location	Type	Finish / Colour / Code		
	Floor Tile		Porcelain tile	600x600mm CTFSWP POLISHED Porcelain tiles		
	Walls		Low sheen washable	Colour: Natural White PCWF5, 73711		
	Skirting	Selected Timber Skirting Profile	Gloss	Colour: Natural White PCWF5, 73711		
	Ceiling Paint Finish	Ceiling	Flat acrylic	Colour: Lexicon PW1.G9		
	Lights	Downlights/Oyster				
<b>Living + Dining Room + Corridor within units</b>						
	Floor Tile		Porcelain tile	600x600mm CTFSWP POLISHED Porcelain tiles		
	Walls		Low sheen washable	Colour: Natural White PCWF5, 73711		
	Skirting	Selected Timber Skirting Profile	Gloss	Colour: Natural White PCWF5, 73711		
	Ceiling		Flat acrylic	Colour: Lexicon PW1.G9		
	Paint Finish	Doors & frames	Satin enamel paint finish	Colour: Natural White PCWF5, 73711		
	Lights	Oyster				

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**29 Hunter St, Parramatta**

**Internal Finishes Schedule**

Ref	Item	Location	Type	Finish / Colour / Code		
<b>Bedrooms + Study Rooms</b>						
	Walls		Low sheen washable	Colour: Natural White PCWF5, 73711		
	Skirting	Selected Timber Skirting Profile	Gloss	Colour: Natural White PCWF5, 73711		
	Ceiling		Flat acrylic	Colour: Lexicon PW1.G9		
	Carpet		Condo Plush carpet	Colour: 188 4802 Old Wood		
	Paint Finish	Doors & frames	Satin enamel paint finish	Colour: Natural White PCWF5, 73711		
	Wardrobe Full Height Sliding Doors		Mirrored sliding door	Natural anodised finish to door frames, mirror doors.		
	Lights	Oyster				
<b>Linen / Storage Cupboards/ Shelves Unit/ Wardrobes</b>						
	Walls		Low sheen washable	Colour: Natural White PCWF5, 73711		
	Ceiling		Flat acrylic	Colour: Lexicon		

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**29 Hunter St, Parramatta**

**Internal Finishes Schedule**

Ref	Item	Location	Type	Finish / Colour / Code		
	Carpet		Condo Plush carpet	PW1.G9 Colour: 188 4802 Old Wood		
	Paint Finish	Joinery Doors & Frames	Satin enamel paint finish	Colour: Natural White PCWF5, 73711		
	Shelves			Colour: 'Classic White'		
<b>Balconies</b>						
	Floor Tile		Vitrified Tile	300x300mm CTFQM R11 Slip Resistance		
	Lights	Oyster				
<b>Security</b>						
		Access Control Intercom	Audio Intercom	Wall mounted adjoining living/dining		
<b>Airconditioning</b>						
		Throughout		Fully ducted reverse cycle air conditioning		

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**29 Hunter St, Parramatta**

**Internal Finishes Schedule**

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Ref	Item	Location	Type	Finish / Colour / Code		
<b>Blinds</b>						
				Vertical Blinds throughout		

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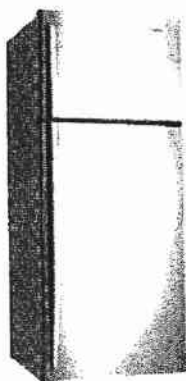


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## 440L TOP MOUNT FRIDGE WTM4404SB



Stainless steel, 440L top mount fridge, with bar handles, fully adjust frost-free

Share Print



Energy

minimise



AUSTRALIAN MADE

Part of the Westinghouse range of appliances, this fridge is designed to complete your kitchen.

Completes the seamlessly designed range of ovens, cooktops, dishwashers, rangehoods and microwaves

Ice and Serve

Twist Ice and Serve is an easy way to dispense ice

Easy glide telescopic crisper bins

Easy glide telescopic crisper bins give the whole family quick and easy access with minimal effort

### TECHNICAL FEATURES

Domestic warranty details (yrs)	2
Additional domestic warranty to cover replacement of parts for the sealed refrigeration system (yrs)	3
Refrigerator Type	top mount
Exterior door finish	stainless steel
Handle design	bar handle
Fridge door opening	left or right
Cooling system	frost free
Refrigerant	R600a

### DIMENSIONS

Total height (mm)	1720
Cabinet height (mm)	1702
Total width (mm)	703
Cabinet width (mm)	690
Total depth (mm)	725
Cabinet depth (mm)	612
Depth door open 90degree (mm)	1350

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FRIDGE THAT FITS YOUR FAMILY

Multi-adjustable interiors with Spillsafe™ glass shelves gives you over 20 shelving and door bin positions and isolate leaks

Food compartment capacity (gross in litre) (mm)	339	›
Total Capacity (L)	440	›
<b>ENERGY</b>		
Energy Star Rating New	2.5	›
Energy consumption (KWhr/yr)	484	›
<b>REFRIGERATOR SYSTEM</b>		
Controls	manual	›
Controls location	internal	›
Controls type	rotary	›
<b>FOOD COMPARTMENT</b>		
Full width compartment	1	
Repositionable (by moving shelf)	Yes	
Shelf material	glass	
Number of shelf levels	3	
Type of shelf	spill safe shelf,adjustable shelf	
Full width crisper	1	
Crisper features	humidity controlled	
<b>FOOD COMPARTMENT DOOR</b>		
Full width dairy, one lid	1	
Utility drawer	1	
Storesave drawer with child latch	1	
<b>FREEZER COMPARTMENT</b>		
Ice cube tray	3	
Ice cube storage bin	1	
Shelving	glass shelf	
Type of shelf	spill safe shelf,adjustable shelf	
Half width shallow freezer drawer	0	
<b>FREEZER DOOR</b>		
Freezer door bins - full width	2	

Our newest arrival  
The new 90cm electric underbench oven with 10 functions,125L gross capacity and Twin Fan System for even cooking



Open up to a Bigger Better Way of Cooking  
Preparing large family feasts and entertaining friends has just become a whole lot easier...



Why regist Westingho product?  
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## DWAU149X

Smeg 60cm underbench dishwasher

EAN13: 8017709151607

stainless steel door, silver control panel

598mmW x 570mmD x 888mmH max

12.6 litre capacity

14 placesettings

30cm max plate diameter

45,50,65,70°C wash temperatures

five programs —

soak, normal ECO 45°C, ECO 50°C, intensive 65°C, Ultraclean

grey rilson baskets

upper: 3-level adjustment, EasyGlide

lower: single tilting rack

orbital wash system

upper spray arm

six wash directions

natural condenser drying

3-6-9-hour delay timer

5-stage fillration

Total ACQUASTOP

LED on/off light

end-cycle acoustic indicator

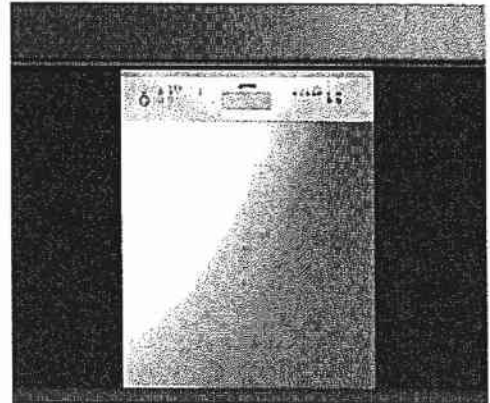
self-balancing hinges

45 dBA noise level

1.9 kWh, 10 amps

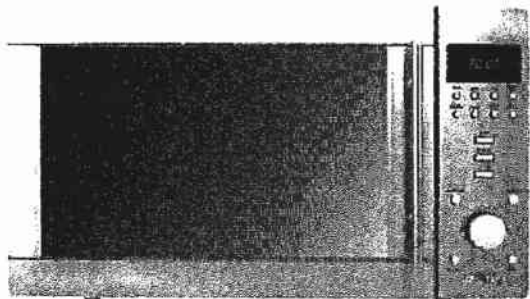
warranty

two years parts and labour



### Functions





<b>EAN</b>	<b>9345025000057</b>
size	344mmH x 560mmW x 440mmD (+33mm handle)
capacity	34 litres
turntable	345mm diameter, tempered glass
power levels	10
timer	99 minutes
power output	1000W microwave
electrical connection	suitable to plug into standard 10 amp GPO
warranty	two years parts and labour

### 3D COOKING

The enamel interior includes two concave impressions in the rear wall and three in the left interior wall opposite the magnetron energy source in the upper right wall. These altered surfaces improve the reflective and refractive penetration of microwave energy in heating, cooking and defrosting.

### KITCHEN TIMER

Even when the microwave oven is not being used for cooking, the minute minder, with audible beeping at the end of the selected time, has multipurpose benefits in the kitchen — eg, timing a simmer or boil on the cooktop.

### DIGITAL CLOCK

Time of day can be displayed in either 24-hour or 12-hour framing, and changed simply with the press of a button.

### DEFROST BY TIME

When time is selected, the automatic cycle divides the thawing into periods of alternating defrosting and standing times by cycling on and off. The maximum time is 99 minutes.

### DEFROST BY WEIGHT (AUTO DEFROST)

Simply enter the known weight of the food to be thawed and the guesswork about the correct time is eliminated. Weights to be entered vary from 200 grams to 3000 grams.

### SEQUENCE PROGRAMMING

Cook in two stages — a specific power level and duration followed by a different power level and time. Defrosting (weight or time) can also be automatically followed by one or two-stage cooking.

### ONE-TOUCH COOKING

Appropriate power levels and times are already preprogrammed — frozen vegetables, select 200g or 400g  
pasta, select one or two servings  
frozen pizza, select 200 or 400g

### DISH WARMER

Reheat safely — without the chance of overcooking an already prepared and plated meal.

### AUTO COOK

Again, appropriate power levels and times have been preprogrammed.

### SPEEDY COOK

Automatic full power in 30 second increments to five minutes maximum.

### LESS, MORE

According to desired results, increase or decrease cooking or defrosting times in multiples of one minute to a maximum of 99 minutes.

### SAFETY LOCK

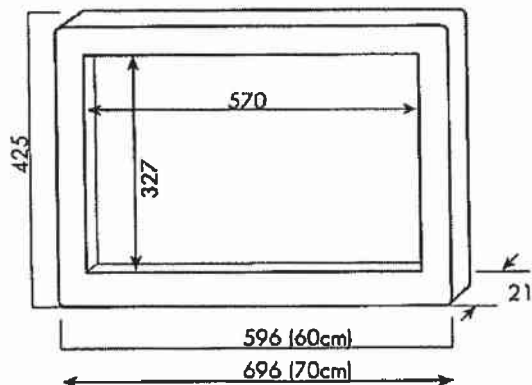
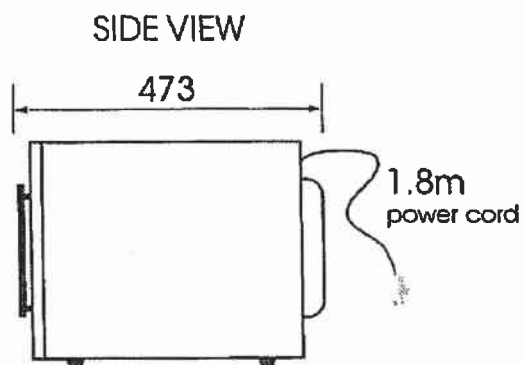
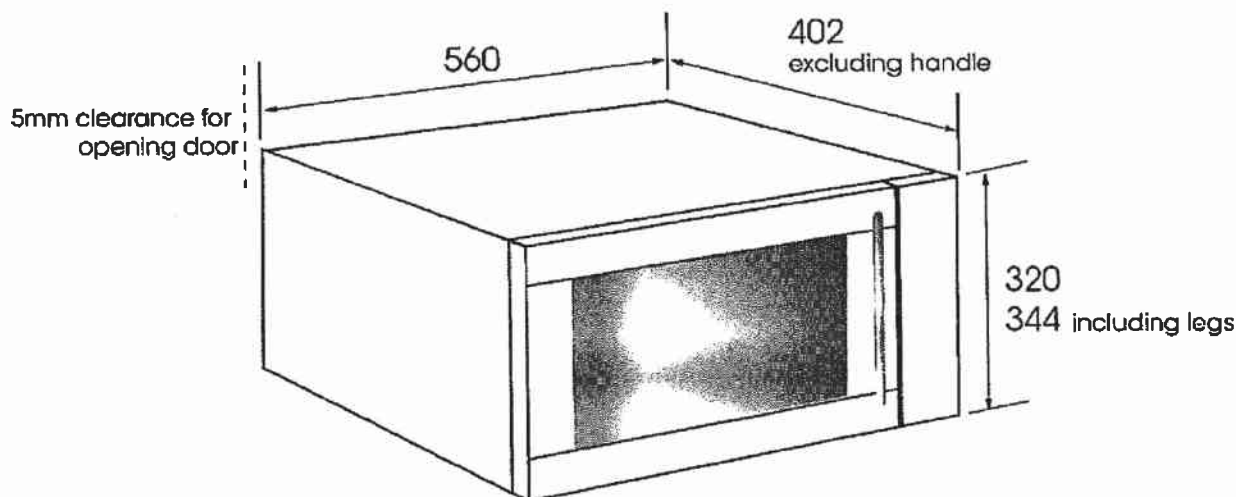
The controls can be shut down electronically to prevent unwanted access to any functions, particularly by children.




SA37X

Smeg 34-litre microwave oven

pocketed dimensions	630mm x 495mm x 395mm = 0.123m <sup>3</sup>
weight	18.5kg gross, 17kg net
oven cavity	240mmH x 369mmW x 390mmD = 34.54 litres
power supply	240 volt, 50 Hz
microwave consumption	1400 watt
microwave output	1000 watt
maximum current	5.83 amp
frequency	2450 MHz
power cord	1.85 metres
supplied	345mm diameter tempered glass turntable, instruction booklet for operation, maintenance and cooking instructions



**TRIMKITS**

60cm stainless steel trimkit, STK60X34

70cm stainless steel trimkit, STK70X34

WARNING: technical specifications and product sizes can be varied by the manufacturer, without notice. Cutouts for appliances should only be by physical product measurements. The above information is indicative only.

ID080812  
Code SA37X






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Home \ Products \ Front loader Washing \ SWF85561

## SIMPSON EZI SENSOR FRONT L SWF85561

Simpson Ezi Sensor Front Load Washing Machine 5.5kg



### Key Benefits

**You are only using the water you really need**  
4 WELS star rated water efficiency means you only use the water you need

#### Fast wash option

Washing time adjusted according to the type of fabric and selected temperature

#### Starts working while you are at work or asleep

You can time your wash around your lifestyle, load your washing in the morning before work and have it ready when you return home

#### Options that you can really use

Pre-wash to remove heavily soiled clothes, economy option to reduce water usage, delicates and handwash wash programs

### Specifications

#### PRODUCT PROFILE

Domestic warranty details (yrs)	2
Front Loader Type	Front Loader
Capacity (Kg)	5.5

#### DIMENSIONS

Total height (mm)	850
Total width (mm)	600
Total depth (mm)	540
Depth with hoses (mm)	0

#### ENERGY

Energy Star Rating	3
Energy Consumption Warm (KWhr/yr)	302
Water efficiency star rating	4
Water consumption (litres)	56

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### 39P400M

[Where to buy](#)

39P400M dryer with a 4kg, rotary control, painted enamel drum, large EZI loading door and directional front vent grill

[Recommend](#) Sign Up to see what your friends recommend.



#### Compatible Products

minimum 2

#### PRODUCT PROFILE

Domestic warranty details (yrs)	1
Dryer Type	Exhaust venting front/rear
Capacity (kg)	4
Wall mount option	yes

#### DIMENSIONS

Total height (mm)	800
Total width (mm)	602
Total depth (mm)	525

#### ENERGY

Energy Star Rating	1.5
Energy consumption (kWh/yr)	189

#### CONTROLS

Type of controls	rotary
------------------	--------

#### BUTTON FUNCTIONS

Functions	power on/off
-----------	--------------

#### DRYING PROGRAMS

Drying Programs	timed programs
Venting	optional rear venting directional front vent grille

#### DOOR

Door/Door colour	white
------------------	-------

#### CABINET

Cabinet Colour	white
Cabinet material	painted galvanized steel

- Front lint filter
- Directional front vent grill
- Optional rear venting grill
- Remote element
- Safety thermostat heater
- Child safety lock door
- Wall mounting kit

[Product brochure](#)

[Product brochure](#)

[User manual](#)

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