

Date 27/05/2015

Planning Agreement

Parramatta City Council
ABN 49 907 174 773

Merfad Capital Pty Ltd
ACN 153 628 472

Three handwritten signatures in black ink are present on the right side of the page. The top signature is a large, stylized 'H'. Below it is a smaller signature that appears to be 'S'. To the left of these two is another signature that looks like 'J'. At the bottom right, there is a signature that appears to be 'S/AYAS'.

Contents

Parties	4
Background	4
Operative part	5
1 <i>Definitions</i>	5
2 <i>Interpretation</i>	6
3 <i>Planning Agreement under the Act</i>	8
4 <i>Application of this Agreement</i>	8
5 <i>Operation of this Agreement</i>	8
6 <i>Contributions to be made under this agreement</i>	8
6.1 The Council Strata Lot	8
6.2 Maintenance of the Council Strata Lot	9
7 <i>Application of sections 94, 94A and 94EF of the Act</i>	9
8 <i>Registration of this Agreement</i>	10
8.1 Registration of this agreement	10
8.2 Removal from Register	10
8.3 Caveat	11
9 <i>Dispute Resolution</i>	12
9.1 Reference to Dispute	12
9.2 Notice of Dispute	12
9.3 Representatives of Parties to Meet	12
9.4 Further Notice if Not Settled	12
9.5 Mediation	12
9.6 Expert determination	13
9.7 Litigation	14
9.8 No suspension of contractual obligations	14
10 <i>Security and Enforcement</i>	14
10.1 Transfer Documents	14
10.2 Bank Guarantee	15
10.3 Restriction on the issue of Certificates	17
10.4 Occupation Certificate	17
10.5 General Enforcement	17

11	<i>Review</i>	18
12	<i>Assignment and Transfer of Land</i>	18
13	<i>No fetter</i>	19
	13.1 Discretion	19
	13.2 No fetter	19
14	<i>Notices</i>	19
	14.1 Notices	19
	14.2 Notices sent by email	20
	14.3 Receipt of Notices sent by email	21
15	<i>General</i>	21
	15.1 Relationship between parties	21
	15.2 Time for doing acts	21
	15.3 Further assurances	22
	15.4 Variation	22
	15.5 Counterparts	22
	15.6 Legal expenses	22
	15.7 Entire agreement	22
	15.8 Invalidity	22
	15.9 Waiver	22
	15.10 Governing law and jurisdiction	23
	15.11 GST	23
	Schedule 1 Construction Terms	24
	Annexure A Plans Showing the Council Strata Lot	31
	Annexure B Schedule of Finishes	35

Agreement

Date 27/05/2015

Parties

First party

Name Parramatta City Council (**Council**)
ACN 49 907 174 773
Contact The Chief Executive Officer
Telephone (02) 9806 5050

Second party

Name Merfad Capital Pty Ltd (**Developer**)
ACN 153 628 472
Contact Sam Fayad
Telephone 9687 2376

Background

- A. The Developer owns the Land.
- B. The Developer submitted a Development Application and the Council has granted the Development Consent.
- C. The Development of the Land will exceed the permitted maximum building height and floor space ratio under the LEP by 5% (taking into account the 10% variation permitted under clause 22B of the LEP).
- D. The Developer has sought a variation to the development standards for building height and floor space ratio in accordance with clause 24 of the LEP.
- E. The Council has adopted the *Affordable Housing Policy, May 2009* and the *Affordable Housing Implementation Plan, May 2009*, which identify a lack of supply of affordable housing in the Parramatta Local Government Area and provide mechanisms, including planning incentives through voluntary planning agreements, to increase the amount of affordable rental housing available in Parramatta.
- F. The Developer has made an offer to enter into a planning agreement with Council requiring the Developer to dedicate a two bedroom unit with a car space and balcony for the purposes of affordable housing. The Developer has also offered to fit out the unit to include a dishwasher, washing machine and clothes dryer.
- G. Council has accepted the offer, and the Development Consent requires an agreement in the terms of the offer to be registered against the title to the land prior to the issue of a Construction Certificate for the Development.

- H. The Parties wish to formalise the terms of the offer to enter into a planning agreement by entering into this agreement in accordance with section 93F of the Act.

Operative part

1 Definitions

In this agreement, unless context indicates a contrary intention:

Act means the *Environmental Planning and Assessment Act 1979* (NSW);

Address means a party's address set out in the Notices clause of this agreement;

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this agreement;

Approved Development means development approved under development consent DA694/2011 for the construction of a 19 storey mixed use development on the Land, comprising retail commercial space at ground level, 265 residential units and basement carparking;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

Bank Guarantee means an irrevocable and unconditional undertaking by one of the following trading banks:

- (a) Australia and New Zealand Banking Group Limited;
- (b) Commonwealth Bank of Australia;
- (c) Macquarie Bank;
- (d) National Australia Bank Limited;
- (e) St George Bank Limited;
- (f) Westpac Banking Corporation; or
- (g) Other financial institution approved by the Council,

to pay an amount or amounts of money to the Council on demand and containing terms and conditions reasonably acceptable to the Council;

Business Day means a day on which banks are open for general banking business in Sydney, excluding Saturdays and Sundays;

Construction Certificate means a construction certificate as defined under section 109C of the Act;

Construction Terms means the terms set out in Schedule 1;

Council Strata Lot means Unit 197 and Car Space 197 in the Development, consisting of two bedrooms, two bathrooms, a laundry, kitchen and lounge

room with a total area of 91.52m², located on level 14 of the proposed building as detailed in the plans at Annexure A to this agreement;

Development means the development proposed for the Land in accordance with the Development Consent;

Development Application has the same meaning as in the Act;

Development Consent means development consent DA225/2014 granted on 1 October 2014 for alterations and additions to the Approved Development, seeking an additional storey of residential accommodation to create an extra 13 dwellings, resulting in a 20 storey building and a total of 277 residential dwellings within the mixed use development;

Fax Number means a party's facsimile number set out in the Notices clause of this agreement;

GST has the same meaning as in the GST Law;

GST Law has the same meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST;

Land means Lot 100 DP 1180557, known as 109-113 George Street, Parramatta;

Law means:

- (a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;
- (b) any Approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b);

LEP means the *Parramatta City Centre Local Environmental Plan 2007*;

Occupation Certificate means an occupation certificate as defined under section 109C of the Act, and includes an interim Occupation Certificate or a final Occupation Certificate;

Register means the Torrens Title register maintained under the *Real Property Act 1900* (NSW);

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

2 Interpretation

In this agreement, unless context indicates a contrary intention:

- (a) **(documents)** a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document;

- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (g) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (h) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (i) **(singular)** the singular includes the plural and vice-versa;
- (j) **(gender)** words importing one gender include all other genders;
- (k) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (l) **(rules of construction)** neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (m) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (n) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere;
- (o) **(joint and several)** an agreement, representation, covenant, right or obligation:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and

- (ii) on the part of two or more persons binds them jointly and severally;
- (p) **(writing)** a reference to a notice, consent, request, approval or other communication under this agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (q) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (r) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (s) **(month)** a reference to a month is a reference to a calendar month.
- (t) **(year)** a reference to a year is a reference to twelve consecutive calendar months;

3 Planning Agreement under the Act

The parties agree that this agreement is a planning agreement within the meaning of section 93F of the Act.

4 Application of this Agreement

This agreement applies to:

- (a) the Land, and
- (b) the Development.

5 Operation of this Agreement

The parties agree that this agreement operates on and from the date it is executed by the parties.

6 Contributions to be made under this agreement

6.1 *The Council Strata Lot*

- (a) Prior to the issue of an Occupation Certificate in respect of any part of the Development, or in any event, prior to the occupation of any part of the Development, the Developer must, at no cost to Council:
 - (i) Construct and finish the Council Strata Lot as part of the Development, in accordance with the Development Consent, the Construction Terms, the plans at Annexure A, and the Schedule of Finishes at Annexure B;
 - (ii) Purchase and install a dishwasher, washing machine and clothes dryer (each of a brand and to a specification approved by the Council, whose approval shall not be unreasonably withheld) in the Council Strata Lot; and

- (iii) must transfer the Council Strata Lot to the Council:
 - (A) in accordance with any relevant provisions of the Construction Terms; and
 - (B) so that immediately on transfer, the Council will have an estate in fee simple in possession, freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, rights, charges, rates, strata levies and contracts, except as may be permitted by this agreement.
- (b) The obligations under clause 6.1(a) will be taken to have been fulfilled for the purposes of this agreement when Council certifies, by notice in writing, that the Council Strata Lot has been fully constructed and finished in accordance with this agreement and the transfer of the Council Strata Lot to Council is shown on the Register.
- (c) Within 20 Business Days after the transfer of the Council Strata Lot to Council the Developer must obtain and provide to Council an Occupation Certificate for the Council Strata Lot.
- (d) The parties acknowledge and agree that the Council Strata Lot is to be constructed, finished and dedicated to Council under this agreement for the purposes of the provision of affordable housing and the Council intends to engage an approved community housing provider for the ongoing management of the Council Strata Lot.

6.2 *Maintenance of the Council Strata Lot*

- (a) The Developer must, in accordance with the provisions of the Construction Terms, ensure that, on transfer of the Council Strata Lot, Council will have the benefit of any defects liability warranty given by a builder in relation to the Development and the Council Strata Lot.
- (b) The Developer agrees to maintain and repair the internal finishes and the dishwasher, washing machine and clothes dryer fitted within the Council Strata Lot under this agreement for twelve (12) months after the end of any relevant defects liability period applicable to the Council Strata Lot.
- (c) The Developer agrees to pay any strata levies associated with the Council Strata Lot for twelve (12) months after registration of the transfer of the Council Strata Lot to Council.

7 Application of sections 94, 94A and 94EF of the Act

- (a) This agreement does not exclude the application of section 94, section 94A and section 94EF of the Act to the Development or the Approved Development.
- (b) Benefits under this agreement must not be taken into consideration under section 94(6) of the Act for the purposes of determining any contributions payable under the Act for the Development or the Approved Development.

8 Registration of this Agreement

8.1 *Registration of this agreement*

- (a) The Developer represents and warrants that it is the registered proprietor of the Land.
- (b) The Developer agrees that it will procure the registration of this agreement, under the *Real Property Act 1900* (NSW) in the relevant folios of the Register for the Land in accordance with section 93H of the Act.
- (c) The Developer at its own expense will, promptly after this agreement comes into operation, take all practical steps, and otherwise do anything that the Council reasonably requires, to procure:
 - (i) the consent of each person who:
 - (A) has an estate or interest in the Land; or
 - (B) is seized or possessed of an estate or interest in the Land; and
 - (ii) the execution of any documents; and
 - (iii) the production of the relevant duplicate certificates of title, to enable the registration of this agreement in accordance with clause 8.1(b).
- (d) The Developer at its own expense, will take all practical steps, and otherwise do anything that the Council reasonably requires:
 - (i) to procure the lodgement of this agreement with the Registrar-General as soon as reasonably practicable after this agreement comes into operation but in any event, no later than 40 Business Days after that date; and
 - (ii) to procure the registration of this agreement by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this agreement is lodged for registration but in any event, prior to the issue of any Construction Certificate for the Development or any part of the Development.

8.2 *Removal from Register*

- (a) The Council will provide a release and discharge of this agreement so that it may be removed from the folios of the Register for the Land (or any part of it) provided that the Council is satisfied the Developer has duly fulfilled its obligations under this agreement, and is not otherwise in default of any of the obligations under this agreement.
- (b) From time to time, the Developer may request Council to authorise the removal of this agreement from the Register of any part of the Land in respect of which a Strata Plan has been registered creating strata lots.

- (c) The Council may at its discretion, acting reasonably, authorise the removal of this agreement from the Register in accordance with any request made by the Developer under clause 8.2(b) in the following circumstances:
 - (i) if the Council Strata Lot has been delivered to Council, but other obligations under this agreement have not been satisfied, provided that:
 - (A) this agreement has been and remains registered against the Common Property created by the Strata Plan,
 - (B) any Bank Guarantee required under clause 10.2 has been provided to Council,
 - (C) any Bank Guarantee or Bond as required under the Construction Terms has been provided to Council, and
 - (D) the Developer has provided evidence to the Council that Council has the benefit of any defects liability warranty given by a builder in relation to the Development and the Council Strata Lot as required under clause 6.2(a); or
 - (ii) if the Council Strata Lot has not been delivered to the Council:
 - (A) this agreement has been and remains registered against the Council Strata Lot and the Common Property created by the Strata Plan,
 - (B) any caveat over the Council Strata Lot in favour of the Council has been registered,
 - (C) the documents required under clause 10.1 have been provided to the Council,
 - (D) any Bank Guarantee required under clause 10.2 has been provided to Council, and
 - (E) no Occupation Certificate has been issued for the Development or any part of the Development.

8.3 Caveat

- (a) The Developer acknowledges and agrees that:
 - (i) when this agreement is executed, Council is deemed to have acquired, and the Developer is deemed to have granted, an equitable estate and interest in the Council Strata Lot for the purposes of section 74F(1) of the *Real Property Act 1900* (NSW) and consequently Council has sufficient interest in the Council Strata Lot in respect of which to lodge a caveat over the Land notifying that interest;
 - (ii) it will notify the Council that the Strata Plan has been registered within 5 Business Days of registration; and

- (iii) it will not object to Council lodging a caveat in the relevant folios of the Council Strata Lot once the Strata Plan is registered nor will it seek to remove any caveat lodged by Council. .

9 Dispute Resolution

9.1 *Reference to Dispute*

If a dispute arises between the parties in relation to this agreement, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

9.2 *Notice of Dispute*

The party wishing to commence the dispute resolution processes must give written notice (**Notice of Dispute**) to the other party of:

- (a) The nature of the dispute;
- (b) The alleged basis of the dispute; and
- (c) The position which the party issuing the Notice of Dispute believes is correct.

9.3 *Representatives of Parties to Meet*

- (a) The representatives of the parties must promptly (and in any event within 14 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:
 - (i) Resolve the dispute during the course of that meeting;
 - (ii) Agree that further material, expert determination in accordance with clause 9.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event, the parties will, in good faith, agree to a timetable for resolution); or
 - (iii) Agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

9.4 *Further Notice if Not Settled*

If the dispute is not resolved within 15 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Determination Notice**) by mediation under clause 9.5 or by expert determination under clause 9.6.

9.5 *Mediation*

If a party gives a Determination Notice calling for the dispute to be mediated:

- (a) The parties must agree to the terms of reference of the mediation within five Business Days of the receipt of the Determination Notice (the terms

- shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) The mediator will be agreed between the parties, or failing agreement within five Business Days of receipt of the Determination Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
 - (c) The mediator appointed pursuant to this clause 9.5 must:
 - (i) Have reasonable qualifications and practical experience in the area of the dispute; and
 - (ii) Have no interest or duty which conflicts or may conflict with his or her function as a mediator, he or she being required to fully disclose any such interest or duty before his or her appointment.
 - (d) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
 - (e) The parties must within five Business Days of receipt of the Determination Notice notify each other of their representatives that will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within five Business Days of the resolution);
 - (f) The parties agree to be bound by a mediation settlement and unless waived by the parties, may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
 - (g) In relation to costs and expenses:
 - (i) Each party will bear its own professional and expert costs incurred in connection with the mediation; and
 - (ii) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in unreasonable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

9.6 *Expert determination*

If the dispute is not resolved under clause 9.3 or clause 9.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

- (a) The dispute must be determined by an independent expert in the relevant field:
 - (i) agreed upon and appointed jointly by Council and the Developer; and
 - (ii) in the event that no agreement is reached or no appointment is made within 30 Business Days of the agreement to refer the

dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;

- (b) The expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) The determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) The expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) Each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (f) Any determination made by an expert pursuant to this clause is final and binding upon the parties unless:
 - (i) within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
 - (ii) the determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

9.7 *Litigation*

If the dispute is not finally resolved in accordance with this clause 9, then either party is at liberty to litigate the dispute.

9.8 *No suspension of contractual obligations*

Subject to any interlocutory order obtained under clause 9.1, the referral to or undertaking of a dispute resolution process under this clause 9 does not suspend the parties' obligations under this agreement.

10 Security and Enforcement

10.1 *Transfer Documents*

- (a) Prior to the issue of a Construction Certificate, for any part of the Development, the Developer will deliver to Council:
 - (i) a direction to the Registrar-General, duly executed by the Developer, requiring the Registrar-General to deliver the certificate of title for the Council Strata Lot directly to the Council upon it being issued after the registration of any Strata Plan for the Development;
 - (ii) a form of transfer under the *Real Property Act 1900* for the purpose of transfer of the Council Strata Lot when it is created with the Developer named as transferor and Council named as

transferee, properly executed by the Developer but with the description of land omitted, which omission Council is entitled to rectify by inserting the proper title reference to the Council Strata Lot that will be appropriate at the time of lodgement of the transfer; and

- (iii) any other documents (for example, a discharge of mortgage or withdrawal of caveat) in registrable form as is necessary to ensure that Council is able to register the transfer of the Council Strata Lot, or an irrevocable undertaking from the relevant person issuing the document that the documents together with any certificates of title held by the person will be produced for registration on request for the purposes of transferring the Council Strata Lot to Council under this agreement.
- (b) The documents referred to in clause 10.1(a) are to be held by Council as security for the performance by the Developer of the obligations imposed on it under this agreement.
- (c) If the transfer of the Council Strata Lot is not effected in accordance with this agreement, the Council may, at the Developer's cost, lodge for registration any or all of the documents referred to in clause 10.1(a), and call on any undertaking given in accordance with clause 10.1(a)(iii), so that Council can become the registered proprietor of the Council Strata Lot.
- (d) Until the Developer has performed its obligations under this agreement, it shall not lodge or suffer or cause to be lodged for registration any document that would, if registered cause any document held by Council under clause 10.1(a) incapable of being registered or obsolete.

10.2 *Bank Guarantee*

- (a) Prior to the issue of any Construction Certificate for the Development, the Developer is to provide to the Council a Bank Guarantee or Bank Guarantees in the amount of \$155,000.00.
- (b) The Council may call on a Bank Guarantee provided under this clause if:
 - (i) the Council proposes to register the transfer of the Council Strata Lot in accordance with clause 10.1(c); or
 - (ii) the Council Strata Lot has been transferred to Council and the Developer is in material or substantial breach of the requirements under clause 6.2 to maintain the Council Strata Lot or pay strata levies, and the Developer has failed to rectify the breach after having been given reasonable notice (which must not be less than 20 Business Days) in writing to do so; or
 - (iii) the Council obtains an Occupation Certificate for the Council Strata Lot in accordance with clause 10.4, and the Developer

fails to pay the amount specified in a notice issued under that clause.

- (c) Within 20 Business Days of each anniversary of a Bank Guarantee provided under clause (a), the Developers must provide Council with one or more replacement Bank Guarantees (**replacement Bank Guarantee**) in an amount calculated in accordance with the following:

$$A = \frac{B \times D}{C}$$

Where:

A is the amount of the replacement Bank Guarantee,

B is the amount of the Bank Guarantee to be replaced,

C is the CPI for the quarter ending immediately before the date of the Bank Guarantee to be replaced,

D is the CPI for the quarter ending immediately before the date of the replacement Bank Guarantee,

provided A is greater than B.

- (d) On receipt of a replacement Bank Guarantee provided under clause 10.2(c), the Council must release and return to the Developers, as directed the Bank Guarantee that has been replaced.
- (e) At any time following the provision of a Bank Guarantee under this clause, the Developer may provide the Council with one or more replacement Bank Guarantees totalling the amount of all Bank Guarantees required to be provided under this clause for the time being. On receipt of such replacement Bank Guarantee, the Council must release and return to the Developer, as directed, the Bank Guarantees which it holds that have been replaced.
- (f) Subject to this clause, the Council may apply the proceeds of a Bank Guarantee in satisfaction of:
- (i) any obligation of the Developer under this agreement to finish the Council Strata Lot in accordance with clauses 6.1(a)(i) and 6.1(a)(ii);
 - (ii) any obligation of the Developer to pay the costs of transferring the Council Strata Lot to Council under clause 10.1(c);
 - (iii) any obligation of the Developer to pay the costs of obtaining an Occupation Certificate for the Council Strata Lot under clause 10.4;
 - (iv) any obligation of the Developer to maintain the Council Strata Lot or pay strata levies under clause 6.2; and

- (v) any associated liability, loss, cost, charge or expense directly or indirectly incurred by Council because of the failure by the Developer to comply with this agreement.
- (g) The Council must return a Bank Guarantee provided under this clause if requested by the Developer and the Developer has duly fulfilled all of its obligations under this agreement.
- (h) Nothing in this clause 10.2 prevents or restricts the Council from taking any enforcement action in relation to:
 - (i) any obligation of the Developer under this agreement; or
 - (ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with this agreement,that is not or cannot be satisfied by calling on a Bank Guarantee.

10.3 Restriction on the issue of Certificates

- (a) For the purposes of section 109F(1) of the Act and clause 146A of the Regulation:
 - (i) this agreement must be registered in accordance with clause 8.1;
 - (ii) the Developer must provide the documents required under clause 10.1(a); and
 - (iii) the Developer must provide the Bank Guarantee required under clause 10.2(a) to Council,prior to the issue of any Construction Certificate for the Development or any part of the Development.
- (b) For the purposes of section 109H(2) of the Act, the Developer must complete the construction and finishing of the Council Strata Lot and transfer the Council Strata Lot to Council in accordance with clause 6.1(a) prior to the issue of any Occupation Certificate for the Development or any part of the Development.

10.4 Occupation Certificate

If the Developer does not obtain and provide to Council an Occupation Certificate for the Council Strata Lot in accordance with clause 6.1(c), the Council may obtain an Occupation Certificate and the Developer must pay the Council's costs of doing so, within 5 Business Days of receiving a notice from Council specifying the amount to be paid.

10.5 General Enforcement

- (a) Without limiting any other remedies available to the parties, this agreement may be enforced by any party in any court of competent jurisdiction.
- (b) Nothing in this agreement prevents:

- (i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this agreement relates; and
- (ii) the Council from exercising any function under the Act or any other Act or Law relating to the enforcement of any aspect of this agreement or any matter to which this agreement relates.

11 Review

- (a) This agreement may be reviewed or modified and any review or modification of this agreement will be conducted in the circumstances and in the manner determined by the parties.
- (b) No modification or review of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement.
- (c) A party is not in breach of this agreement if it does not agree to an amendment to this agreement requested by a party in or as a consequence of a review.

12 Assignment and Transfer of Land

- (a) The parties must not assign or otherwise transfer their rights under this agreement without the prior written consent of the other party.
- (b) The Developer must not assign, transfer or dispose of any right, title or interest in the Land to another person or entity (**Transferee**) unless:
 - (i) the Developer satisfies Council that the proposed Transferee is financially capable of complying with the Developer's obligations under this agreement;
 - (ii) the Developer satisfies Council that the rights of the Council will not be diminished or fettered in any way;
 - (iii) the Transferee delivers to the Council a novation deed signed by the Transferee in a form and of such substance as is acceptable to the Council containing provisions under which the Transferee agrees to comply with all the outstanding obligations of the Developer under this agreement;
 - (iv) any default by the Developer under any provisions of this agreement have been remedied by the Developer or waived by the Council on such conditions as the Council may determine; and
 - (v) the Developer and the Transferee pay the Council's reasonable costs in relation to the novation deed and the assignment.
- (c) Notwithstanding anything else in this clause 12, a mortgage may be registered over the Land without the Developer complying with clause 12(b), provided the Developer first provides to the Council written undertaking from the mortgagee that it accepts the terms of this agreement and will be bound by and adhere to the provisions of this

agreement if it takes possession of the Land, or any part of the Land, as mortgagee in possession.

- (d) For the avoidance of doubt, any undertaking provided under clause 12(c) can provided at the same time as any undertaking provided under clause 10.1(a)(iii).

13 No fetter

13.1 Discretion

This agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including but not limited to any statutory power or discretion of the Council relating to the granting of the Development Consent or the request made by the Developer to vary development standards in the LEP relating to building height and floor space ratio (all referred to in this agreement as a "Discretion").

13.2 No fetter

No provision of this agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:

- (a) they will take all practical steps, including the execution of any further documents to ensure the objective of this clause is substantially satisfied;
- (b) in the event that (a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this agreement has full force and effect; and
- (c) to endeavour to satisfy the common objectives of the parties in relation to the provision of this agreement which is to be held to be a fetter to the extent that is possible having regard to the relevant court judgment.

14 Notices

14.1 Notices

Subject to clause 14.2, any notice given under or in connection with this agreement (**Notice**):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by fax at the Address or Fax Number below, or at the Address or Fax Number last notified by the intended recipient to the sender after the date of this agreement:

- (i) to Parramatta City Council: PO Box 32, Parramatta NSW 2124
Fax: 02 9806 5917

Attention: The Chief Executive Officer;

(ii) to Merfad Capital Pty Ltd: Level 1, 74 Macquarie St, Parramatta NSW 2150

Fax: 9687 2376

Attention: Sam Fayad

- (c) is taken to be given and made:
- (i) in the case of hand delivery, when delivered;
 - (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an Address in the same country) or seven Business Days after the date of posting (if posted to an Address in another country); and
 - (iii) in the case of a fax, on production of a transmission report by the machine from which the fax was sent that indicates the fax was sent in its entirety to the recipient's Fax Number; and
- (d) if under clause (c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

14.2 Notices sent by email

- (a) A party may serve a Notice by email if the Notice:
- (i) includes a signature block specifying:
 - (A) the name of the person sending the Notice; and
 - (B) the sender's position within the relevant party;
 - (ii) states in the body of the message or the subject field that it is sent as a Notice under this agreement;
 - (iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this agreement;
 - (iv) is sent to the email address below or the email address last notified by the intended recipient to the sender:
 - (A) to Parramatta City Council: Attention: The Chief Executive Officer
council@parracity.nsw.gov.au;
 - (B) to Merfad Capital Pty Ltd: Attention: Sam Fayad
sam.fayad@dyldam.com.au
- (b) The recipient of a Notice served under this clause 14.2 must:
- (i) promptly acknowledge receipt of the Notice; and

- (ii) keep an electronic copy of the Notice,
- (c) Failure to comply with clause (b) does not invalidate service of a Notice under this clause.

14.3 *Receipt of Notices sent by email*

- (a) A Notice sent under clause 14.2 is taken to be given or made:
 - (i) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above;
 - (ii) when the Notice enters an information system controlled by the recipient; or
 - (iii) when the Notice is first opened or read by the recipient, whichever occurs first.
- (b) If under clause (a) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4 pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

15 General

15.1 *Relationship between parties*

- (a) Nothing in this agreement:
 - (i) constitutes a partnership between the parties; or
 - (ii) except as expressly provided, makes a party an agent of another party for any purpose.
- (b) A party cannot in any way or for any purpose:
 - (i) bind another party; or
 - (ii) contract in the name of another party.
- (c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

15.2 *Time for doing acts*

- (a) If the time for doing any act or thing required to be done or a notice period specified in this agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5pm on the specified day, it is taken to have been done on the following Business Day.

15.3 Further assurances

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this agreement.

15.4 Variation

A provision of this agreement can only be varied by a later written document executed by or on behalf of all parties.

15.5 Counterparts

This agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

15.6 Legal expenses

The Developer must pay the Council's legal costs and disbursements in connection with the negotiation, preparation, execution, carrying into effect and release and discharge of this agreement.

15.7 Entire agreement

The contents of this agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this agreement, whether orally or in writing.

15.8 Invalidity

- (a) A word or provision must be read down if:
 - (i) this agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this agreement has full effect even if clause 15.8(b)(i) or (ii) applies.

15.9 Waiver

A right or remedy created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

15.10 Governing law and jurisdiction

- (a) The Laws applicable in New South Wales govern this agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

15.11 GST

- (a) Words and expressions which are not defined in this agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this agreement, the Developer must pay the GST or pay to the Council an amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.

Schedule 1 Construction Terms

1 Interpretation

For the purposes of this Schedule 2, the defined terms in clause 1 of this agreement and the Interpretation principles in clause 2 of this agreement will apply and, unless context indicates a contrary intention:

Builder means any entity contracted under the Construction Contract to carry out the Works.

Construction Contract means the contract to carry out the Works (whether or not that is a contract for the Works only or forms part of a contract for the building of other components of the Development).

Defects Liability Period means the defects liability period for the Works as set out in any Construction Contract.

Services means all water, gas, electricity, television, drainage, sewerage, cable TV, data communications, telecommunications and other services which are required under the Development Consent or an Approval and which are necessary or desirable for the construction, operation or occupation of the Council Strata Lot.

Works means the construction and finishing of the Council Strata Lot as required under this agreement.

2 Requirements of Authorities and Approvals

2.1 These Construction Terms must be read and construed subject to:

- (a) any requirements or conditions of the Development Consent;
- (b) the requirements of and conditions imposed by all relevant Authorities and all laws relating to the Development and the construction of the Development.

2.2 If the Developer requires any Approvals in order to carry out the obligations under this agreement, then:

- (a) the Developer will acquire all Approvals at its own cost; and
- (b) the Council will give the Developer a reasonable period to obtain such Approvals.

2.3 The Developer must ensure that the Works are carried out:

- (a) in accordance with the Development Consent and all Approvals and the requirements of all Laws, including without limitation, occupational health and safety legislation; and
- (b) in a good and workmanlike manner and so that they are diligently progressed until completion;

AND it is acknowledged that to the extent that if there is any inconsistency between this agreement and any Approval the terms of the Approval shall take precedence.

3 Construction of Council Strata Lot

The Developer will bear all costs associated with the Works.

4 Carrying out of Works

4.1 Communication

The Developer must keep Council informed of progress of the Works and provide to Council such information about the Works as Council reasonably requests.

4.2 Standard of Works

- (a) Unless otherwise provided, the Developer shall use suitable new materials and proper and tradesmanlike workmanship when carrying out the Works.
- (b) The qualitative standard of the design and finishes for the Works must be no less than those described in the Building Code of Australia and any relevant Australian Standards.

5 Inspection

- (a) The Council may enter the Land to inspect the progress of the Works, subject to:
 - (i) the terms of the Construction Contract (save for any clause of the Construction Contract which prevents the Council from accessing the Land);
 - (ii) giving reasonable notice to the Developer;
 - (iii) complying with all reasonable directions of the Developer;
 - (iv) exercising its rights under this clause entirely at its own risk in all respects; and
 - (v) being accompanied by the Developer or its nominee, or as otherwise agreed.
- (b) The Council may, within 5 Business Days of carrying out an inspection, notify the Developer of any defect or non-compliance in the Works and direct the Developer to carry out work to rectify that defect or non-compliance. Such work may include, but is not limited to:
 - (i) removal of defective or non-complying material from the Council Strata Lot;
 - (ii) demolishing defective or non-complying work;
 - (iii) reconstructing, replacing or correcting any defective or non-complying work; and
 - (iv) not delivering any defective or non-complying material to the site of the Works.
- (c) If the Developer is issued a direction to carry out further work under clause 5(b) of this Schedule 1, the Developer must, at the Developer's

cost, rectify the defect or non-compliance specified in the notice within the time period specified in the notice.

- (d) If the Developer fails to comply with a direction to carry out work given under clause 5(b) of this Schedule 1, the Council will be entitled to refuse to accept that the Works (or the relevant part of the Works) have been completed in accordance with this agreement.
- (e) For the avoidance of doubt, any acceptance by the Council that the Developer has rectified a defect or non-compliance identified in a notice issued under clause 5(b) of this Schedule 2 does not constitute:
 - (i) acceptance by the Council that the Works comply with all Approvals and Laws; or
 - (ii) an Approval by the Council in respect of the Works; or
 - (iii) an agreement or acknowledgment by the Council that the Works or the relevant part of the Works are complete and may be delivered to the Council in accordance with this agreement.

6 Completion

- (a) When the Developer considers that the Works, or any part of the Works, are complete, the Developer must send a notice to the Council accompanied by complete works as executed plans and a request for written certification under clause 6.1(b) of this agreement that Council accepts the Council Strata Lot has been fully constructed and finished.
- (b) Within 20 Business Days of receipt of the notice under clause 6(a) of this Schedule 1, the Council will carry out an inspection of the Works and will either:
 - (i) provide written certification under clause 6.1(b) of this agreement that the Works comply with this agreement; or
 - (ii) notify the Developer of any additional information required or matters which must be addressed by the Developer prior to the certification being issued.
- (c) If the Developer is required to provide additional information or address any matters under clause 6(b)(ii) of this Schedule 1, the Developer will provide that information to Council or address those matters within 10 Business Days of receiving the notice and make a further request under clause 6(a) of this Schedule 1 for written certification that the Council Strata Lot has been fully constructed and finished.

7 Delivery of documents

- (a) The Developer must on transfer of the Council Strata Lot to Council provide:
 - (i) all "as built" drawings, specifications and relevant operation and service manuals;

- (ii) all necessary certificates including the certificates of any consultants of the Developer that the Council may reasonably require;
 - (iii) copies of all Approvals required for the occupation or use of the Council Strata Lot, except any Occupation Certificate for the Council Strata Lot, which must be obtained by the Developer and provided to the Council after transfer of the Council Strata Lot in accordance with this agreement; and
 - (iv) a costs schedule, detailing the actual cost of the Works.
- (b) The Developer must prior to transfer of the Council Strata Lot, provide the Council with a tour of the Council Strata Lot and provide reasonable instructions on the operation and use of the Services on that land.

8 Assignment of Warranties and Causes of Action

- (a) The Developer must assign (as beneficial owner) or cause to be assigned to Council the benefit of any warranties and guarantees obtained by the Developer and the Builder (and capable of assignment) with respect to any material or goods incorporated in or forming part of the Council Strata Lot, including any statutory warranties under the *Home Building Act 1989*.
- (b) To the extent that any such warranties or guarantees cannot be assigned, the Developer must at the request of Council do anything reasonably required by Council to enforce such warranties or guarantees for the benefit of Council, including but not limited to;
- (i) appointing the Council as its attorney to exercise its rights and powers under any Construction Contract, including any right to conduct proceedings or prosecute any action to enforce the Developer's rights against others under any Construction Contract;
 - (ii) executing all such documents and doing all such things on the Council's behalf as are necessary or desirable to enable the Council to rectify any defects in accordance with the terms of this agreement and any Construction Contract; and
 - (iii) provide any assistance required for the purpose of defending or settling any claim or the pursuit of any rights of recovery from others under any Construction Contract.

9 Defects Liability

9.1 Defects Liability Period

- (a) During the Defects Liability Period, the Council (acting reasonably) may give to the Developer a notice (**Rectification Notice**) in writing that identifies a defect in the Works and specifies:
- (i) action required to be undertaken by the Developer to rectify that defect; and

- (ii) the date on which the defect must be rectified.
- (b) The Developer must comply with the Rectification Notice by:
 - (i) procuring the performance of the work required to rectify the defect within the time period specified by the Council or such other time as agreed between the parties;
 - (ii) keeping the Council reasonably informed of the action to be taken to rectify the defect; and
 - (iii) carrying out the rectification.
- (c) The Council must give the Developer and its contractors any access required to carry out the rectification works.
- (d) When the Developer considers that a rectification is complete, the Developer must notify the Council that the works subject to the relevant Rectification Notice are complete and provide documentation, plans or invoices which establish that those works were carried out.
- (e) The Council may inspect the rectification works within 20 Business Days of receiving a notice from the Developer under clause 9.1(d) of this Schedule 1 and:
 - (i) issue a further Rectification Notice if it is not reasonably satisfied that the rectification is complete; or
 - (ii) notify the Developer in writing that it is satisfied the rectification work is complete.
- (f) The Developer must meet all costs of and incidental to rectification of defects under this clause 9.1.
- (g) If the Developer fails to comply with a Rectification Notice, then the Council may do such things or take such action as is necessary to rectify the defect, including accessing and occupying any part of the Land without further notice to the Developer, and may:
 - (i) call upon any Bond or Bank Guarantee provided to the Council under clause 9.2 of this Schedule 1 to meet its costs of rectifying the defect; and
 - (ii) recover as a debt due to the Council by the Developer in a court of competent jurisdiction, any difference between the amount of the security deposit and the costs incurred by the Council in rectifying the defect.

9.2 Security for Defects Liability

- (a) Prior to the transfer of the Council Strata Lot to Council under this agreement, the Developer must deliver to the Council Bonds or Bank Guarantees in an amount equivalent to 2.5% of the actual cost of the Works, as set out in the schedule provided to Council by the Developer in accordance with clause 7(a)(iv) of this Schedule 1.

- (b) The Developer advises and the Council acknowledges its awareness that the Bonds or Bank Guarantees may be supplied by the Builder and form a part of the security held by the Developer from the Builder under the terms of the Construction Contract, provided that:
 - (i) any Bond or Bank Guarantee provided by the Builder benefits the Council and satisfies the requirements of this agreement; and
 - (ii) the Developer procures an agreement from the Builder that the Council will be entitled to call on any Bond or Bank Guarantee provided by the Builder, in accordance with the terms of this agreement and the terms of any Construction Contract.
- (c) Within 10 Business Days after the Defects Liability Period has expired Council must (if it has not called on it) return the Bond or Bank Guarantee referred to in clause 9.2(a) of this Schedule 1 (or any remaining balance of it) to the Developer.
- (d) Notwithstanding clause 9.2(c) of this Schedule 1, if during the Defects Liability Period, the Council issues a Rectification Notice and the Rectification Notice is not complied with, then the Council need not deliver the balance of any Bonds or Bank Guarantees provided to it until that defect has been rectified.

10 Risk

The Developer undertakes the Works entirely at its own risk.

11 Insurance

- (a) Prior to the commencement of the construction of any of the Works, the Developer must ensure the Builder effects and the Developer must produce evidence to the Council of the following insurances issued by an insurer approved by the Council (acting reasonably) in a form approved by the Council (acting reasonably):
 - (i) construction works insurance for the value of the Works;
 - (ii) public risk insurance for at least \$20 million;
 - (iii) workers compensation insurance as required by law.
- (b) The Developer must provide evidence of currency of insurance required by clause 11(a) of this Schedule 1 upon request by the Council throughout the term of this agreement.

12 Indemnities

The Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all Claims in connection with the carrying out by the Developer of the Works except to the extent such Claim arises either directly or indirectly as a result of the negligence, default, act or omission of the Council or its employee, officer, agent or contractor.

Date **27/05/2015**

THE COMMON SEAL OF THE COUNCIL OF THE CITY OF PARRAMATTA WAS HEREUNTO AFFIXED THIS 15 DAY OF MAY 2015 PURSUANT TO A RESOLUTION OF COUNCIL PASSED AT ITS MEETING HELD ON THE 27 DAY OF APRIL 2015. MINUTE 15545

Executed as an agreement

Signed for and on behalf of **Parramatta City Council** in accordance with a resolution of the Council dated 27 April 2015:)
)
)

Signature of Lord Mayor

Signature of Chief Executive Officer

Scott Lloyd

Print name of Lord Mayor

G. C. DYER

Print name of Chief Executive Officer

Executed by **Merfad Capital Pty Ltd** ACN 153 628 472 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:)
)
)

Signature of Director

Signature of Director/Secretary

Print name of Director

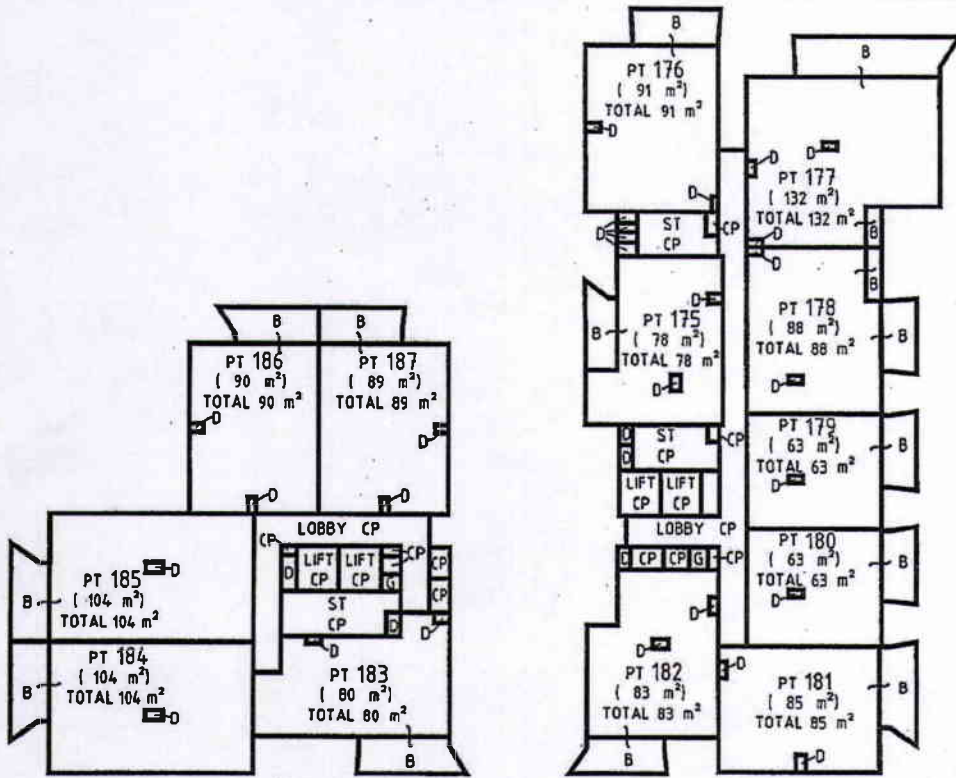
Sam Fayad

Print name of Director/Secretary

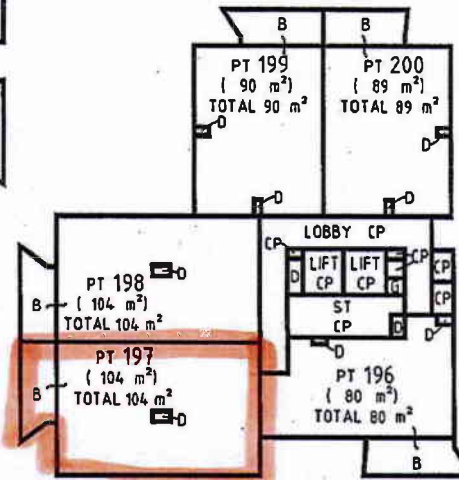
Annexure A

Plans Showing the Council Strata Lot

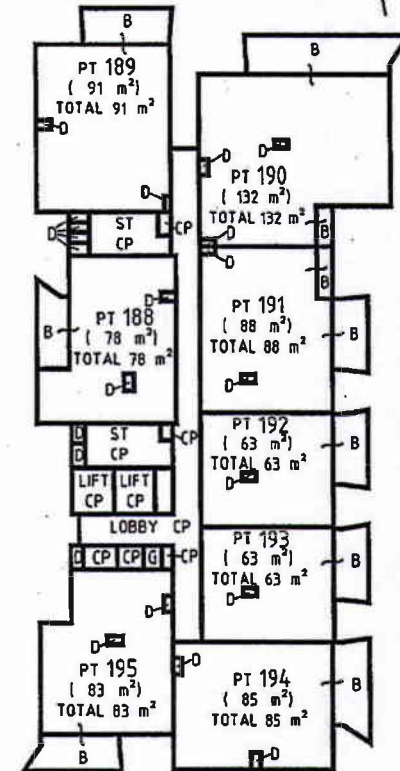
A large, stylized handwritten signature in black ink, located in the lower right quadrant of the page. The signature is somewhat abstract and difficult to decipher.A small, handwritten mark or signature in black ink, located below the larger signature.



LEVEL 13 FLOOR PLAN



LEVEL 14 FLOOR PLAN



LEGEND

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCTING (CP)
- G DENOTES GARBAGE CHUTE (CP)
- ST DENOTES STAIRS

THE STRATUM OF A BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THE LIMIT.

THIS STRATA PLAN IS A SUBDIVISION OF A PROPOSED STRATUM LOT. MINOR CHANGES MAY OCCUR DURING CONSTRUCTION. DIMENSIONS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE 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. AREAS ARE APPROXIMATE. FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor :
 Surveyor's Ref : 3334SPR01
 Subdivision No :
 Lengths are in metres. Reduction Ratio 1 : 300

Registered

SP DRAFT

00	10	20	30	40	50	Table of mm	90	100	110	120	130	140
----	----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----

(SURVEYOR'S REFERENCE:3334SPR01

ISSUED: 15 Jun, 2012)

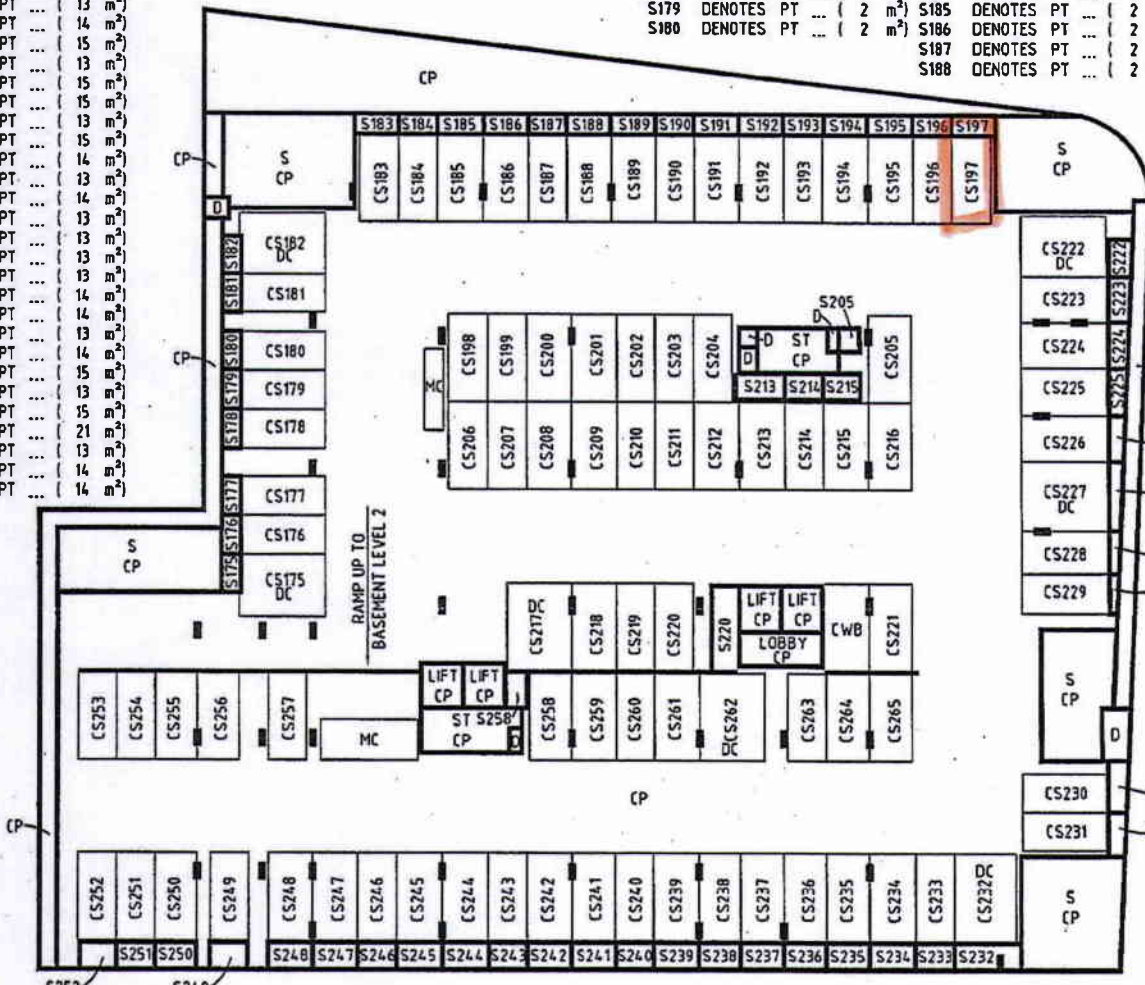
UNALLOCATED CAR SPACES

CS175	DENOTES	PT	...	20	m ²
CS176	DENOTES	PT	...	13	m ²
CS177	DENOTES	PT	...	13	m ²
CS178	DENOTES	PT	...	13	m ²
CS179	DENOTES	PT	...	13	m ²
CS180	DENOTES	PT	...	13	m ²
CS181	DENOTES	PT	...	13	m ²
CS182	DENOTES	PT	...	20	m ²
CS183	DENOTES	PT	...	13	m ²
CS184	DENOTES	PT	...	13	m ²
CS185	DENOTES	PT	...	15	m ²
CS186	DENOTES	PT	...	15	m ²
CS187	DENOTES	PT	...	13	m ²
CS188	DENOTES	PT	...	15	m ²
CS189	DENOTES	PT	...	13	m ²
CS190	DENOTES	PT	...	13	m ²
CS191	DENOTES	PT	...	15	m ²
CS192	DENOTES	PT	...	15	m ²
CS193	DENOTES	PT	...	13	m ²
CS194	DENOTES	PT	...	15	m ²
CS195	DENOTES	PT	...	15	m ²
CS196	DENOTES	PT	...	13	m ²
CS197	DENOTES	PT	...	13	m ²
CS198	DENOTES	PT	...	13	m ²
CS199	DENOTES	PT	...	13	m ²
CS200	DENOTES	PT	...	15	m ²
CS201	DENOTES	PT	...	15	m ²
CS202	DENOTES	PT	...	13	m ²
CS203	DENOTES	PT	...	13	m ²
CS204	DENOTES	PT	...	13	m ²
CS205	DENOTES	PT	...	14	m ²
CS206	DENOTES	PT	...	13	m ²
CS207	DENOTES	PT	...	13	m ²
CS208	DENOTES	PT	...	15	m ²
CS209	DENOTES	PT	...	15	m ²
CS210	DENOTES	PT	...	13	m ²
CS211	DENOTES	PT	...	13	m ²
CS212	DENOTES	PT	...	15	m ²
CS213	DENOTES	PT	...	15	m ²
CS214	DENOTES	PT	...	13	m ²
CS215	DENOTES	PT	...	14	m ²
CS216	DENOTES	PT	...	14	m ²
CS217	DENOTES	PT	...	21	m ²
CS218	DENOTES	PT	...	15	m ²
CS219	DENOTES	PT	...	13	m ²
CS220	DENOTES	PT	...	13	m ²
CS221	DENOTES	PT	...	14	m ²
CS222	DENOTES	PT	...	20	m ²
CS223	DENOTES	PT	...	15	m ²
CS224	DENOTES	PT	...	15	m ²
CS225	DENOTES	PT	...	15	m ²
CS226	DENOTES	PT	...	15	m ²
CS227	DENOTES	PT	...	23	m ²
CS228	DENOTES	PT	...	14	m ²
CS229	DENOTES	PT	...	13	m ²
CS230	DENOTES	PT	...	13	m ²
CS231	DENOTES	PT	...	13	m ²
CS232	DENOTES	PT	...	20	m ²
CS233	DENOTES	PT	...	13	m ²
CS234	DENOTES	PT	...	15	m ²
CS235	DENOTES	PT	...	14	m ²

UNALLOCATED STORAGE SPACES

S175	DENOTES	PT	...	2	m ²
S176	DENOTES	PT	...	2	m ²
S177	DENOTES	PT	...	2	m ²
S178	DENOTES	PT	...	2	m ²
S179	DENOTES	PT	...	2	m ²
S180	DENOTES	PT	...	2	m ²
S181	DENOTES	PT	...	2	m ²
S182	DENOTES	PT	...	2	m ²
S183	DENOTES	PT	...	2	m ²
S184	DENOTES	PT	...	2	m ²
S185	DENOTES	PT	...	2	m ²
S186	DENOTES	PT	...	2	m ²
S187	DENOTES	PT	...	2	m ²
S188	DENOTES	PT	...	2	m ²

S189	DENOTES	PT	...	2	m ²
S190	DENOTES	PT	...	2	m ²
S191	DENOTES	PT	...	2	m ²
S192	DENOTES	PT	...	2	m ²
S193	DENOTES	PT	...	2	m ²
S194	DENOTES	PT	...	2	m ²
S195	DENOTES	PT	...	2	m ²
S196	DENOTES	PT	...	2	m ²
S197	DENOTES	PT	...	2	m ²
S205	DENOTES	PT	...	2	m ²
S213	DENOTES	PT	...	5	m ²
S214	DENOTES	PT	...	4	m ²
S215	DENOTES	PT	...	4	m ²
S220	DENOTES	PT	...	8	m ²
S222	DENOTES	PT	...	3	m ²
S223	DENOTES	PT	...	4	m ²
S224	DENOTES	PT	...	3	m ²
S225	DENOTES	PT	...	3	m ²
S226	DENOTES	PT	...	3	m ²
S227	DENOTES	PT	...	3	m ²
S228	DENOTES	PT	...	2	m ²
S229	DENOTES	PT	...	1	m ²
S230	DENOTES	PT	...	2	m ²
S231	DENOTES	PT	...	1	m ²
S232	DENOTES	PT	...	5	m ²
S233	DENOTES	PT	...	5	m ²
S234	DENOTES	PT	...	3	m ²
S235	DENOTES	PT	...	3	m ²
S236	DENOTES	PT	...	3	m ²
S237	DENOTES	PT	...	3	m ²
S238	DENOTES	PT	...	3	m ²
S239	DENOTES	PT	...	3	m ²
S240	DENOTES	PT	...	3	m ²
S241	DENOTES	PT	...	3	m ²
S242	DENOTES	PT	...	3	m ²
S243	DENOTES	PT	...	3	m ²
S244	DENOTES	PT	...	3	m ²
S245	DENOTES	PT	...	3	m ²
S246	DENOTES	PT	...	3	m ²
S247	DENOTES	PT	...	3	m ²
S248	DENOTES	PT	...	3	m ²
S249	DENOTES	PT	...	3	m ²
S250	DENOTES	PT	...	3	m ²
S251	DENOTES	PT	...	3	m ²
S252	DENOTES	PT	...	3	m ²
S258	DENOTES	PT	...	2	m ²



BASEMENT LEVEL 3 FLOOR PLAN

LEGEND

- CS DENOTES CAR SPACE
- CP DENOTES COMMON PROPERTY
- CWB DENOTES CAR WASH BAY (CP)
- D DENOTES DUCTING (CP)
- DC DENOTES DISABLED CAR SPACE
- MC DENOTES MOTOR CYCLE SPACES (CP)
- S DENOTES STORAGE
- ST DENOTES STAIRS

THIS STRATA PLAN IS A SUBDIVISION OF A PROPOSED STRATUM LOT. MINOR CHANGES MAY OCCUR DURING CONSTRUCTION. DIMENSIONS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE 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.

AREAS ARE APPROXIMATE. FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor :
 Surveyor's Ref : 3334SPR01
 Subdivision No :
 Lengths are in metres. Reduction Ratio 1 : 300

Registered

SP DRAFT

00	10	20	30	40	50	Table of mm	90	100	110	120	130	140
----	----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----

Annexure B

Schedule of Finishes



UNIT INTERIOR COLOUR SELECTION SCHEDULE

Date: 23-Jul-14
 Project: PROPOSED 264 APARTMENTS
 Address: 111 GEORGE STREET, PARRAMATTA

Specification:
 Colour Scheme: CINNAMON
 Block:

SCHEDULE TO BE READ IN CONJUNCTION WITH SAMPLING AND HIGHLIGHTED PLANS & ELEVATIONS

ITEM / LOCATION	MATERIAL / FINISH	PRODUCT RANGE	COLOUR / PRODUCT CODE	QTY / NOTES
GENERAL				
CORNICE - LIVING, DINING, KITCHEN, ENTRY AND HALLWAY	GYPROCK	ALTO	PAINTED	
CORNICE - BEDROOMS & STUDY	GYPROCK	COVE	PAINTED	
NO CORNICE - BATHROOM, ENSUITE & LAUNDRY	PLASTER	SQUARE SET	PAINTED	
INTERNAL PASSAGE DOORS	MDF	INTERIOR DOOR RANGE	FLUSH PANEL	
INTERNAL DOOR HANDLES	CHROME PLATED BRASS	CONTRACTOR 100 SERIES 63mm	LIANNA 100 BC	PRIVACY SETS TO BATHROOMS
LINEN DOORS	MDF	INTERIOR DOOR RANGE	FLUSH PANEL	
ROBE DOORS	ALUMINIUM/MELAMINE	POLYTEC SLIDING	GESSO LINI MATT	
SKIRTING	TIMBER	PINETRIM MOULDINGS	66mm HALF SPLAY	
ARCHITRAVES	STEEL	N/A	N/A	

Handwritten initials and a circular stamp containing the letters 'PCC' and 'GCD'.

UNIT INTERIOR COLOUR SELECTION SCHEDULE

Date: 23-Jul-14
 Project: PROPOSED 264 APARTMENTS
 Address: 111 GEORGE STREET, PARRAMATTA

Specification:
 Colour Scheme: CINNAMON
 Block:

SCHEDULE TO BE READ IN CONJUNCTION WITH SAMPLING AND HIGHLIGHTED PLANS & ELEVATIONS

ITEM / LOCATION	MATERIAL / FINISH	PRODUCT RANGE	COLOUR / PRODUCT CODE	QTY / NOTES
PAINTING				
CEILING THROUGHOUT	SET PLASTER - SUSPENDED CEILING	SOLVER ACRYLIC SEALER U/COAT WATTYL CLEAN AIR CEILING PAINT	WHITE	
WALLS	SET PLASTER	SOLVER ACRYLIC SEALER U/COAT SOLVER ULTRA LOW SHEEN ACRYLIC (2 COATS)	EQUAL TO DULUX WHITE DUCK 1/2 STRENGTH P16B1H	
BATHROOM WALL	TILED	REFER TILE SELECTION	REFER TILE SELECTION	
LAUNDRY WALL	SET PLASTER FROM 1200mm	SOLVER ACRYLIC SEALER U/COAT SOLVER ULTRA SEMI GLOSS ACRYLIC (2 COATS)	EQUAL TO DULUX WHITE DUCK 1/2 STRENGTH P16B1H	
ENTRY DOOR	PAINTED MDF	WATTYL AQUA PREP PSU/WATTYL AQUA TRIM GLOSS (2 COATS)	EQUAL TO DULUX WHISPER WHITE PN1F2	
SKIRTING & ARCHITRAVES	PAINTED TIMBER / STEEL	WATTYL AQUA PREP PSU/WATTYL AQUA TRIM GLOSS (2 COATS)	EQUAL TO DULUX WHISPER WHITE PN1F2	
INTERNAL PASSAGE DOORS	PAINTED TIMBER	WATTYL AQUA PREP PSU/WATTYL AQUA TRIM GLOSS (2 COATS)	EQUAL TO DULUX WHISPER WHITE PN1F2	
LINEN DOORS	PAINTED TIMBER	WATTYL AQUA PREP PSU/WATTYL AQUA TRIM GLOSS (2 COATS)	EQUAL TO DULUX WHISPER WHITE PN1F2	

Handwritten initials and a circular stamp containing the letters 'PCC' and 'GCD'.

UNIT INTERIOR COLOUR SELECTION SCHEDULE

Date: 23-Jul-14
 Project: PROPOSED 264 APARTMENTS
 Address: 111 GEORGE STREET, PARRAMATTA

Specification:
 Colour Scheme: CINNAMON
 Block:

SCHEDULE TO BE READ IN CONJUNCTION WITH SAMPLING AND HIGHLIGHTED PLANS & ELEVATIONS

ITEM / LOCATION	MATERIAL / FINISH	PRODUCT RANGE	COLOUR / PRODUCT CODE	QTY / NOTES
KITCHEN JOINERY				
BENCH TOP	STONE	20MM PENCIL EDGE	EVEREST	
SPLASHBACK	TILED	RECTIFIED WHITE GLOSS 600 X 300	VERTICAL	
CABINETS - DOORS & PANELS	POLYURETHANE	SATIN	EQUAL TO DULUX WHITE DUCK P16B1	
HANDLES	ALUMINIUM	128MM SQUARE	BRUSHED NICKEL	
KICK BOARDS	POLYURETHANE	SATIN	EQUAL TO DULUX WHITE DUCK P16B1	
WALK IN ROBE JOINERY				
ROBE DOORS	MELAMINE	POLYTEC SLIDING	GESSO LINI MATT	
WALK IN ROBE FIT OUT	MELAMINE	HMR	WHITE	
HANDLES	ALUMINIUM	96MM SQUARE	BRUSHED NICKEL	

Handwritten initials: *JS*
 Circular stamp: *dyldam*
 Page 38 of 45

UNIT INTERIOR COLOUR SELECTION SCHEDULE

Date: 23-Jul-14
 Project: PROPOSED 264 APARTMENTS
 Address: 111 GEORGE STREET, PARRAMATTA

Specification:
 Colour Scheme: CINNAMON
 Block:

SCHEDULE TO BE READ IN CONJUNCTION WITH SAMPLING AND HIGHLIGHTED PLANS & ELEVATIONS

ITEM / LOCATION	MATERIAL / FINISH	PRODUCT RANGE	COLOUR / PRODUCT CODE	QTY / NOTES
PC ITEMS				
KITCHEN SINK	STAINLESS STEEL		STAINLESS STEEL	
KITCHEN SINK MIXER / TAP	FLICK MIXER		CHROME	
WATER PURIFIER	INLINE PURIFIER CARTIRDGE		AP9100CP	Plumbed to sink mixer
VANITY/BASIN	ALL IN ONE VANITY UNIT		WHITE POLY CAB/ POLY MARBLE TOP	
VANITY HANDLES	ALUMINIUM		BRUSHED NICKEL	
BASIN TAP / MIXER	BASIN MIXER		CHROME	
BATH	ACRYLIC		WHITE	
BATH TAPS/ MIXER	WALL MIXER		CHROME	
BATH SPOUT	WAL MOUNTED		CHROME	
SHOWER TAPS / MIXER	WALL MIXER		CHROME	
SHOWER HEAD	WALL MOUNTED		CHROME	
SHOWER SOAP DISH	ROUND		CHROME	
TOILET SUITE	CLOSE COUPLED CHINA		WHITE	
DISABLED TOILET SUITE	CONCEALED TRAP CISTERN DISABLED TOILET		WHITE	To adaptable units as nominated
TOWEL RAIL	SINGLE RAIL		CHROME	
HAND TOWEL RING	ROUND		CHROME	
TOILET ROLL HOLDER	ROUND		CHROME	
LAUNDRY TUB UNIT	FREESTANDING TUB UNIT		WHITE / STAINLESS STEEL	
LAUNDRY SINK MIXER / TAP	FLICK MIXER		CHROME	
WASHING MACHINE TAPS	CHROME PLATE		HANDLE & BUTTON STYLE W/- W/M COCKS	

Handwritten mark

Handwritten circled mark with 'PCC' and 'GCD' inside

UNIT INTERIOR COLOUR SELECTION SCHEDULE

Date: 23-Jul-14
 Project: PROPOSED 264 APARTMENTS
 Address: 111 GEORGE STREET, PARRAMATTA

Specification:
 Colour Scheme: CINNAMON
 Block:

SCHEDULE TO BE READ IN CONJUNCTION WITH SAMPLING AND HIGHLIGHTED PLANS & ELEVATIONS

ITEM / LOCATION	MATERIAL / FINISH	PRODUCT RANGE	COLOUR / PRODUCT CODE	QTY / NOTES
BATHROOM & ENSUITE GLAZING				
MIRROR	FRAMELESS POLISHED EDGE	N/A	N/A	Width of Vanity x 900 high
SHOWER SCREEN	ALUMINIUM FRAME W/- PIVOT DOOR	NA	CHROME	
APPLIANCES				
RANGE HOOD	RETRACTABLE 600MM RECIRCULATING	WESTINGHOUSE	STAINLESS STEEL	
COOK TOP	GAS 600mm	WESTINGHOUSE GHR16S	STAINLESS STEEL	
OVEN	UNDERBENCH 600mm	WESTINGHOUSE	STAINLESS STEEL	
DISHWASHER	FREESTANDING 600mm	DISHLEX	STAINLESS STEEL	
DRYER	WALL MOUNTED	SIMPSON	WHITE	

51



UNIT INTERIOR COLOUR SELECTION SCHEDULE

Date: 23-Jul-14
 Project: PROPOSED 264 APARTMENTS
 Address: 111 GEORGE STREET, PARRAMATTA

Specification:
 Colour Scheme: CINNAMON
 Block:

SCHEDULE TO BE READ IN CONJUNCTION WITH SAMPLING AND HIGHLIGHTED PLANS & ELEVATIONS

ITEM / LOCATION	MATERIAL / FINISH	PRODUCT RANGE	COLOUR / PRODUCT CODE	QTY / NOTES
SOFT FLOOR FINISHES				
CARPET				
ALL BEDROOMS, LOUNG/DINING	CARPET	CALIFORNIA GULLY II	METAL ICON	
BLINDS				
THROUGHOUT	POLYESTER VERTICAL	VALENCIA COLLECTION	PORCELAIN	
MISCELLANEOUS				

5/1



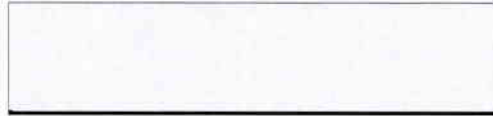
UNIT INTERIOR COLOUR SAMPLES

Date: 23-Jul-14
Project: PROPOSED 264 APARTMENTS
Address: 111 GEORGE STREET, PARRAMATTA

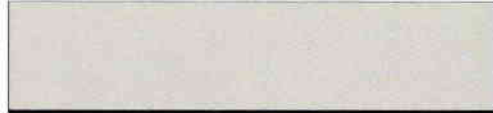
Specification: #REFI
Scheme: CINNAMON
Block:

SCHEDULE TO BE READ IN CONJUNCTION WITH SAMPLING AND HIGHLIGHTED PLANS & ELEVATIONS

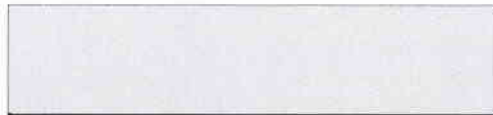
CEILING
Builders White



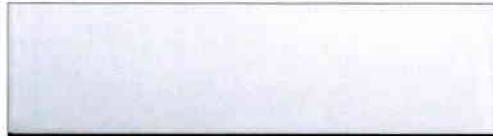
WALLS
Equal to Dulux White Duck 1/2 Strength P16B1H



DOORS, SKIRTING &
ARCHITRAVES
Equal to Dulux Whisper White PCWF6



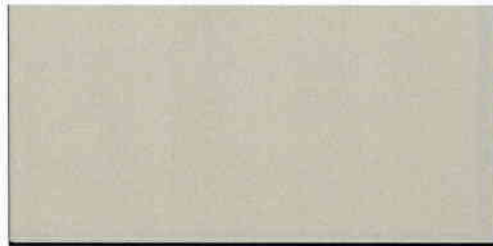
KITCHEN SPLASH BACK
White Rectified Glass 600 x 300



KITCHEN BENCH TOP
Quantum Quartz Everest



MAIN KITCHEN CABINETS
Equal to Dulux White Duck P16B1



CARPET
California Gully II Metal Icon



UNIT INTERIOR COLOUR SAMPLES

Date: **23-Jul-14**
Project: **PROPOSED 264 APARTMENTS**
Address: **111 GEORGE STREET, PARRAMATTA**

Specification: **#REF1**
Scheme: **CINNAMON**
Block:

SCHEDULE TO BE READ IN CONJUNCTION WITH SAMPLING AND HIGHLIGHTED PLANS & ELEVATIONS

KITCHEN FLOOR TILING
Rak Mist Polished Porcelain 600 x 600



TILE SELECTION SCHEDULE

Date: 28-Jul-14
 Project: PROPOSED 284 APARTMENTS
 Address: 111 GEORGE STREET, PARRAMATTA
 Specification: @REF1

SCHEDULE TO BE READ IN CONJUNCTION WITH SAMPLING AND HIGHLIGHTED PLANS & ELEVATIONS

ITEM / LOCATION	SELECTION	COLOUR	SIZE	LAYING INSTRUCTIONS
UNIT INTERIORS (CINNAMON)				
ENTRY & MAIN FLOOR	N/A	N/A	N/A	N/A
KITCHEN FLOOR	TILED	PAK MIST	600 X 600 POLISHED PORCELAIN	SQUARE
KITCHEN SPLASHBACK	TILED	RECTIFIED WHITE GLOSS	100 X 300	VERTICAL
WET AREA FLOOR	TILED	ZANBK GNS	100 X 300	SQUARE
BATHROOM WALL	TILED	RECTIFIED WHITE GLOSS	600 X 300	HORIZONTAL
BATHROOM FEATURE	TILED	LANGREY	300 X 100	HORIZONTAL WITH WHITE GROUT
LAUNDRY WALL	GLAZED CERAMIC	WHITE GLOSS	300 X 200	HORIZONTAL STACKED UP TO 1200MM HIGH FROM FLOOR LEVEL

Handwritten initials and a circular stamp containing the letters 'PCC' and 'GCC'.

DYLDAM DEVELOPMENTS LIGHTING SELECTION SCHEDULE

Date: 23-Jul-14
 Project: PROPOSED 264 APARTMENTS
 Address: 111 GEORGE STREET, PARRAMATTA

Specification:

SCHEDULE TO BE READ IN CONJUNCTION WITH SAMPLING AND HIGHLIGHTED PLANS & ELEVATIONS

ITEM / LOCATION	MATERIAL / FINISH	SUPPLIER	PRODUCT RANGE	COLOUR	QTY / NOTES
UNIT INTERIORS					
WALL LIGHTS where applicable	OYSTER	TBA	EQUAL TO SUNNY LIGHTING SPIKE SW3103	FROSTED GLASS WITH CHROME CLIPS	As per electrical layout
CEILING LIGHTS	OYSTER	TBA	EQUAL TO SUNNY LIGHTING SPIKE SO3103/30 & 40	FROSTED GLASS WITH CHROME CLIPS	As per electrical layout
WET AREA CEILING LIGHTS	OYSTER	TBA	EQUAL TO SUNNY LIGHTING M-SERIES SE7250	WHITE	As per electrical layout

