

Date 2/06/2015

Planning Agreement

11 Hassall Street, Parramatta

Parramatta City Council

ABN 49 907 174 773

Saab Parramatta Pty Ltd

ACN 166 728 669

Sonenco Parramatta Pty Ltd

ACN 166 728 196

G. C. DYER
Scott Lloyd

Danny Fayad



Anthony Fayad



MICHAEL SAAB

M. 80

Newcastle

Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300

PO Box 812, Newcastle NSW 2300

t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au

adelaide | brisbane | canberra | melbourne | newcastle | perth | sydney | upper hunter

NLS\SRM\44819443\6

Contents

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

	10.5	General Enforcement	16
11		<i>Review</i>	16
12		<i>Assignment and Transfer</i>	16
13		<i>No fetter</i>	17
	13.1	Discretion	17
	13.2	No fetter	17
14		<i>Notices</i>	17
	14.1	Notices	17
	14.2	Notices sent by email	18
	14.3	Receipt of Notices sent by email	19
15		<i>General</i>	19
	15.1	Relationship between parties	19
	15.2	Time for doing acts	20
	15.3	Further assurances	20
	15.4	Joint and individual liability and benefits	20
	15.5	Variation	20
	15.6	Counterparts	20
	15.7	Legal expenses	20
	15.8	Entire agreement	20
	15.9	Invalidity	20
	15.10	Waiver	21
	15.11	Governing law and jurisdiction	21
	15.12	GST	21
	15.13	Representations and warranties	21
		Schedule 1 Construction Terms	22
		Annexure A Plans Showing the Council Strata Lot	30
		Annexure B Schedule of Finishes	32

Agreement

Date 12/06/2015

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	Saab Parramatta Pty Ltd (Saab)
ACN	166 728 669
Contact	Michael Saab
Telephone	0415 408 125

Third party

Name	Sonenco Parramatta Pty Ltd (Sonenco)
ACN	166 728 196
Contact	Danny Fayad
Telephone	02 9635 3833

Background

- A. The Developers own the Land.
- B. The Developers propose to carry out the Development on the Land. To this extent the Developers propose to make a Development Application to Council for the Development.
- C. Clause 21(2) of the LEP provides that a building is not to exceed the maximum height shown for the land on the Height of Buildings Map. The map relating to clause 21(2) provides a height limit of 72 metres for the Land, which is located within a mixed use zone.
- D. Clause 22(2) of the LEP provides that the maximum floor space ratio for a building on any land is not to exceed the floor space ratio shown for the land on the Floor Space Ratio Map. The map relating to clause 22(2) provides a maximum floor space ratio for the Land of 8:1. Clause 22(3) of the LEP further provides the maximum floor space ratio of future development is limited by site area. Given the area of the Land, the maximum floor space ratio for the Land is 6.56:1 under clause 22(3) of the LEP.
- E. The Developers have sought:

- a. a change to the Height of Buildings Map referred to in clause 21(2) of the LEP to allow a maximum building height of 130 metres for the Land as defined in the LEP; and
 - b. a change to the Floor Space Ratio Map and / or clause 22 of the LEP to allow a maximum floor space ratio of 10.2:1 for the Land.
- F. The Developers have made an offer to enter into a planning agreement with Council requiring the payment of monetary contributions. The Parties wish to formalise the terms of the offer 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;

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 204 and Car Space B5-19 in the Development, consisting two bedrooms, two bathrooms, laundry and lounge room area located on Level 2 of the proposed building as detailed in the plans in Annexure A to this agreement;

CPI means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics;

Developers means Saab and Sonenco;

Development means the development proposed for the Land by the Developers, including a building for mixed retail, commercial and residential uses with a 2 storey podium and a single tower of approximately 41 storeys;

Development Application has the same meaning as in the Act;

Development Consent has the same meaning as in the Act;

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;

Insolvent means the occurrence of any of the following:

- (a) a Party is liquidated, whether compulsorily or voluntarily (other than for the purpose of amalgamation or reconstruction whilst solvent);
- (b) a Party becomes unable to pay its debts as they fall due;
- (c) a Party enters into any arrangement with creditors;
- (d) a Party becomes subject to external administration within the meaning of Chapter 5 of the *Corporations Act 2001* (Cth), including having a receiver or administrator appointed over all or any part of its assets; or
- (e) anything analogous (such as analogous bankruptcy processes) or having a substantially similar effect to the events specified in clauses (a) to (d) above occurs in relation to a party, including the court appointment of a receiver.

Instrument Change means the amendment to the LEP so that the maximum building height for the Land is 130 metres and the maximum floor space ratio for the Land is 10.2:1;

Land means Lot 1 DP 951181 known as 11 Hassall 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*;

Monetary Contribution means the monetary contribution to be paid by the Developers to the Council in accordance with clause 6.1(a) of this Agreement;

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).

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,
- (b) the Instrument Change, and

(c) 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 Monetary Contribution

(a) The Developers will pay to Council a monetary contribution of \$200,000.00 or an amount calculated in accordance with the following formula, whichever is the greater:

$$\begin{array}{ccc} \$200,000.00 & \times & \frac{\text{The CPI at the time of payment}}{\text{The CPI at the date of this agreement}} \end{array}$$

- (b) The Monetary Contribution must be paid to Council within five (5) Business Days of the Instrument Change being published on the New South Wales Legislation Website.
- (c) The Monetary Contribution must be paid by way of bank cheque in favour of Parramatta City Council.
- (d) The Monetary Contribution will be taken to have been made when the Council notifies the Developers in writing that the bank cheque has been received and cleared funds have been deposited in the Council's bank account.
- (e) The parties acknowledge and agree that the Monetary Contribution will be used by Council to implement the proposed improvements set out in the Robin Thomas Reserve Masterplan adopted by the Council, which aims to:
 - (i) enhance the existing recreational benefits of the reserve,
 - (ii) develop a cultural connection to the history of the site of the reserve, and
 - (iii) broaden the general use and amenity of the site of the reserve.

6.2 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 Developers 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; and
 - (ii) Purchase and install a Fisher & Paykel (or other brand as agreed between the parties) dishwasher, washing machine and clothes dryer (each of a specification approved by the Council, whose

approval shall not be unreasonably withheld) in the Council Strata Lot.

- (b) Within 15 Business Days after:
 - (i) the issue of an Occupation Certificate for any part of the Development, or
 - (ii) the registration of a Strata Plan for any part of the Development,whichever occurs later, the Developers must transfer the Council Strata Lot to the Council in accordance with any relevant provisions of the Construction Terms and 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.
- (c) The obligations under clause 6.2(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.
- (d) The obligation under clause 6.2(b) will be taken to have been fulfilled for the purposes of this agreement when the transfer of the Council Strata Lot to Council is shown on the Register.
- (e) 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.

6.3 *Defects Liability*

The Developers 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.

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 any other development on the Land.
- (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 any other development on the Land.

8 Registration of this Agreement

8.1 *Registration of this agreement*

- (a) The Developers represent and warrant that they are the registered proprietors of the Land.
- (b) The Developers agree that they 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 Developers at their own expense will, promptly after this agreement is executed, 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 Developers at their 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 is executed but in any event, no later than 10 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.

8.2 *Removal from Register*

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 the Council is satisfied the Developers have duly fulfilled their obligations under this agreement, and are not otherwise in default of any of the obligations under this agreement.

8.3 *Caveat*

- (a) The Developers acknowledge and agree that:
 - (i) when this agreement is executed, Council is deemed to have acquired, and the Developers are 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 Developers; 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 *Bank Guarantee – Monetary Contribution*

- (a) On execution of this agreement, the Developers must provide to the Council a Bank Guarantee or Bank Guarantees in the amount of \$200,000.00.

- (b) The Council may call on a Bank Guarantee provided under this clause if:
- (i) the Developers are in material or substantial breach of the obligation to pay the Monetary Contribution under this agreement and have failed to rectify the breach after having been given reasonable notice (which must not be less than 10 Business Days) in writing to do so; or
 - (ii) the Instrument Change has occurred and the Developers become Insolvent before paying the Monetary Contribution.

- (c) Within 20 Business Days of each anniversary of a Bank Guarantee provided under clause 10.1(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 10.1(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 Developers 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 Guarantees, the Council must release and return to the Developers, as directed, the Bank Guarantees which it holds that have been replaced.
- (f) The Council may apply the proceeds of a Bank Guarantee provided under this clause in satisfaction of:
 - (i) any obligation of the Developers under this agreement to pay the Monetary Contribution, and
 - (ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure of the Developers to pay the Monetary Contribution.

- (g) The Council must return a Bank Guarantee provided under this clause if requested by the Developers and the Developers have duly fulfilled the obligation under this agreement to pay the Monetary Contribution.
- (h) Nothing in this clause 10.1 prevents or restricts the Council from taking any enforcement action in relation to:
 - (i) any obligation of the Developers 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 Developers to comply with this agreement,

that is not or cannot be satisfied by calling on a Bank Guarantee.

10.2 *Transfer Documents*

- (a) Prior to the issue of an Occupation Certificate, for any part of the Development, the Developers will deliver to Council:
 - (i) a direction to the Registrar-General, duly executed by the Developers, 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 Developers named as transferor and Council named as transferee, properly executed by the Developers 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 document (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 document 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) If, at any time, a certificate of title for the Council Strata Lot is provided, issued to or received by the Developers, the Developers must immediately provide that certificate of title to the Council, to be held by the Council until the transfer of the Council Strata Lot is effected in accordance with this agreement.
- (c) The documents referred to in clause 10.2(a) and clause 10.2(b) are to be held by Council as security for the performance by the Developers of the obligations imposed on them under this agreement.

- (d) If the transfer of the Council Strata Lot is not effected in accordance with this agreement, the Council may, at the Developers' cost, lodge for registration any or all of the documents referred to in clause 10.2(a) and clause 10.2(b), and call on any undertaking given in accordance with clause 10.2(a)(iii), so that Council can become the registered proprietor of the Council Strata Lot.
- (e) Until the Developers have performed their obligations under this agreement, they 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 10.2(a) and clause 10.2(b) incapable of being registered or obsolete.

10.3 Bank Guarantee – Finishing and Transfer

- (a) Prior to the issue of any Construction Certificate for the Development, the Developers are to provide to the Council a Bank Guarantee or Bank Guarantees in the amount of \$305,000.00 indexed in accordance with CPI from the date of execution of this agreement to the date of the Bank Guarantee.
- (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 10.2(d); or
 - (ii) the Developers fail to finish the Council Strata Lot in accordance with clauses 6.2(a)(i) and 6.2(a)(ii).
- (c) Within 20 Business Days of each anniversary of a Bank Guarantee provided under clause 10.3(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 10.3(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 Developers 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 Developers, as directed, the Bank Guarantees which it holds that have been replaced.
- (f) The Council may apply the proceeds of a Bank Guarantee under this clause in satisfaction of:
 - (i) any obligation of the Developers under this agreement to finish the Council Strata Lot in accordance with clauses 6.2(a)(i) and 6.2(a)(ii);
 - (ii) any obligation of the Developers to pay the costs of transferring the Council Strata Lot to Council under clause 10.2(d); and
 - (iii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by Council because of the failure by the Developers to comply with this agreement.
- (g) The Council must return a Bank Guarantee provided under this clause if requested by the Developers and the Developers have duly fulfilled all of their obligations under this agreement.
- (h) Nothing in this clause 10.3 prevents or restricts the Council from taking any enforcement action in relation to:
 - (i) any obligation of the Developers 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 Developers to comply with this agreement,

that is not or cannot be satisfied by calling on a Bank Guarantee.

10.4 Restriction on the issue of Certificates

- (a) For the purposes of section 109F(1) of the Act and clause 146A of the Regulation:
 - (i) the Developers must have paid the Monetary Contribution;
 - (ii) this agreement must be registered in accordance with clause 8.1; and
 - (iii) the Developers must provide the Bank Guarantee required under clause 10.3(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 Developers must:
 - (i) complete the construction and finishing of the Council Strata Lot in accordance with clause 6.2(a); and
 - (ii) provide the documents required under clause 10.2(a),prior to the issue of any Occupation Certificate for the Development or any part of the Development.

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

- (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 Developers must not assign, transfer or dispose of any right, title or interest in the Land to another person or entity (**Transferee**) unless:
 - (i) the Developers satisfy Council that the proposed Transferee is financially capable of complying with the Developers' obligations under this agreement;
 - (ii) the Developers satisfy 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 Developers under this agreement;

- (iv) any default by the Developers under any provisions of this agreement have been remedied by the Developers or waived by the Council on such conditions as the Council may determine; and
- (v) the Developers and the Transferee pay the Council's reasonable costs in relation to the novation deed and the assignment.

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 Instrument Change or the granting of Development Consent for the Development (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 Saab Parramatta Pty Ltd: 3 Newport Place, Oatlands NSW 2117
Fax: 02 9633 9833
Attention: Michael Saab
 - (iii) to Sonenco Parramatta Pty Ltd: 10 River Road, Parramatta NSW 2150
Fax: 02 9633 9833
Attention: Danny 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) Saab Parramatta Pty Ltd: Attention: Michael Saab
saabcorp@hotmail.com

(C) Sonenco Parramatta Pty Ltd Attention: Danny Fayad
ssonenco@bigpond.net.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 Joint and individual liability and benefits

Except as otherwise set out in this agreement, any agreement, covenant, representation or warranty under this agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

15.5 Variation

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

15.6 Counterparts

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

15.7 Legal expenses

The Developers 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.

15.8 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.

15.9 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 15.9(b)(i) or (ii) applies.

15.10 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.

15.11 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.

15.12 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 Developers 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.

15.13 Representations and warranties

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

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 Developers require any Approvals in order to carry out the obligations under this agreement, then:

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

2.3 The Developers 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 Developers will bear all costs associated with the Works.

4 Carrying out of Works

4.1 Communication

The Developers 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 Developers 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 Developers;
 - (iii) complying with all reasonable directions of the Developers;
 - (iv) exercising its rights under this clause entirely at its own risk in all respects; and
 - (v) being accompanied by the Developers or a nominee, or as otherwise agreed.
- (b) The Council may, within 5 Business Days of carrying out an inspection, notify the Developers of any defect or non-compliance in the Works and direct the Developers 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 Developers are issued a direction to carry out further work under clause 5(b) of this Schedule 1, the Developers must, at the Developers'

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

- (d) If the Developers fail 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 Developers have 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 Developers consider that the Works, or any part of the Works, are complete, the Developers 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 Developers of any additional information required or matters which must be addressed by the Developers prior to the certification being issued.
- (c) If the Developers are required to provide additional information or address any matters under clause 6(b)(ii) of this Schedule 1, the Developers 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 Developers 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 Developers that the Council may reasonably require;
 - (iii) copies of all Approvals required for the occupation or use of the Council Strata Lot, including an Occupation Certificate for the Council Strata Lot; and
 - (iv) a costs schedule, detailing the actual cost of the Works.
- (b) The Developers 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 Developers must assign (as beneficial owner) or cause to be assigned to Council the benefit of any warranties and guarantees obtained by the Developers 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 Developers 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 Developers' 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 Developers a notice (**Rectification Notice**) in writing that identifies a defect in the Works and specifies:
- (i) action required to be undertaken by the Developers to rectify that defect; and
 - (ii) the date on which the defect must be rectified.

- (b) The Developers 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 Developers and its contractors any access required to carry out the rectification works.
- (d) When the Developers considers that a rectification is complete, the Developers 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 Developers 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 Developers in writing that it is satisfied the rectification work is complete.
- (f) The Developers must meet all costs of and incidental to rectification of defects under this clause 9.1.
- (g) If the Developers fail 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 Developers, 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 Developers 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 Developers 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 Developers in accordance with clause 7(a)(iv) of this Schedule 1.
- (b) The Developers advise 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 Developers 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 Developers procure 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 Developers.
- (b) 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 Developers undertake the Works entirely at its own risk.

11 Insurance

- (a) Prior to the commencement of the construction of any of the Works, the Developers must ensure the Builder effects and the Developers 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 Developers 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

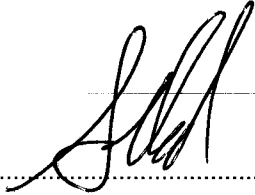
The Developers indemnify the Council, its employees, officers, agents, contractors and workmen from and against all Claims in connection with the carrying out by the Developers of the Works except to the extent such Claim arises either directly or indirectly as a result of the negligence, default, act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

Date ~~2/06~~ 2015

Sparke Helmore Lawyers

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

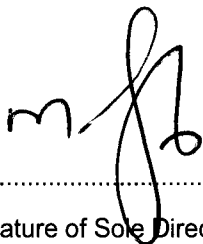
Scott Lloyd.

Print name of Lord Mayor

G. C. OYER

Print name of Chief Executive Officer

Executed by **Saab Parramatta Pty Ltd**)
ACN 166 728 669 in accordance with)
section 127 of the *Corporations Act 2001*)
(Cth) by:)

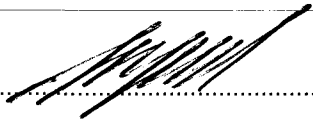


Signature of Sole Director and Sole
Secretary

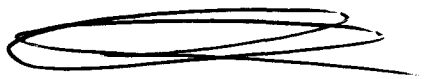
MICHEL SAAB

Print name of Sole Director and Sole
Secretary

Executed by Sonenco Parramatta Pty)
Ltd ACN 166 728 196 in accordance with)
section 127 of the *Corporations Act 2001*)
(Cth) by:



Signature of Director



Signature of Director / Secretary

Danny Fayael

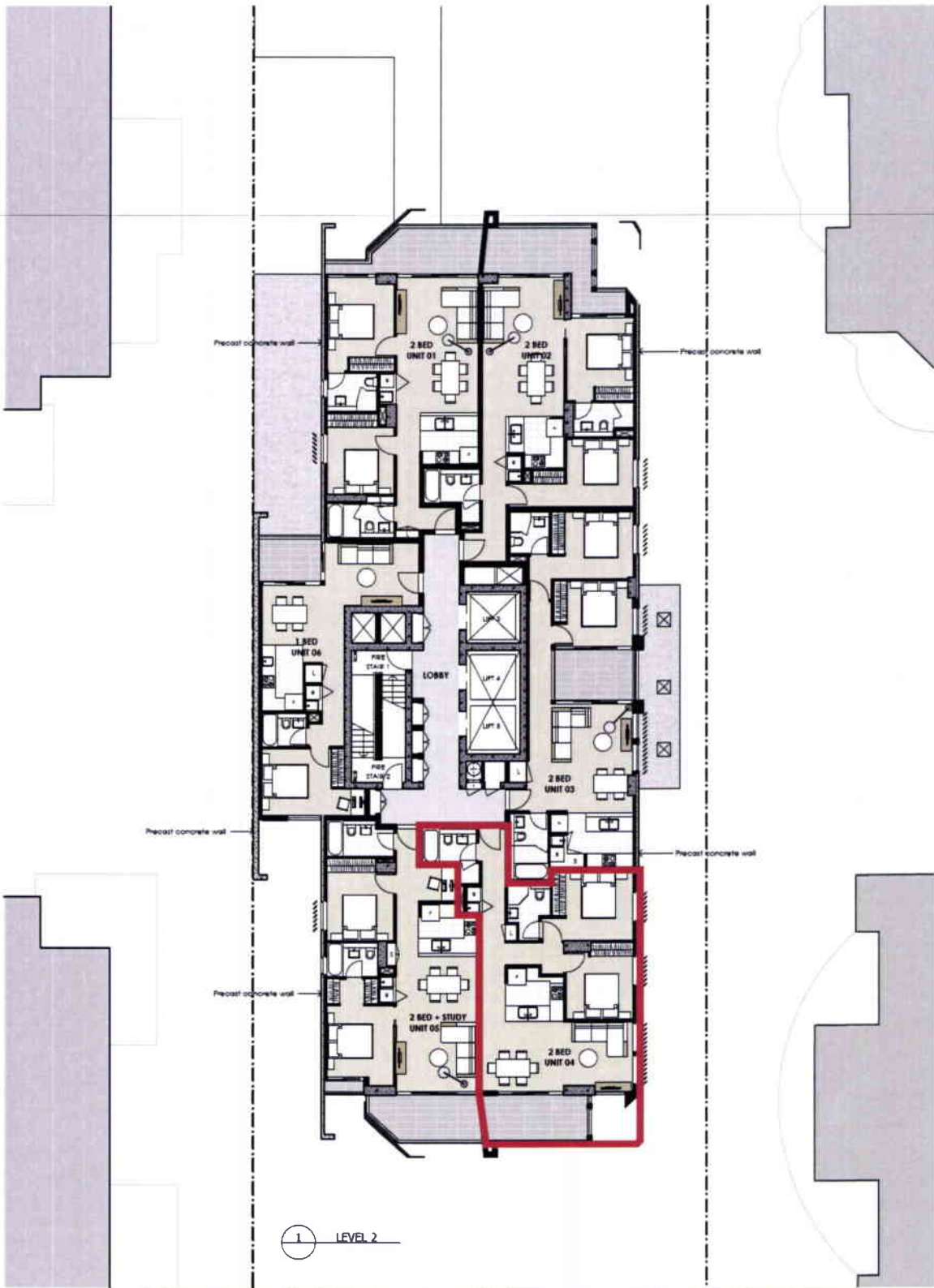
Print name of Director

Anthony Fayael

Print name of Director / Secretary

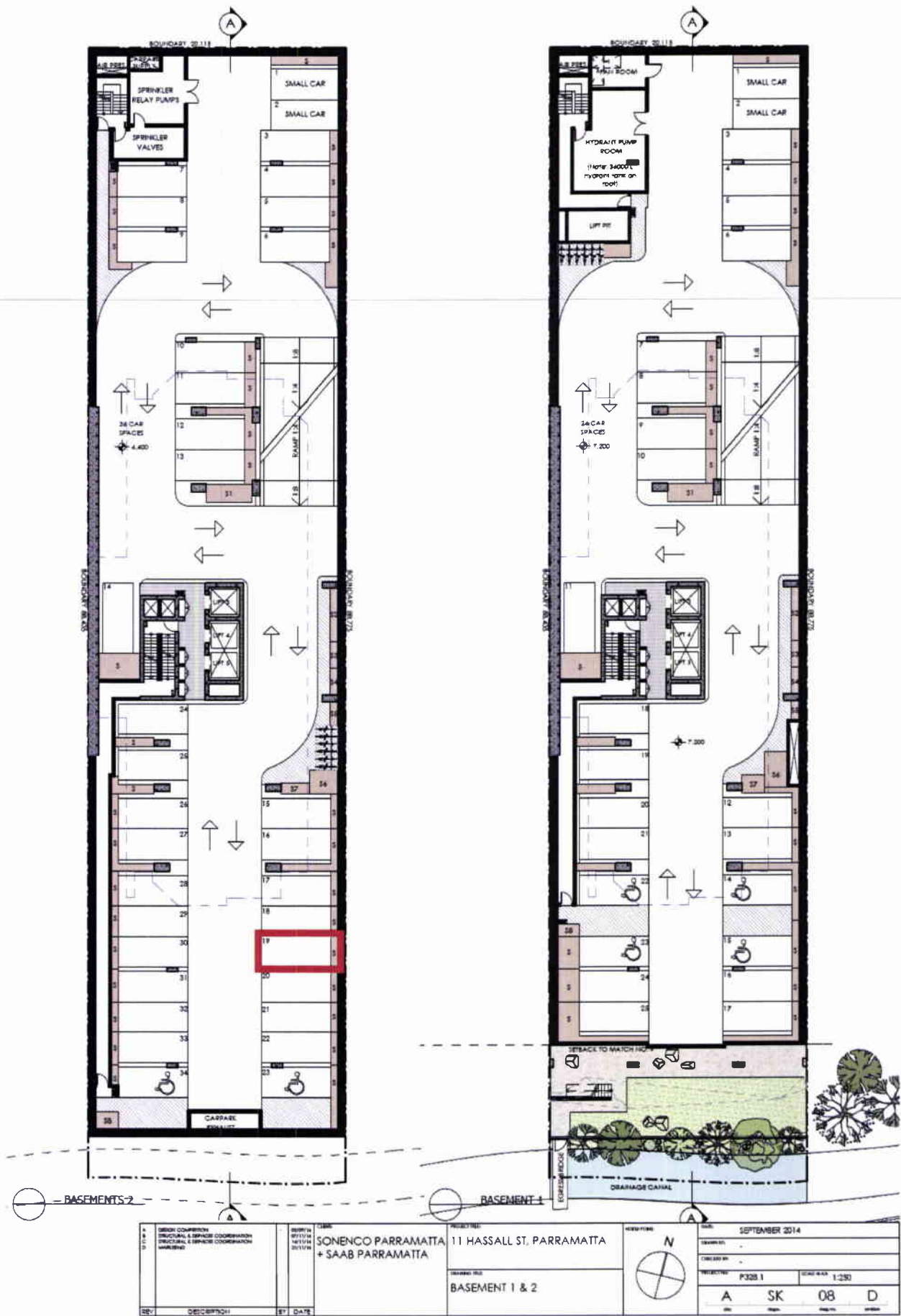
Annexure A

Plans Showing the Council Strata Lot



A F C	DESIGN COORDINATION STRUCTURAL & SERVICE COORDINATION MECHANICAL & SERVICE COORDINATION ELECTRICAL	DATE 10/11/14 10/11/14 10/11/14	PROJECT SONENCO PARRAMATTA + SAAB PARRAMATTA	PROJECT NO. 11 HASSALL ST. PARRAMATTA	DATE 10/11/14	SCALE 1:150	REVISION P.328.1	DATE 10/11/14	BY A	CHECKED BY SK	DATE 12	BY D

Handwritten signatures and initials: A.F. D.F. ms.



A.F D.F

Annexure B

Schedule of Finishes

Schedule of Finishes for SkyRise unit 204**Car Space**

Single car space plus storage area (B5-19)

Kitchens

White Polyurethane kitchen cupboards with Caesar stone bench top

Alder chrome kitchen sink mixer

Double bowl stainless steel sink

Fisher & Paykel stainless steel 60cm gas cooktop

Fisher & Paykel stainless steel 60cm wall oven

Fisher & Paykel stainless steel 60cm range hood

Fisher & Paykel stainless steel dishwasher

Colourback glass splash backs

Bathroom & Ensuites

vanity with frameless mirror above

Alder chrome mixers to vanities, showers and baths

white acrylic bathtub

Chrome bathroom accessories

back to wall toilet suites

semi frameless glass shower screens

Door hardware with privacy set

Bedrooms

Aluminium sliding wardrobe doors with opaque glass

Door hardware with passage set

Flooring

Living, dining, hallways & bedrooms to be carpeted

Vitrified floor tiles to the bathroom, ensuite, kitchen and laundry

Vitrified tiles to balconies

Entry foyer, common area and lift lobbies to be tiled

Walls & Ceilings

BCA compliant Hebel party wall system, plasterboard sheeted and painted

Full height ceramic tiling to the bathroom, ensuite and laundry walls

Internal metal stud walls sheeted and painted

Plaster board ceilings

concrete pre cast on external walls

Windows & Sliding Doors

Semi-commercial and framed windows and sliding doors

Electrical & Data

Two double GPO's to kitchen

Hard wired power connections as required to all appliances

Two double GPO's to living and dining room

One telephone, Internet, TV and Pay TV point to living room

One telephone, Internet, TV and Pay TV point to main bedroom

Two double GPO's to second bedroom

One double GPO to each bathroom, ensuite and laundry

Access control to common area doors

Security video intercom

Downlights throughout

Air Conditioning

Ducted Air Conditioning

General Items

dryer to laundry

Stainless steel laundry tub to laundry

Automatic garage door at basement entry

Aluminium balustrades with glass to balcony

Holland blinds throughout