

Contract for the sale of land - 2005 edition

TERM

MEANING OF TERM

Vendor's agent

Co-agent

Vendor

Vendor's solicitor

Completion date 42nd day after the contract date (clause 15)

Land
(Address, plan details
and title reference)

Improvements ☐ VACANT POSSESSION ☐ subject to existing tenancies
☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ none
☐ other:
Attached copies ☐ Documents in the List of Documents as marked or as numbered:
☐ Other documents:

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

Inclusions ☐ blinds ☐ curtains ☐ insect screens ☐ stove
☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ pool equipment
☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ TV antenna
☐ other:

Exclusions

Purchaser

Purchaser's solicitor

Price \$
Deposit \$ (10% of the price, unless otherwise stated)
Balance \$
Contract date (if not stated, the date this contract was made)

Vendor

Witness

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

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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

Vendor duty is payable ☐ NO ☐ yes in full ☐ yes to an extent
Deposit can be used to pay vendor duty ☐ NO ☐ yes
Land tax is adjustable ☐ NO ☐ yes
GST: Taxable supply ☐ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS - Name, address and telephone number

List of Documents

General	Strata or community title (clause 23 of the contract)
1 property certificate for the land 2 plan of the land 3 unregistered plan of the land 4 plan of land to be subdivided 5 document that is to be lodged with a relevant plan 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) 7 section 149(5) information included in that certificate 8 sewerage connections diagram 9 sewer mains diagram 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract 11 section 88G certificate (positive covenant) 12 survey report 13 section 317A certificate (certificate of compliance) 14 building certificate given under <i>legislation</i> 15 insurance certificate (Home Building Act 1989) 16 brochure or note (Home Building Act 1989) 17 section 24 certificate (Swimming Pools Act 1992) 18 lease (with every relevant memorandum or variation) 19 other document relevant to tenancies 20 old system document 21 Crown tenure card 22 Crown purchase statement of account 23 Statutory declaration regarding <i>vendor duty</i>	24 property certificate for strata common property 25 plan creating strata common property 26 strata by-laws not set out in <i>legislation</i> 27 strata development contract or statement 28 strata management statement 29 leasehold strata - lease of lot and common property 30 property certificate for neighbourhood property 31 plan creating neighbourhood property 32 neighbourhood development contract 33 neighbourhood management statement 34 property certificate for precinct property 35 plan creating precinct property 36 precinct development contract 37 precinct management statement 38 property certificate for community property 39 plan creating community property 40 community development contract 41 community management statement 42 document disclosing a change of by-laws 43 document disclosing a change in a development or management contract or statement 44 document disclosing a change in boundaries 45 certificate under Management Act - section 109 (Strata Schemes) or section 26 (Community Land)

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving

AGL Gas Networks Limited Council County council East Australian Pipeline Limited Education & Training Dept Electricity authority Environment & Conservation Dept Fair Trading	Government Business & Government Procurement Heritage Office Infrastructure Planning and Natural Resources Land & Housing Corporation Mine Subsidence Board Owner of adjoining land Primary Industries Department RailCorp	Public Works Dept Roads & Traffic Authority Rural Lands Protection Board Sustainable Energy Development Telecommunications authority Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.

- 2 A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- 3 If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- 4 If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 5 The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- 6 The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
- 7 If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- 8 The purchaser should arrange insurance as appropriate.

DISPUTES

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

AUCTIONS

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

TERM**MEANING OF TERM**

Vendor's agent Chase Property Group, 13 Regent Street Kogarah 2217

Vendor **JOSEPH ANDREW VRACA and DANIEL BART VRACA**
of 22A Neville Street Oatley 2223

Vendor's Solicitor **Coorey & Fitzgerald**, 28 Carrington Avenue Strathfield 2135
PO Box 22 Strathfield 2135 Phone 9706 7870 Fax 8076 3347
Ref. Mr Vincent Coorey Email: coofitz@gmail.com

Completion date 42nd day after the contract date (clause 15)

Land **45/37-43 Eastbourne Road, Homebush West 2140**

(Address, plan details Lot 45 in Strata Plan 84224 being **45/SP84224**.
and title reference) With vacant possession.

Improvements Home unit and car spaces

Attached copies Documents in the List of Documents as marked or as numbered:
1, 2, 6, 7, 8, 9, 10 and 18. Other documents: Nil

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

Inclusions Blinds, fixed floor coverings, light fittings, range hood, stove and built in
wardrobes.

Exclusions Nil.

Purchaser

Purchaser's Solicitor

Price: \$
Deposit \$
Balance \$

(10% of price unless otherwise stated)

Contract date 2018 (if not stated, the date this contract was
made)

GST AMOUNT (optional) The price includes GST of \$nil.

.....
Vendor/s

.....
Witness

.....
Purchaser/s Joint tenants Tenants in common
In equal unequal shares

.....
Witness

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

Vendor duty is payable **No**

Deposit can be used to pay vendor duty **No**

Land tax is adjustable **Yes**

GST: Taxable supply **No**

Margin scheme will be used in making

the taxable supply **No**

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

A. Not made in the course or furtherance of an enterprise that the Vendor carries on (section 9-5(b))

B. By a Vendor who is neither registered nor required to be registered for GST (section 9-5(d))

C. GST-free because the sale is the supply of a going concern under section 38-325

D. GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

E. Input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195(1))

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number: Network Strata, telephone 1300 638 787.

30. Interest and notice to complete

30.1 If the Purchaser completes this contract but does not do so on or before the completion date, then on completion:

30.1.1 the Purchaser must pay the Vendor interest on the balance of the price from but excluding the completion date to and including the date of actual completion at the rate of 8% per annum and

30.1.2 despite clause 14, adjustments are to be made as at the earliest of the completion date, the date possession is given to the Purchaser and the date of actual completion.

30.2 Payment of interest in accordance with this clause is an essential term of this contract.

30.3 The Purchaser need not pay interest under this clause for any period in which the Purchaser's failure to complete is caused solely by the Vendor.

30.4 If a party is entitled to give a notice to complete, then 14 days (excluding the date on which the notice is given) is a reasonable period to allow for completion in that notice.

31. No representations or warranties except in contract

The Purchaser accepts and warrants that in entering into this Contract the Purchaser has not relied on any representation or warranty about its subject matter except those set out in this Contract.

33. Real Estate Agency

The Purchaser warrants that he was not introduced to the Vendor or the property by any real estate Agent except the Agent, if any, named on the front page of the within Contract and the Purchaser indemnifies the Vendor against any successful claim for commission and interest thereon which might be made by any other Agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities shall continue not merging on completion. The Vendor warrants that he has not engaged the services of any agent other than that as noted on the particulars page of this Contract.

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

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

WARNING--LOOSE-FILL ASBESTOS INSULATION Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the Home Building Act 1989). In particular, a purchaser should:

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

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

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



LAND REGISTRY SERVICES

LOGIN

LOG OFF

HOME

HELP

NEW ACCOUNT ENQUIRIES

COURT FEES & FORMS

ASIC (COMPANY SEARCH)

BUSINESS NAMES

CREDIT CHECK

LAND & PROPERTY (LPI)

BANKRUPTCIES ETC.

SYDNEY WATER

SETTLEMENTS

RATE ENQUIRIES

OFFICE OF STATE REVENUE

NEW SOUTH WALES LAND REGISTRY SERVICES -

FOLIO: 45/SP84224

SEARCH DATE

TIME

EDI

8/3/2018

7:05 AM

LAND

LOT 45 IN STRATA PLAN 84224

AT FLEMINGTON

LOCAL GOVERNMENT AREA STRATHFIELD

FIRST SCHEDULE

JOSEPH ANDREW VRACA

DANIEL BART VRACA

AS TENANTS IN COMMON IN EQUAL SHARES

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP84224

2 AH164252 MORTGAGE TO QUDOS MUTUAL LTD



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP84224

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/3/2018	7:06 AM	8	2/2/2017

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 84224
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FLEMINGTON
LOCAL GOVERNMENT AREA STRATHFIELD
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM SP84224

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 84224
ADDRESS FOR SERVICE OF DOCUMENTS:
'CENTENARY APARTMENTS'
37-43 EASTBOURNE ROAD
HOMEBUSH WEST 2140

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 Z178851 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 3 Z137357 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 4 Z181509 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 5 DP1154798 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 SP84224 POSITIVE COVENANT
- 7 AM125804 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 84224

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 215	2	- 209	3	- 212	4	- 209
5	- 209	6	- 212	7	- 212	8	- 215
9	- 212	10	- 207	11	- 207	12	- 207
13	- 223	14	- 215	15	- 223	16	- 209
17	- 207	18	- 207	19	- 207	20	- 207
21	- 207	22	- 209	23	- 204	24	- 207
25	- 207	26	- 212	27	- 201	28	- 201

END OF PAGE 1 - CONTINUED OVER

COOREY-coofitz-Vraca

PRINTED ON 8/3/2018

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title.

Warning: the information appearing under notations has not been formally recorded in the Register.

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

Date and Time of Search: Thu Mar 08 07:06:45 2018

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Ph: 02 92615211 Fax: 02 92647752 | R Hazlett & Co. ABN 20 104 470 340 | www.hazlett.com.au

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP84224

PAGE 2

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

STRATA PLAN 84224

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
29	- 201	30	- 201	31	- 184	32	- 215
33	- 212	34	- 209	35	- 187	36	- 187
37	- 209	38	- 212	39	- 215	40	- 184
41	- 184	42	- 207	43	- 229	44	- 207
45	- 234	46	- 238	47	- 179	48	- 234

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

COOREY-coofitz-Vraca

PRINTED ON 8/3/2018

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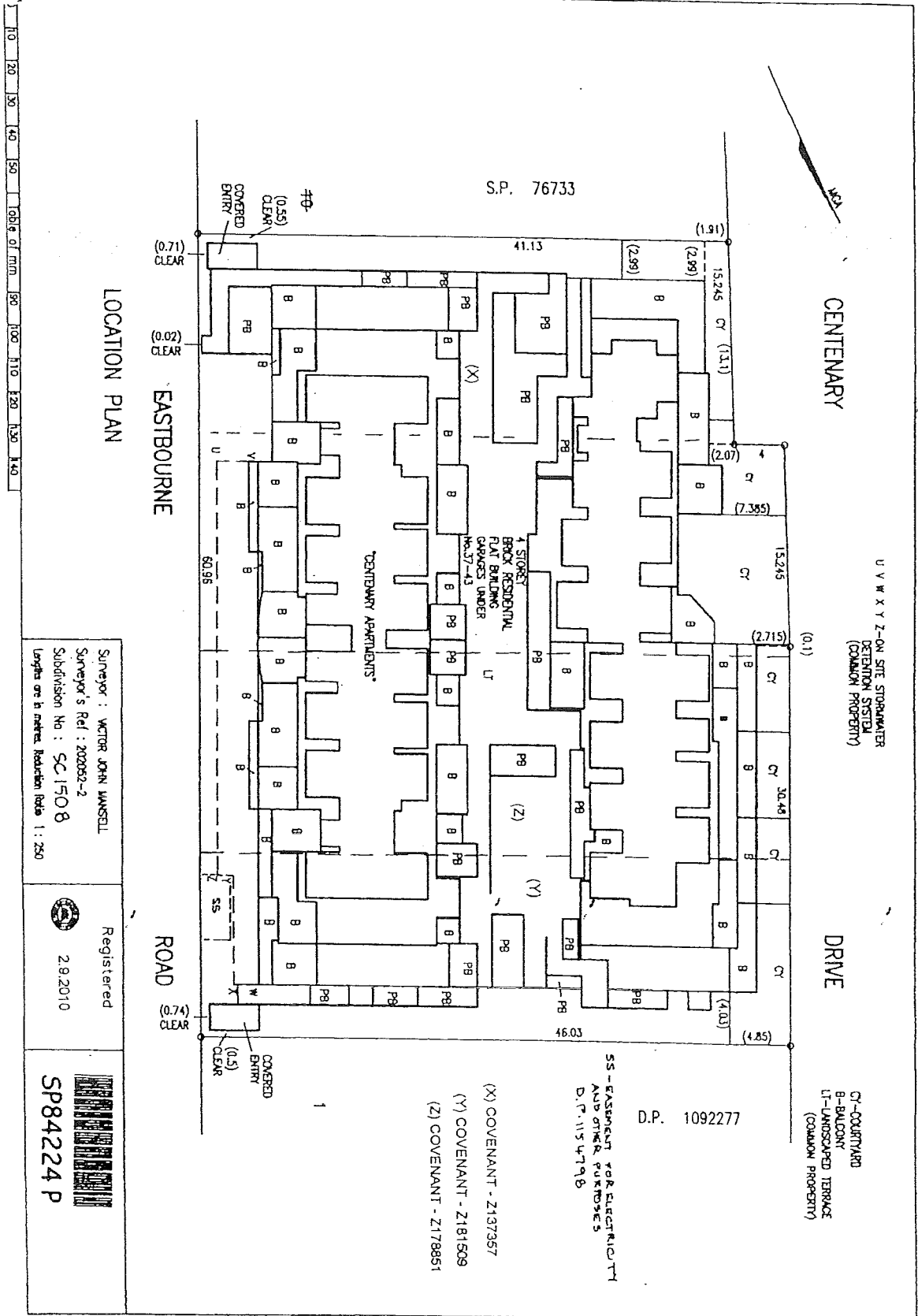
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Date and Time of Search: Thu Mar 08 07:06:45 2018

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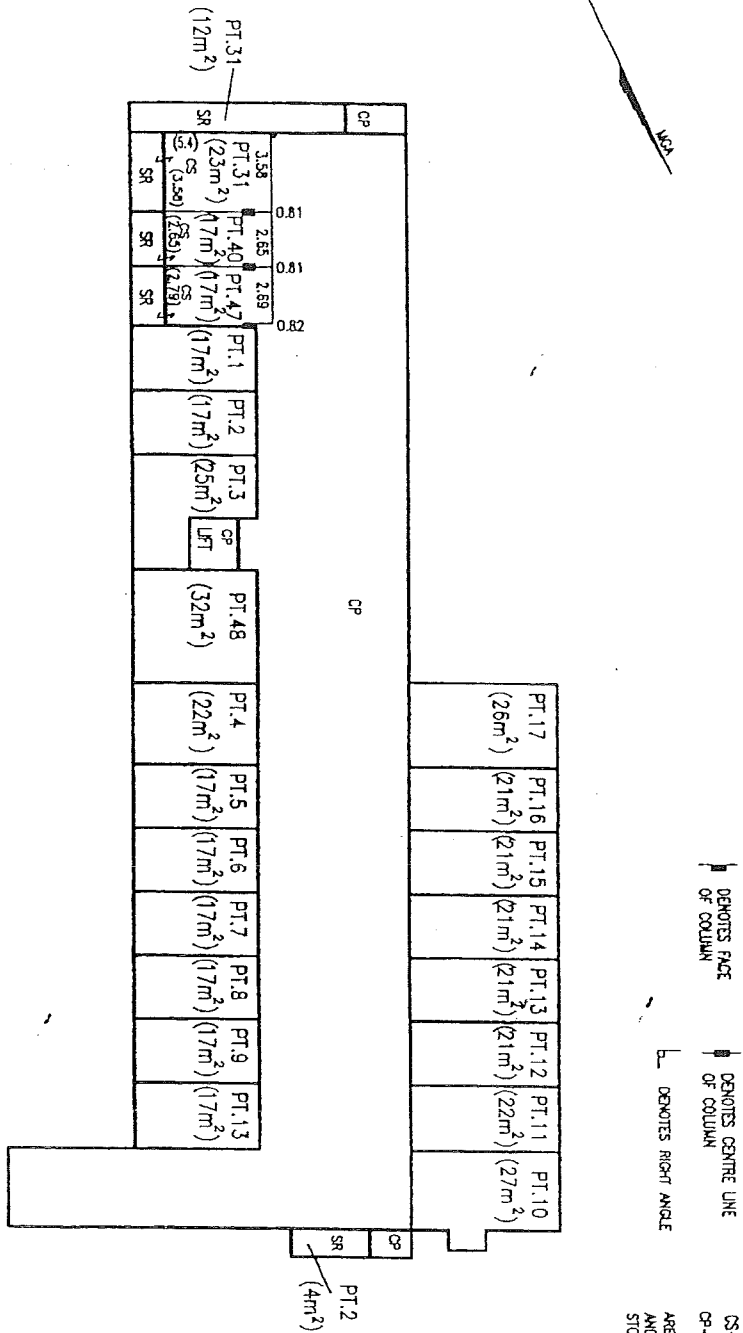


STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 7 sheets

BASEMENT CAR PARKING/GARAGES (LOWER)



Surveyor: WALTER JOHN LAMSELL
 Surveyor's Ref: 202052-2
 Subdivision No: 5C 1508
 Lengths are in metres Reduction Ratio 1:200

Registered
 2.9.2010

SP84224

STRATA PLAN FORM 2 (A3)

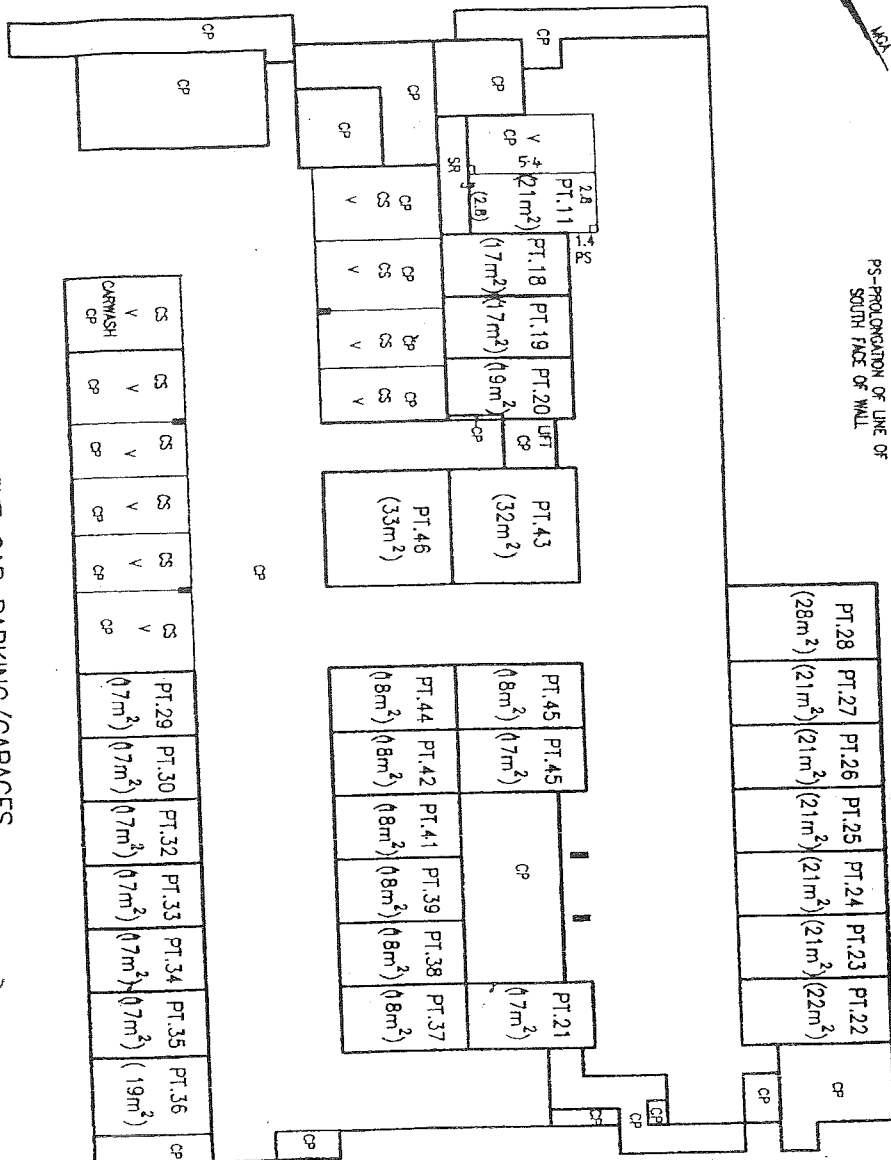
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 7 fields

PS-PROLONGATION OF LINE OF
SOUTH FACE OF WALL

SR-STOREROOM
CS-CAR SPACE
V-VISITOR PARKING
CP-COMMON PROPERTY
ANGLES ARE APPROXIMATE.

DEMOTES RIGHT ANGLE



BASEMENT CAR PARKING/GARAGES

(UPPER)

Surveyor: VICTOR JOHN WANSSELL
 Surveyor's Ref: 202052-2
 Subdivision No: SC1508
 Lengths are in metres. Reduction Ratio 1:200

Registered
 29.2010

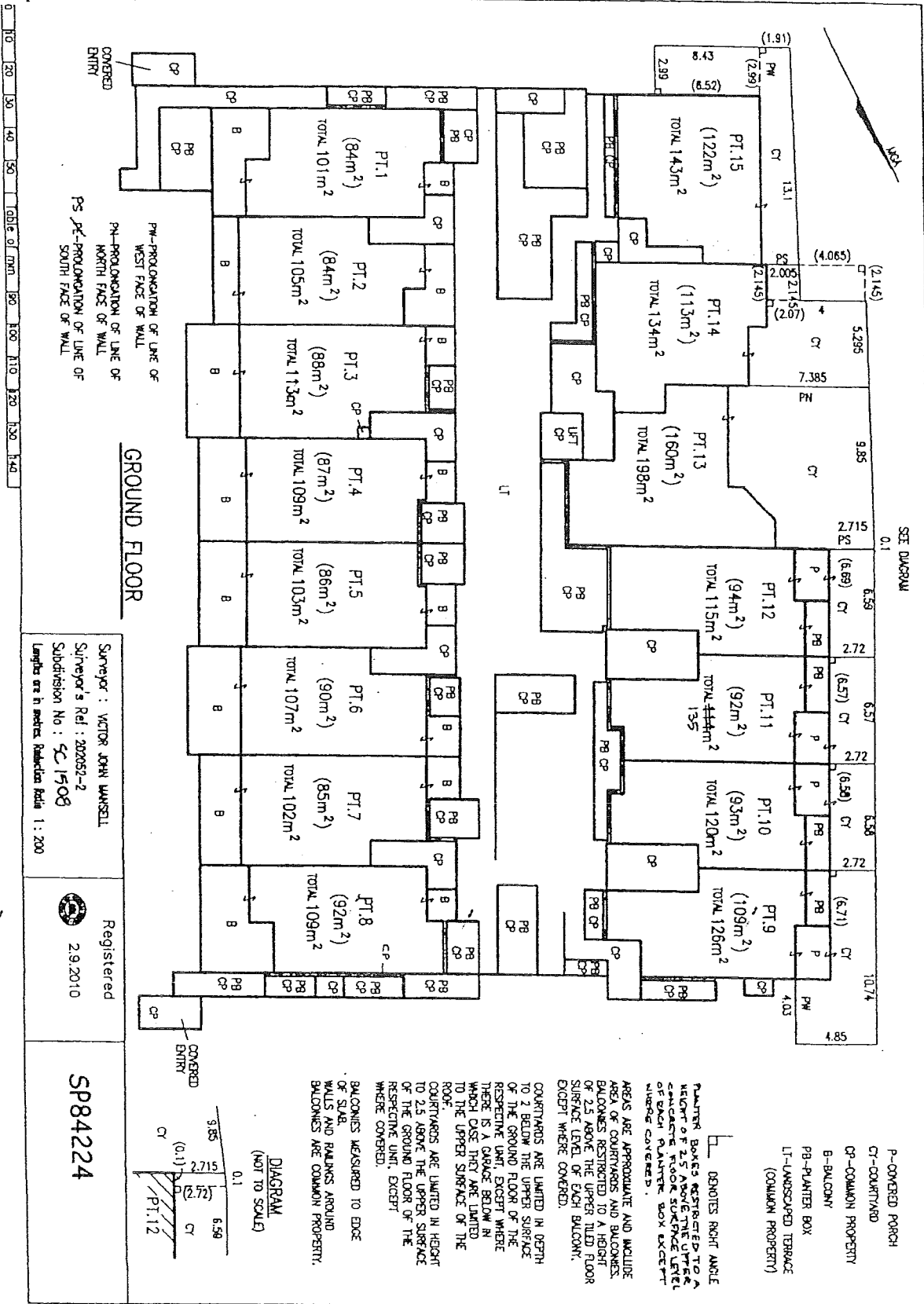
SP84224

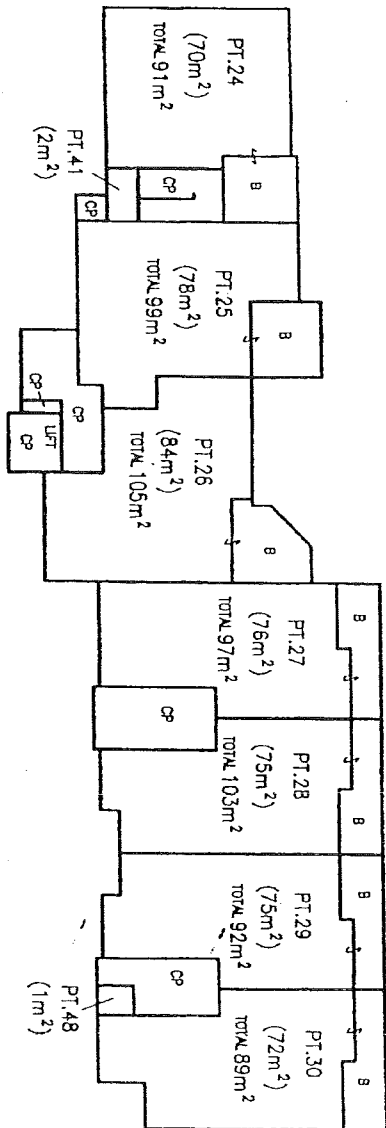
Scale of mm 90 100 110 120 130 140

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 4 of 7

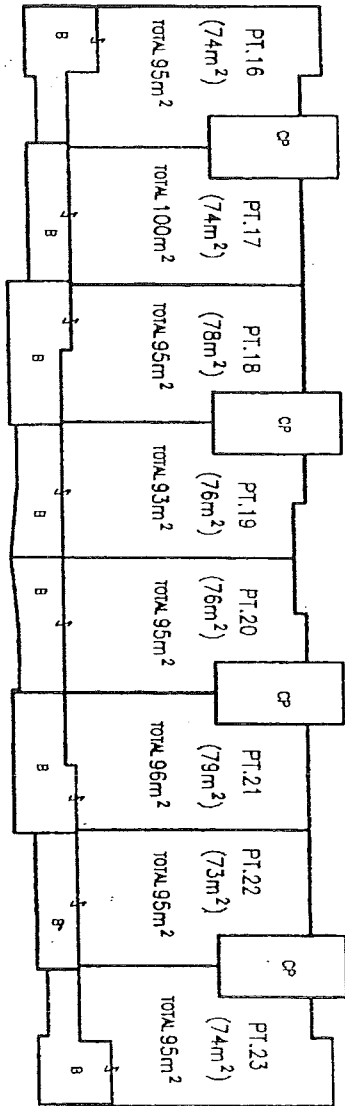




B-BALCONY
 CP-COMMON PROPERTY

AREAS ARE APPROXIMATE AND
 INCLUDE AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT
 OF 2.5 ABOVE THE UPPER TILED FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.
 BALCONIES MEASURED TO EDGE
 OF SLAB.
 WALLS AND RAILINGS AROUND
 BALCONIES ARE COMMON PROPERTY.

FIRST FLOOR



Surveyor: VICTOR JOHN MANSSELL
 Surveyor's Ref: 200652-2
 Subdivision No: SC 1500
 Lengths are in metres Reduction Ratio 1:200



Registered
 29.2010

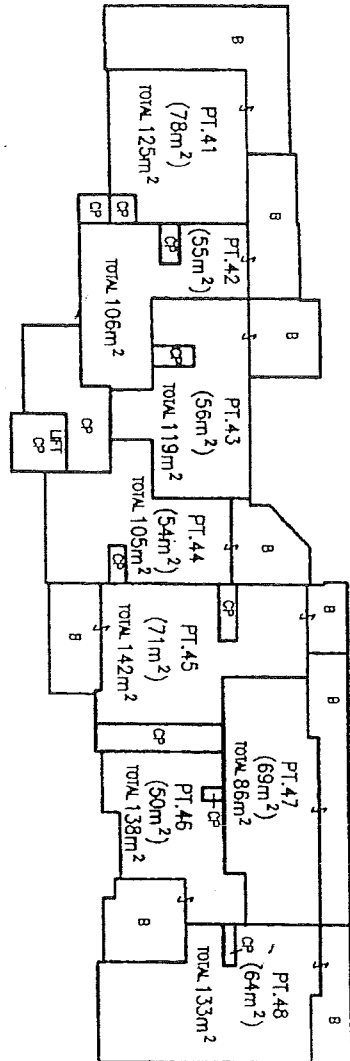
SP84224

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140
 Scale of mm

SIRATA PLAN FORM 2 (A3)

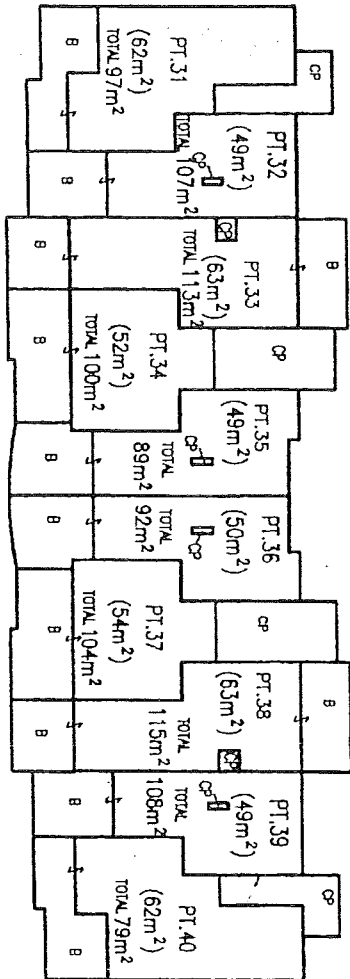
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 6 of 7 sheets



CP-COMMON PROPERTY
 B-BALCONY

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT
 OF 2.5 ABOVE THE UPPER TILED FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.
 BALCONIES MEASURED TO EDGE
 OF SLAB.
 WALLS AND RAILINGS AROUND
 BALCONIES ARE COMMON PROPERTY.



SECOND FLOOR

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Surveyor: MICHAEL JOHN WINSSELL
 Surveyor's Ref: 202052-2
 Subdivision No: SC 1508
 Lengths are in meters. Reduction Ratio: 1:200

Registered
 29.2010

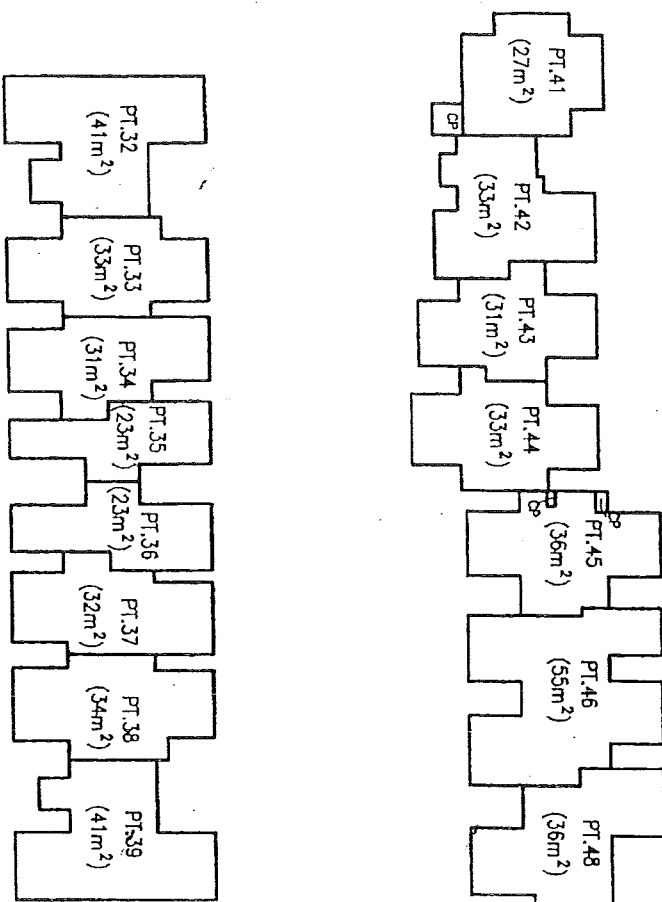
SP84224

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 7 of 7 sheets

ON-COMMON PROPERTY
 AREAS ARE APPROXIMATE



THIRD FLOOR

Surveyor: VICTOR JOHN LAWSELL
 Surveyor's Ref: 20062-2
 Subdivision No: SC 1508
 Lengths are in metres. Reduction Ratio 1:200



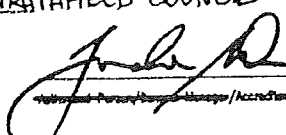
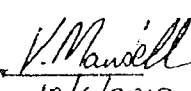
Registered
 2.9.2010

SP84224

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only) The Owners - Strata Plan No SP84224 "CENTENARY APARTMENTS" 37-43 EASTBOURNE ROAD, HOMEBUSH WEST 2140	use only  SP84224 S
*Residential Model By-laws adopted for this scheme Keeping of Animals: Option A/B/C *Schedule of By-laws in sheets filed with plan *No By-laws apply *Strike out whichever is inapplicable	Office use only Registered:  2.9.2010 Purpose: STRATA PLAN PLAN OF SUBMISSION OF LOT 100 IN D.P. 1150192
Strata Certificate (Approved Form 5) ~~(1) The Council or Accredited Certifier~~ GORDON WREN Accreditation No. BBB 0447 has made the required inspections and is satisfied that the requirements of: *(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 28A Strata Schemes (Freehold Development) Regulation 2007, *(b) ~~Section 38 or 38A Strata Schemes (Freehold Development) Act 1973 and clause 28B Strata Schemes (Freehold Development) Regulation 2007~~ have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate. *(2) The Accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with. ~~*(3) The strata plan is part of a development scheme.~~ The Council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates. *(4) The building encroaches on a public place and: *(a) The Council does not object to the encroachment of the building beyond the alignment of *(b) The Accredited Certifier is satisfied that the building complies with a relevant development consent which is in force and allows the encroachment. *(5) This approval is given on the condition that if (a) ~~are created or vary~~ in accordance with section 38 of the Strata Schemes (Freehold Development) Act 1973 or section 38 of the Strata Schemes (Freehold Development) Act 1973 Date: 29 JULY 2010 Subdivision No. SC1508 Relevant Development Consent No. 2010/023 Issued by: STRATHFIELD COUNCIL  *Strike through if inapplicable. *Insert lot numbers of proposed utility lots.	LGA: STRATHFIELD Locality: HOMEBUSH WEST Parish: LIBERTY PLAINS County: CUMBERLAND SURVEYOR'S CERTIFICATE VICTOR JOHN MANSELL OF W. BUXTON P/L of 76 WILLISON ROAD, CARLTON NSW 2218 a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that: (1) Each applicable requirement of *Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 *Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 has been met; *(2) * (a) the building encroaches on a public place * (b) the building encroaches on land (other than a public place) and an appropriate easement has been created by ~~the owner~~ to permit the encroachment to remain. *(3) The survey information recorded in the accompanying location plan is accurate. Signature:  Date: 10/6/2010 *Strike through if inapplicable. *Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement. SURVEYOR'S REFERENCE: 202052-2 Use STRATA PLAN FORM 3A for additional certificates, signatures and seals.

OFFICE USE ONLY

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 100 IN D.P. 1150192

SP84224

Registered:



2.9.2010

Strata Certificate Details: Subdivision No: SC 1508

Date: 29 July 2010

SCHEDULE OF UNIT ENTITLEMENT

(If insufficient space use additional annexure sheet)

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	215	17	207	33	212
2	209	18	207	34	209
3	212	19	207	35	187
4	209	20	207	36	187
5	209	21	207	37	209
6	212	22	209	38	212
7	212	23	204	39	215
8	215	24	207	40	184
9	212	25	207	41	184
10	207	26	212	42	207
11	207	27	201	43	229
12	207	28	201	44	207
13	223	29	201	45	234
14	215	30	201	46	238
15	223	31	184	47	179
16	209	32	215	48	234
AGGREGATE					10000

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

(If insufficient space use additional annexure sheet)

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7 (3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT

AS SET OUT IN THE ACCOMPANYING INSTRUMENT.

SURVEYOR'S REFERENCE: 202052-2

OFFICE USE ONLY

STRATA PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
PLAN OF SUBDIVISION OF LOT 100 IN D.P. 1150192	SP84224 Registered: 2.9.2010	
Strata Certificate Details: Subdivision No: <u>SC 1508</u> Date: <u>29 JULY 2010</u>		
ABN: 80 127 499 079 ARIF GROUPS PTY LTD SALE DIRECTOR / SECRETARY ABN: 73 099 296 401 EASTBOURNE DEVELOPMENTS PTY LTD SALE DIRECTOR / SECRETARY EXECUTED by BANK OF WESTERN AUSTRALIA LTD. C N. 050 494 454 by its Attorneys: WARWICK JAMES TINGLE and its duly constituted Attorneys under Power of Attorney No. 4305 959 dated 10th April 2001 who at the date thereof had no notice of revocation of such Power of Attorney in the presence of: An Officer of the Bank INERIO LIPDE BANK OF WESTERN AUSTRALIA LTD by its Attorneys: Signature WARWICK JAMES TINGLE Name and Title (please print) SENIOR MANAGER BUSINESS CREDIT		
SURVEYOR'S REFERENCE: 202052-2		

OFFICE USE ONLY

OFFICE USE ONLY

PP 13A

STAMP DUTY



7
178851

TRANSFER (INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

DESCRIPTION
 OF LAND
 Note (a)

TENEMENTS
 PANEL

Note (b)
 This panel is to be
 completed for
 easements by transfer

TRANSFEROR
 Note (c)

Note (d)

TRANSFeree
 Note (e)

TENANCY
 Note (a)

PRIOR
 ENCUMBRANCES
 Note (f)

Note (g)

Note (g)

EXECUTION
 Note (h)

Note (h)

TO BE COMPLETED
 BY LODGING PARTY
 Notes (i) and (j)

OFFICE USE ONLY

LAND being transferred			
Towards Title Reference	Part Only, Define Whole and Give Details	Location	
VOLUME 3273 FOLIO 98 & NOW BEING PARTS OF LAND COMPRISED IN FOLIO 151, 18, 1827	BEING LOT 73 DP774580	FLEMINGTON	
Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Towards Title Reference	Towards Title Reference	Towards Title Reference	Towards Title Reference
LOT 24 DP774580		LOT 73 DP774580	
HIEP LAP LENH of 39 Eastborne Road, Homebush West			

(The above named TRANSFEROR) hereby acknowledges receipt of the consideration of \$45,000.00
 and transfers an estate in fee simple in the land being transferred above described to the TRANSFeree

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

as joint tenants in common

subject to the following PRIOR ENCUMBRANCES 1.

2. 3.

AND IN TRANSFEROR:-

(i) GRANTS RESERVES an easement as set out in SCHEDULE ONE hereto

(ii) COVENANTS with the TRANSFeree as set out in SCHEDULE TWO hereto

AND the TRANSFeree COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE 27th July 1990

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the applicant who is personally known to me.

Signature of Witness

E. J. HARRIS

Name of Witness (BLOCK LETTERS)

Address and Occupation of Witness

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

LOGGED BY		LOCATION OF DOCUMENTS	
CT	OTHER	CT	OTHER
Barlow Associates		Homebush	
DY 1259 SHOWNY		HLTO 200	
Ref: 725B		Produced by: 274	
Deputy Doc Number:			
Checked: ELI2	Passed: RFR1	REGISTERED	
Signed:	Extra Fee:	Secondary Dispositions	
		Deputy Dispositions	

Signature of Transferor

Solicitor for xxxxxx

Signature of Transferee J.F. Barlow

RP 13A
1987

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves

Notes (k) and (l)

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

Notes (m) and (n)
Also complete
2nd to 3rd on
4th of 5.

Whelan



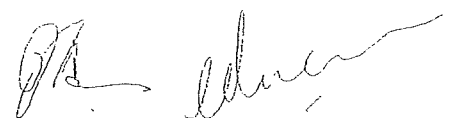
SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor does hereby for the benefit of Lot 73 in Deposited Plan 774580 being part of the land contained in Certificate of Title Volume 3273 Folio 98 (hereinafter called "the dominant tenement") covenant with the Transferee (in this covenant called "the Authority") and with the Council of the Municipality of Strathfield and so as to bind and burden Lot 24 in Deposited Plan 774580 being part of the land in Certificate of Title Volume 3273 Folio 98 (hereinafter called "the servient tenement") that the Transferor will not without the written consent of the Authority (which consent may be revoked at any time by the Authority at its discretion and without compensation) construct or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been declared a controlled access road/freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.

RP 13A
1967

SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (ii) and (i) The Transferee hereby covenants with

A handwritten signature in dark ink, appearing to be "P. A. Harle" or similar, located at the bottom right of the page.

(For continuation of SCHEDULE(S) see attached(s) hereto)

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of respective covenants. For other transfers use forms RP-13, RP-13B, RP-13C, as appropriate.

This dealing should be marked by the Stamp Duties Division, Department of Finance before lodgment at the Land Titles Office.

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the document in the left-hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the assessing witnesses.

Registered mortgagees, chargees and lessors of the servient tenement should consent to any grant or reservation of easement, if and in the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Roll up all blanks

The following instructions relate to the side notes on the form.

(a) Description of land.

- (d) **TO WHOM TITLE REFERENCE.**—Insert the name of the person to whom title is being transferred, e.g., 135SP/2363 or Vol. 2634 for 125.
- (e) **LOCATION.**—Insert only the location of the land in the title of the notice, e.g., being transferred, delete the words "HOLD" and "TO WHOM TITLE REFERENCE," etc. See also section 125 and section 126 of the Land Code Act, 1981.
- (f) **NOTATION.**—Insert the locality shown on the Certificate of Title, e.g., at Chutins. If the locality is not shown, insert the parish and County, e.g., Pt. à la Pique Co. 901.

- (b) Tenement parcel.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title for both the servient and dominant tenements of the easement, e.g. 135/ Vol. 13674 Fol. 126, Xc. This panel is also to be completed for covenants by the transferor.

- (c) Show the full name, address and occupation or description.

- (d) If the estate being transferred is a lesser estate than an estate in fee simple, be, devise "fee simple" and insert appropriate estate.

- (e) Delete if only one transferor. If more than one transferor, delete either "joint tenants" or "tenants in common", and, if the transferors held as tenants in common, state the shares in which they hold.

- (f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except also the content of the mortgage, charge or lease) is furnished) and of any writ recorded in the Register.

- (c) Delete whichever words are inappropriate.

- (h) Execution.

[illegible]

- (i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (ii) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, prob. for probate, LIA for letters of administration, etc.
- (k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.
- (l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.
- (m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.
- (n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

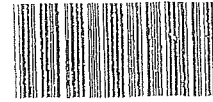
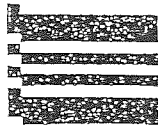
FIRST SCHEDULE DIRECTIONS

(A)	FOLIO IDENTIFIER	(B)	DIRECTION	(C)	NAME				
		PROP		ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES AS TO LOT 73 IN DP774580 AND HLEP LAP LENH AS TO LOT 24 IN DP774580					
SECOND SCHEDULE & OTHER DIRECTIONS									
(D)	FOLIO IDENTIFIER (ON REGD. DEALING & FOLIO IDENTIFIER)	(E)	DIRECTION	(F)	NOTFN TYPE	(G)	DEALING NUMBER	(H)	DETAILS
		ON		CV					AFFECTING LOT 24 IN DP774580
		ON		AA					LOT 73 IN DP774580 IS ACQUIRED FOR CONTROLLED ACCESS ROAD
		ON		ZR					being lot 73 in DP774580 New folio issued for lot 24 in DP774580
		CT							NOCT

RP 13A

STAMP DUTY

OFFICE USE ONLY



TRANSFER
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

T	A	101	E	R
	\$	56		

DESCRIPTION
OF LAND
Note (a)

TENEMENTS
PANEL

Note (b)
This panel also to be
completed for
covenants by transferor

TRANSFEROR
Note (c)

Note (d)

TRANSFEEE
Note (c)

TENANCY
Note (e)

PRIOR
ENCUMBRANCES
Note (f)

Note (g)

Note (g)

EXECUTION
Note (h)

Note (h)

TO BE COMPLETED
BY LODGING PARTY

Notes (i) and (j)

OFFICE USE ONLY

LAND being transferred			
Torrens Title Reference	If part Only, Delete Whole and Give Details	Location	
VOLUME 2229 FOLIO 216	Being Lot 10 in Deposited Plan 800516	FLEMINGTON	
Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
LOT 9 DP800516		LOT 10 DP800516	
RONALD FRANCIS HOLLEY of 43 Eastbourne Road, Homebush West			

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 75,000.00
and transfers an estate in fee simple in the land being transferred above described to the TRANSFEEE

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

as joint tenants/tenants in common

subject to the following PRIOR ENCUMBRANCES 1. _____
2. _____ 3. _____
AND the TRANSFEROR:-
(i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto
(ii) COVENANTS with the TRANSFEEE as set out in SCHEDULE TWO hereto
AND the TRANSFEEE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE 13th July 1990

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the applicant who is personally known to me.

[Signature] A. B. TOROK
Signature of Witness
38 Railway Pde.
Name of Witness (BLOCK LETTERS)
Burwood SOLICITOR.
Address and Occupation of Witness

Signed in my presence by the Transferee who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

[Signature]
Signature of Transferee

Solicitor for *[Signature]* J.F. Barlow

LODGED BY		LOCATION OF DOCUMENTS	
CI	OTHER	CI	OTHER
			Here with
			If L.T.O. with
			Produced by 96/N
Checked RA12	Passed	REGISTERED 7 AUG 1990	Secondary Directions
Signed	Excess Fee		Delivery Directions

107 RA12. Rem. sent complete 9/15/91

RP 13A
1987

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves

Notes (k) and (l)

SCHEDULE TWO HEREINBEFORE REFERRED TO

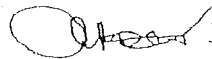
The Transferor hereby covenants with

Notes (m) and (n)
Also complete
numerically paid on
front of form

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor does hereby for the benefit of Lot 10 in Deposited Plan 800516 being part of the land contained in Certificate of Title Volume 2229 Folio 216 (hereinafter called "the dominant tenement") covenant with the Transferee (in this covenant called "the Authority") and with the Council of the Municipality of Strathfield and so as to bind and burden Lot 9 in Deposited Plan 800516 being part of the land in Certificate of Title Volume 2229 Folio 216 (hereinafter called "the servient tenement") that the Transferor will not without the written consent of the Authority (which consent may be revoked at any time by the Authority at its discretion and without compensation) construct or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been declared a controlled access road/freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.

B. F. Hickey



RP 13A
1987

SCHEDULE THREE HEREINBEFORE REFERRED TO

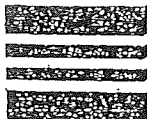
Notes (ii) and (i) The Transferee hereby covenants with

(For continuation of SCHEDULE(S) see annexure(s) hereto)

RP 13A

STAMP DUTY

①



2
R531368



OFFICE OF STATE REVENUE
NEW SOUTH WALES
1990/91 S4
NO STAMP DUTY IS PAYABLE
ON THIS INSTRUMENT

TRANSFER
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

T	3	2	2	Y	R ² /K
					\$ 47

DESCRIPTION
OF LAND
Note (a)

TENEMENTS
PANEL

Note (b)
This panel also to be
completed for
covenants by transferor

TRANSFEROR
Note (c)

Note (d)

TRANSFeree
Note (c)

TENANCY
Note (e)

PRIOR
ENCUMBRANCES
Note (f)

Note (g)

Note (g)

LAND being transferred			
Torrens Title Reference		If part Only, Delete Whole and Give Details	
VOLUME 3139 FOLIO 126 Vol 16/18/827		WHOLE Being Lot 74 in Deposited Plan 774580	
FLEMINGTON			
Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
Lot 25 DP774580		Lot 74 DP774580	

PETER DOUGLAS ROSS of 37 Eastbourne Road Homebush West and ANNETTE MARY ROSS of the same address

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 62,500.00
and transfers an estate in fee simple in the land being transferred above described to the TRANSFeree

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

as joint tenants/tenants in common

OFFICE USE ONLY

OVER

subject to the following PRIOR ENCUMBRANCES 1. _____
2. _____ 3. _____
AND the TRANSFEROR:—
(i) GRANTS/RESERVEs an easement as set out in SCHEDULE ONE hereto
(ii) COVENANTS with the TRANSFeree as set out in SCHEDULE TWO hereto
AND the TRANSFeree COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE 2nd August 1990

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (h)

Signed in my presence by the applicant who is personally known to me.

Harley Tarrant
Signature of Witness

HARLEY TARRANT
Name of Witness (BLOCK LETTERS)

SOLICITOR GRANVILLE WEST
Address and Occupation of Witness

[Signature]
Signature of Transferor

Note (h)

Signed in my presence by the Transferee who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Solicitor for the Signature of Transferee

TO BE COMPLETED
BY LODGING PARTY
Notes (i) and (j)

OFFICE USE ONLY

LODGED BY BARLOW ASSOCIATES BX1459 SWANEY		LOCATION OF DOCUMENTS	
Ref.: Delivery Box Number 725B		CT OTHER Here with In L.T.O. with Produced by 374 2/3/90	
Checked EC22	Passed RFB	REGISTERED 23 AUG 1990	Secondary Directions
Signed	Extra Fee		Delivery Directions