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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
Vendor's agent	Morton Wentworth Point 21 Hill Road, Wentworth Point NSW 2127	Phone: 1300858221 Fax: Ref: Dylan Choe
Co-agent		
Vendor	XUEOU ZHU Unit 523, 68 River Road ERMINGTON NSW 2115	
Vendor's solicitor	Herald Legal, 706/368 Sussex Street, Sydney NSW 2000 PO Box 20585, World Square NSW 2002 E: info@heraldlegal.com.au	Phone: 02 9283 8098 Fax: Ref: P1473
Date for completion	42nd day after the contract date (clause 15)	
Land (address, plan details and title reference)	Unit 523, 68 River Road ERMINGTON NSW 2115 180/SP94414	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
Improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☒ storage space ☐ none ☐ other:	
Attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

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)

Buyer's agent

Phone:
Fax:
Ref:

Vendor | **GST AMOUNT** (optional) The price includes GST of: $ | **Witness**

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

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3) ☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) ☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

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

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

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

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

Purchaser must make an GST*RW payment* (GST residential withholding payment) ☐ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

***GSTRW payment* (GST residential withholding payment) – further details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: $

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: $

Other details (including those required by regulation or the ATO forms):

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List of Documents

General

- ☐ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☒ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

Other

- ☐ 59

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

Whelan Property Group Pty Ltd, 277 Pyrmont Street, Ultimo NSW 2007
Tel: 02 9219 4111
Email: strata@whelanproperty.com.au

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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.

Unit 523, 68 River Road
ERMINGTON NSW 2115

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
   (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
   (b) the fifth business day after the day on which the contract was made—in any other case.

3. There is NO COOLING OFF PERIOD:
   (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
   (b) if the property is sold by public auction, or
   (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
   (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.

4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

Unit 523, 68 River Road
ERMINGTON NSW 2115

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

APA Group	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning, Industry and Environment	**Public Works Advisory**
	Subsidence Advisory NSW
Department of Primary Industries	**Telecommunications**
Electricity and gas	**Transport for NSW**
Land & Housing Corporation	**Water, sewerage or drainage authority**
Local Land Services	

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

Unit 523, 68 River Road
ERMINGTON NSW 2115

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

Unit 522, 68 River Road
ERMINGTON NSW 2115

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.

3.9 The vendor must give the purchaser the *deposit-bond* –

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or

3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or

3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –

4.1.1 the form of transfer; and

4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.

4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

Unit 523, 68 River Road
ERMINGTON NSW 2115

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7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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

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

Unit 523, 68 River Road
ERMINGTON NSW 2115

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum; any
10.1.8 easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –
13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –
13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

Unit 23, 68 River Road
EMMINGTON NSW 2115

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the purchaser must make a *GSTRW payment* the purchaser must –

13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;

13.13.3 forward the *settlement cheque* to the payee immediately after completion; and

13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

14.2 The *parties* must make any necessary adjustment on completion.

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

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

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

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

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

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

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

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

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

15 Date for completion

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

16 Completion

● Vendor

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

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

Unit 523, 69 River Road
ERMINGTON NSW 2115

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

● Purchaser

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

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

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

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

● Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

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

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

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

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

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

18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

Unit 526, 68 River Road
ERMINGTON NSW 2115

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

● Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

Unit 523, 68 River Road
ERMINGTON NSW 2115

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

● Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

Unit 23, 68 River Road
ERMINGTON NSW 2115

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

Unit 523, 68 River Road
ERMINGTON NSW 2115

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

Unit 523, 68 River Road
ERMINGTON NSW 2115

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –
29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
30.1.1 this contract says that it is an *electronic transaction*;
30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
30.2.2 if, at any time after the *effective date,* but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.3.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –
30.5.1 create an *Electronic Workspace*;
30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
30.7.1 join the *Electronic Workspace*;
30.7.2 create and *populate* an *electronic transfer*;
30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

Unit 523, 68 River Road
ERMINGTON NSW 2115

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

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

30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and

30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

30.10 Before completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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

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

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

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

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

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

the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;

Unit 523, 68 River Road
EPPING TON NSW 2115

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Unit 523, 66 River Road
ERMINGTON NSW 2115

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Cooling off certificate

I, _____

Of _____

In the State of New South Wales, Solicitor/Barrister certify as follows:

(a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.

(b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of property

known as _____

from _____ as vendor to

_____as purchaser

In order that there is no cooling off period in relation to that contract.

(c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.

(d) I have explained to _____

the purchaser/an officer of the purchaser corporation or a person involved in the management of its affairs:

(i) the effect of the contract for the purchase of that property;

(ii) the nature of this certificate;

(iii) the effect of giving this certificate to the vendor, that is, that the cooling off period under Section 66S of the Conveyancing Act is shortened to there is no cooling off period in relation to the contract.

Dated: _____

Signed: _____

Conditions of sale by auction

If the *property* is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of *the Property, Stock and Business Agents Act 2002*:

(1) The Following conditions are prescribed as applicable to and in respect of the sale by auction of land:

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

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

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

SPECIAL CONDITIONS

These are the special conditions to the Contract for the sale and purchase of land 2019 edition

BETWEEN Xueou Zhu (**Vendor**)

AND (**Purchaser**)

1. **Inconsistencies between the standard conditions and the special conditions**

   If there are any inconsistencies between the standard conditions and these special conditions, the special conditions prevail over the standard conditions to the extent of those conditions conflicting against each other.

2. **Amendments to the Standard Contract Form**

   a. Clause 2.9 deleted;
   b. Clause 3 deleted in its entirety;
   c. Insert Clause 2.10 "If the deposit is forfeited to the Vendor, all interest accrued on the deposit will be paid to the Vendor.";
   d. Insert to Clause 4.1 the words "If the Purchaser does not serve the Transfer as required in this clause, the Purchaser agrees to allow an additional adjustment of $55.00 in favour of the Vendor on completion.";
   e. Clause 7.1.1 is amended by deleting the words "5% of the price" and inserting in lieu "no matter what amount of compensation is claimed.
   f. The first line of Clause 10.1 be deleted and replaced with the words, "The Purchaser cannot make a claim or requisition, delay completion or rescind or terminate in respect of";
   g. Clause 16.7 – the words "by cash (up to $2,0000) or" deleted; and
   h. Clause 16.8 deleted.

3. **Inspection by the Purchaser**

   The property and any furnishings or chattels referred to in this Contract are sold in its present conditions and state of repair subject to all defects (latent or patent), infestation and dilapidation and all damage, wear and tear pending completion. The Purchaser may not make a claim or requisition, delay competition, rescind or terminate in respect of a defect in or any lack of repair of the improvements, furnishings or chattels at the date of this Contract.

4. **Representations, warranties and acknowledgements**

   The Purchaser enters into this Contract entirely as a result of the Purchaser's own enquiries and the Purchaser warrants to the Vendor that it has not nor has anyone on the Vendor's behalf made any representation other than as set out in

this Contract which has in any manner influenced the Purchaser to enter into this Contract. The Purchaser does not rely on any representation, letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this Contract.

5. **Purchaser's obligations**

   In the event that the Purchaser changes solicitor or conveyancer without notifying the Vendor in writing of such change, then the solicitor or conveyancer lastly acting for the purchaser shall be deemed to remain and be the solicitor/conveyancer for the Purchaser for the purpose of this Contract until notice in writing signed by the Purchaser of such change is received by the Vendor.

6. **Requisitions on Title**

   For the purpose of standard condition 5.1 of the Contract, the requisitions or general questions about the property or the title must be in the form of the attached requisitions.

7. **Caveat or Mortgage**

   The Purchaser shall not be entitled to require the Vendor prior to completion to register a Discharge of any Mortgage or Charge or Withdrawal of any Caveat affecting the subject land. If, at the date of completion of this Contract, there is noted on ay Certificate of Title in respect of the property or any part thereof any Mortgage, Charge or Caveat, the Purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the Property.

8. **Interest and Charges**

   a. If the completion of this Contract takes place after the specified completion date, unless the delay is solely caused by the Vendor, the Purchaser agrees to pay interest to the Vendor on completion, in addition to any other amounts payable under this Contract. The interest payable is calculated by applying a simple interest formula of 8% per annum to the balance of the purchase price on a daily basis from but not including the specified

completion date to and including the date upon which this Contract is actually completed.

b. If the Purchaser requests the Vendor to complete the Contract at a location other than the location nominated by the Vendor and the Vendor in its absolute discretion agrees to do so, then the Purchaser must allow an additional completion fee of $330.00 (GST inclusive) to the Vendor and must reimburse the Vendor any such costs incurred by the Vendor as a result of accommodating the Purchaser's request.

c. If the Purchaser fails to attend or effect settlement (through no fault of the Vendor) after settlement has been arranged, the Purchaser must allow on Completion to the Vendor an amount of $330.00 (GST inclusive) for each time a failure occurs. This amount represents the additional legal costs incurred by the Vendor for each additional settlement the Vendor's Solicitors are required to attend for the Vendor.

d. If the Purchaser requires stamping on settlement then the Purchaser shall on settlement allow to the Vendor the sum of $110.00 (including GST).

9. Notice to Complete

Should any even arise entitling the Vendor to issue a Notice to Complete on the Purchaser, then the Purchaser may serve such a Notice on the Purchaser requiring the Purchaser to complete this Contract within a period of fourteen (14) days from the service of such notice making time the essence of this Contract. The parties agree that such a period of time is both reasonable and proper. On completion, the Purchaser must pay a fee of $330.00 to the Vendor's Solicitor, being the cost for issuing such a Notice to the Purchaser.

10. Purchaser's warranty as to the Agent

The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the property by any agent except the Vendor's agent as specified in this Contract and the Purchaser indemnifies the Vendor against any claim for commission which might be made by an agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending such a claim.

11. Finance

a. The Purchaser expressly warrants to the Vendor that they either hold a current loan approval in an amount and upon terms which they consider to be entirely satisfactory to enable completion of this Contract within the time stipulated and upon the terms and conditions set out herein or do not require finance to complete this Contract.

b. The Purchaser acknowledges that the Vendor relies upon this warranty in entering into this Contract and that the Vendor may enter into further contractual obligations on or after the date of this Contract in reliance upon such warranty.

c. The Purchaser further acknowledges that it shall remain liable to the Vendor for all damages arising from the breach of this warranty notwithstanding any right which the Purchaser may have pursuant to the Uniform Credit Code.

12. Foreign Persons

a. The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) requiring the obtaining of consent to this transaction do not apply to the Purchaser.

b. In the event of there being a breach of this warranty, whether deliberately or unintentionally, the Purchaser agrees to indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs, which may be incurred by the Vendor as a consequence thereof.

13. Capacity

a. Without affecting any other right of the Vendor, the Vendor may rescind this Contract by written notice to the Purchaser's solicitor or conveyancer if the Purchaser, being a natural person:

1) dies;
2) becomes incapable to manage his or her own affairs due to the unsoundness of mind; or

3) is declared bankrupt or enters into any scheme with, or makes an assignment of his or her estate for the benefit of his or her creditors

OR

b. if the Purchaser is a company and:

1) resolves to go into liquidation;
2) has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation;
3) enters into any scheme of arrangement with its creditors under the relevant provisions of the *Corporations Act 2001* (Cth) or any similar legislation; or
4) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.

14. Release of Deposit

a. The Purchaser agrees that notwithstanding anything herein contained the Vendor shall be at liberty to use the whole or any part of the deposit without limitations, provided that no such release shall occur during any Cooling Off Period.

b. This special condition serves as an irrevocable authority by the Purchaser to the selling agent to release the whole or any part of the deposit at the direction of the Vendor's Solicitor.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Date:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :
   (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
   (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 184 of the *Strata Schemes Management Act 1996* (*the Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
    (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (e) In respect of any residential building work carried out in the last 7 years:
        (i) please identify the building work carried out;
        (ii) when was the building work completed?
        (iii) please state the builder's name and licence number;
        (iv) please provide details of insurance under the *Home Building Act 1989*.

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16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
    (a) when did construction of the swimming pool commence?
    (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
    (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
    (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
    (c) Is the vendor aware of:
        (i) any road, drain, sewer or storm water channel which intersects or runs through them?
        (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
        (iii) any latent defects in them?
    (d) Has the vendor any notice or knowledge of them being affected by the following:
        (i) any resumption or acquisition or proposed resumption or acquisition?
        (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
        (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
        (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
        (v) any realignment or proposed realignment of any road adjoining them?
        (vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

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NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 180/SP94414

SEARCH DATE	TIME	EDITION NO	DATE
14/12/2020	3:52 PM	3	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 180 IN STRATA PLAN 94414
AT ERMINGTON
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

XUEOU ZHU (T AM450140)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94414
2 AM450141 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 14/12/2020

* 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.

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NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP94414

SEARCH DATE	TIME	EDITION NO	DATE
14/12/2020	4:10 PM	2	6/4/2017

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94414
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ERMINGTON
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND
TITLE DIAGRAM SP94414

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 94414
ADDRESS FOR SERVICE OF DOCUMENTS:
WHELAN PROPERTY GROUP PTY LTD
PO BOX 75
STRAWBERRY HILLS
NSW 2012

SECOND SCHEDULE (14 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
3 K716268 EASEMENT FOR WATER SUPPLY 5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PIECE OF LAND SHOWN SO BURDENED IN DP233006
4 DP1080642 RIGHT OF CARRIAGEWAY 20 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
5 DP1101488 EASEMENT FOR SEWERAGE PURPOSES 2.5 AND 8 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 AD71104 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE WHOLE OF LOT 1003 DP1040571
7 AD71104 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE WHOLE OF LOT 1003 DP1040571
8 AK433971 EASEMENT FOR FLOOD MANAGEMENT SYSTEM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
9 AK439858 EASEMENT FOR PADMOUNT SUBSTATION 5 WIDE AFFECTING THE PART DESIGNATED (B) IN PLAN WITH AK439858
10 AK439859 RESTRICTION(S) ON THE USE OF LAND
11 AK731941 EASEMENT FOR FLOOD MANAGEMENT SYSTEM AFFECTING THE WHOLE OF THE LAND ABOVE DESCIBED

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP94414 PAGE 2

SECOND SCHEDULE (14 NOTIFICATIONS) (CONTINUED)

12 AK864771 EASEMENT FOR FLOOD MANAGEMENT SYSTEM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
13 AK940637 RESTRICTION(S) ON THE USE OF LAND
14 AK940638 POSITIVE COVENANT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 94414

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	33	2	18	3	30	4	20
5	40	6	41	7	33	8	22
9	30	10	20	11	41	12	43
13	33	14	22	15	30	16	20
17	42	18	41	19	33	20	23
21	31	22	20	23	43	24	43
25	33	26	23	27	30	28	23
29	28	30	21	31	29	32	29
33	24	34	28	35	22	36	31
37	34	38	34	39	31	40	34
41	33	42	30	43	28	44	21
45	30	46	30	47	24	48	28
49	30	50	32	51	34	52	34
53	32	54	33	55	32	56	31
57	29	58	21	59	30	60	30
61	24	62	29	63	30	64	32
65	34	66	34	67	32	68	34
69	32	70	31	71	29	72	21
73	30	74	30	75	24	76	29
77	30	78	32	79	34	80	34
81	33	82	34	83	32	84	31
85	29	86	21	87	30	88	30
89	24	90	29	91	31	92	33
93	37	94	37	95	35	96	37
97	33	98	31	99	29	100	32
101	33	102	33	103	32	104	29
105	31	106	32	107	29	108	33
109	33	110	33	111	33	112	29
113	31	114	32	115	30	116	33
117	33	118	33	119	33	120	30
121	31	122	23	123	28	124	36
125	29	126	29	127	36	128	28
129	22	130	31	131	34	132	34
133	32	134	34	135	31	136	30
137	28	138	36	139	30	140	30
141	36	142	28	143	30	144	32
145	34	146	34	147	32	148	34

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP94414 PAGE 3

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

STRATA PLAN 94414

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
149	32	150	31	151	29	152	36
153	30	154	30	155	34	156	29
157	30	158	32	159	34	160	34
161	32	162	34	163	32	164	31
165	29	166	37	167	30	168	30
169	37	170	29	171	30	172	32
173	34	174	34	175	33	176	34
177	32	178	31	179	29	180	37
181	30	182	30	183	37	184	29
185	31	186	34	187	37	188	37
189	35	190	37	191	33	192	31
193	29	194	32	195	33	196	33
197	32	198	29	199	31	200	32
201	29	202	33	203	33	204	33
205	33	206	29	207	31	208	32
209	30	210	33	211	33	212	33
213	33	214	30	215	31	216	23
217	28	218	21	219	29	220	29
221	24	222	20	223	22	224	33
225	36	226	36	227	34	228	36
229	33	230	30	231	28	232	21
233	30	234	30	235	24	236	20
237	30	238	32	239	34	240	34
241	32	242	34	243	32	244	31
245	29	246	21	247	30	248	30
249	24	250	29	251	30	252	32
253	34	254	34	255	32	256	34
257	32	258	31	259	29	260	21
261	30	262	30	263	24	264	29
265	30	266	32	267	34	268	34
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273	29	274	21	275	30	276	30
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297	33	298	33	299	33	300	29
301	31	302	32	303	30	304	33
305	33	306	33	307	33	308	30
309	31	310	24	311	21	312	24
313	21	314	24	315	21	316	24
317	21	318	24	319	21	320	24
321	21	322	24	323	21	324	24

END OF PAGE 3 - CONTINUED OVER

FOLIO: CP/SP94414 PAGE 4

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

STRATA PLAN 94414

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
325	- 21	326	- 24	327	- 21	328	- 24
329	- 21						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 14/12/2020

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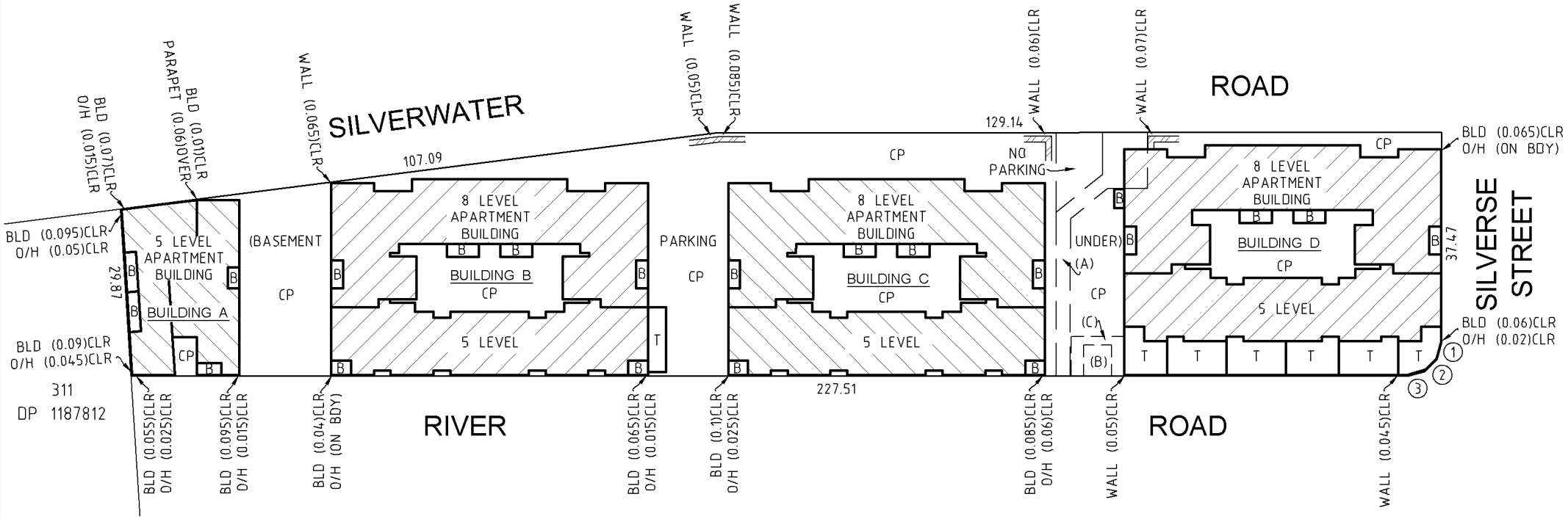
LOCATION PLAN

SCHEDULE OF BUILDING DESCRIPTIONS

BUILDING	NAME	MATERIAL	LEVELS	ADDRESS
A	SERENITY	BRICK & CONCRETE	5	72 RIVER ROAD
B	SAN MARCO	BRICK & CONCRETE	5 & 8	70 RIVER ROAD
C	SEAMIST	BRICK & CONCRETE	5 & 8	68 RIVER ROAD
D	SIRIUS	BRICK & CONCRETE	5 & 8	64 RIVER ROAD



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
O/H ~ OVERHANG
T ~ TERRACE

(A) EASEMENT FOR SEWERAGE PURPOSES 2.5, 8 METRE(S) WIDE & VARIABLE (VIDE DP 1101488)
(B) EASEMENT FOR PADMOUNT SUBSTATION 5 WIDE (AK439858)
(C) RESTRICTION ON THE USE OF LAND (AK439859)
× EASEMENT FOR FLOOD MANAGEMENT SYSTEM (WHOLE OF LOT) (AK433971 & AK731941)

SHORT LINE TABLE

No.	DISTANCE
1	3.105
2	3.105
3	3.105

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 700

Registered: 28.11.2016

SP94414

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:1 of 47
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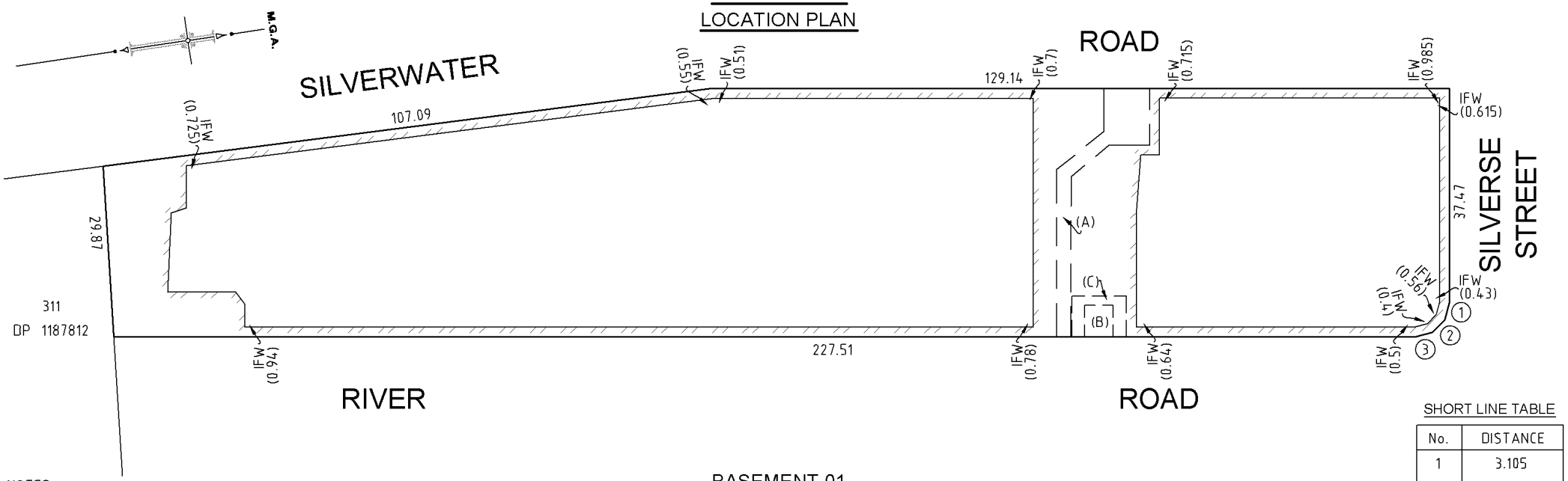
BASEMENT 02 LOCATION PLAN



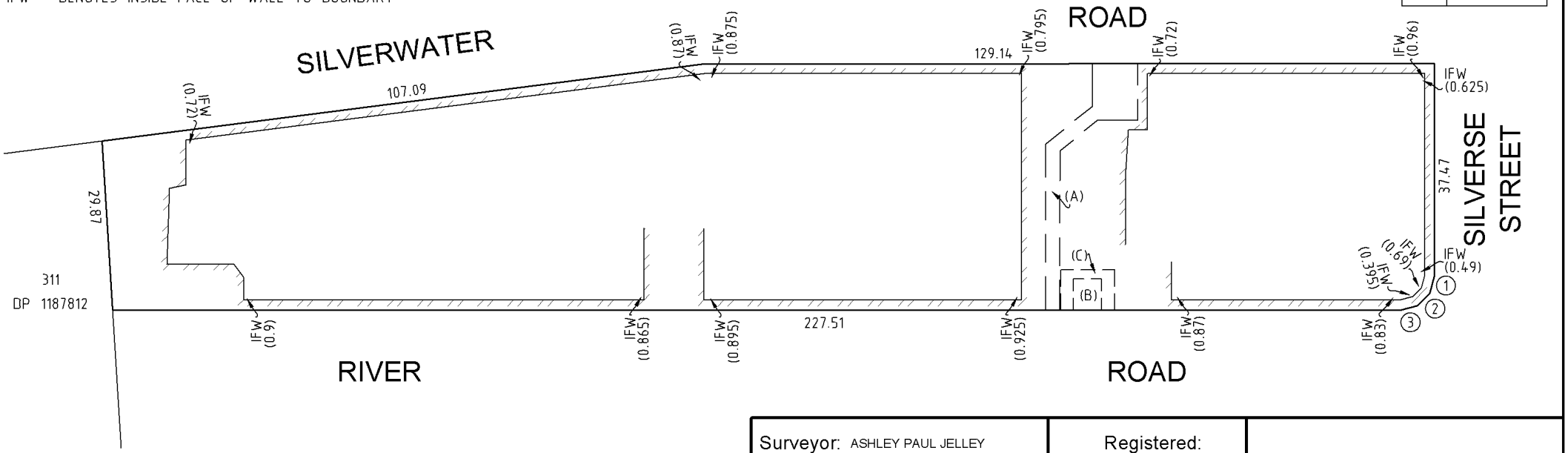
SHORT LINE TABLE

No.	DISTANCE
1	3.105
2	3.105
3	3.105

NOTES:

IFW ~ DENOTES INSIDE FACE OF WALL TO BOUNDARY

BASEMENT 01 LOCATION PLAN



(A) EASEMENT FOR SEWERAGE PURPOSES 2.5, 8 WIDE & VARIABLE (VIDE DP 1101488)
(B) EASEMENT FOR PADMOUNT SUBSTATION 5 WIDE (AK439858)
(C) RESTRICTION ON THE USE OF LAND (AK439859)

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 700

Registered: 28.11.2016

SP94414

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

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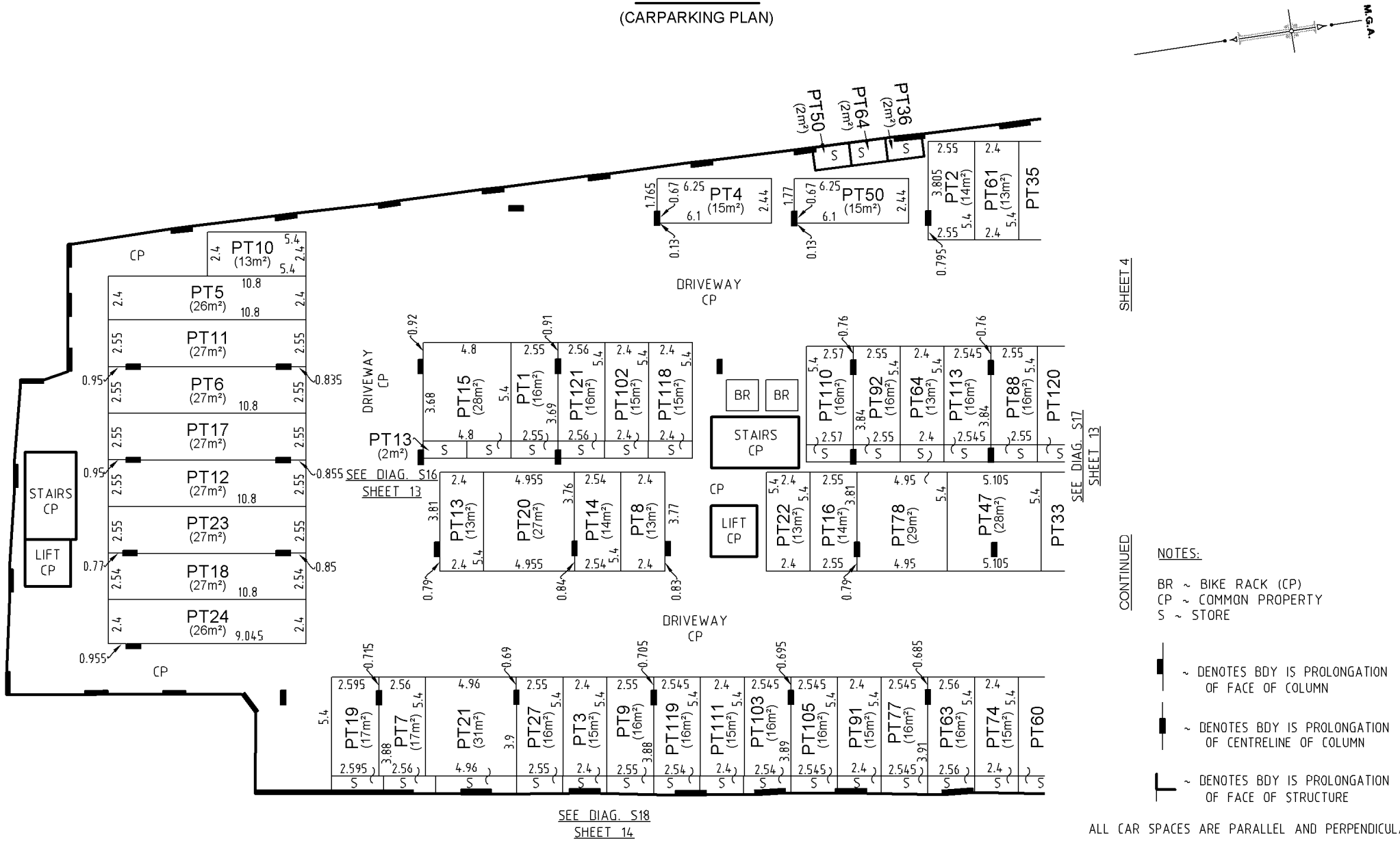
BASEMENT 02
(CARPARKING PLAN)



NOTES:

BR ~ BIKE RACK (CP)
CP ~ COMMON PROPERTY
S ~ STORE

~ DENOTES BDY IS PROLONGATION OF FACE OF COLUMN

~ DENOTES BDY IS PROLONGATION OF CENTRELINE OF COLUMN

~ DENOTES BDY IS PROLONGATION OF FACE OF STRUCTURE

ALL CAR SPACES ARE PARALLEL AND PERPENDICULAR

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

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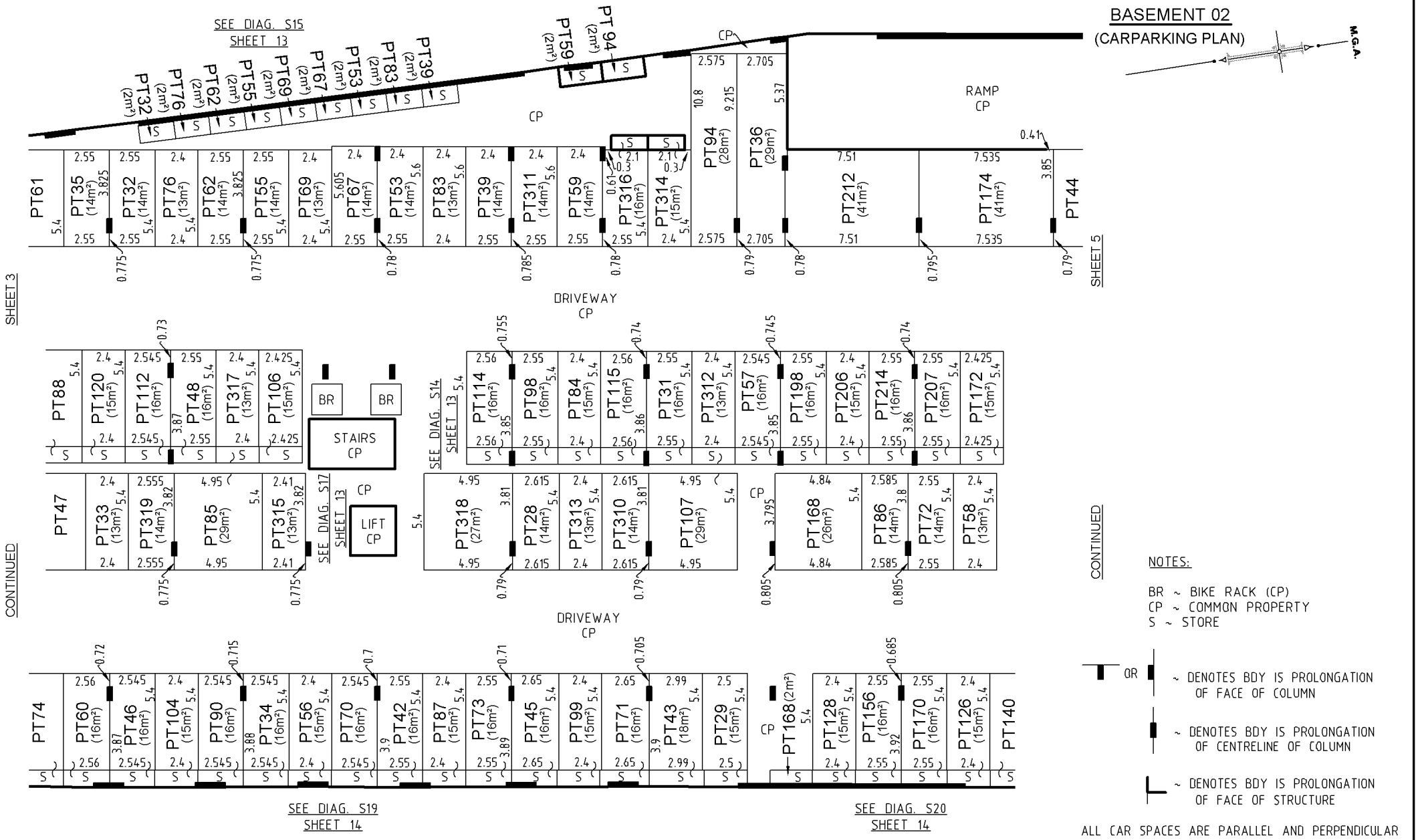
BASEMENT 02
(CARPARKING PLAN)



NOTES:

BR ~ BIKE RACK (CP)
CP ~ COMMON PROPERTY
S ~ STORE

OR ~ DENOTES BDY IS PROLONGATION OF FACE OF COLUMN

~ DENOTES BDY IS PROLONGATION OF CENTRELINE OF COLUMN

~ DENOTES BDY IS PROLONGATION OF FACE OF STRUCTURE

ALL CAR SPACES ARE PARALLEL AND PERPENDICULAR

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

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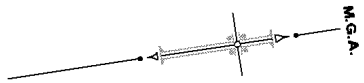
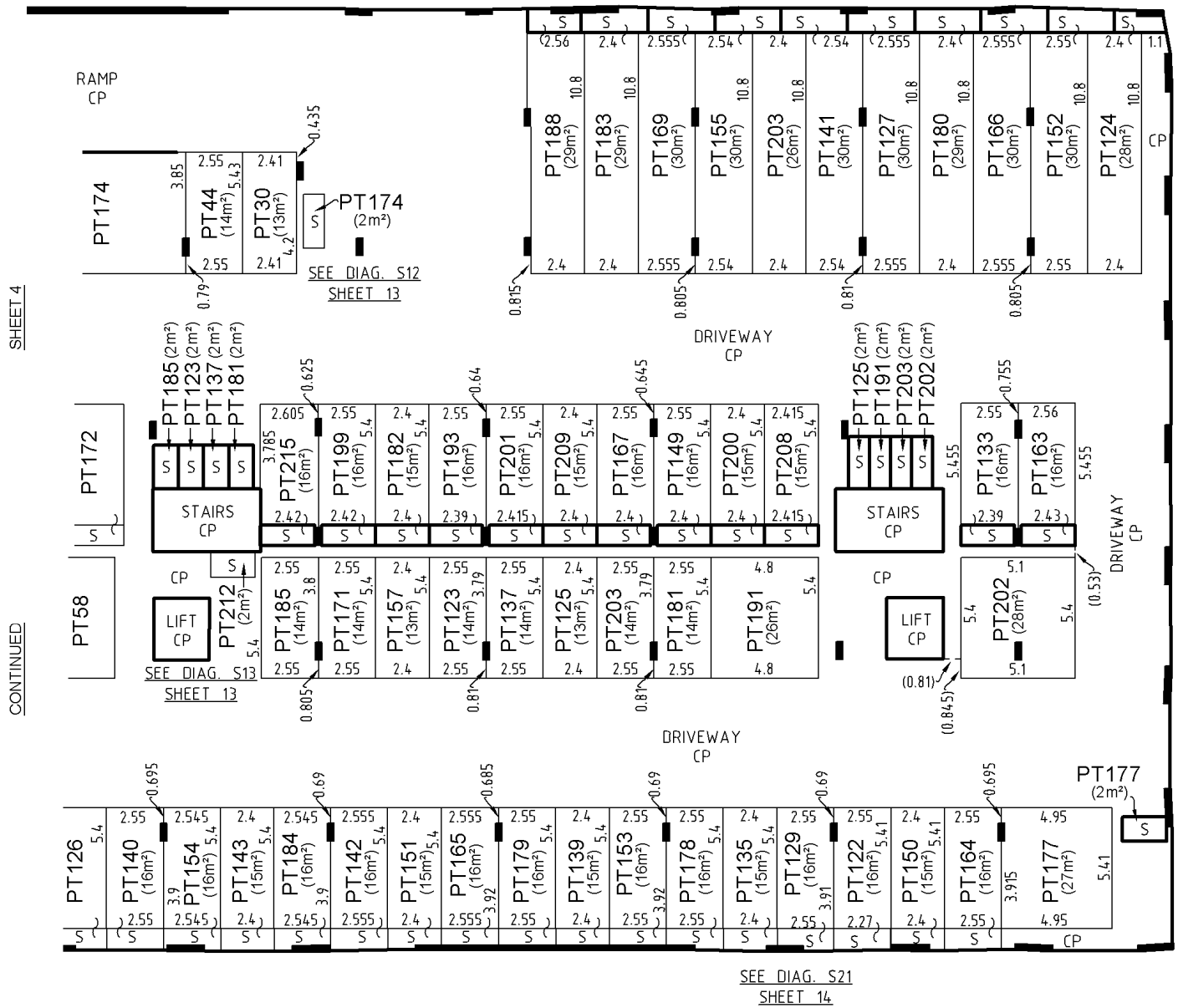
BASEMENT 02
(CARPARKING PLAN)





NOTES:

CP ~ COMMON PROPERTY
S ~ STORE

~ DENOTES BDY IS PROLONGATION OF FACE OF COLUMN

~ DENOTES BDY IS PROLONGATION OF CENTRELINE OF COLUMN

~ DENOTES BDY IS PROLONGATION OF FACE OF STRUCTURE

ALL CAR SPACES ARE PARALLEL AND PERPENDICULAR

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

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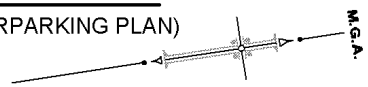
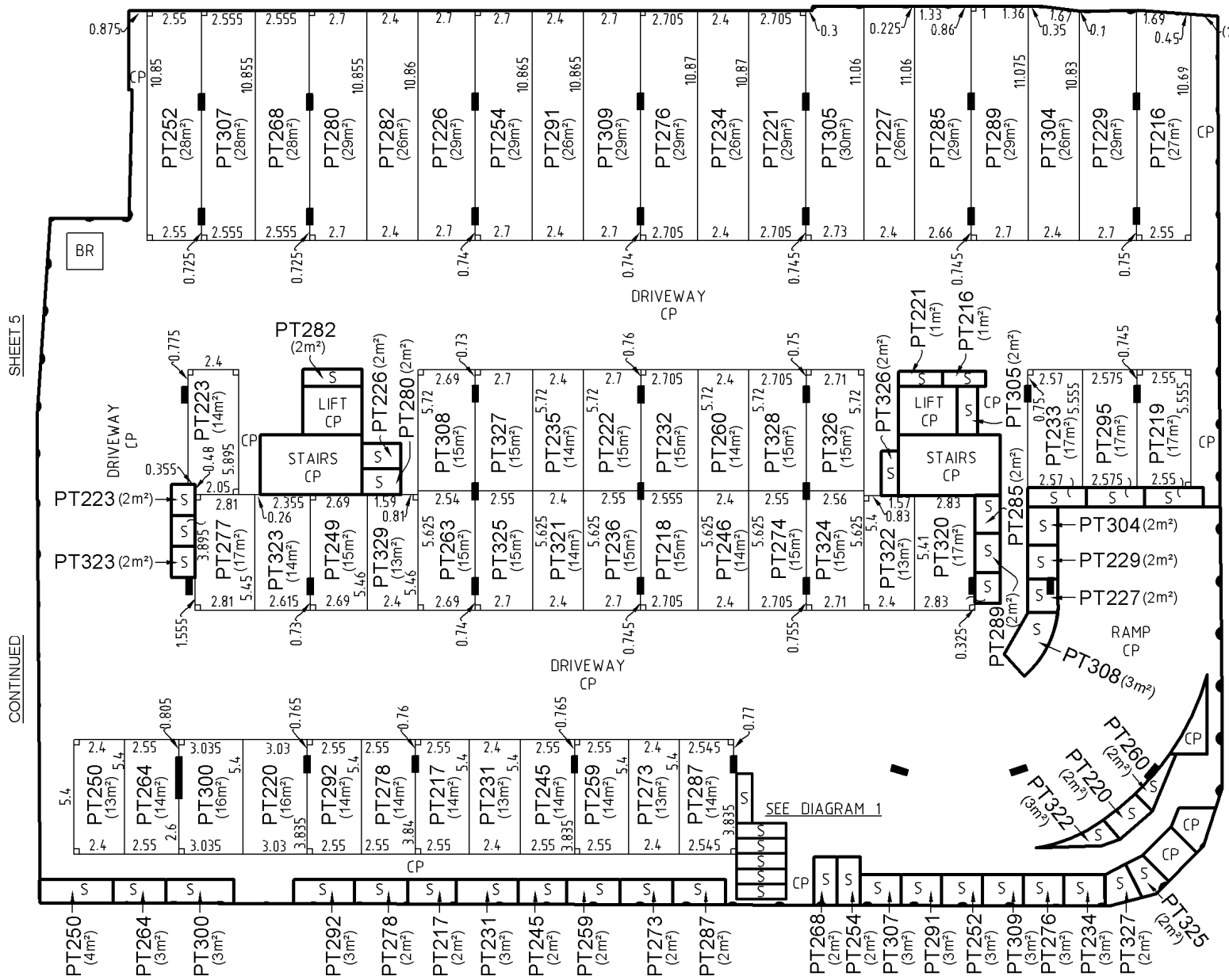
BASEMENT 02
(CARPARKING PLAN)





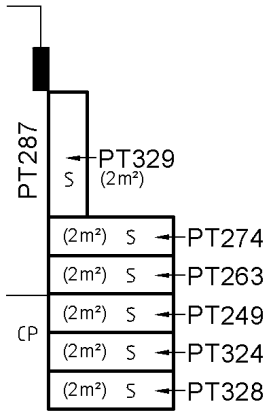


DIAGRAM 1
(1:100)

NOTES:

BR ~ BIKE RACK (CP)
CP ~ COMMON PROPERTY
S ~ STORE

~ DENOTES BDY IS PROLONGATION OF FACE OF COLUMN

OR ~ DENOTES BDY IS PROLONGATION OF CENTRELINE OF COLUMN

~ DENOTES BDY IS PROLONGATION OF FACE OF STRUCTURE

~ DENOTES PERPENDICULAR

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

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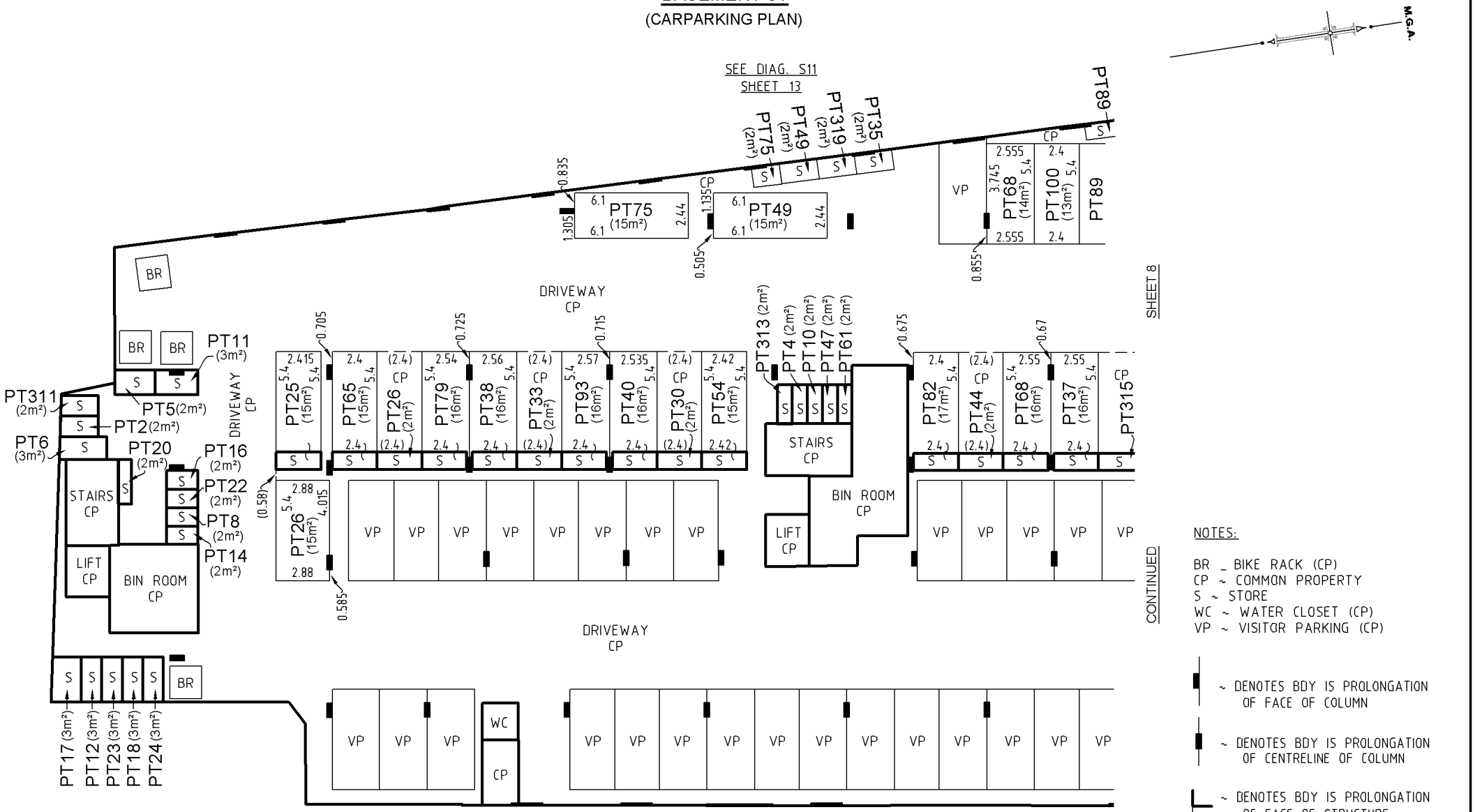
BASEMENT 01
(CARPARKING PLAN)



NOTES:

BR ~ BIKE RACK (CP)
CP ~ COMMON PROPERTY
S ~ STORE
WC ~ WATER CLOSET (CP)
VP ~ VISITOR PARKING (CP)

~ DENOTES BDY IS PROLONGATION OF FACE OF COLUMN

~ DENOTES BDY IS PROLONGATION OF CENTRELINE OF COLUMN

~ DENOTES BDY IS PROLONGATION OF FACE OF STRUCTURE

ALL CAR SPACES ARE PARALLEL AND PERPENDICULAR

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

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BASEMENT 01
(CARPARKING PLAN)

NOTES:

BR _ BIKE RACK (CP)
CP ~ COMMON PROPERTY
S ~ STORE
VP ~ VISITOR PARKING (CP)

~ DENOTES BDY IS PROLONGATION OF FACE OF COLUMN

~ DENOTES BDY IS PROLONGATION OF CENTRELINE OF COLUMN

~ DENOTES BDY IS PROLONGATION OF FACE OF STRUCTURE

ALL CAR SPACES ARE PARALLEL AND PERPENDICULAR

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:8 of 47
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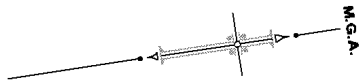
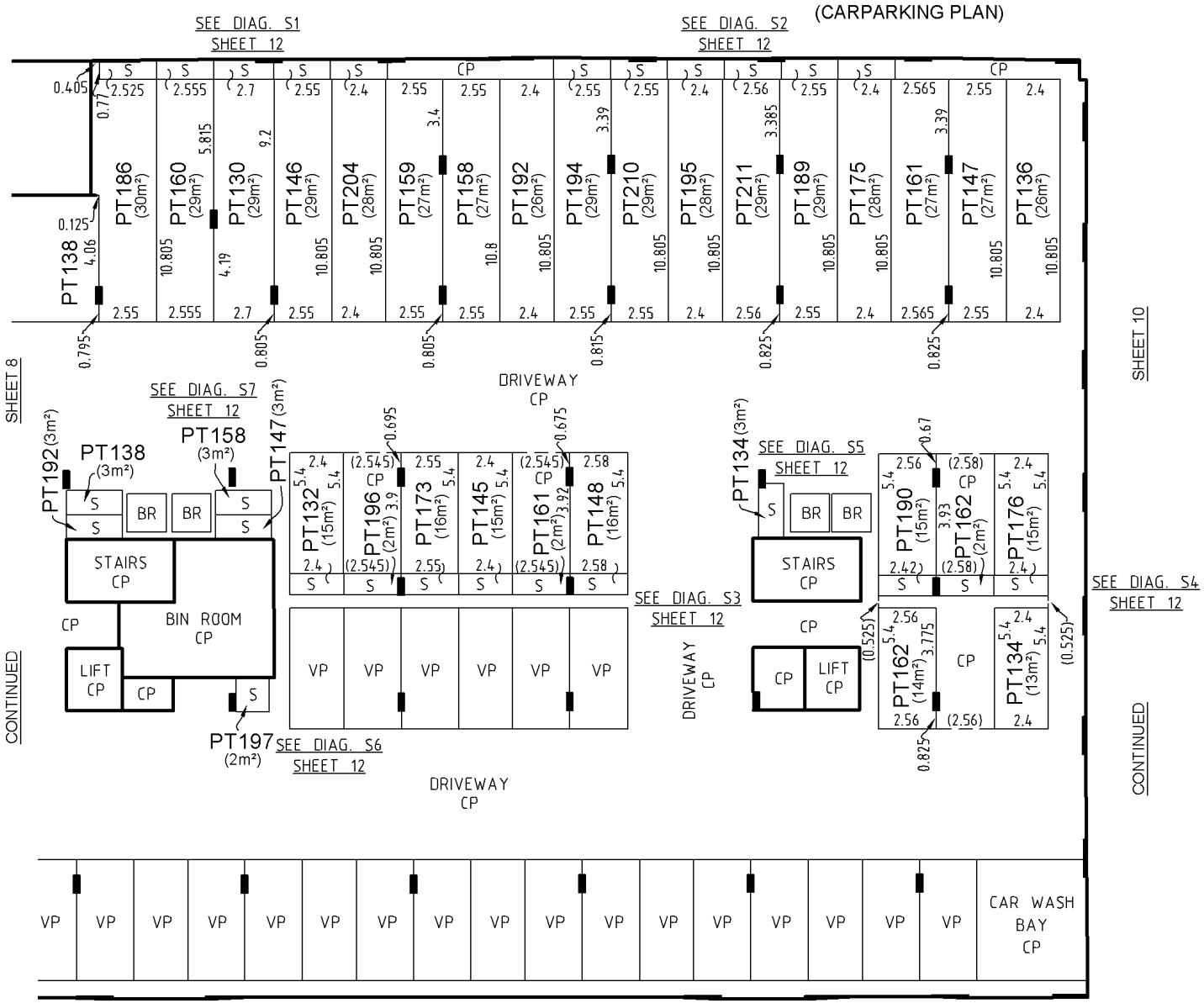
BASEMENT 01
(CARPARKING PLAN)





NOTES:

BR _ BIKE RACK (CP)
CP ~ COMMON PROPERTY
S ~ STORE
VP ~ VISITOR PARKING (CP)

~ DENOTES BDY IS PROLONGATION OF FACE OF COLUMN

~ DENOTES BDY IS PROLONGATION OF CENTRELINE OF COLUMN

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ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:9 of 47
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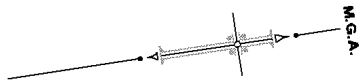
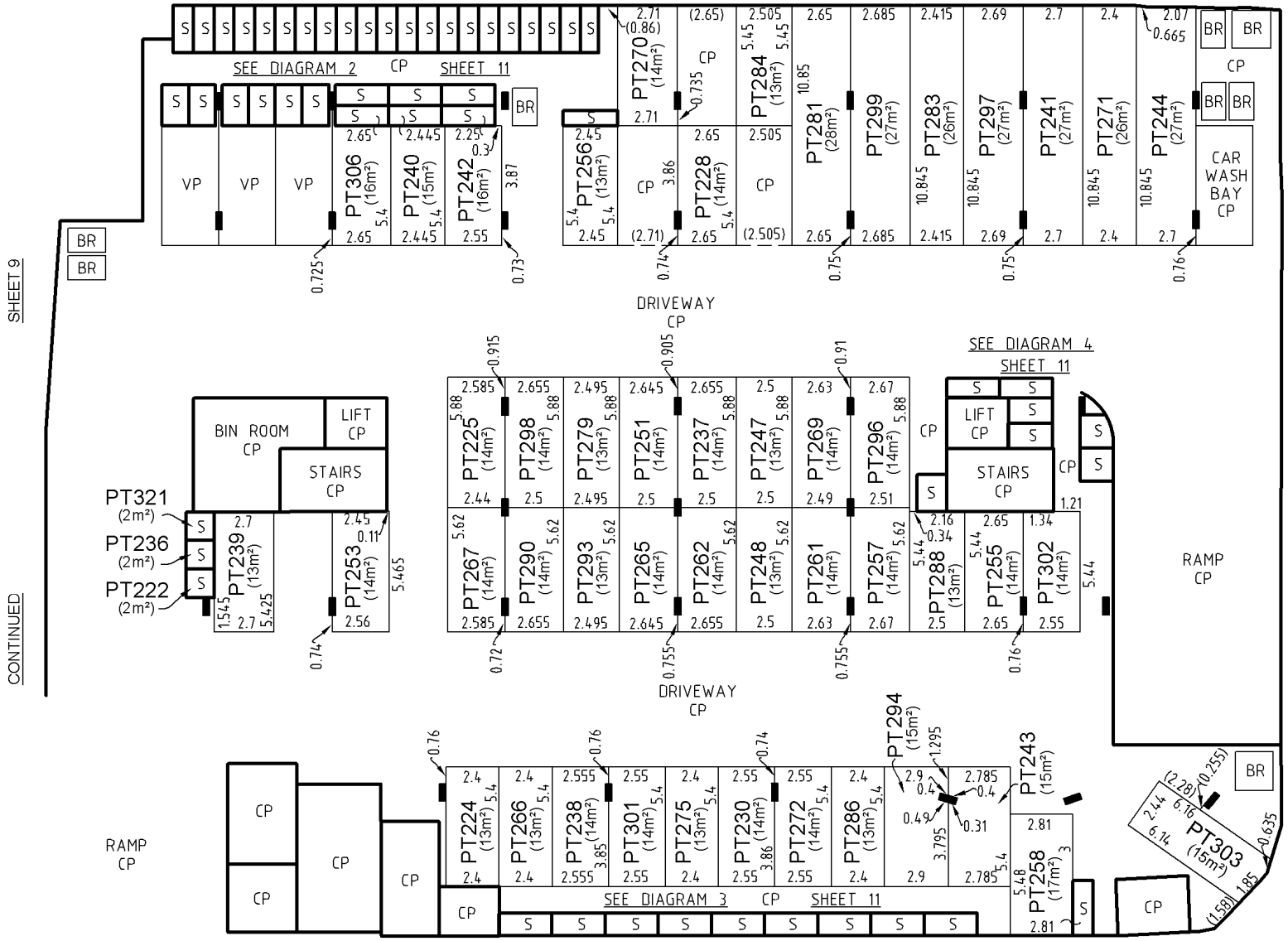
BASEMENT 01
(CARPARKING PLAN)





NOTES:

BR _ BIKE RACK (CP)
CP ~ COMMON PROPERTY
S ~ STORE
VP ~ VISITOR PARKING (CP)

~ DENOTES BDY IS PROLONGATION OF FACE OF COLUMN

OR ~ DENOTES BDY IS PROLONGATION OF CENTRELINE OF COLUMN

~ DENOTES BDY IS PROLONGATION OF FACE OF STRUCTURE

ALL CAR SPACES ARE PARALLEL AND PERPENDICULAR

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:10 of 47
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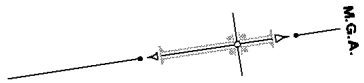
BASEMENT 01
(STORE DIAGRAMS)



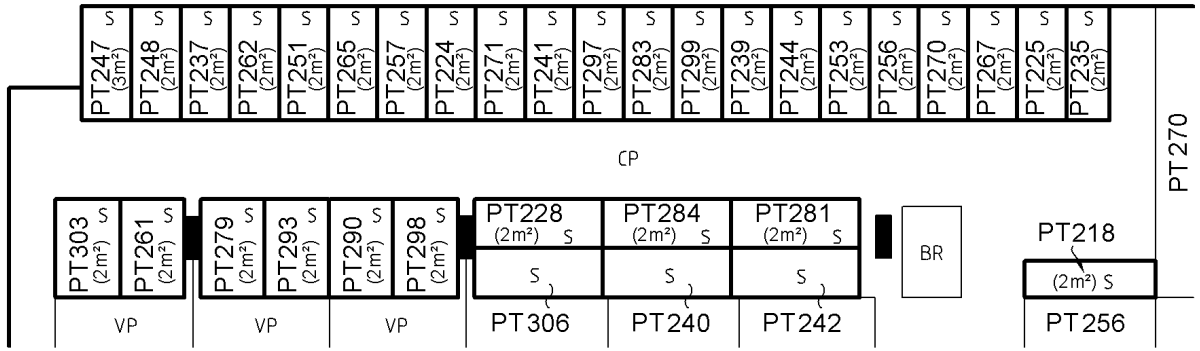
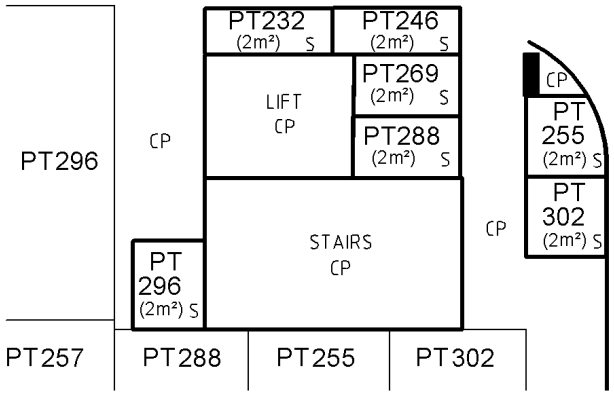


DIAGRAM 2



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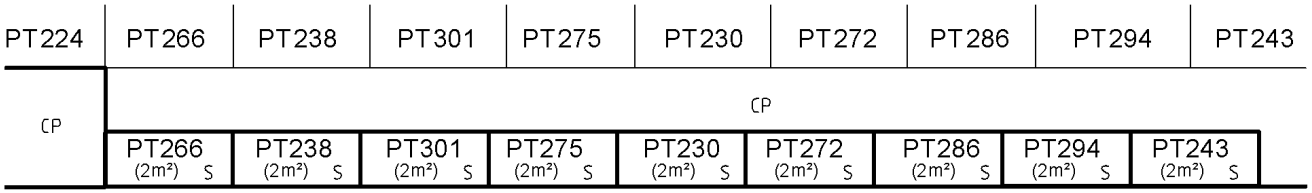

DIAGRAM 3

NOTES:

CP ~ COMMON PROPERTY
S ~ STORE
VP ~ VISITOR PARKING (CP)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: ASHLEY PAUL JELLEY Surveyor Ref: 40858-43136SP Subdivision No: 17/SC77/16 Lengths are in metres. Reduction Ratio 1: 100	Registered: 28.11.2016	SP94414

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:11 of 47
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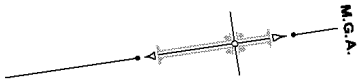
STORE DIAGRAM DIMENSIONS



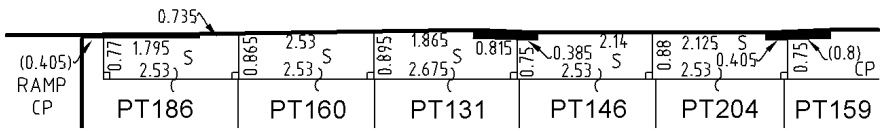
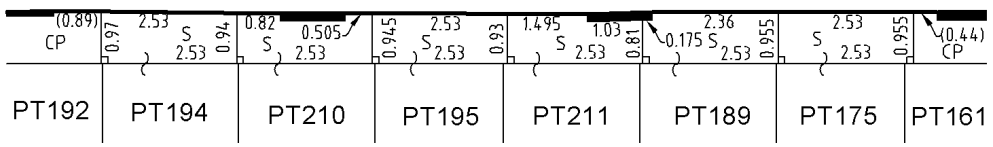


DIAGRAM S1



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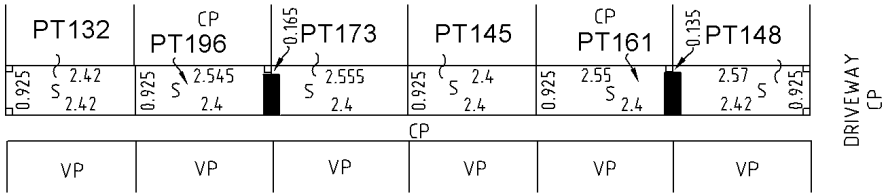

DIAGRAM S3

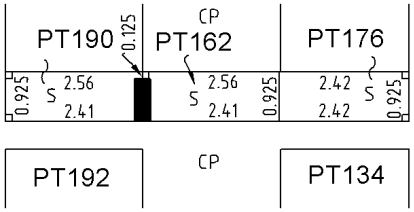

DIAGRAM S4

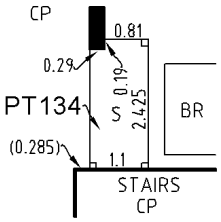

DIAGRAM S5

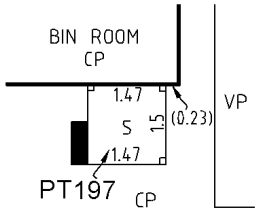

DIAGRAM S6

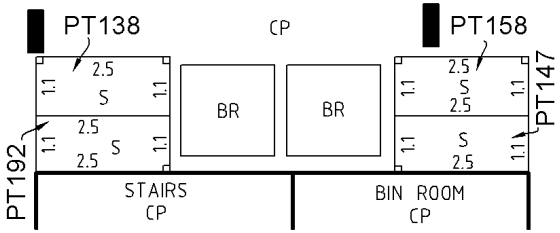

DIAGRAM S7

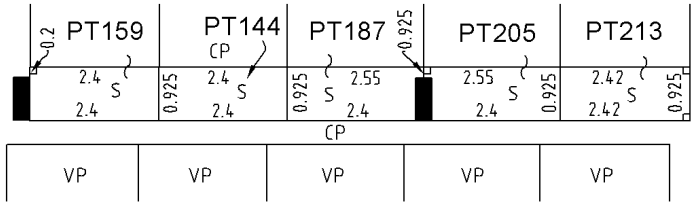

DIAGRAM S8

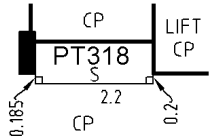

DIAGRAM S9

NOTES:

CP ~ COMMON PROPERTY
S ~ STORE
VP ~ VISITOR PARKING (CP)

~ PERPENDICULAR

~ DENOTES BDY IS PROLONGATION OF FACE OF COLUMN

~ DENOTES BDY IS PROLONGATION OF CENTRELINE OF COLUMN

~ DENOTES BDY IS PROLONGATION OF FACE OF STRUCTURE

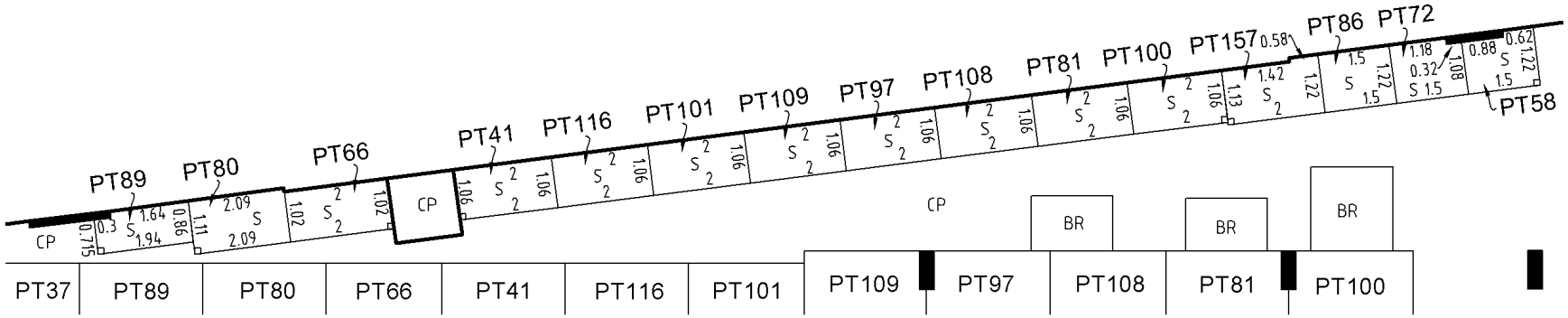

DIAGRAM S10

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 100

Registered: 28.11.2016

SP94414

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:12 of 47
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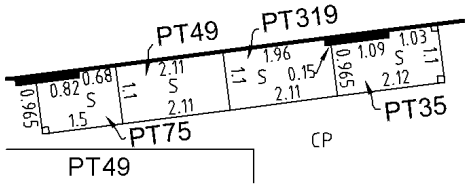
STORE DIAGRAM DIMENSIONS



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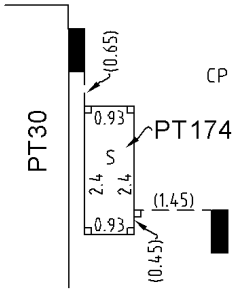

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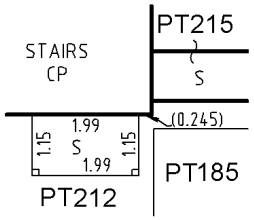

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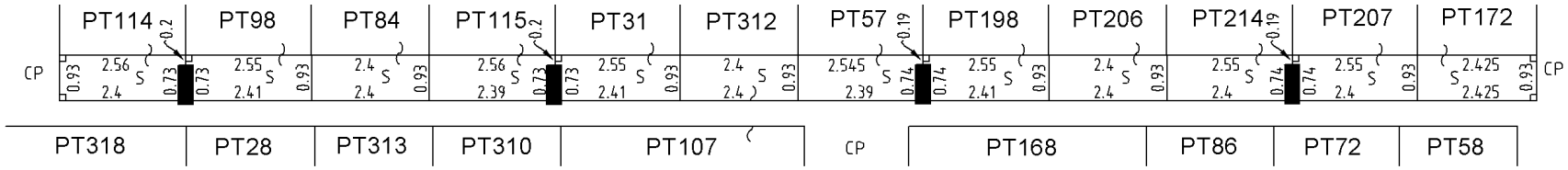

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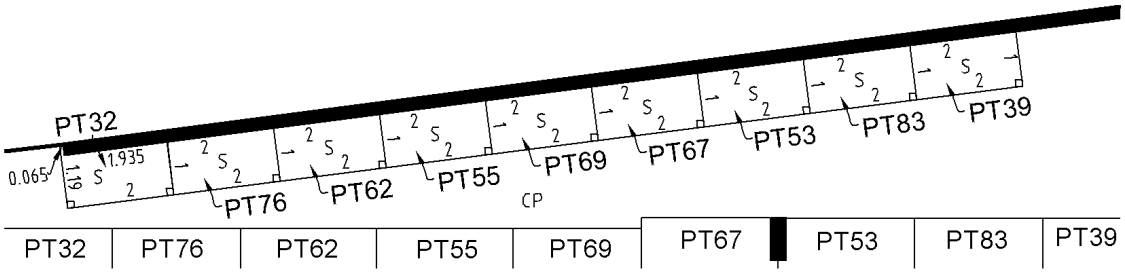

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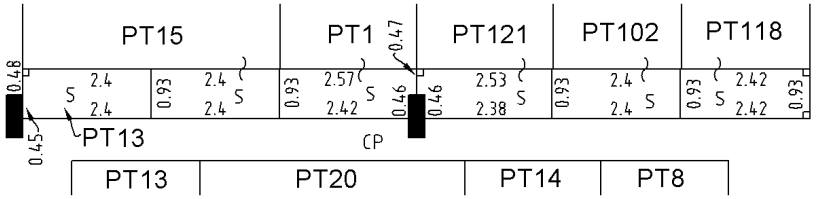

DIAGRAM S16

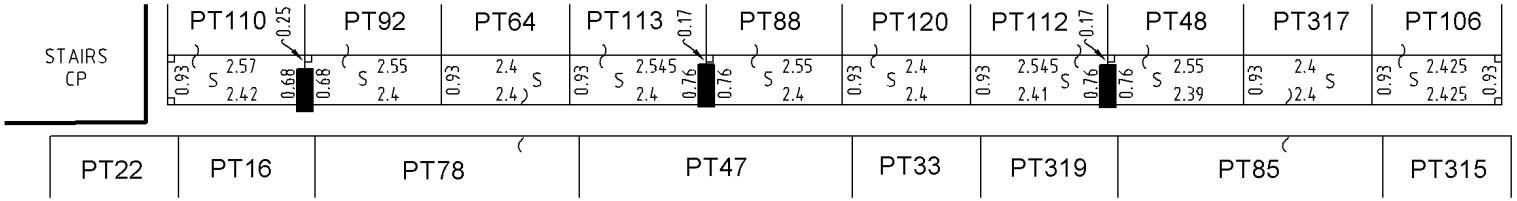

DIAGRAM S17

NOTES:

CP ~ COMMON PROPERTY
S ~ STORE

└ ~ PERPENDICULAR

▌ ~ DENOTES BDY IS PROLONGATION OF CENTRELINE OF COLUMN

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 100

Registered: 28.11.2016

SP94414

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:13 of 47
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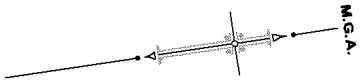
STORE DIAGRAM DIMENSIONS



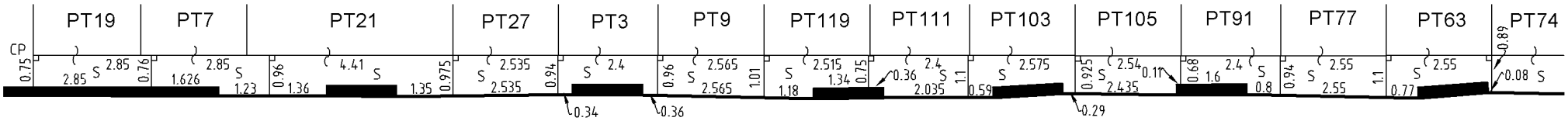


DIAGRAM S18

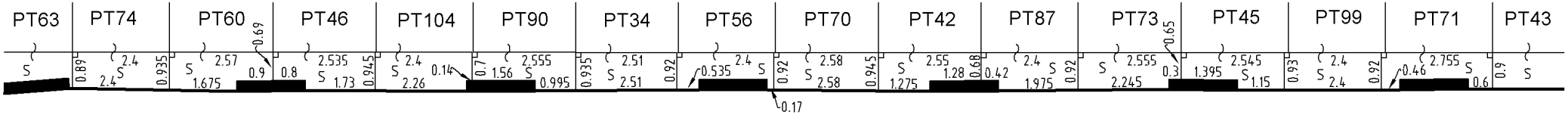
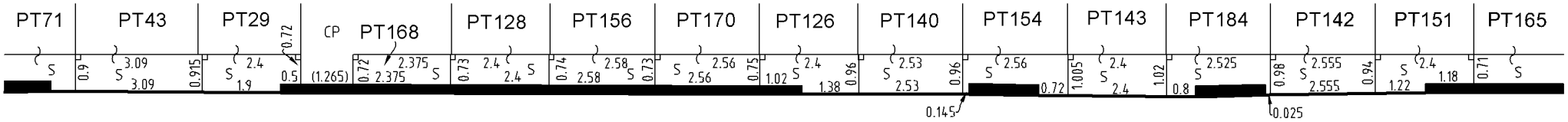


DIAGRAM S19



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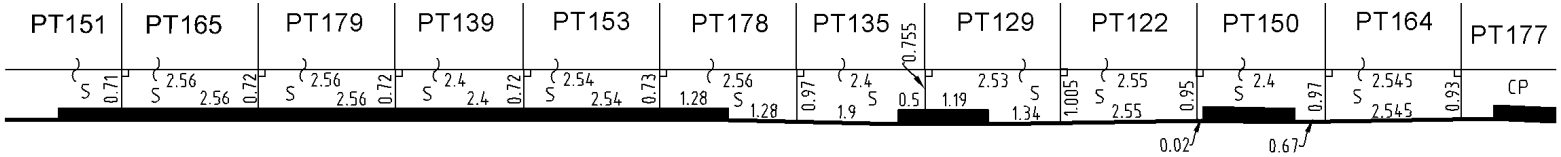

DIAGRAM S21

NOTES:

CP ~ COMMON PROPERTY
S ~ STORE

⌊ ~ PERPENDICULAR

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: ASHLEY PAUL JELLEY Surveyor Ref: 40858-43136SP Subdivision No: 17/SC77/16 Lengths are in metres. Reduction Ratio 1: 100	Registered: 28.11.2016	SP94414

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:14 of 47
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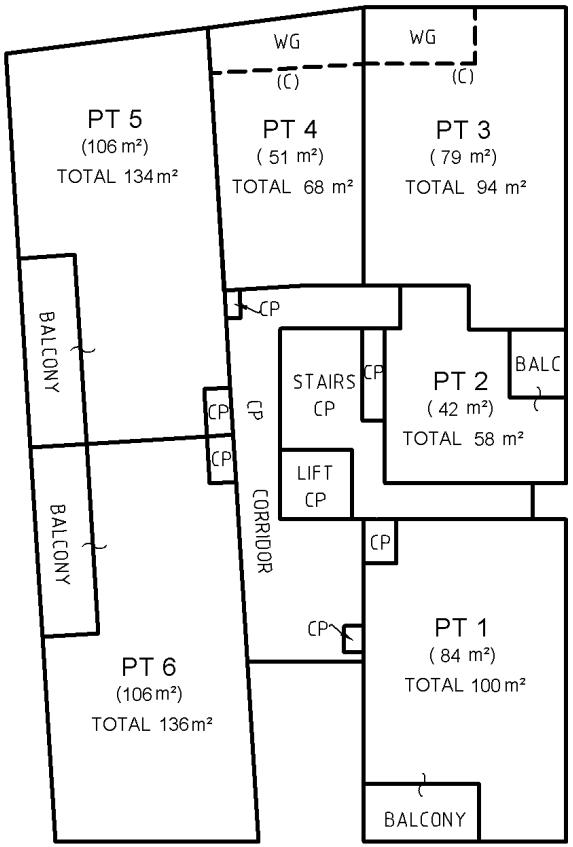
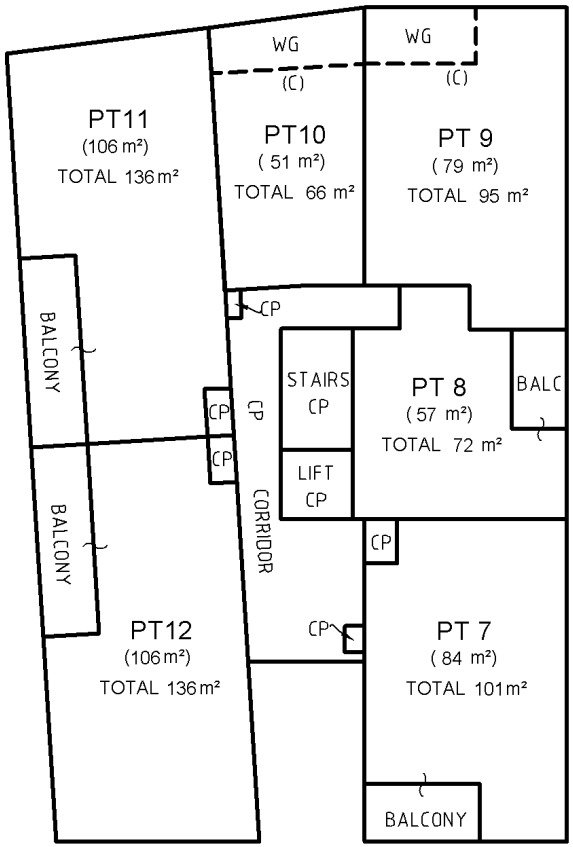
BUILDING A

LEVEL 01



LEVEL 02



NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(C) THE WALL BETWEEN THE WINTER GARDEN AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

Surveyor: ASHLEY PAUL JELLEY Surveyor Ref: 40858-43136SP Subdivision No: 17/SC77/16 Lengths are in metres. Reduction Ratio 1: 200	Registered: 28.11.2016	SP94414

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:15 of 47
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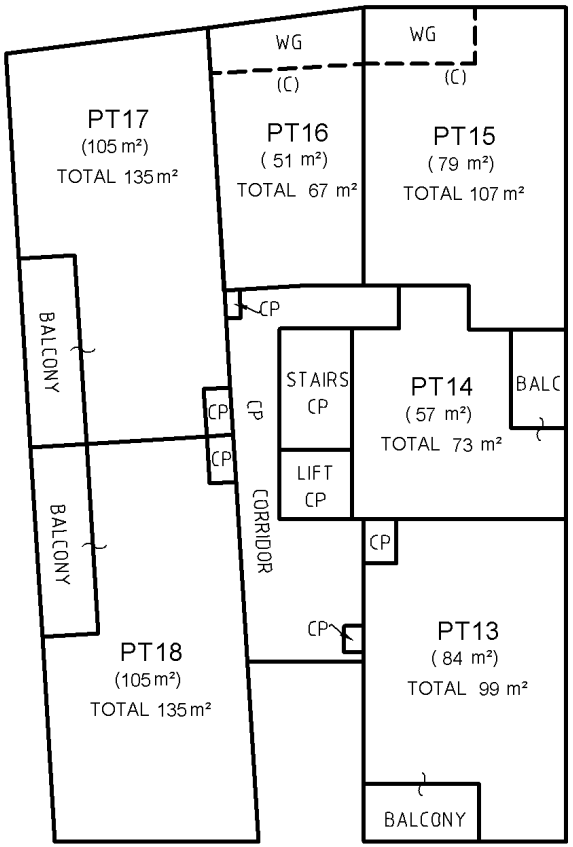
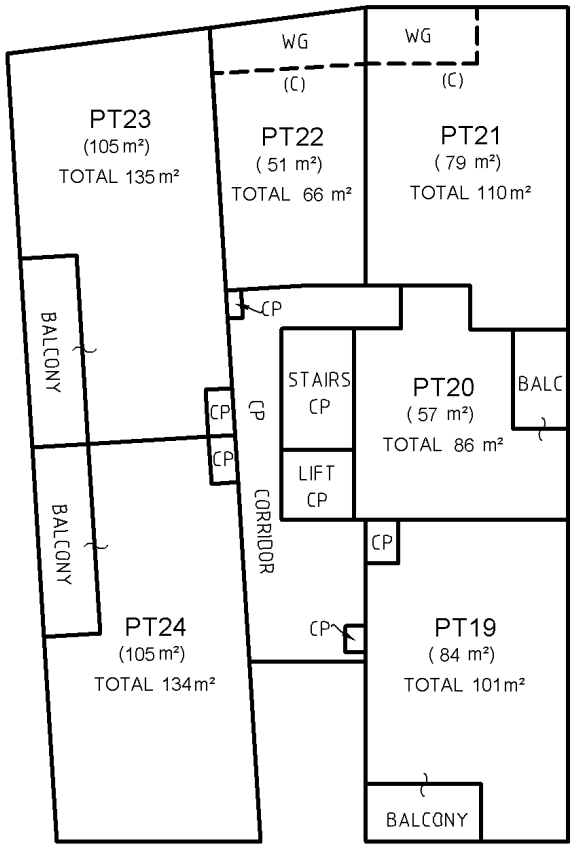
BUILDING A

LEVEL 03



LEVEL 04



NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(C) THE WALL BETWEEN THE WINTER GARDEN AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

Surveyor: ASHLEY PAUL JELLEY Surveyor Ref: 40858-43136SP Subdivision No: 17/SC77/16 Lengths are in metres. Reduction Ratio 1: 200	Registered: 28.11.2016	SP94414

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:16 of 47
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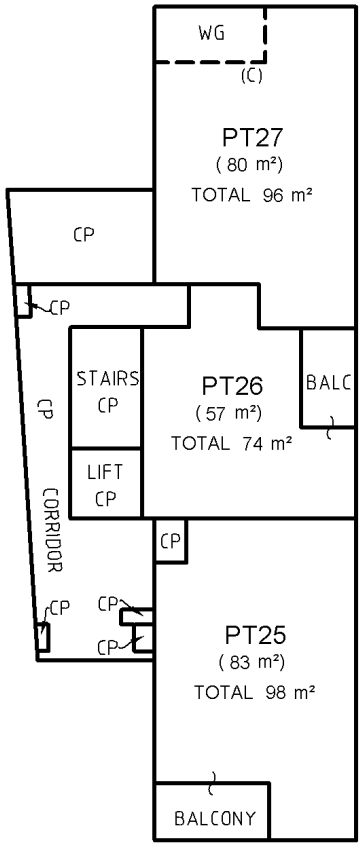
BUILDING A

LEVEL 05



NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(C) THE WALL BETWEEN THE WINTER GARDEN AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

Surveyor: ASHLEY PAUL JELLEY Surveyor Ref: 40858-43136SP Subdivision No: 17/SC77/16 Lengths are in metres. Reduction Ratio 1: 200	Registered: 28.11.2016	SP94414

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:17 of 47
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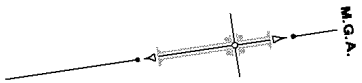
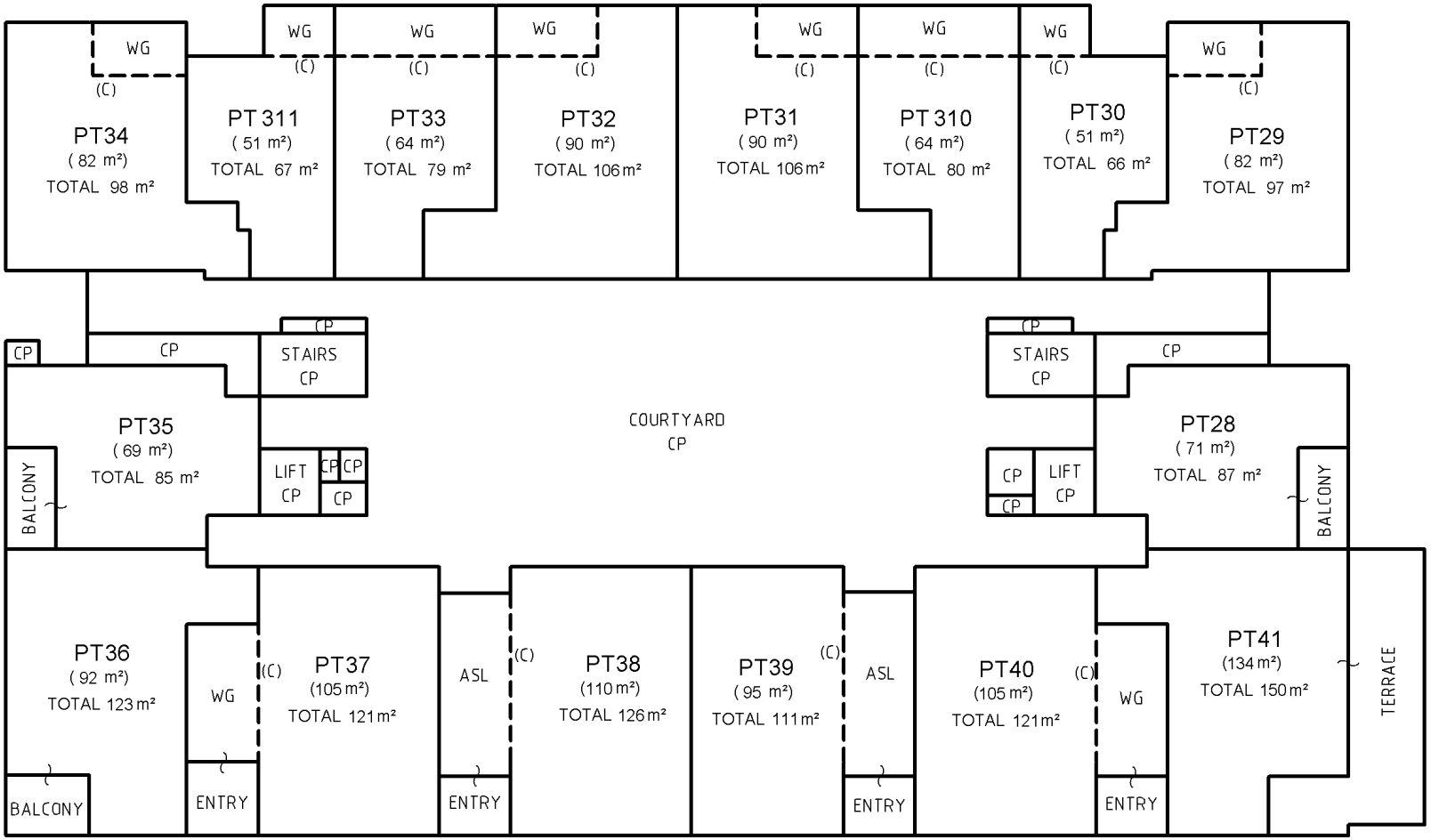


BUILDING B
LEVEL 01



NOTES:

ASL ~ ALL SEASONS LIVING
CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

ALL WINTERGARDENS AND ALL SEASONS LIVING AREAS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES, TERRACE AND ENTRIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(C) THE WALL BETWEEN THE WINTER GARDEN OR ALL SEASONS LIVING AREA AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:18 of 47
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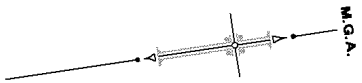
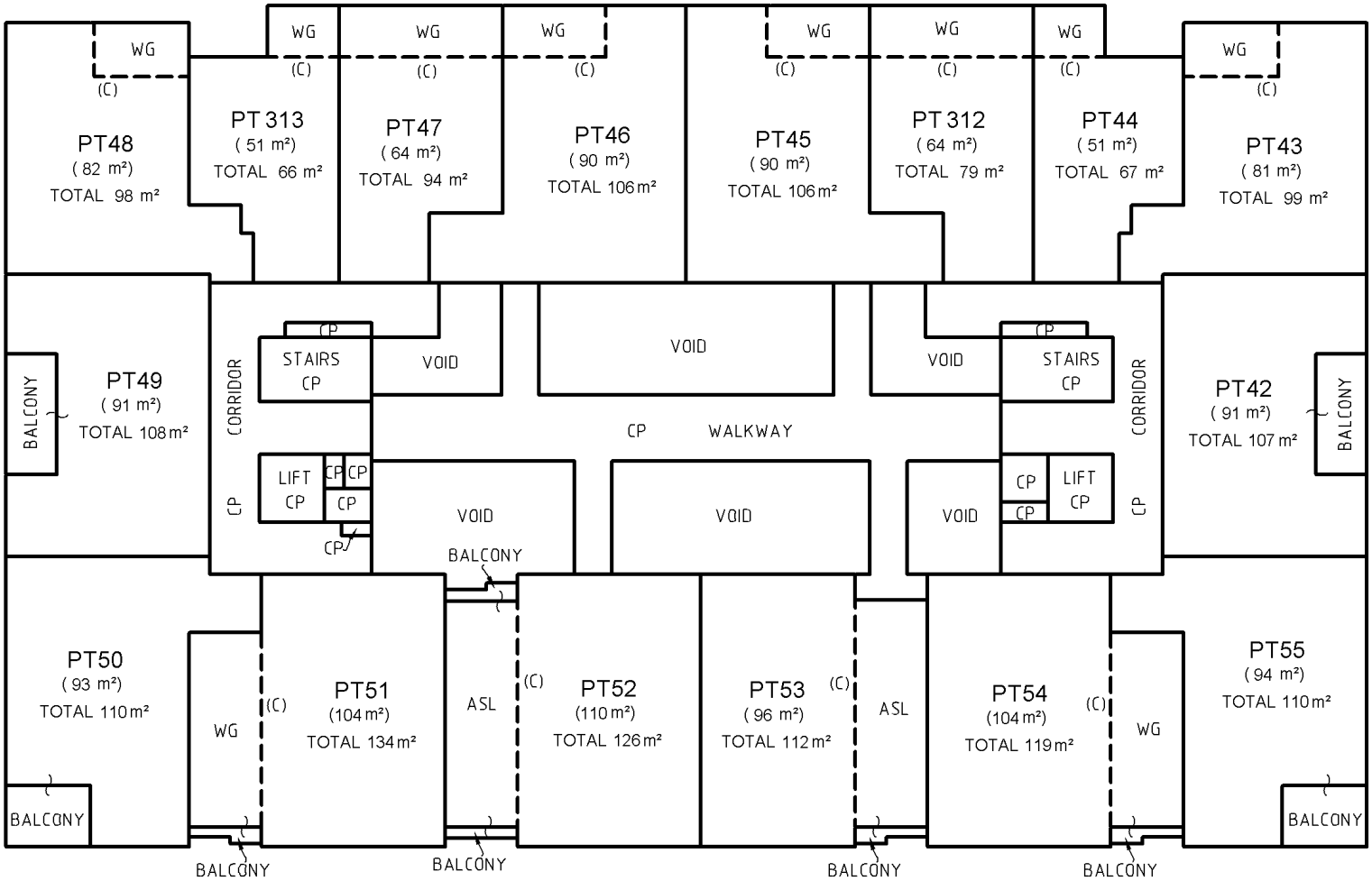


BUILDING B
LEVEL 02



NOTES:

ASL ~ ALL SEASONS LIVING
CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

ALL WINTERGARDENS AND ALL SEASONS LIVING AREAS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(C) THE WALL BETWEEN THE WINTER GARDEN OR ALL SEASONS LIVING AREA AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:19 of 47
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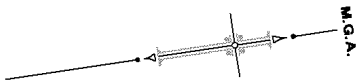
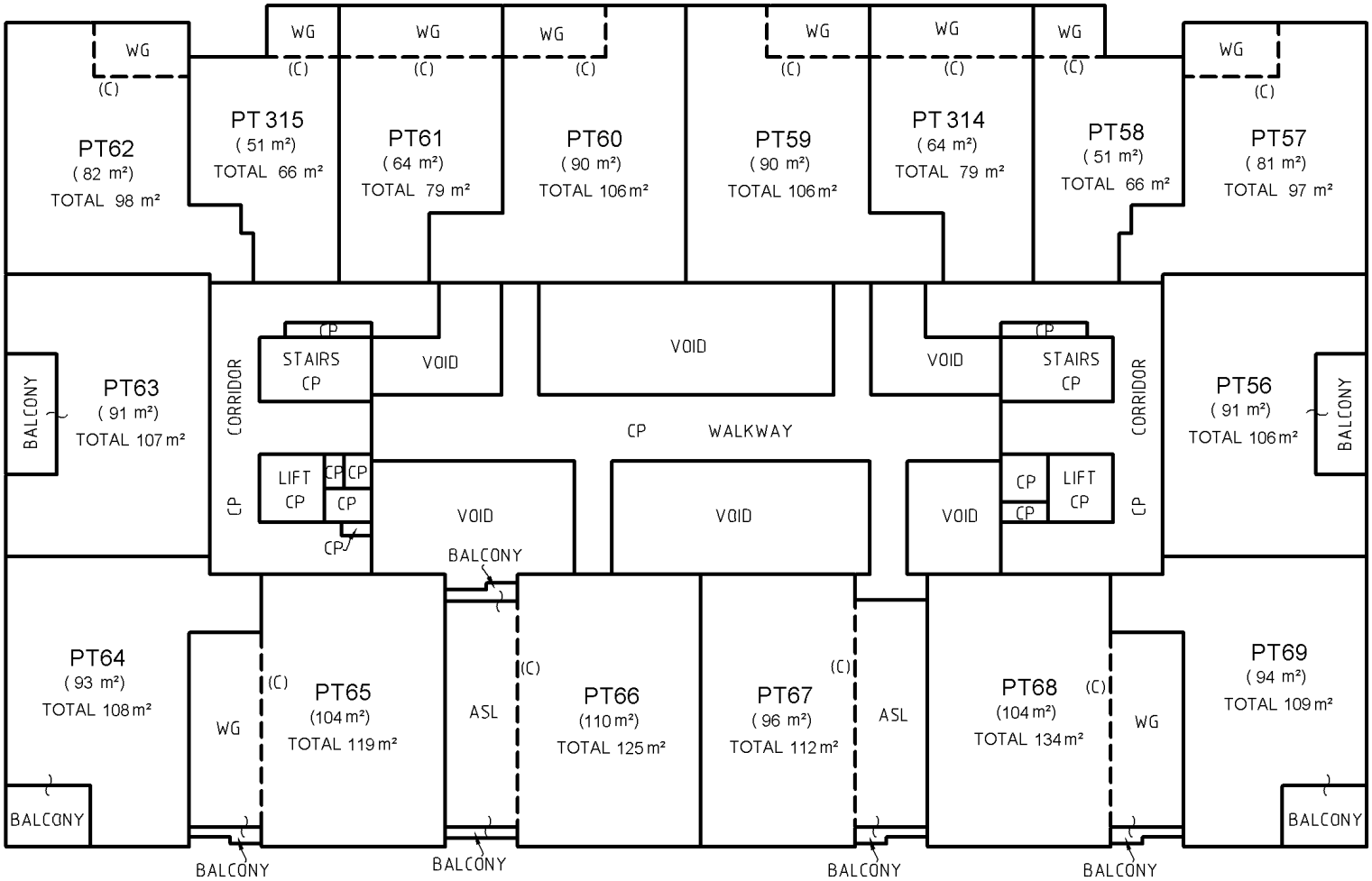


BUILDING B
LEVEL 03



NOTES:

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WG ~ WINTERGARDEN

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Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:20 of 47
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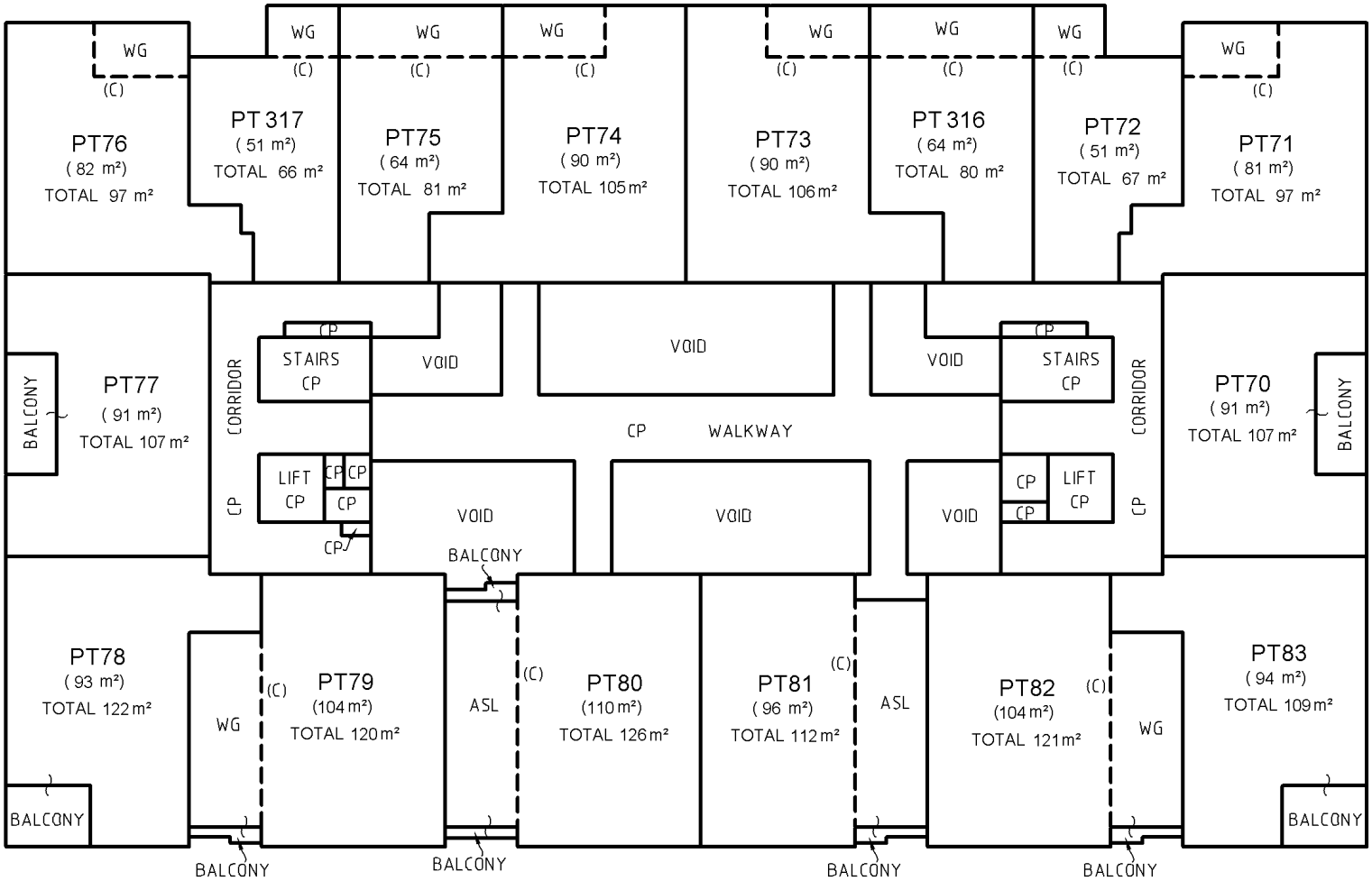
BUILDING B
LEVEL 04



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Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:21 of 47
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BUILDING B
LEVEL 05

NOTES:

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WG ~ WINTERGARDEN

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Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

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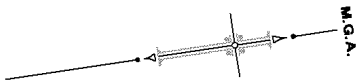
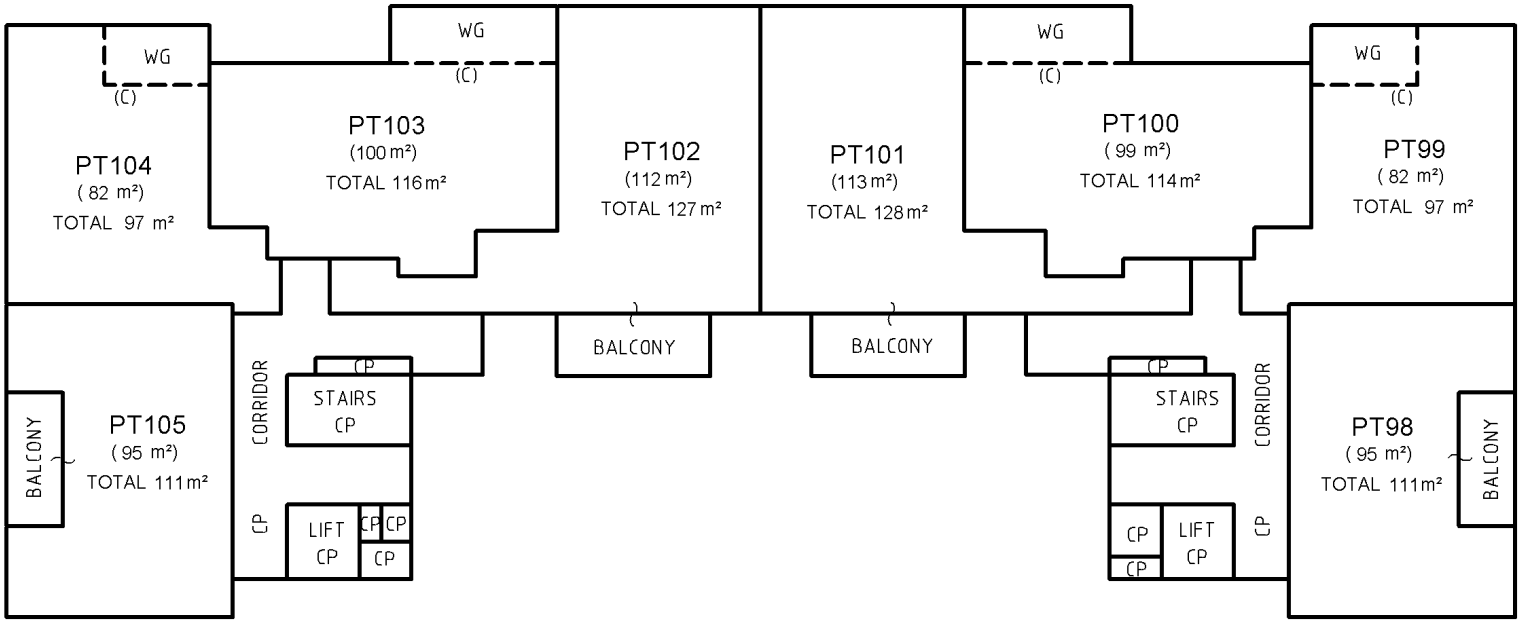


BUILDING B
LEVEL 06



NOTES:

CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

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(C) THE WALL BETWEEN THE WINTER GARDEN AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

Surveyor: ASHLEY PAUL JELLEY Surveyor Ref: 40858-43136SP Subdivision No: 17/SC77/16 Lengths are in metres. Reduction Ratio 1: 200	Registered: 28.11.2016	SP94414

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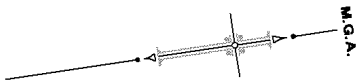
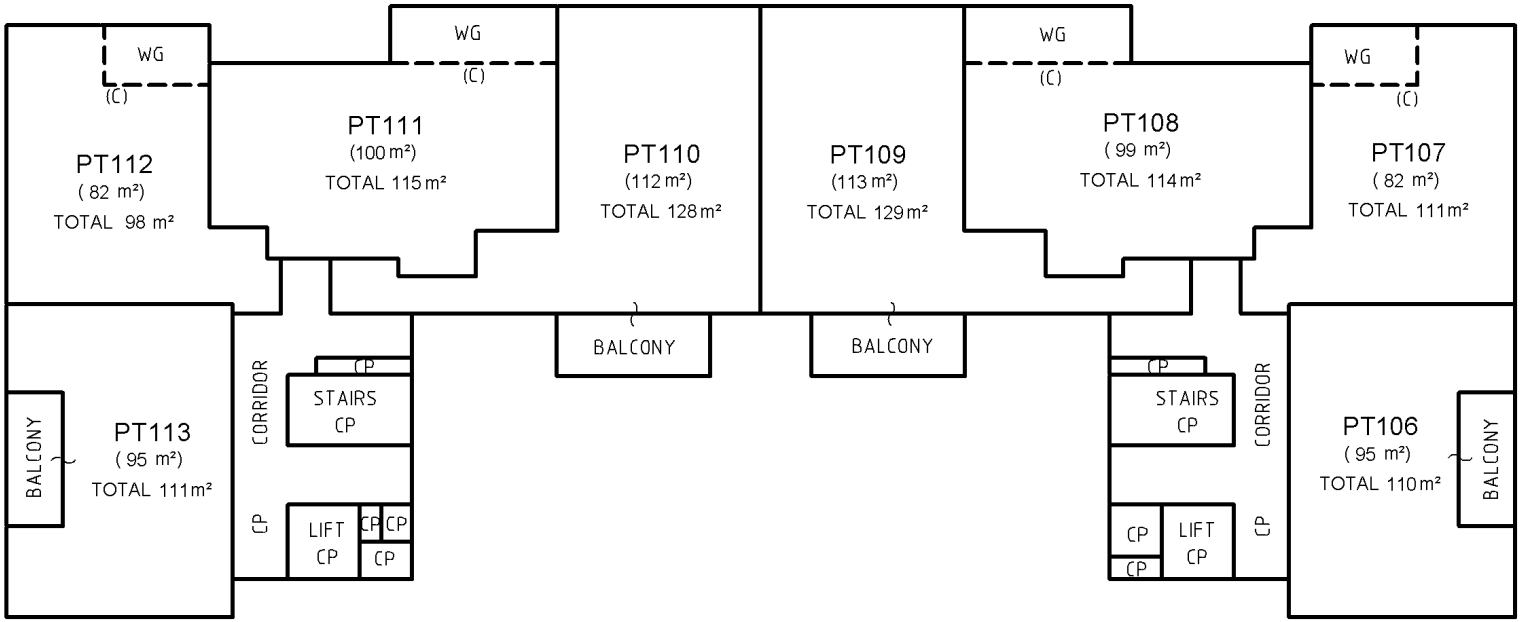


BUILDING B
LEVEL 07



NOTES:

CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

ALL WINTERGARDENS ARE FULLY ENCLOSED

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(C) THE WALL BETWEEN THE WINTER GARDEN AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

Surveyor: ASHLEY PAUL JELLEY Surveyor Ref: 40858-43136SP Subdivision No: 17/SC77/16 Lengths are in metres. Reduction Ratio 1: 200	Registered: 28.11.2016	SP94414

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Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:24 of 47
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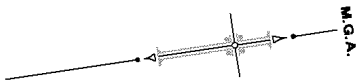
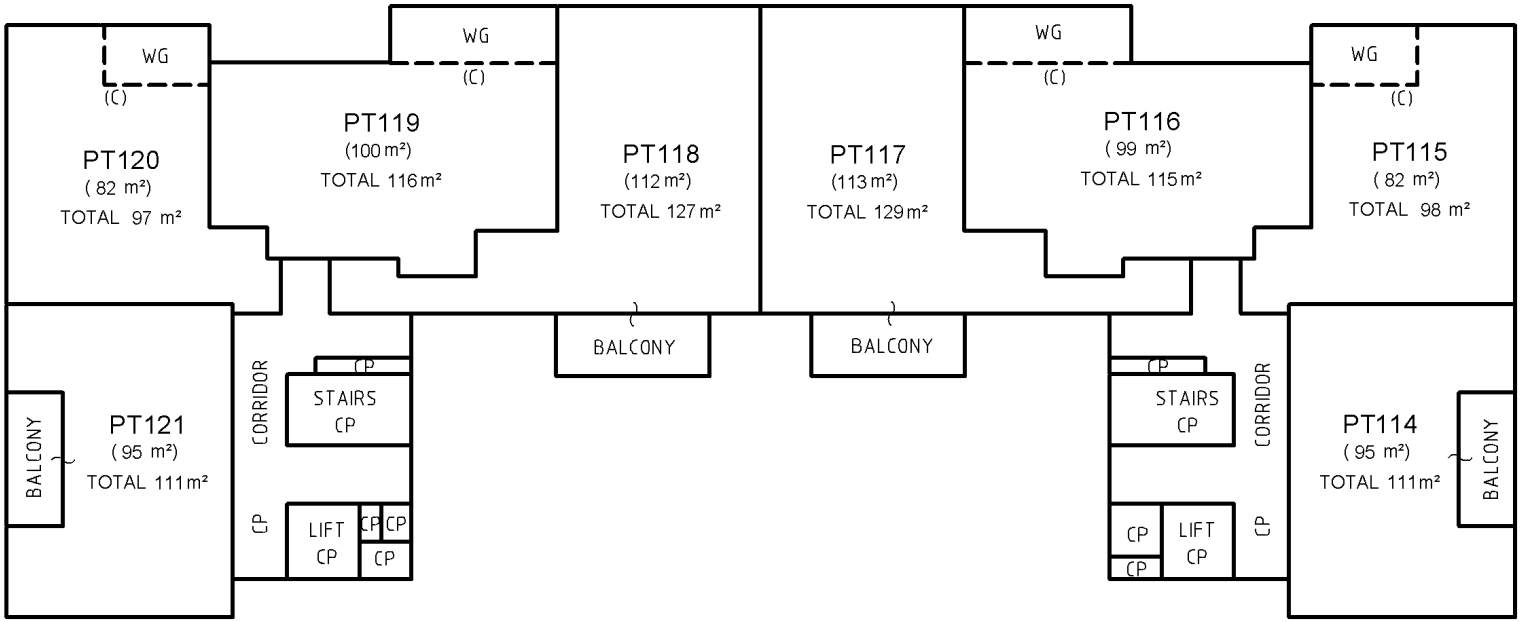


BUILDING B
LEVEL 08



NOTES:

CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

ALL WINTERGARDENS ARE FULLY ENCLOSED

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(C) THE WALL BETWEEN THE WINTER GARDEN AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

Surveyor: ASHLEY PAUL JELLEY Surveyor Ref: 40858-43136SP Subdivision No: 17/SC77/16 Lengths are in metres. Reduction Ratio 1: 200	Registered: 28.11.2016	SP94414

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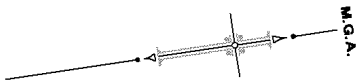

BUILDING C
LEVEL 01

NOTES:

ASL ~ ALL SEASONS LIVING
CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

ALL WINTERGARDENS AND ALL SEASONS LIVING AREAS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES AND ENTRIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(C) THE WALL BETWEEN THE WINTER GARDEN OR ALL SEASONS LIVING AREA AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

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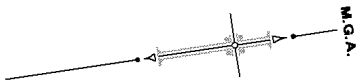
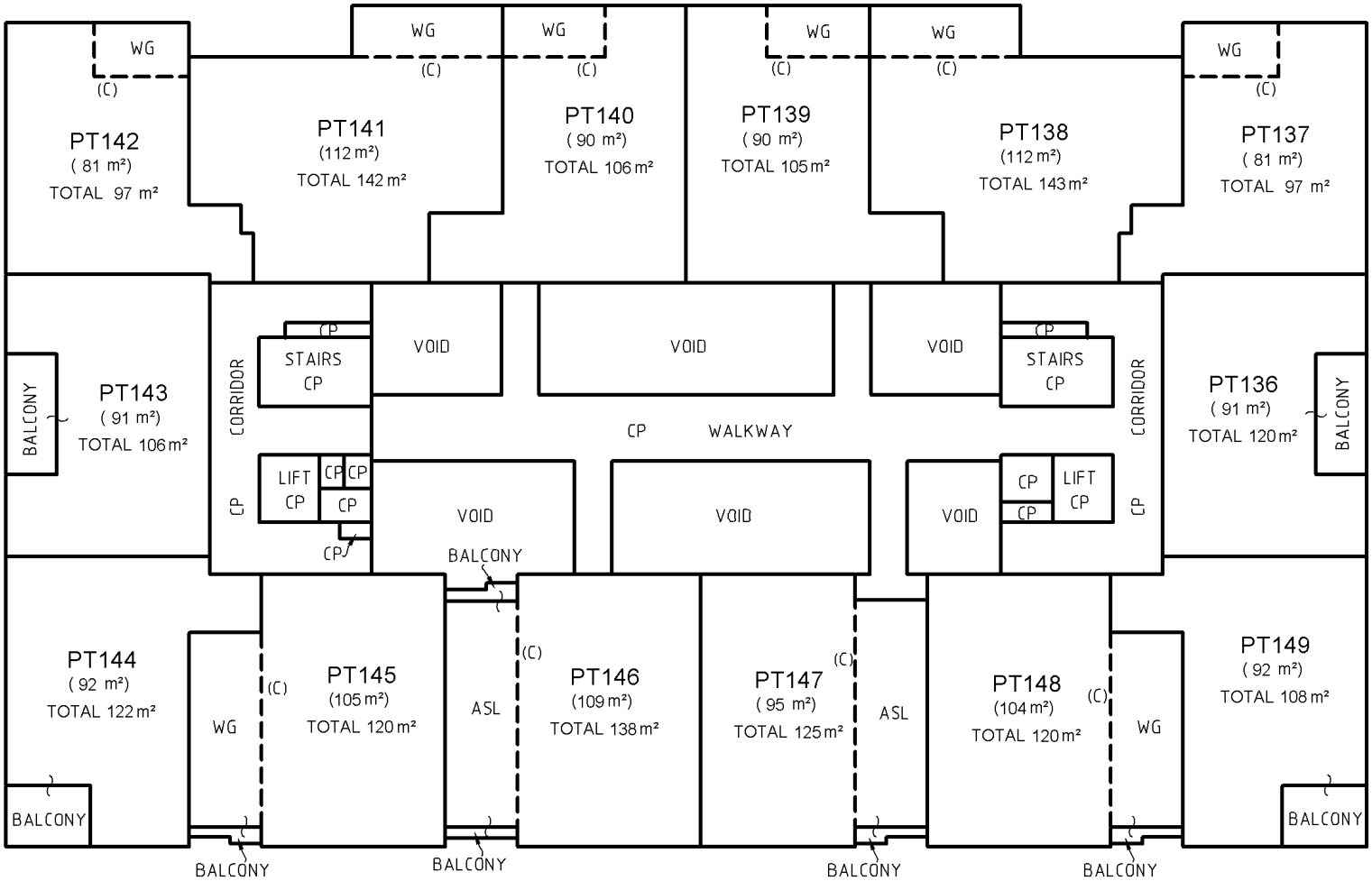


BUILDING C
LEVEL 02



NOTES:

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

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Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

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BUILDING C
LEVEL 03

NOTES:

ASL ~ ALL SEASONS LIVING
CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

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Subdivision No: 17/SC77/16
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Registered: 28.11.2016

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BUILDING C
LEVEL 04

NOTES:

ASL ~ ALL SEASONS LIVING
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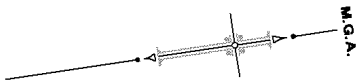

BUILDING C
LEVEL 05

NOTES:

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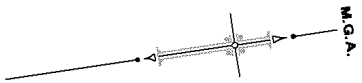
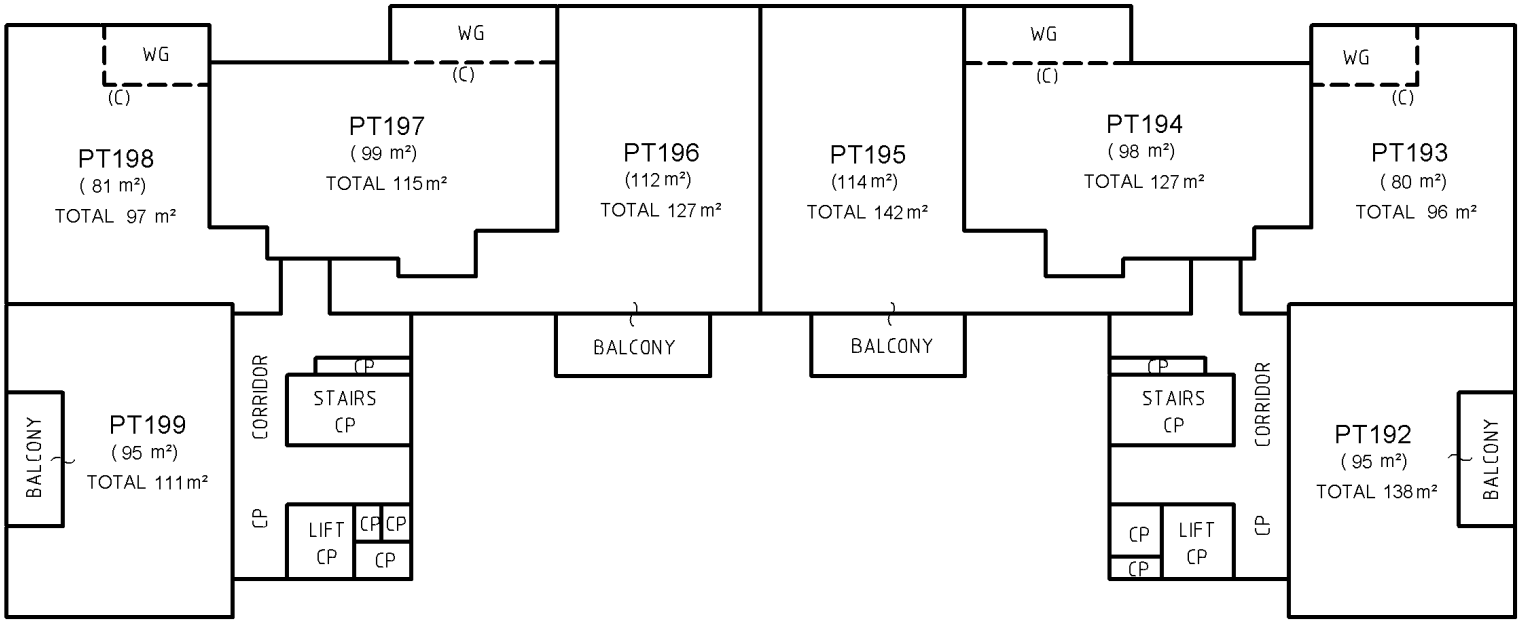


BUILDING C
LEVEL 06



NOTES:

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Surveyor: ASHLEY PAUL JELLEY Surveyor Ref: 40858-43136SP Subdivision No: 17/SC77/16 Lengths are in metres. Reduction Ratio 1: 200	Registered: 28.11.2016	SP94414

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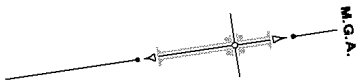
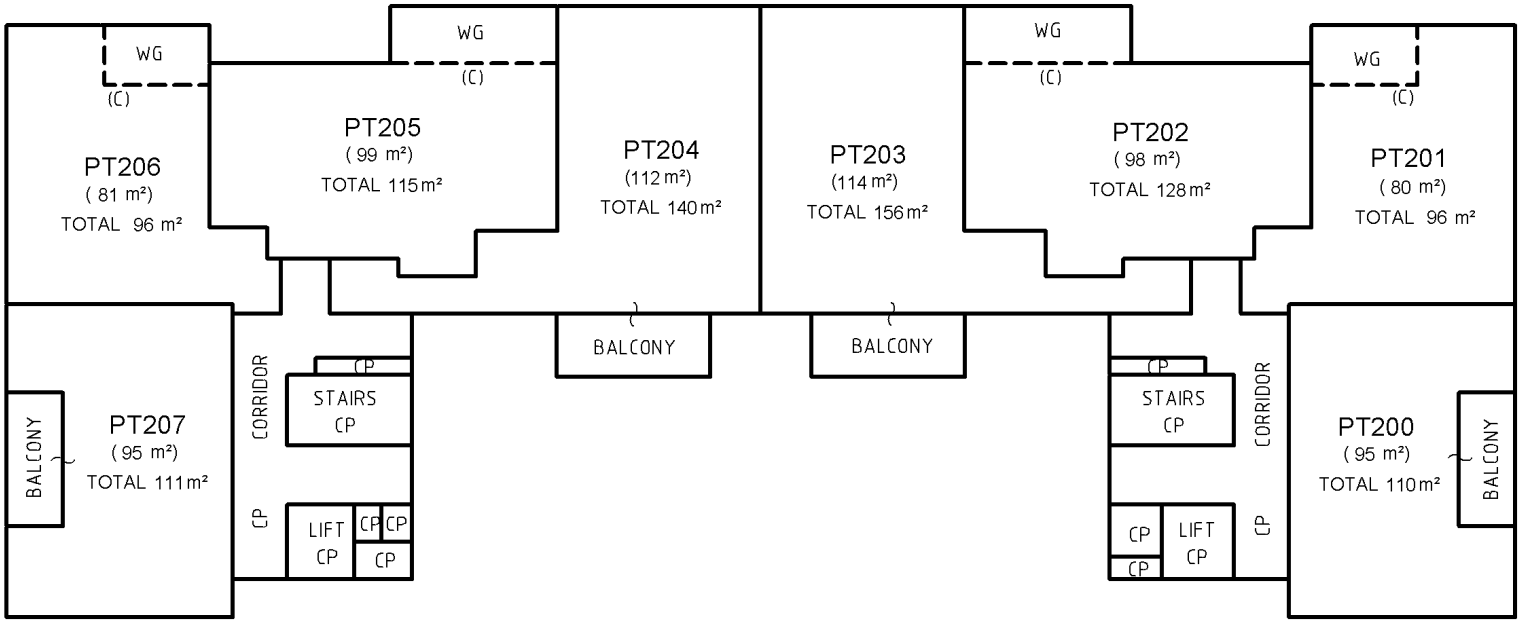


BUILDING C
LEVEL 07



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Surveyor: ASHLEY PAUL JELLEY Surveyor Ref: 40858-43136SP Subdivision No: 17/SC77/16 Lengths are in metres. Reduction Ratio 1: 200	Registered: 28.11.2016	SP94414

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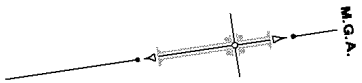
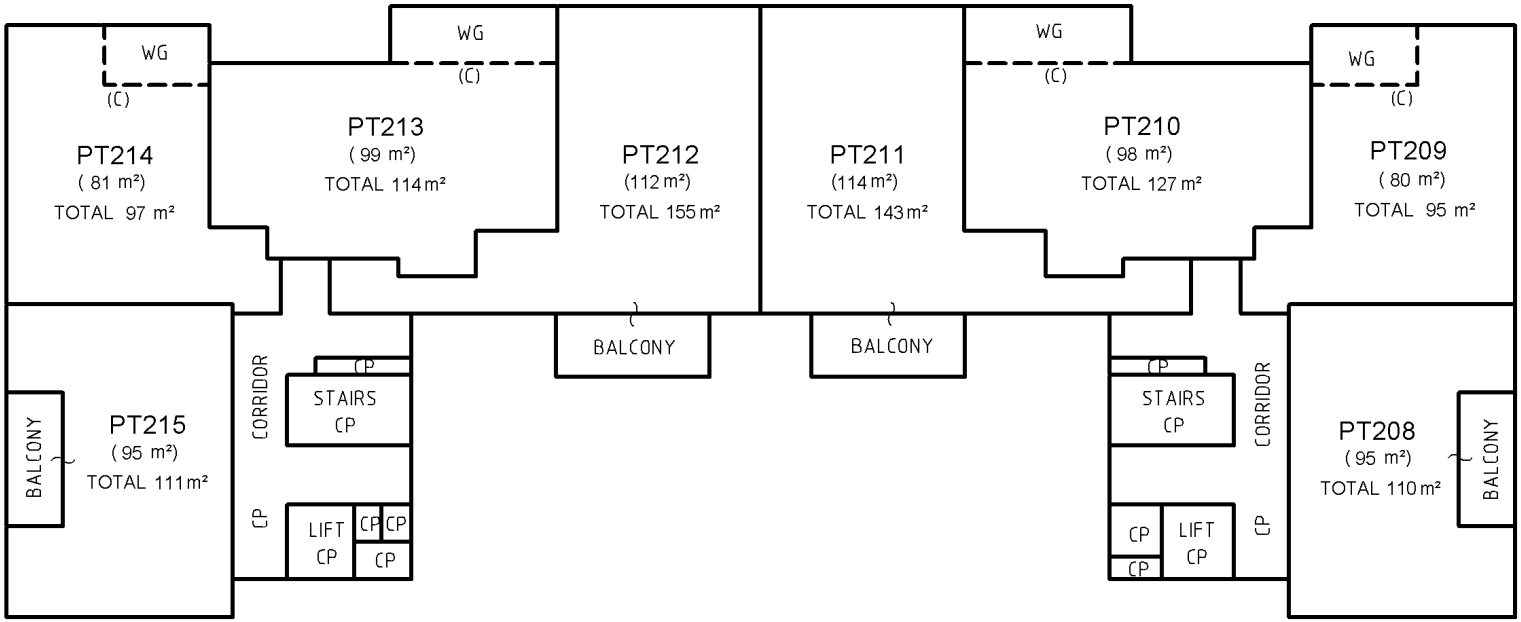


BUILDING C
LEVEL 08



NOTES:

CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(C) THE WALL BETWEEN THE WINTER GARDEN AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

Surveyor: ASHLEY PAUL JELLEY Surveyor Ref: 40858-43136SP Subdivision No: 17/SC77/16 Lengths are in metres. Reduction Ratio 1: 200	Registered: 28.11.2016	SP94414

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:33 of 47
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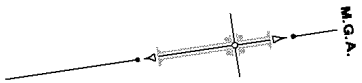
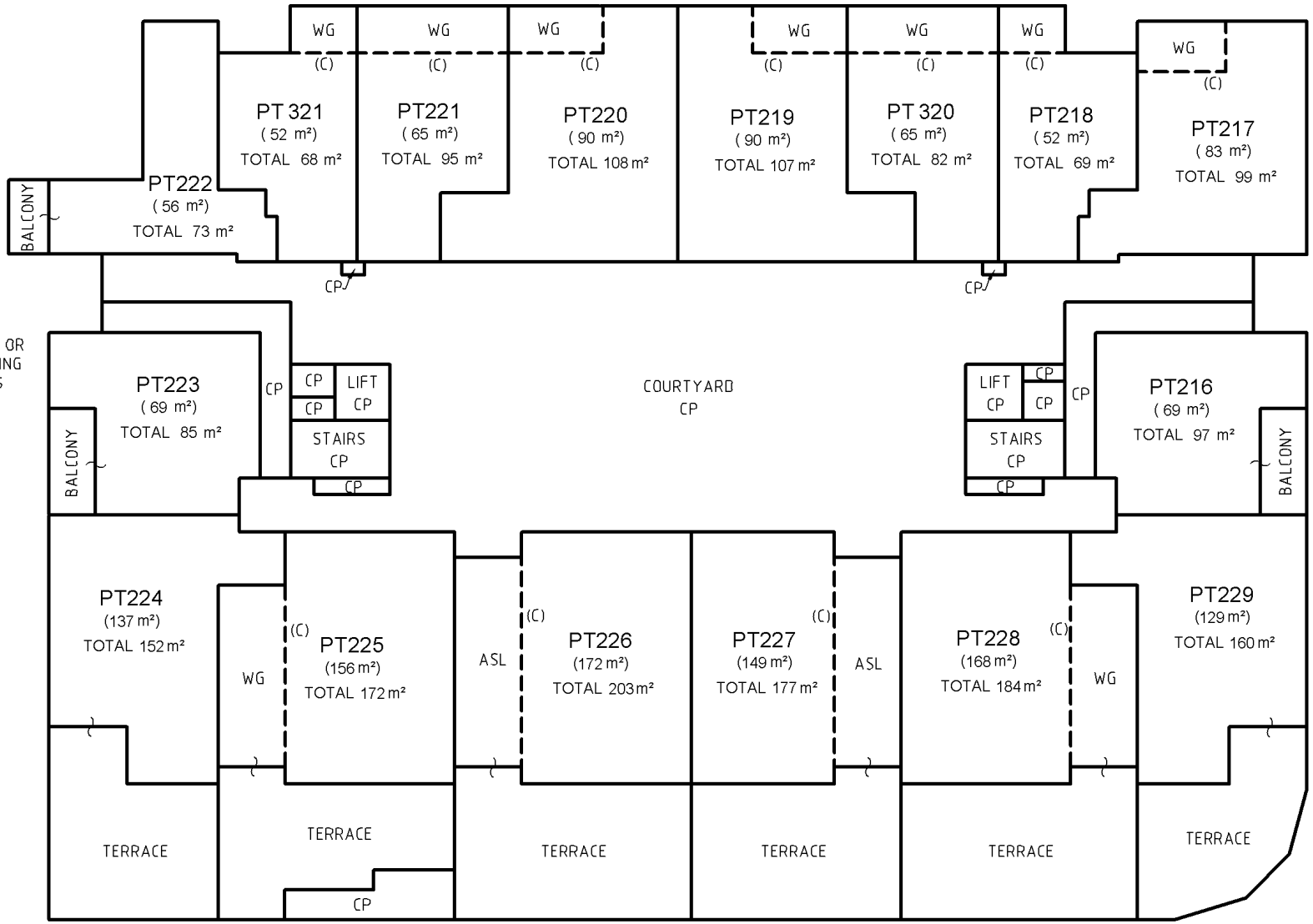


BUILDING D

LEVEL 01



(C) THE WALL BETWEEN THE WINTER GARDEN OR ALL SEASONS LIVING AREA AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

NOTES:

ASL ~ ALL SEASONS LIVING
CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

ALL WINTERGARDENS AND ALL SEASONS LIVING AREAS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES AND TERRACES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:34 of 47
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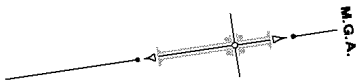

BUILDING D
LEVEL 02

NOTES:

ASL ~ ALL SEASONS LIVING
CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

ALL WINTERGARDENS AND ALL SEASONS LIVING AREAS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(C) THE WALL BETWEEN THE WINTER GARDEN OR ALL SEASONS LIVING AREA AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

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BUILDING D
LEVEL 03

NOTES:

ASL ~ ALL SEASONS LIVING
CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

ALL WINTERGARDENS AND ALL SEASONS LIVING AREAS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(C) THE WALL BETWEEN THE WINTER GARDEN OR ALL SEASONS LIVING AREA AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

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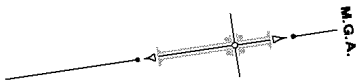

BUILDING D
LEVEL 04

NOTES:

ASL ~ ALL SEASONS LIVING
CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

ALL WINTERGARDENS AND ALL SEASONS LIVING AREAS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

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(C) THE WALL BETWEEN THE WINTER GARDEN OR ALL SEASONS LIVING AREA AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

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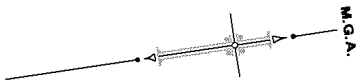

BUILDING D
LEVEL 05

NOTES:

ASL ~ ALL SEASONS LIVING
CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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

ALL WINTERGARDENS AND ALL SEASONS LIVING AREAS ARE FULLY ENCLOSED

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(C) THE WALL BETWEEN THE WINTER GARDEN OR ALL SEASONS LIVING AREA AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:38 of 47
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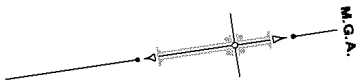
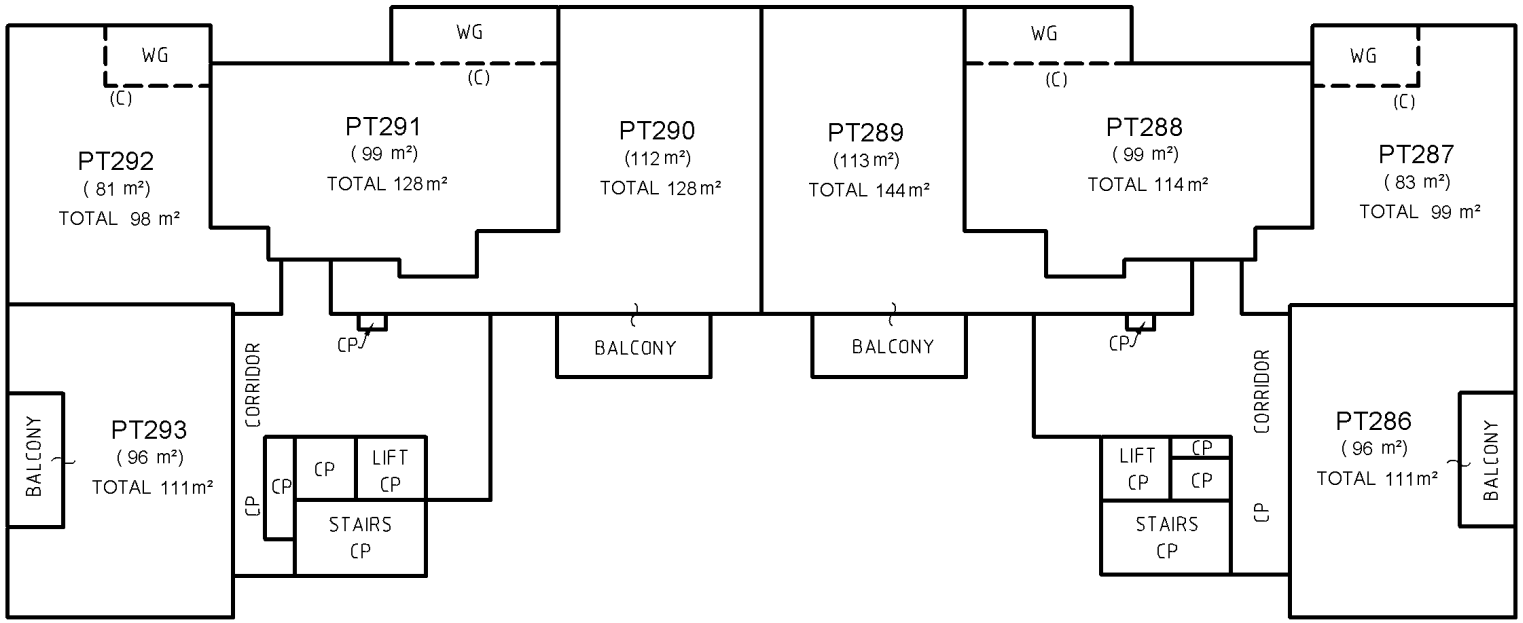


BUILDING D

LEVEL 06



NOTES:

CP ~ COMMON PROPERTY
WG ~ WINTERGARDEN

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Surveyor: ASHLEY PAUL JELLEY
Surveyor Ref: 40858-43136SP
Subdivision No: 17/SC77/16
Lengths are in metres. Reduction Ratio 1: 200

Registered: 28.11.2016

SP94414

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

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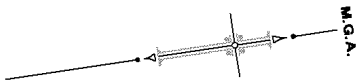
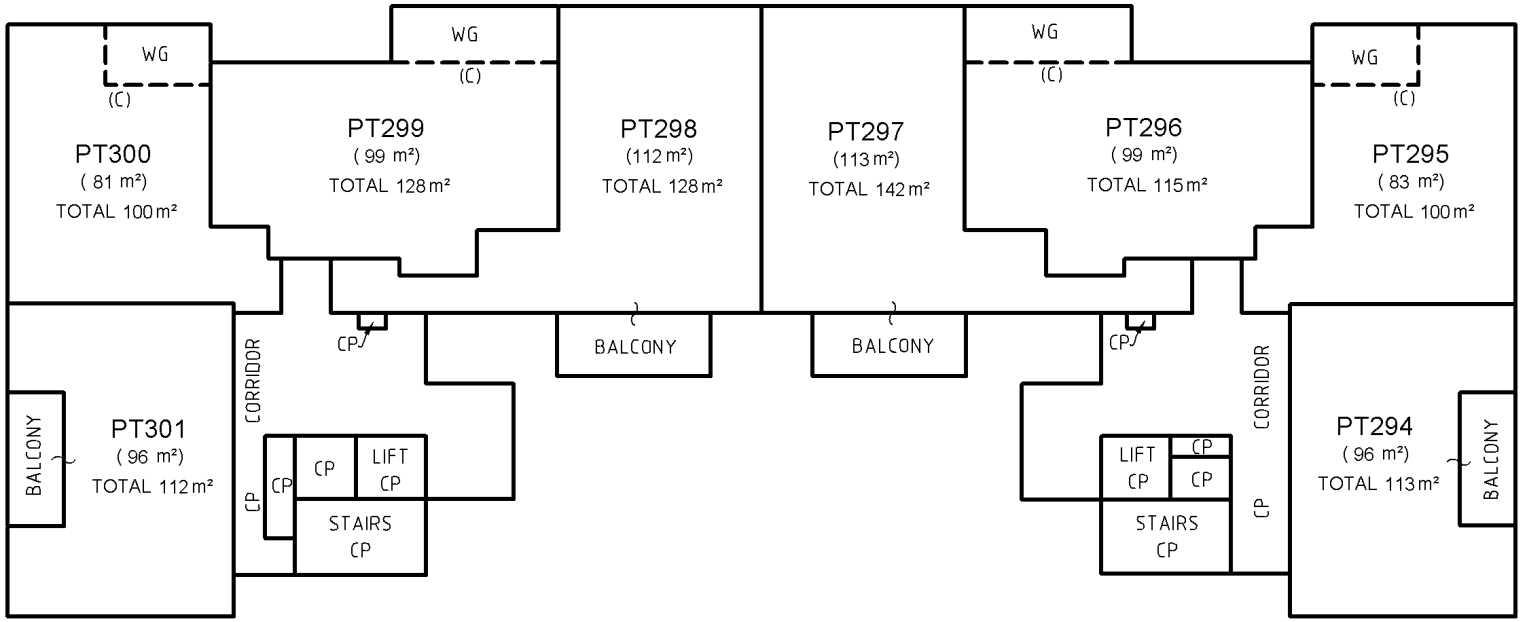


BUILDING D
LEVEL 07



NOTES:

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Surveyor: ASHLEY PAUL JELLEY Surveyor Ref: 40858-43136SP Subdivision No: 17/SC77/16 Lengths are in metres. Reduction Ratio 1: 200	Registered: 28.11.2016	SP94414

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Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:40 of 47
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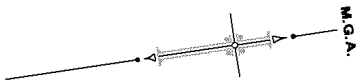
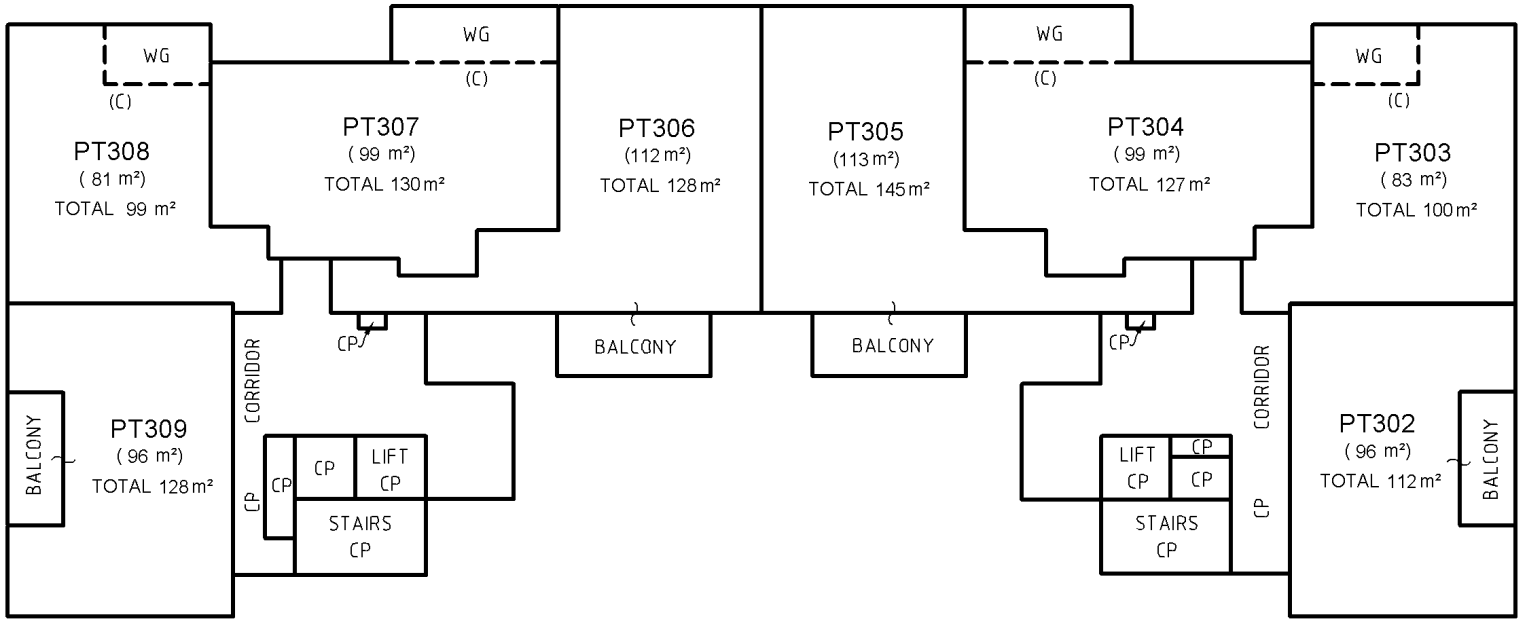


BUILDING D
LEVEL 08



NOTES:

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WG ~ WINTERGARDEN

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

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(C) THE WALL BETWEEN THE WINTER GARDEN AND THE LIVING SPACE FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY

Surveyor: ASHLEY PAUL JELLEY Surveyor Ref: 40858-43136SP Subdivision No: 17/SC77/16 Lengths are in metres. Reduction Ratio 1: 200	Registered: 28.11.2016	SP94414

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Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:41 of 47
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Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:42 of 47
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ePlan

STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 28.11.2016

Purpose: STRATA PLAN

Office Use Only

SP94414

PLAN OF SUBDIVISION OF LOT 306 IN DP1175644

LGA: PARRAMATTA

Locality: ERMINGTON

Parish: FIELD OF MARS

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) ~~*The Council of~~ .....,

*The Accredited Certifier: IAN BAKER

Accreditation number: BPB 0017,

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 29A *Strata Schemes (Freehold Development) Regulation 2012*,

*(b) ~~Section 66 or 66A *Strata Schemes (Leasehold Development) Act 1986* and clause 30A of the *Strata Schemes(Leasehold Development) Regulation 2012*,~~

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 the relevant development consent which is in force and allows the encroachment.

*(5) ~~This approval is given on the condition that lot(s) ^.....~~ are created as utility lots in accordance ~~with section 39 of the~~ *Strata Schemes (Freehold Development) Act 1973* or section 68 of the *Strata Schemes ~~(Leasehold Development) Act 1986.~~*

Date: 6 OCTOBER 2016

Subdivision number: 17/SC 77/16

Relevant Development Consent number: 17/CDC 33/16

Issued by: IAN BAKER

Signature: .....

~~Authorised Person/General Manager~~/Accredited Certifier

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 94414

66 River Road, Ermington NSW 2115

The adopted by-laws for the scheme are:

~~*^..... Model By-laws~~

~~* together with, Keeping of animals: Option *A/*B/*C~~

* By-laws in 24 sheets filed with plan.

* Strike through if inapplicable

^ Insert the type to be adopted (Schedules 2 - 7 *Strata Schemes Management Regulation 2010*)

Surveyor's Certificate (Approved Form 3)

I, ASHLEY PAUL JELLEY

of LTS LOCKLEY, LOCKED BAG 5 GORDON NSW 2072

a surveyor registered under the *Surveying and Spatial Information Act 2002*, hereby certify that:

(1) Each applicable requirement of

* Schedule 1A of the *Strata Schemes (Freehold Development) Act 1973* has been met

~~* Schedule 1A of the *Strata Schemes (Leasehold Development) Act 1986* 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 ^..... to permit the encroachment to remain.~~

*(3) The survey information recorded in the accompanying location plan is accurate.

Signature: .....

Date: 30/09/2016

* Strike through if inapplicable.

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

Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE: 40858-43136SP

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:43 of 47
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ePlan

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 28.11.2016

PLAN OF SUBDIVISION OF LOT 306 IN DP1175644

Office Use Only

SP94414

Subdivision Certificate number: 17/SC77/16

Date of endorsement: 6 OCTOBER 2016

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

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

SCHEDULE OF UNIT ENTITLEMENTS

LOT NO.	UE	LOT NO.	UE	LOT NO.	UE	LOT NO.	UE
1.	33	27.	30	53.	32	79.	34
2.	18	28.	23	54.	33	80.	34
3.	30	29.	28	55.	32	81.	33
4.	20	30.	21	56.	31	82.	34
5.	40	31.	29	57.	29	83.	32
6.	41	32.	29	58.	21	84.	31
7.	33	33.	24	59.	30	85.	29
8.	22	34.	28	60.	30	86.	21
9.	30	35.	22	61.	24	87.	30
10.	20	36.	31	62.	29	88.	30
11.	41	37.	34	63.	30	89.	24
12.	43	38.	34	64.	32	90.	29
13.	33	39.	31	65.	34	91.	31
14.	22	40.	34	66.	34	92.	33
15.	30	41.	33	67.	32	93.	37
16.	20	42.	30	68.	34	94.	37
17.	42	43.	28	69.	32	95.	35
18.	41	44.	21	70.	31	96.	37
19.	33	45.	30	71.	29	97.	33
20.	23	46.	30	72.	21	98.	31
21.	31	47.	24	73.	30	99.	29
22.	20	48.	28	74.	30	100.	32
23.	43	49.	30	75.	24	101.	33
24.	43	50.	32	76.	29	102.	33
25.	33	51.	34	77.	30	103.	32
26.	23	52.	34	78.	32	104.	29

Surveyor's Reference: 40858-43136SP

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:44 of 47
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STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 306 IN DP1175644

Office Use Only

SP94414

Office Use Only

Registered: 28.11.2016

Strata Certificate Details: Subdivision No: 17/SC77/16 Date: 6 OCTOBER 2016

SCHEDULE OF UNIT ENTITLEMENTS continued

LOT NO.	UE	LOT NO.	UE	LOT NO.	UE	LOT NO.	UE
105.	31	131.	34	157.	30	183.	37
106.	32	132.	34	158.	32	184.	29
107.	29	133.	32	159.	34	185.	31
108.	33	134.	34	160.	34	186.	34
109.	33	135.	31	161.	32	187.	37
110.	33	136.	30	162.	34	188.	37
111.	33	137.	28	163.	32	189.	35
112.	29	138.	36	164.	31	190.	37
113.	31	139.	30	165.	29	191.	33
114.	32	140.	30	166.	37	192.	31
115.	30	141.	36	167.	30	193.	29
116.	33	142.	28	168.	30	194.	32
117.	33	143.	30	169.	37	195.	33
118.	33	144.	32	170.	29	196.	33
119.	33	145.	34	171.	30	197.	32
120.	30	146.	34	172.	32	198.	29
121.	31	147.	32	173.	34	199.	31
122.	23	148.	34	174.	34	200.	32
123.	28	149.	32	175.	33	201.	29
124.	36	150.	31	176.	34	202.	33
125.	29	151.	29	177.	32	203.	33
126.	29	152.	36	178.	31	204.	33
127.	36	153.	30	179.	29	205.	33
128.	28	154.	30	180.	37	206.	29
129.	22	155.	34	181.	30	207.	31
130.	31	156.	29	182.	30	208.	32

SURVEYOR'S REFERENCE: 40858-43136SP

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:45 of 47
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ePlan

STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 306 IN DP1175644

Office Use Only

SP94414

Office Use Only

Registered: 28.11.2016

Strata Certificate Details: Subdivision No: 17/SC 77/16 Date: 6 OCTOBER 2016

SCHEDULE OF UNIT ENTITLEMENTS continued

LOT NO.	UE	LOT NO.	UE	LOT NO.	UE	LOT NO.	UE
209.	30	240.	34	271.	32	302.	32
210.	33	241.	32	272.	31	303.	30
211.	33	242.	34	273.	29	304.	33
212.	33	243.	32	274.	21	305.	33
213.	33	244.	31	275.	30	306.	33
214.	30	245.	29	276.	30	307.	33
215.	31	246.	21	277.	24	308.	30
216.	23	247.	30	278.	29	309.	31
217.	28	248.	30	279.	31	310.	24
218.	21	249.	24	280.	34	311.	21
219.	29	250.	29	281.	37	312.	24
220.	29	251.	30	282.	37	313.	21
221.	24	252.	32	283.	35	314.	24
222.	20	253.	34	284.	37	315.	21
223.	22	254.	34	285.	33	316.	24
224.	33	255.	32	286.	31	317.	21
225.	36	256.	34	287.	29	318.	24
226.	36	257.	32	288.	32	319.	21
227.	34	258.	31	289.	33	320.	24
228.	36	259.	29	290.	33	321.	21
229.	33	260.	21	291.	32	322.	24
230.	30	261.	30	292.	29	323.	21
231.	28	262.	30	293.	31	324.	24
232.	21	263.	24	294.	32	325.	21
233.	30	264.	29	295.	29	326.	24
234.	30	265.	30	296.	33	327.	21
235.	24	266.	32	297.	33	328.	24
236.	20	267.	34	298.	33	329.	21
237.	30	268.	34	299.	33		
238.	32	269.	33	300.	29		
239.	34	270.	34	301.	31		
						TOTAL	10000

SURVEYOR'S REFERENCE: 40858-43136SP

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:46 of 47
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ePlan

STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 306 IN DP1175644

Office Use Only

SP94414

Office Use Only

Registered: 28.11.2016

Strata Certificate Details: Subdivision No: 17/SCT7/16 Date: 6 OCTOBER 2016

EXECUTED by)
PAYCE AE2 – III PTY LTD)
ACN 161 536 152)
in accordance with Section 127)
of the Corporations Act)

Signature of Director

WILL MORGAN
NAME (please print)

Signature of Director/secretary

BRIAN BOND
NAME (please print)

SURVEYOR'S REFERENCE: 40858-43136SP

Req:R105948 /Doc:SP 0094414 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:47 of 47
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ePlan

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Office Use Only

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Registered: 28.11.2016

Strata Certificate Details: Subdivision No: 17/SC77/16 Date: 6 OCTOBER 2016

Executed by **Bank of Tokyo Mitsubishi UFJ Ltd ABN 75 103 418 882** by its attorney under power of attorney
book 4671
no 149

sign (attorney)
the attorney states that he or she has no notice of termination or suspension of the power

sign (witness)
the witness states that he or she is not a party and was present when the attorney signed

Tomoji Nakao

full name (attorney)

Rie VAARNELA

full name (witness)

Level 24 Gateway
1 Macquarie Place
Sydney NSW 2000

address (witness)

SURVEYOR'S REFERENCE: 40858-43136SP

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Approved Form 27

By-laws

SP94414

Instrument setting out the terms of by-laws to be created upon registration of the strata plan

Residential By-laws

Royal Shores - Sirius, Seamist, San Marco and Serenity

Req:R105950 /Doc:SP 0094414 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:2 of 24
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SP94414

Contents

By-laws **4**
1. Definitions and Interpretation 4
1.1 Definitions 4
1.2 Interpretation 5
1.3 Headings 6
1.4 Severability 6
1.5 Discretion in exercising rights 6
1.6 Partial exercise of rights 6
1.7 Remedies cumulative 6
2. Introduction 6
2.1 What are by-laws? 6
2.2 Who must comply with the by-laws? 6
3. Behaviour 7
3.1 Obligations of Owners and Occupiers 7
3.2 Complying with law 7
4. Responsibility for visitors 7
4.1 Owners and Occupiers obligations 7
4.2 Leasing Lots 7
5. Obligations of Owners and Occupiers for the Lot 8
5.1 General obligations 8
5.2 Owners Corporation Consent 8
5.3 Floor coverings 8
5.4 Windows 8
5.5 Laundry 9
6. Keeping Animals 9
6.2 Controlling animals 9
6.3 Conditions for keeping an animal 9
6.4 Responsibilities 10
7. Noise controls 10
7.1 Noise which affects neighbours 10
7.2 Equipment and machinery 10
8. Erecting a sign 10
8.1 Obligations 10
8.2 Developer Activities 10
9. Moving and delivering furniture and goods 10
9.1 Moving in 10
9.2 Obligations 11
9.3 Additional requirements for moving in or moving out 11
9.4 Building Manager may co-ordinate 11
10. Balconies 11
10.1 What can be kept on a Balcony? 11
10.2 Prohibitions on items on balconies 12
10.3 Removing items from a Balcony 12
10.4 Enclosing a Balcony 12
10.5 Portable items to be removed when Balcony not in use 12
10.6 Owner and Occupier responsibilities 12
10.7 Indemnity 12
11. Storing and operating a barbeque 12
11.1 Barbeques 12
11.2 Types of approved barbeques 13
11.3 Operating a barbeque 13
11.4 Winter Gardens 13

SP94414

12. Disposal of garbage 13
12.1 General requirements 13
12.2 Obligations 13
12.3 Garbage Chutes 14
12.4 Owners Corporation responsibility 14
13. Moving furniture and other objects on or through Common Property 14
14. Building Works 15
14.1 Consent 15
14.2 Procedures before carrying out Building Works 15
14.3 Procedures when carrying out Building Works 15
15. Use and Occupation 16
15.1 Use 16
15.2 Occupation 16
16. Building Manager 16
16.1 Appointment 16
16.2 Delegation 16
16.3 Duties 16
17. Special privilege for Air Conditioning Units 17
17.1 Special privilege rights 17
17.2 Obligations 17
18. Energy and water rated appliances 17
19. Damage to Common Property 17
19.1 Obligations 17
19.2 Owners Corporation consent 18
20. Insurance premiums 18
20.1 Consent from the Owners Corporation 18
20.2 Increased premiums 18
21. Security 18
21.1 Rights and obligations of the Owners Corporation 18
21.2 Installation of security equipment 18
21.3 Restricting access to Common Property 18
21.4 Obligations 19
22. Security Keys 19
22.1 Providing Owners and Occupiers 19
22.2 Number of Security Keys per Lot 19
22.3 Ownership 19
22.4 Managing the Security Key system 19
22.5 Obligations 19
22.6 Prohibitions 20
23. Restrictions 20
24. Maintenance of intercom handsets 20
25. Maintenance of balcony sliding doors and windows 20
26. Maintenance of bathrooms 21
27. Maintenance of NBN and telecommunication equipment 21
28. Consents 21
28.1 Who may give consent? 21
28.2 Conditions 21
28.3 Revocation 21
29. Failure to comply with by-laws 22
29.1 Owners Corporation step in rights 22
29.2 Procedures 22
30. Service of documents 22
30.1 Service by e-mail 22

SP94414

By-laws

1. Definitions and Interpretation

1.1 Definitions

Unless the contrary intention appears, in these by-laws:

Air Conditioning Unit means an air conditioning unit located within a Lot and which exclusively services a Lot and includes cables, conduits, pipes, wires, ducts and any other service that connects the air conditioning unit to the Lot or which are otherwise for the exclusive use of a Lot.

Balcony means a balcony, terrace, courtyard and/or winter garden in a Lot.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 16.

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

(a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;

(b) the structure of the Lot;

(c) the internal walls inside the Lot (e.g. a wall dividing 2 rooms in the Lot);

(d) Common Property services; or

(e) services in Royal Shores Sirius, Seamist, San Marco and Serenity, whether or not they are for the exclusive use of the Lot,

but exclude:

(f) minor fit out works inside a Lot;

(g) works or alterations to the interior of Common Property walls in a Lot; and

(h) works which an Owner is entitled to carry out under an Exclusive Use By-Law,

unless such works are likely to affect the operation of fire safety devices in the Lot or reduce the level of safety in the Lot or the Common Property.

Common Property means common property in Royal Shores Sirius, Seamist, San Marco and Serenity and personal property of the Owners Corporation.

Council means the City of Parramatta Council and its successors and assigns.

Developer means Payce AE2 - III Pty Limited and its successors and assigns.

Development Act means *Strata Schemes (Freehold Development) Act 1973* (NSW).

Executive Committee means the executive committee of the Owners Corporation.

SP94414

Exclusive Use By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Initial Period has the same meaning as it does in the Management Act.

Inter-Tenancy Wall means a Common Property wall between 2 Lots.

Lot means a strata lot in Royal Shores Sirius, Seamist, San Marco or Serenity.

Management Act means *Strata Schemes Management Act 1996* (NSW).

Occupier means the occupier, lessee, licensee or any person in lawful occupation of a Lot or any part of a Lot.

Owner means:

(a) the owner for the time being of a Lot;

(b) if a Lot is subdivided, the owners for the time being of the new Lots;

(c) for an Exclusive Use By-Law, the owner of the Lot benefiting from the by-law; and

(d) a mortgagee in possession of a Lot.

Owners Corporation means The Owners of the Strata Plan.

Restricted Dog is as defined in the *Companion Animals Act 1998* (NSW).

Royal Shores Sirius, Seamist, San Marco and Serenity means the strata scheme created by the Strata Plan.

Security Keys means a key, magnetic card, fob or other device used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Storage Space means a Common Property storage space and includes the floor, ceiling and wire mesh walls around a Storage Space.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Plan means the strata plan registered with these by laws.

1.2 Interpretation

Unless a contrary intention appears, a reference in the by-laws to:

(a) words that are not defined in these by-laws have the same meaning as they do in the Management Act;

(b) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;

(c) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency;

(d) a particular person includes a reference to the person's executors, administrators, successors, substitutes and assigns;

(e) the singular includes the plural and vice versa; and

(f) the words "include" or "including" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings are for convenience only and do not affect the interpretation of the by-laws.

1.4 Severability

A provision of the by-laws that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability. This does not affect the validity or enforceability of the provision in the by-laws in any other jurisdiction. This does not affect the validity or enforceability of the provision in any other jurisdiction or the validity or enforceability of the remaining by-laws in any jurisdiction.

1.5 Discretion in exercising rights

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless these by-laws expressly state otherwise).

1.6 Partial exercise of rights

If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

1.7 Remedies cumulative

The rights and remedies provided in these by-laws are in addition to other rights and remedies given by law independently of these by-laws.

2. Introduction

2.1 What are by-laws?

The by-laws regulate the day-to-day management and operation of Royal Shores Sirius, Seamist, San Marco and Serenity.

2.2 Who must comply with the by-laws?

Owners and Occupiers and the Owners Corporation must comply with these by-laws.

SP94414

3. Behaviour

3.1 Obligations of Owners and Occupiers

Owners and Occupiers must not:

(a) make noise, vibration or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;

(b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;

(c) smoke cigarettes, cigars or pipes while on Common Property or allow smoke from them to enter Common Property;

(d) obstruct the use of Common Property by any person;

(e) do anything in Royal Shores Sirius, Seamist, San Marco or Serenity which is illegal;

(f) leave children unattended in or on areas of Common Property which are of possible danger or hazard to children; or

(g) do anything which might damage the good reputation of the Owners Corporation or Royal Shores Sirius, Seamist, San Marco and Serenity.

3.2 Complying with law

Owners and Occupiers must comply on time and at their cost with all laws relating to:

(a) their Lot; and

(b) Common Property to which they have a licence, lease or a right to use under an Exclusive Use By-Law.

4. Responsibility for visitors

4.1 Owners and Occupiers obligations

Owners and Occupiers must:

(a) take all reasonable steps to ensure that the Owner's and the Occupier's visitors comply with these by-laws;

(b) ensure that visitors leave Royal Shores Sirius, Seamist, San Marco and Serenity if they do not comply with the by-laws; and

(c) accompany visitors at all times, except when they are entering or leaving Royal Shores Sirius, Seamist, San Marco and Serenity or Royal Shores.

4.2 Leasing Lots

If an Owner leases or licences its Lot, the Owner must:

(a) provide its tenant or licensee with an up-to-date copy of these by-laws; and

(b) ensure that the Owner's tenant or licensee and their visitors comply with these by-laws.

SP94414

5. Obligations of Owners and Occupiers for the Lot

5.1 General obligations

Each Owner and Occupier must, in relation to the Lot which they own or occupy:

(a) keep the Lot clean and tidy and in good repair and condition;

(b) properly maintain, repair and, where necessary, replace an installation or alteration made under these by-laws which services the Lot; and

(c) notify the Owners Corporation if it changes the existing use of the Lot in a way which may affect the Owners Corporation's insurance policies or premiums.

5.2 Owners Corporation Consent

Each Owner and Occupier must have consent from the Owners Corporation to:

(a) carry out Building Works;

(b) do or keep anything in or on a Lot that is not in keeping with the appearance of Royal Shores Sirius, Seamist, San Marco and Serenity;

(c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in a Lot if they are visible from outside of the Lot or Royal Shores Sirius, Seamist, San Marco and Serenity;

(d) install an audible intruder alarm;

(e) do anything that may invalidate, suspend or increase the premium payment for any insurances effected by the Owners Corporation; and

(f) attach or hang an aerial or wires outside a Lot.

5.3 Floor coverings

(a) Each Owner and Occupier must keep the floors in their Lot covered or treated to stop the transmission of noise which unreasonably disturbs other Owners or Occupiers.

(b) If an Owner wants to change the floor covering or treatment within their Lot other than the floor covering or treatment existing as at the date of registration of the Royal Shores Sirius, Seamist, San Marco and Serenity strata plan the impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and will comply with the requirements of the Building Code of Australia.

(c) Each Owner must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in their Lot which assist to prevent the transmission of noise.

5.4 Windows

(a) Each Owner must obtain consent from the Owners Corporation to:

(1) attach window tinting (or any other item); and

(2) install curtains, roller blinds or venetian blinds (or any other type of window covering),

to windows and glass doors in the Owner's Lot.

(b) Each Owner may install curtains, roller blinds or venetian blinds on or in their Lot provided that the window coverings have an appearance from outside the Lot or Royal Shores Sirius, Seamist, San Marco and Serenity which is in keeping with the appearance of Royal Shores Sirius, Seamist, San Marco and Serenity.

5.5 Laundry

Owners and Occupiers must not hang laundry (or any other item) in any area of their Lot so that it is visible from outside the Lot.

6. Keeping Animals

(a) Owners and Occupiers may keep in their Lot, without obtaining the consent of or notifying the Owners Corporation:

(1) fish in a secure indoor aquarium; or

(2) a guide dog or hearing dog or other animal if they need the dog or other animal because of a visual disability, hearing disability or any other disability.

(b) Owners and Occupiers may keep up to a total maximum of 2 of the following types of animals in their Lot:

(1) small companion dogs (other than Excluded Dogs which are expressly prohibited);

(2) cats;

(3) small caged birds,

but only if the Owner or Occupier notifies the Owners Corporation in writing before bringing the animals in or on to the Lot.

(c) Owners and Occupiers may not keep any other type of animal in the Owner's or Occupier's Lot without the written consent of the Owners Corporation (such consent not to be unreasonably withheld).

6.2 Controlling animals

Owners and Occupiers must ensure that:

(a) any animal they are allowed to keep under this by-law does not wander onto another Lot or Common Property; and

(b) when taking any animal onto Common Property, they must carry it and control it at all times.

6.3 Conditions for keeping an animal

The Owners Corporation has the right at any time to order an Owner or Occupier to remove its animal if:

(a) it becomes offensive, vicious, aggressive, noisy or a nuisance;

(b) the Owner or Occupier does not comply with its obligations under this by-law; or

(c) if the Owner or Occupier keeps a dog, the dog is a Restricted Dog or is not registered under the *Companion Animals Act 1998* (NSW).

6.4 Responsibilities

Owners and Occupiers are responsible:

(a) to other Owners and Occupiers and people using Common Property for:

(1) any noise their animal makes which causes unreasonable disturbance; and

(2) damage to or loss of property or injury to any person caused by their animal; and

(b) to clean up after their animal and take such action as may be necessary to clean all areas of their Lot and Common Property that are soiled by the animal.

7. Noise controls

7.1 Noise which affects neighbours

Owners and Occupiers must not make noise which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

7.2 Equipment and machinery

Owners and Occupiers must ensure that equipment and machinery in their Lot or Common Property does not cause vibrations or noise in another part of Royal Shores Sirius, Seamist, San Marco and Serenity which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

8. Erecting a sign

8.1 Obligations

Owners and Occupiers must not erect a sign in their Lot or on Common Property.

8.2 Developer Activities

The Developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" signs on Common Property or in Lot which is owned by the Developer.

9. Moving and delivering furniture and goods

9.1 Moving in

Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of Royal Shores Sirius, Seamist, San Marco and Serenity or move large articles (e.g. furniture) through Common Property.

SP94414

9.2 Obligations

When an Owner or Occupier takes deliveries or moves furniture or goods through Royal Shores Sirius, Seamist, San Marco and Serenity, they must:

(a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;

(b) repair any damage they (or the person making the delivery) cause to Common Property; and

(c) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

9.3 Additional requirements for moving in or moving out

The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of Royal Shores Sirius, Seamist, San Marco and Serenity:

(a) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;

(b) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;

(c) Owners or Occupiers may be prohibited from moving items through the front foyer of Royal Shores Sirius, Seamist, San Marco and Serenity and/or restricted to using a loading dock nominated by the Owners Corporation; and

(d) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

9.4 Building Manager may co-ordinate

The Owners Corporation may appoint the Strata Manager or the Building Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:

(a) make arrangements with the Strata Manager or the Building Manager when they move in or out of Royal Shores Sirius, Seamist, San Marco and Serenity; and

(b) comply with the requirements of the Strata Manager or the Building Manager when they take deliveries or move furniture or goods through Royal Shores Sirius, Seamist, San Marco and Serenity.

10. Balconies

10.1 What can be kept on a Balcony?

An Owner or Occupier may keep pot plants, landscaping, and occasional furniture on the Balcony of their Lot if:

(a) it is a type approved by the Owners Corporation;

(b) it is of a standard commensurate with the standard of Royal Shores Sirius, Seamist, San Marco and Serenity;

(c) it will not (or is not likely to) cause damage;

(d) it is not (or is not likely to become) dangerous; and

(e) it is not likely to be blown off or fall from the Balcony.

10.2 Prohibitions on items on balconies

Owners and Occupiers must not keep any fitness equipment, spa, jacuzzi, hot tub, sauna, pool or bath tub or like equipment on the Balcony of their Lot.

10.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require Owners and Occupiers, at their cost, to temporarily remove and store items from the Balcony of their Lot that are not Common Property.

10.4 Enclosing a Balcony

Owners and Occupiers must not enclose their Balconies.

10.5 Portable items to be removed when Balcony not in use

Owners and Occupiers must remove from their Balcony all portable items, including but not limited to towels, clothes, toys, utensils, glassware, cutlery and crockery when the Balcony is not in use.

10.6 Owner and Occupier responsibilities

Each Owner and Occupier is responsible for any damage or loss which is caused or contributed to by any item falling from, or being thrown from, or blowing off their Balcony.

10.7 Indemnity

Each Owner and Occupier agrees to indemnify the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 10, unless it is caused by the negligence of the Owners Corporation, including but not limited to:

(a) damage to a Lot or to Common Property;

(b) damage or injury to any person.

11. Storing and operating a barbeque

11.1 Barbeques

Owners and Occupiers may store and operate a portable barbeque on the Balcony of their Lot if:

(a) it is a type approved under by-law 11.2;

(b) it will not (or is not likely to) cause damage;

(c) it is not (or is not likely to become) dangerous;

(d) it is kept covered when not in operation;

(e) it is kept clean and tidy; and

(f) they comply with this by-law.

11.2 Types of approved barbeques

Owners and Occupiers may store and operate the following types of barbeques on the Balcony of their Lot:

(a) a covered gas or electric portable barbeque; or

(b) any other type approved by the Owners Corporation.

11.3 Operating a barbeque

(a) Owners and Occupiers may only operate barbeques during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).

(b) When Owners and Occupiers use a barbeque, they must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

11.4 Winter Gardens

Despite any other condition of this by-law 11 Owners and Occupiers of Lots that include a winter garden must not operate a barbeque from the winter garden unless both the:

(a) sliding door between the lounge and winter garden is closed; and

(b) bi-fold shutters of the winter garden are open.

12. Disposal of garbage

12.1 General requirements

Owners and Occupiers must not deposit or leave garbage or recyclable materials:

(a) on Common Property (other than in the garbage room or a garbage chute according to this by-law); or

(b) in an area of their Lot which is visible from outside the Lot.

12.2 Obligations

Owners and Occupiers must:

(a) drain and securely wrap household garbage and put it in the garbage chute on their level of the building;

(b) leave other garbage and recyclable materials in the area in the garbage room designated by the Owners Corporation for that purpose;

(c) drain and clean bottles and make sure they are not broken before placing them in the area in the Garbage Room designated by the Owners Corporation for that purpose;

(d) recycle garbage according to instructions from the Owners Corporation and Council; and

(e) contact the Owners Corporation to remove (at the Owner's or Occupier's cost) large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

12.3 Garbage Chutes

Owners and Occupiers must not place:

(a) bottles or glass;

(b) liquids;

(c) items that weigh more than 2.5 kilograms; or

(d) boxes or large items

in a garbage chute.

12.4 Owners Corporation responsibility

The Owners Corporation must:

(a) make garbage and recyclable materials available for collection by Council (including moving garbage and recyclable materials to a central collection area); and

(b) arrange for the removal of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).

13. Moving furniture and other objects on or through Common Property

(a) An Owner or Occupier must not transport any furniture, large objects or deliveries to or from the Lot through or over Common Property within Royal Shores Sirius, Seamist, San Marco and Serenity unless sufficient notice has first been given to the Building Manager so as to enable the Building Manager to arrange for its nominee to be present at the time when the Owner or Occupier undertakes the activity referred to in this by-law.

(b) The Owners Corporation may, by resolution, determine the manner in which furniture, large objects or deliveries to and from the Lot are to be transported through or over the Common Property (whether in Royal Shores Sirius, Seamist, San Marco and Serenity or not) and may impose appropriate conditions on such activities, including but not limited to the use of protective covers for surfaces forming part of the Common Property, prohibitions on the use of trolleys or other moving devices having metal wheels and insurance requirements.

(c) If the Owners Corporation has determined, by resolution in accordance with by-law 13(b), the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier must not transport any furniture, large object or deliveries to and from the Lot through or over Common Property except in accordance with that resolution. The Building Manager may inspect any

parts of the Common Property and may direct any Owner or Occupier in writing to rectify any damage caused by the transportation of furniture, large objects or deliveries by that Owner or Occupier.

(d) An Owner or Occupier must not make any deliveries on the Common Property unless a prior appointment has been made with the Building Manager. The Owners Corporation may, from time to time, make rules and impose conditions in relation to the use of the Common Property, including in relation to the maximum height and weight of vehicles and the hours in which access is permitted.

(e) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Royal Shores Sirius, Seamist, San Marco and Serenity:

(1) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;

(2) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;

(3) Owners or Occupiers may be prohibited from moving items through any front foyer of the Royal Shores Sirius, Seamist, San Marco and Serenity and/or restricted to using a loading dock nominated by the Owners Corporation; and

(4) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

14. Building Works

14.1 Consent

An Owner or Occupier must have consent from the Owners Corporation to carry out Building Works.

14.2 Procedures before carrying out Building Works

Before carrying out Building Works, Owners and Occupiers must:

(a) obtain necessary consents from the Owners Corporation and Government Agencies;

(b) find out where service lines and pipes are located;

(c) obtain consent from the Owners Corporation if it propose to interfere with or interrupt services; and

(d) give the Owners Corporation a written notice at least 14 days before starting the Building Works.

14.3 Procedures when carrying out Building Works

Owners and Occupiers carrying out Building Works, must:

(a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;

(b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and

(c) repair any damage caused to Common Property or the property of another Owner or Occupier.

15. Use and Occupation

15.1 Use

Owners and Occupiers must ensure that their Lot is not used for any purpose that is prohibited by law.

15.2 Occupation

Owners and Occupiers must ensure that the total number of adults residing in their Lot does not exceed twice the number of approved bedrooms in the Lot.

16. Building Manager

16.1 Appointment

The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for Royal Shores Sirius, Seamist, San Marco and Serenity.

16.2 Delegation

The Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Building Manager.

16.3 Duties

The duties of a Building Manager under an agreement with the Owners Corporation may include:

(a) caretaking, supervising and servicing Common Property;

(b) supervising cleaning and garbage removal services;

(c) supervising the repair, maintenance, renewal or replacement of Common Property;

(d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;

(e) co-ordinating the carrying out of Building Works;

(f) managing the Security Keys and providing Security Keys according to these by-laws;

(g) providing services to the Owners Corporation, Owners and Occupiers;

(h) supervising employees and contractors of the Owners Corporation;

(i) supervising Royal Shores Sirius, Seamist, San Marco and Serenity generally; and

SP94414

(j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Royal Shores Sirius, Seamist, San Marco and Serenity

17. Special privilege for Air Conditioning Units

17.1 Special privilege rights

(a) The Owners and Occupies must not keep any Air Conditioning Unit on the balcony of their Lot.

(b) [Owners have the special privilege to keep an Air Conditioning Unit (of a type and size approved by the Owners Corporation) on that part of Common Property required.

(c) The special privilege is granted in relation to that part of Common Property required for the installation and keeping of the Air Conditioning Unit.

17.2 Obligations

Owners must, at their cost:

(a) operate, maintain and repair their Air Conditioning Unit in accordance with manufacturer's specifications;

(b) maintain, repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed (excluding any structural maintenance and repairs);

(c) fire proof any penetration of the Common Property walls or slabs to meet the Australian fire standards required for the building in Royal Shores Sirius, Seamist, San Marco and Serenity;

(d) use contractors approved by the Owners Corporation to maintain repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed; and

(e) comply with requirements of Government Agencies about Air Conditioning services.

18. Energy and water rated appliances

All appliances installed in a Lot must be energy rated appliances with an energy star rating of 2 stars or more.

19. Damage to Common Property

19.1 Obligations

Owners and Occupiers must:

(a) use Common Property equipment only for its intended purpose;

(b) immediately notify the Owners Corporation if they know about damage to or a defect in Common Property; and

(c) compensate the Owners Corporation for any damage to Common Property caused by them, their visitors or persons doing work or carrying out Building Works in Royal Shores Sirius, Seamist, San Marco and Serenity on their behalf.

19.2 Owners Corporation consent

Owners and Occupiers must have consent from the Owners Corporation to:

(a) interfere with or make any alteration to Common Property;

(b) remove anything from Common Property that belongs to the Owners Corporation; or

(c) interfere with the operation of Common Property equipment.

20. Insurance premiums

20.1 Consent from the Owners Corporation

An Owner or Occupier must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

20.2 Increased premiums

If the Owners Corporation gives consent under this by-law, it may make conditions that require the Owners or Occupier to reimburse the Owners Corporation for any increased premium.

21. Security

21.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

(a) stop intruders coming into Royal Shores Sirius, Seamist, San Marco and Serenity; and

(b) prevent fires and other hazards.

21.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Royal Shores Sirius, Seamist, San Marco and Serenity.

21.3 Restricting access to Common Property

The Owners Corporation has the power to:

(a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;

(b) restrict by Security Key access to levels in Royal Shores Sirius, Seamist, San Marco and Serenity where and Owner or Occupier does not own or occupy a Lot or have access to according to an Exclusive Use By-Law; and

(c) allow security personnel to use part of Common Property to operate or monitor security of Royal Shores Sirius, Seamist, San Marco and Serenity.

21.4 Obligations

An Owner or Occupier must not:

(a) interfere with security cameras or surveillance equipment; or

(b) do anything that might prejudice the security or safety of Royal Shores Sirius, Seamist, San Marco and Serenity.

22. Security Keys

22.1 Providing Owners and Occupiers

The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 21.3.

22.2 Number of Security Keys per Lot

(a) With the exception of keys used to open and close the front doors of Lots, the Owners Corporation may determine how many Security Keys are allocated to each Lot and may determine how many Security Keys are active at any one time by reference to how many bedrooms a Lot has.

(b) The Owners Corporation may determine how many Security Keys per Lot will be coded to give access to the Royal Shores Sirius, Seamist, San Marco and Serenity carpark. This will be determined by reference to how many carspaces each Lot has.

(c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

22.3 Ownership

Security Keys belong to the Owners Corporation.

22.4 Managing the Security Key system

The Owners Corporation has the power to:

(a) re-code Security Keys;

(b) require an Owner or Occupier to promptly return their Security Keys to the Owners Corporation to be re-coded; and

(c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

22.5 Obligations

Owners and Occupiers must:

(a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys;

(b) take all reasonable steps not to lose Security Keys;

(c) return Security Keys to the Owners Corporation if they are not needed or if they are no longer an Owner or Occupier; and

(d) notify the Owners Corporation immediately if they lose a Security Key.

22.6 Prohibitions

An Owner Occupier must not:

(a) copy a Security Key; or

(b) give a Security Key to someone who is not an Owner or Occupier.

23. Restrictions

(a) No more than 2 adult people may occupy any bedroom of a Lot and no bedroom of a Lot can contain more than 2 beds.

(b) The total number of adults residing in a Lot must not exceed twice the number of approved bedrooms in a Lot.

(c) If a Lot is tenanted, it must be subject to a residential tenancy agreement for a term of at least 3 months.

(d) An Owner, Occupier or the Owners Corporation must not permit the Building Manger or agent to advertise or organise for short term accommodation or share accommodation in Royal Shores Sirius, Seamist, San Marco and Serenity.

(e) The Owner and Occupier of a Lot must ensure that the Lot is not:

(1) occupied by more persons than are allowed under these by-laws or by a Consent Authority to occupy the Lot; or

(2) used for any purpose that is prohibited by law.

24. Maintenance of intercom handsets

(a) An Owner or Occupier must properly maintain the handsets, unit, monitor (if any) and ancillary fittings of the intercom system servicing the Lot that are within the Lot, in a state of good and serviceable repair.

(b) For the avoidance of doubt the Owner has the special privilege and exclusive use over the handsets, unit, monitor (if any) and ancillary fittings of the intercom system servicing the Lot that are within the Lot.

25. Maintenance of balcony sliding doors and windows

(a) An Owner must clean, maintain, repair and, if necessary replace (in keeping with the appearance of the Building) all locks, wheels and the tracking devices of all sliding doors and windows on the balcony or within the boundary of their Lot.

(b) For the avoidance of doubt the Owner has the special privilege and exclusive use of all locks, wheels and the tracking devices of all sliding doors and windows on the balcony or on the boundary of their Lot.

SP94414

26. Maintenance of bathrooms

(a) Without affecting the operation of By-Law 26 and notwithstanding section 62 of the Act, so as to prevent any damage or disturbance to the Owner or Occupier of another Lot or the common property, the Owner must maintain the tiles, bathtubs, shower trays, taps and other fittings in any bathroom (including the grouting, waterproofing and any other sealant around them) in a state of good and serviceable repair and appearance, and must renew or replace them as and when required.

(b) For the avoidance of doubt the Owner has the special privilege and exclusive use of all tiles, bathtubs, shower trays, taps and other fittings in any bathroom (including the grouting, waterproofing and any other sealant around them).

27. Maintenance of NBN and telecommunication equipment

(a) An Owner or Occupier must ensure that any equipment, casing and infrastructure within a Lot comprising telecommunication or internet equipment servicing the Lot (**NBN Equipment**) is kept in a state of good and serviceable repair.

(b) Owners and Occupiers must ensure that the NBN Equipment within their lot remains uncovered and properly ventilated.

(c) For the avoidance of doubt, the Owner has the special privilege and exclusive use over the NBN Equipment within their Lot to the extent that the NBN Equipment is common property.

28. Consents

28.1 Who may give consent?

Unless a by-law states otherwise, consents under these by-laws may be given by:

(a) the Owners Corporation at a general meeting; or

(b) the Executive Committee at a meeting of the Executive Committee.

28.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give a consent to do things under the by-laws.

28.3 Revocation

The Owners Corporation or the Executive Committee may revoke their consent if an Owner or Occupier does not comply with:

(a) conditions made by them when they gave the consent; or

(b) the by-law under which the consent was given.

SP94414

29. Failure to comply with by-laws

29.1 Owners Corporation step in rights

The Owners Corporation may do anything on a Lot that the Owner or Occupier should have done under the Management Act or these by-laws but which they have not done or, in the opinion of the Owners Corporation, have not done properly.

29.2 Procedures

The Owners Corporation must give the Owner or Occupier a written notice specifying when it will enter the Lot to do the work and the Owner or Occupier must:

(a) give the Owners Corporation (or persons authorised by it) access to the Lot in accordance with the notice and at the Owner's or Occupier's cost; and

(b) pay the Owners Corporation for its costs for doing the work.

30. Service of documents

30.1 Service by e-mail

A document may be served on the Owner or Occupier of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to the e-mail address.

Req:R105950 /Doc:SP 0094414 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:14-Dec-2020 16:06 /Seq:23 of 24
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

SP94414

Signing page

Registered Proprietor

Executed by **Payce AE2 - III Pty Ltd**
ACN 161 536 152 in accordance with
Section 127 of the *Corporations Act 2001*

Signature of director

WILL MORGAN

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

BRIAN BOYD

Name of director/company secretary (print)

SP94414

Signing page

Mortgagee

Certified correct for the purposes of the *Real Property Act 1900* by the Mortgagee
Signed by Tomoji Nakao
as attorney for under power of attorney
Book No. 4471 /149

Signature

By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.

Rie VAARNELA
Signature of Witness
Level 24 Gateway
1 Macquarie Place Sydney NSW 2000
Address of Witness

S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

REGISTERED 28.11.2016

Req:R113482 /Doc:DL K716268 /Rev:16-Apr-1997 /Sts:OA.OK /Prt:01-Sep-2014 10:02 /Pgs:ALL /Seq:1 of 4
Ref:Colin Biggers & Paisley /Src:P

No. K 716268 '67 JUN 26 AM 10 : 33

Fees:—
Lodgment
Endorsement

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

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

(Trusts must not be disclosed in the transfer.)

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

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

I, THE HOUSING COMMISSION OF NEW SOUTH WALES the body corporate constituted by the Housing Act, 1912-1955 and the Housing Act, 1941-1955

(herein called transferor)

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One dollar ($1.00)

(the receipt whereof is hereby acknowledged) paid to it by

THE COMMONWEALTH OF AUSTRALIA

doth ~~do~~ hereby transfer/to and grant

THE COMMONWEALTH OF AUSTRALIA

(herein called transferee)

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

Out of

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

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

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

County	Parish	Reference to Title			Description of Lands (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	FIELD OF MARS	PART	6441	238	That part of DP. 233006 shown as ~~"site of proposed easement for water supply that part of Lot 4 in DP. 30566 shown on the plan endorsed hereto and marked A"~~ "Site of Proposed Easement for Water Supply 5' wide" hereinafter called or referred to as "the servient tenement,"

9774—65

86171—W 11.61 K 1168—2 v. c. p. [illegible] PRINTING

~~And the transferee covenant(s) with the transferor~~ .

FULL AND FREE RIGHT AND LIBERTY as appurtenant to the land comprised in Certificate of Title Volume 9774 Folio 65 for the transferee and its assigns and all other persons authorised by it or them at all times to use the line of pipes at present constructed installed or laid in under and through the servient tenement (and below the surface thereof) for the purpose of the passage and conveyance of water AND ALSO for the purpose aforesaid to construct install lay use and maintain in under and through the servient tenement (but below the surface thereof) any pipes in substitution for or in duplication of or in addition to the said line of pipes and all necessary fittings and appliances in connection therewith AND ALSO from time to time to inspect the condition of and amend repair and cleanse the said line of pipes fittings and appliances and the pipes fittings and appliances hereinbefore referred to AND for any of the purposes aforesaid at all times to enter upon go return pass and repass through along and over the servient tenement with or without surveyors servants workmen or other persons horses machinery and implements and other vehicles and to make all necessary excavations in or under the servient tenement PROVIDED ALWAYS AND the transferee DOTH HEREBY covenant with the transferor that the transferee will at all times at its own expense keep the said line of pipes fittings and appliances in a good and efficient state of repair AND that the transferee will execute all its works under these presents at reasonable times and with reasonable despatch and in a proper and workmanlike manner to the satisfaction of the transferor and will as far as may be practicable having regard to the rights hereby granted restore the servient tenement and any adjoining land of the transferor to its former condition as soon as conveniently may be after the execution of any such works and shall at the option of the transferor make good or bear the reasonable cost incurred by the transferor or by any lessee tenant or licensee of the transferor in making good any works or property of the transferor or any property of any such lessee tenant or licensee that may be interfered with in the execution of any works by the transferee AND THAT the transferee will not in the execution of any works by the transferee cause any unnecessary damage or injury to or unnecessarily impede the free and uninterrupted use by the Transferor its lessees tenants and licensees of any works or property of the transferor or of such lessees tenants and licensees PROVIDED ALWAYS that before doing any act or thing in the exercise of any rights powers or authorities hereby granted and during the progress thereof the transferee shall do everything reasonably necessary to obviate risk of injury and damage to persons and property on the servient tenement or any adjoining land the property of the transferor.

* Strike out if unnecessary, or suitably adjust,

(i) if any easements are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

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

~~Easement for Electric Transmission Line 16ft. Wide in favour of The Sydney County Council No.~~

e A very short note will suffice.

K 1145—2

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

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

Execution may be proved where the parties are resident:—

(a) *in any part of the British dominions outside the State of New South Wales* by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) *in the United Kingdom* by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) *in any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

g Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

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

Signed at Sydney the Nineteenth day of October 1966.

'Signed in my presence by the transferor WHO IS PERSONALLY KNOWN TO ME

S.P.

Transferor.

for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, Deputy Crown Solicitor's Office, New South Wales, in the presence of

An Officer of the Attorney General's Department.

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

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19

Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.[h]

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

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

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

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

R 1165—2

Req:R113482 /Doc:DL K716268 /Rev:16-Apr-1997 /Sts:OA.OK /Prt:01-Sep-2014 10:02 /Pgs:ALL /Seq:4 of 4
Ref:Colin Biggers & Paisley /Src:P

No. K 716268

Lodged by Commonwealth Bank SOC
Address 119 Phillip Street
Phone No. Sydney 20224

PARTIAL DISCHARGE OF MORTGAGE

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

I,

mortgagee under Mortgage No.

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

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

Dated at *this* *day of* 19

Signed in my presence by

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

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

Received Docs.
Nos.
Receiving Clerk

FOR SPACES FOR DEPARTMENTAL USE

Indexed

MEMORANDUM OF TRANSFER
Grant of Easement for Water Supply
M.P.D.

Checked by GE, CS

Particulars entered in Register Book
28. 1. 1967
at 10 A.M.

Passed (in S.D.B.) by 31/1/67

Signed by

Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		

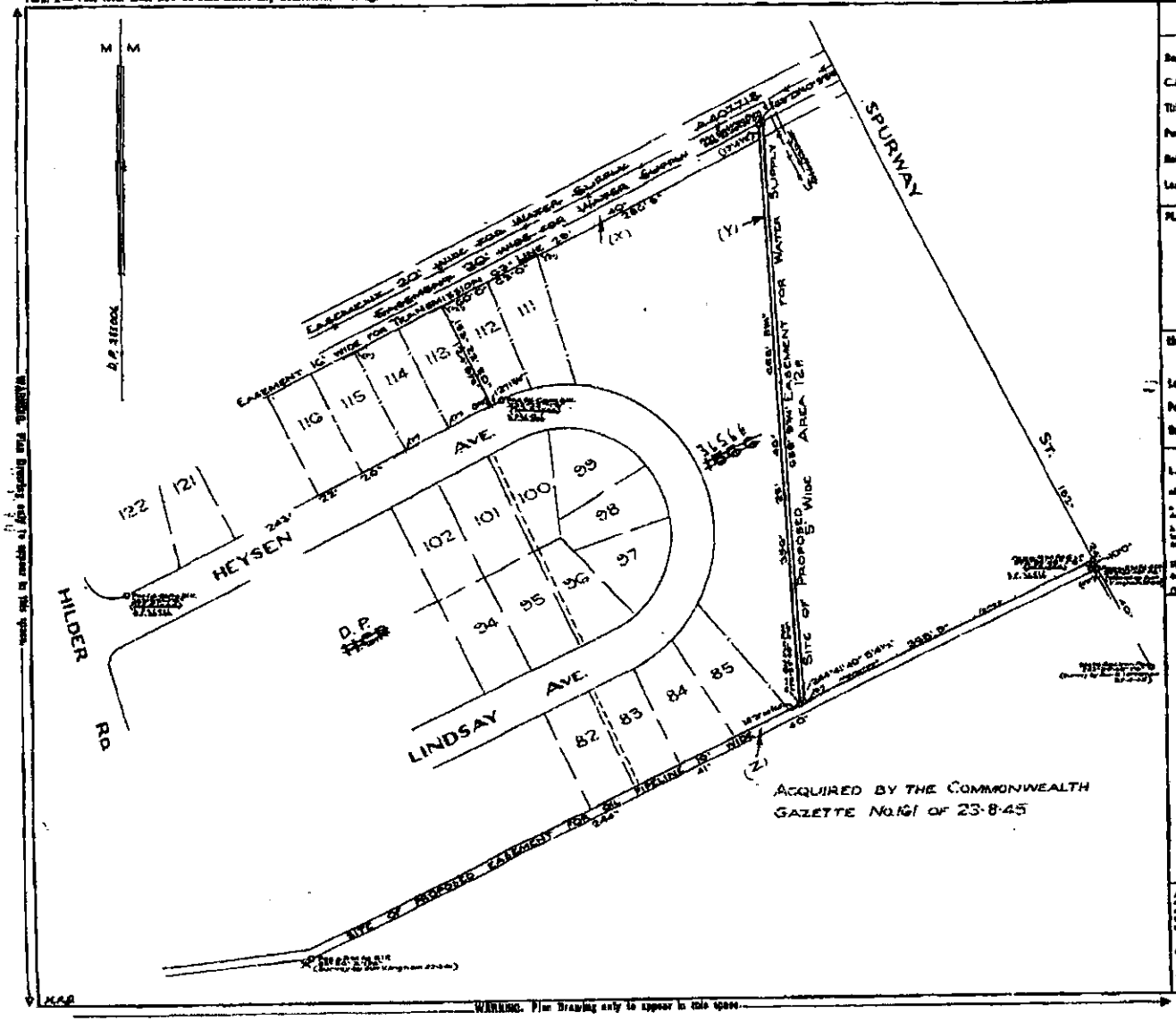
VOL. FOL.

EXTRA FEES

K1146-2

Form 2 — This form must NOT be used where any Dedication, Drainage Reserve or Public Garden and Recreation Space is provided. — See Form 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

DP233006



D.P. 233006

Registered: 10-5-1977

C.A.:

Title System: Torrens

Purpose: Easement

Ref. Map: Ermington - Rydalmere Sh

Last Plan: D.P. 21556

PLAN OF

SITE OF PROPOSED EASEMENT FOR WATER SUPPLY WITHIN LAND COMPRISED IN C.T. VOL. 6441 FOL. 238.

Scale: 60 FEET to an inch

County/Shire

City: PARRAMATTA

Locality: RYDALMERE

Parish: FIELD OF MARS

County: CUMBERLAND

I, George Frederick Moor, a Dept. of The Interior Surveyor

Statement of Proposed Easements

Subdivision No. Date

Guard Clut

Dept. of The Interior

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 233006

FEET	INCHES	METRES
-	0 1/2	0.013
-	1	0.025
-	2	0.051
-	3 1/2	0.089
-	6	0.152
1	3 1/4	0.387
1	6	0.457
4	-	1.219
5	-	1.524
5	5 1/8	1.654
10	-	3.048
12	11 5/8	3.953
14	3	4.343
17	4 1/2	5.296
60	-	18.288
65	-	19.202
124	9 1/8	38.027
200	-	60.960
286	9	87.401
368	9	112.395
658	8 1/4	200.768
658	9 3/4	200.804

AMENDMENTS OR ADDITIONS MADE ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Grace Richard Gordon, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 26th day of June, 1977

Req:R113701 /Doc:DP 0233006 P /Rev:17-Sep-1992 /Sts:OK.OK /Prt:01-Sep-2014 10:15 /Pgs:ALL /Seq:1 of 1
Ref:Colin Biggers & Paisley /Scl:P

PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURE AND SEALS ONLY.

SIGNED FOR AND BEHALF OF THE COMMONWEALTH OF AUSTRALIA BY ITS DULY AUTHORISED OFFICER:

NAME: (CAPITAL LETTERS)

POSITION No: 115410

IN THE PRESENCE OF:

SIGNATURE OF WITNESS:

NAME OF WITNESS: DAVID FRANCH

This plan is exempt from a subdivision certificate under Section 195C(2) of the Conveyancing Act

Department Of Lands Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the location of the land and Assessment Act 1979 have been satisfied in relation to the proposed ..... set out herein

*(insert 'subdivision' or 'new road')

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed ..... set out herein

*(insert 'subdivision' or 'new road')

*Authorised Person/General Manager/Accredited Certifier

Council Authority: .....

Date of endorsement: .....

Accreditation no. .....

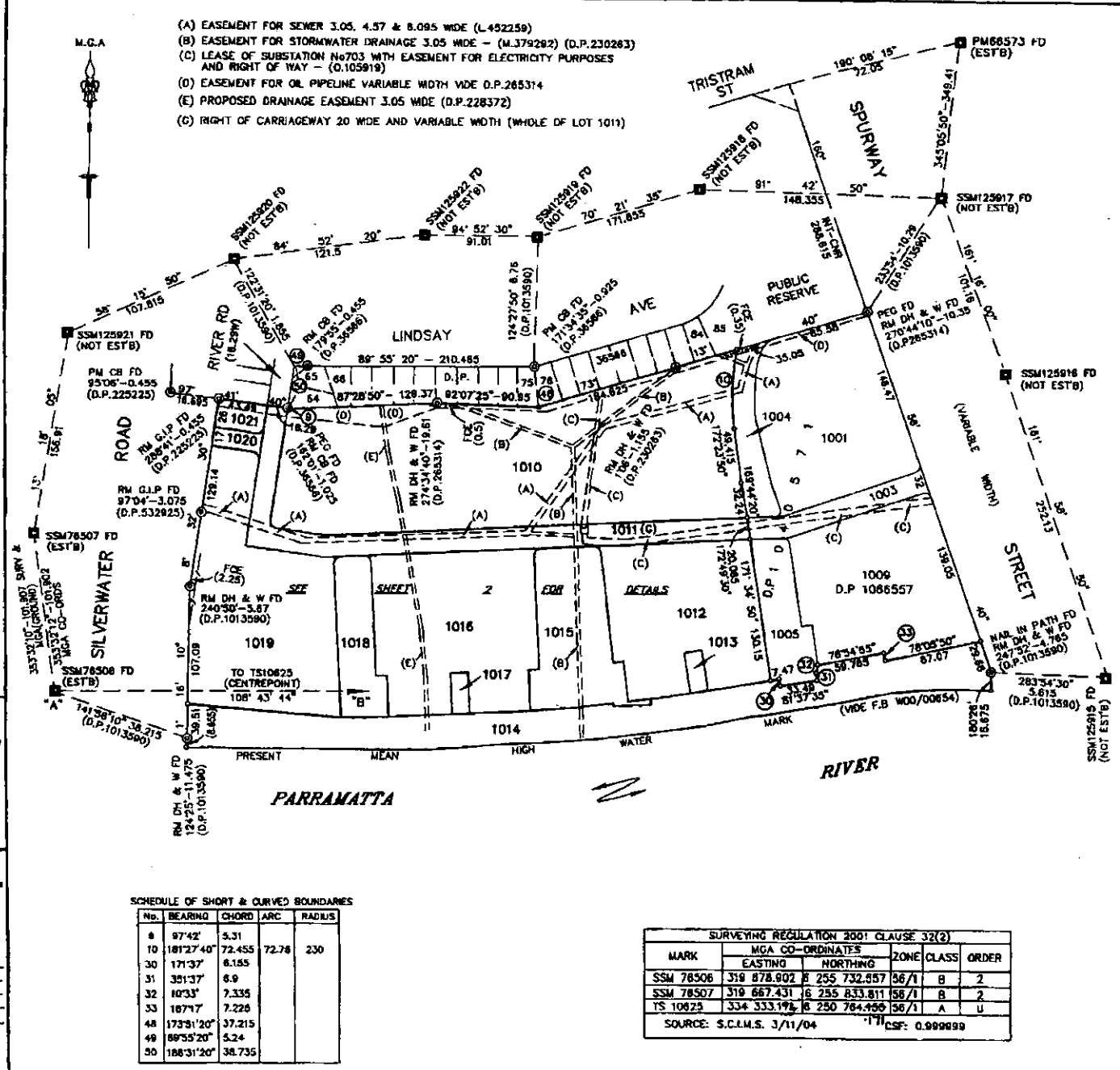
Subdivision Certificate No. .....

File no. .....

Note: When the plan is to be lodged electronically in the Land and Property Information, it should include a signature in an electronic or digital format approved by the Registrar-General.

* Delete whichever is inapplicable.

SURVEYOR'S REFERENCE: 20474/28449PS (REV: D)



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
8	97'42'	5.31		
10	181'27'40"	72.455	72.78	230
30	171'37'	6.155		
31	351'37'	6.9		
32	10'33'	7.335		
33	167'17'	7.226		
48	173'31'20"	37.215		
49	89'55'20"	5.24		
50	186'31'20"	38.735		

SURVEYING REGULATION 2001 CLAUSE 32(2)					
MARK	MGA CO-ORDINATES		ZONE	CLASS	ORDER
	EASTING	NORTHING			
SSM 76508	319 878.902	6 255 732.857	56/1	B	2
SSM 76507	319 667.431	6 255 833.811	56/1	B	2
TS 10625	334 333.194	6 250 764.466	56/1	A	U
SOURCE: S.C.I.M.S. 3/11/04			CSF: 0.999999		

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1080642

Registered: 12-4-2005

C.A: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U0052–54

Last Plan: D.P.1048512, D.P1040571 & D.P.1066557

PLAN OF SUBDIVISION OF LOT 1006 D.P1040571, LOT 1007 D.P1048512 & LOT 1008 D.P1066557

Lengths are in metres. Reduction Ratio 1:2500

L.G.A: PARRAMATTA

Suburb/Locality: ERMINGTON

Parish: FIELD OF MARS

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable).

Survey Certificate Surveying Regulation 2001

I, JOSEPH MONARDO of LOCKLEY LAND TITLE SOLUTIONS P.O BOX 400 GLADESVILLE 1675 a surveyor registered under the Surveying Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on 4-2-2005 the survey relates to LOT 1006, 1007 & 1008

(Signature) ..... Date: 4/2/05

Delete Lot "A"–"B"

Plans used in preparation of survey/compilation

DP 213158	DP 233006	DP 1040571
DP 265314	DP 36566	DP 1048512
DP 228372	DP 216201	DP 1066557
DP 532925	DP 230283	
DP 109686	DP 225225	
	DP 1013590	

PARCEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:

1) RIGHT OF CARRIAGEWAY 20 WIDE AND VARIABLE WIDTH (G)

Req:R113497 /Doc:DP 1080642 P /Rev:14-Apr-2005 /Sts:SC.OK /Prt:01-Sep-2014 10:02 /Pgs:ALL /Seq:1 of 2
Ref:Colin Biggers & Paisley /Stol:P

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1080642

Registered: 12-4-2005

This is sheet 2 of my plan in 2 sheets dated

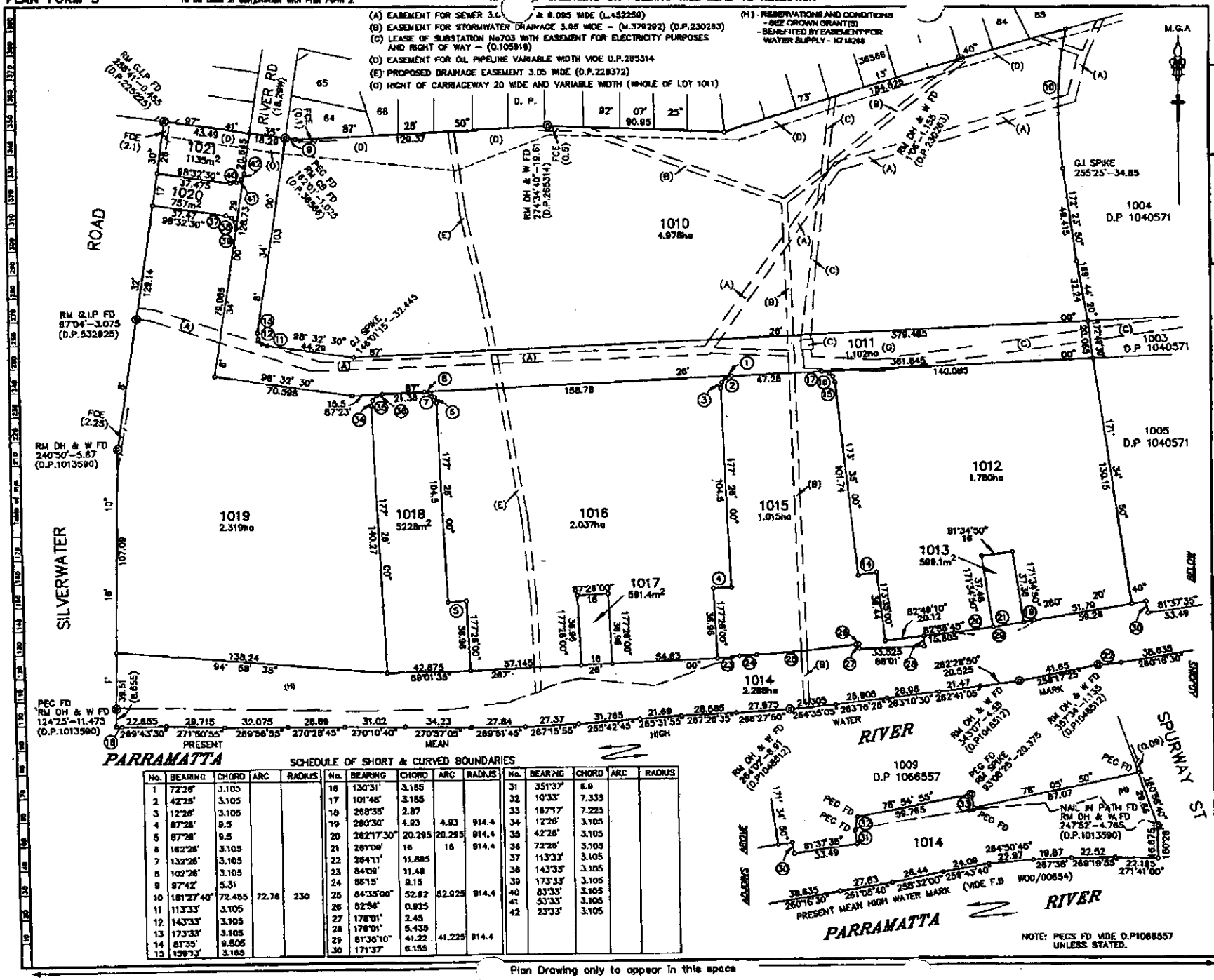
Joseph Monocle

surveyor registered under surveying act 2002

This is sheet 2 of the plan of 2 sheets covered by my certificate No. of

General Manager/Authorised Person

For use where space is insufficient in any panel on plan Form 2



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	72°28'	3.105			16	130°31'	3.185			31	351°37'	6.9		
2	42°28'	3.105			17	101°46'	3.185			32	10°33'	7.335		
3	12°28'	3.105			18	268°35'	2.87			33	167°17'	7.225		
4	87°28'	9.5			19	260°30'	4.93	4.93	914.4	34	12°28'	3.105		
5	87°28'	9.5			20	262°17'30"	20.295	20.295	914.4	35	42°28'	3.105		
6	162°28'	3.105			21	261°09'	16	16	914.4	36	72°28'	3.105		
7	132°28'	3.105			22	284°11'	11.885			37	113°33'	3.105		
8	102°28'	3.105			23	84°09'	11.49			38	143°33'	3.105		
9	87°42'	5.31			24	86°15'	9.15			39	173°33'	3.105		
10	181°27'40"	72.455	72.76	230	25	84°35'00"	52.92	52.925	914.4	40	83°33'	3.105		
11	113°33'	3.105			26	82°56'	0.925			41	53°33'	3.105		
12	143°33'	3.105			27	178°01'	2.45			42	23°33'	3.105		
13	173°33'	3.105			28	179°01'	5.435							
14	81°35'	9.505			29	81°38'10"	41.22	41.225	914.4					
15	156°33'	3.185			30	171°37'	6.155							

Reduction Ratio 1: 1250

Plan Drawing only to appear in this space

SURVEYORS REFERENCE: 20474/28448PS (REV 0)

eq:R113497 /Doc:DP 1080642 P /Rev:14-Apr-2005 /Sts:SC.OK /Prt:01-Sep-2014 10:02 /Pgs:ALL /Seq:2 of 2
ef:Colin Biggers & Paisley /Scr:P

Instrument setting out terms of easements or profit à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B Conveyancing Act 1919

Lengths are in metres **(Sheet 1 of 2 Sheets)**

DP1080642

Plan of Subdivision of Lot 1006 in DP 1040571, Lot 1007 in DP 1048512 and Lot 1008 in DP 1066557

Full name and address of the owner of the land:

The Commonwealth of Australia
C/- Department of Defence
270 Pitt Street
Sydney NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Right of carriageway 20 wide and variable width (E)(C)	1011	1010, 1012 to 1021 (inclusive)

PART 2 (TERMS)

1. **Terms of easement numbered one in the plan**

Full and free right for every person who is at any time entitled to an estate or interest in possession in the lots benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the lots benefited or any such part thereof.

This right of carriageway terminates on the first to occur of:

(a) the day the lot burdened is dedicated as a road; or

(b) the day the lot burdened is transferred to Parramatta City Council.

The Registrar General is authorised to remove this right of carriageway from the certificates of title for the lot burdened and the lots benefited:

(a) in the event of the dedication of the lot burdened as a road, on the dedication of the lot burdened as a road; or

VB X

DP1080642

Plan of Subdivision of Lot 1006 in DP 1040571, Lot 1007 in DP 1048512 and Lot 1008 in DP 1066557

Full name and address of the owner of the land:

The Commonwealth of Australia
C/- Department of Defence
270 Pitt Street
Sydney NSW 2000

(b) in the event of a transfer of the lot burdened to Parramatta City Council, on the receipt of a request from Parramatta City Council accompanied by a statutory declaration from the owner of any lot benefited to which is attached a title search of the lot burdened showing it is owned by Parramatta City Council.

Certified correct for the purposes of the *Real Property Act 1900*.

SIGNED, SEALED and **DELIVERED** for and on behalf of the **COMMONWEALTH OF AUSTRALIA** in the presence of:

x
Witness

x DAVID FRENCH
Name (printed)

x
Delegate

x CHRIS BEE
Name (printed)

x ASSISTANT SECRETARY
Position and position number

STRATEGIC PLANNING AND ESTATE DEVELOPMENT BRANCH
DEPARTMENT OF DEFENCE
POSITION NO: 115410

REGISTERED 12/4/2005

PLAN FORM 2

SIGNATURE AND SEALS ONLY.

"SEE SIGNATURES SHEET"

This plan is exempt from a subdivision certificate under Section 195C(2) of the Conveyancing Act

Department Of Lands Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the location of the land and Assessment Act 1979 have been satisfied in relation to the proposed ..... delete words

* (insert 'subdivision' or 'new road')

Signature: .....
Date: .....
File Number: .....
Officer: .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed ..... not to exceed words

* (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

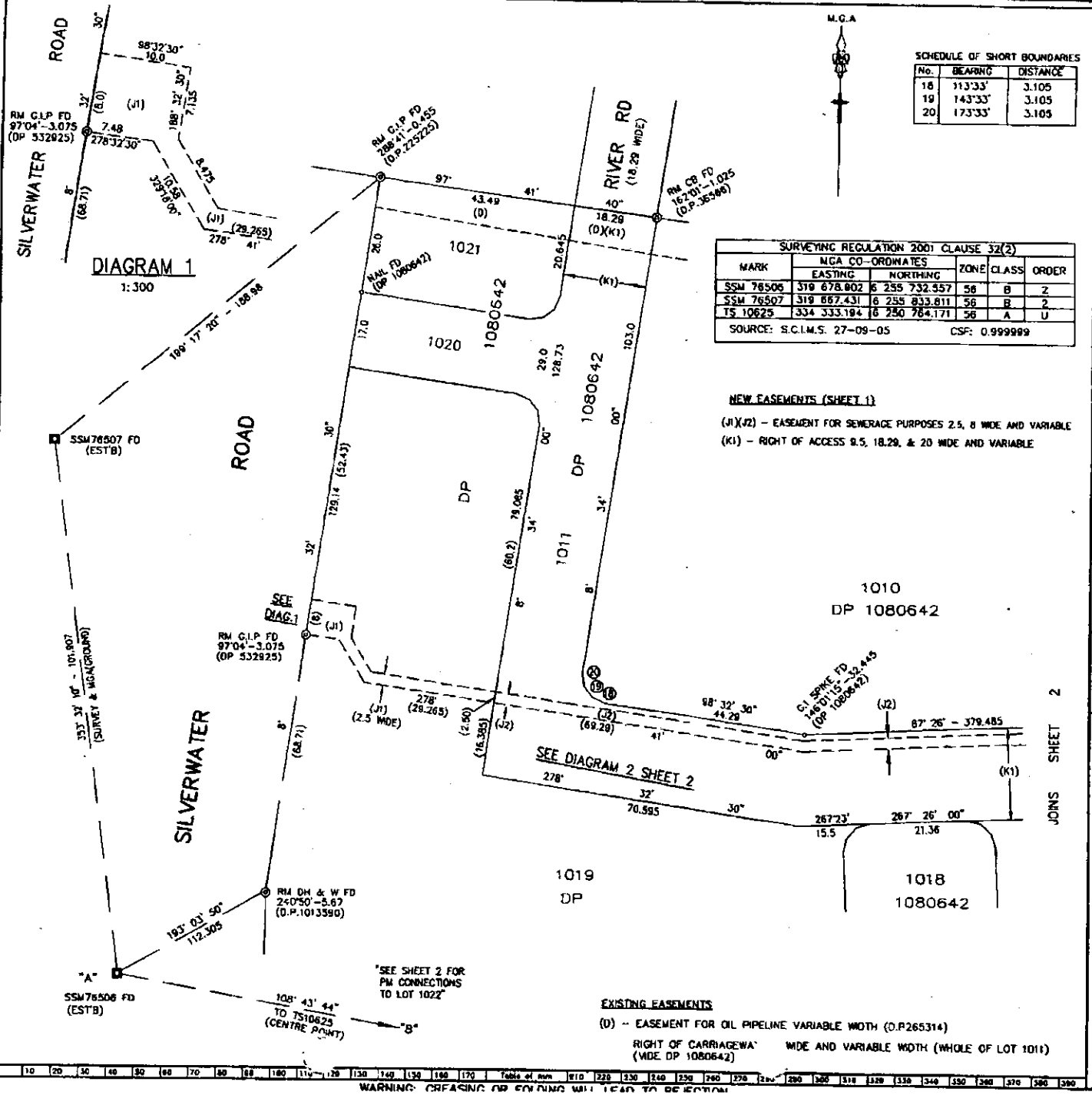
Consent Authority: .....
Date of endorsement: .....
Accreditation no: .....
Subdivision Certificate No: .....
* No. .....

Plan: ..... not the plan to be lodged electronically in the Land and Property Information, it should include a signature in an electronic digital format approved by the Registrar-General.

* Delete whichever is inapplicable.

SURVEYOR'S REFERENCE: 20474/28958DP3

Plan Drawing only to appear in this space



SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DISTANCE
18	113°33'	3.105
19	143°33'	3.105
20	173°33'	3.105

SURVEYING REGULATION 2001 CLAUSE 32(2)

MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	ZONE	CLASS	ORDER
SSM 76506	319 678.802	6 255 732.557	56	B	2
SSM 76507	319 667.431	6 255 833.811	56	B	2
TS 10625	334 333.194	6 250 764.171	56	A	U

SOURCE: S.C.I.M.S. 27-09-05 CSF: 0.999999

NEW EASEMENTS (SHEET 1)

(J1)(J2) – EASEMENT FOR SEWERAGE PURPOSES 2.5, 8 WIDE AND VARIABLE

(K1) – RIGHT OF ACCESS 9.5, 18.29, & 20 WIDE AND VARIABLE

EXISTING EASEMENTS

(D) – EASEMENT FOR OIL PIPELINE VARIABLE WIDTH (D.P265314)

RIGHT OF CARRIAGEWAY (VIDE DP 1080642) WIDE AND VARIABLE WIDTH (WHOLE OF LOT 1011)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY ePlan

DP1101488

Registered: 28.2.2007

C.A:

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U0052-54

Last Plan: D.P.1048512, D.P1040571 & D.P.1066557, DP 1080642

PLAN OF SUBDIVISION OF LOT 1015 D.P1080642 & EASEMENTS OVER LOTS 1011, 1016 & 1019 IN DP 1080642 & LOT 1003 IN DP 1040571

Lengths are in metres. Reduction Ratio 1:600

L.G.A: PARRAMATTA

Suburb/Locality: ERMINGTON

Parish: FIELD OF MARS

County: CUMBERLAND

This is sheet 1 of my plan in 3 sheets. (Delete if inapplicable).

Survey Certificate Surveying Regulation 2001

I, JOSEPH MONARDO
LOCKLEY LAND TITLE SOLUTIONS
of P.O BOX 400 GLADESVILLE, 1675
a surveyor registered under the Surveying Act 2002, hereby certify that the survey represented in this plan is correct, has been made in accordance with the Surveying Regulation 2001
and was completed on 29/09/05
The survey relates to LOTS 1022 & EASEMENTS
LOTS 1023 HAS BEEN COMPILED

(Signature) "SEE SIGNATURES SHEET" Dated 27-11-06
Surveyor registered under the Surveying Act 1002

Datum Line: "A"-"B"
Type: Urban/Rural

Plans used in preparation of survey/compilation

DP 213158	DP 233006	DP 1040571
DP 265314	DP 36586	DP 1048512
DP 228372	DP 218201	DP 1066557
DP 532925	DP 230263	DP 1080642
DP 109686	DP 225225	
	DP 1013590	

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants:

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

1. EASEMENT FOR ACCESS, ELECTRICITY PURPOSES, SEWERAGE PURPOSES, TELECOMMUNICATION PURPOSES AND WATER SUPPLY PURPOSES 3, 12, & VARIABLE (H3)
2. EASEMENT FOR SEWERAGE PURPOSES 2.5, 8 WIDE AND VARIABLE (J1)(J2)(J3)
3. RIGHT OF ACCESS 9.5, 18.29, 20 WIDE AND VARIABLE (K1)(K2)(K4)
4. EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (L2)(L3)(L4)
5. EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 9.5, 20 WIDE AND VARIABLE (M1)(M2)(M4)
6. POSITIVE COVENANT (P1)(P2)(P4)

RELEASE:–

1. EASEMENT FOR SEWER 3.05, 4.57 & 6.095 WIDE (L452259)

Req:R113509 /Doc:DP 1101488 P /Rev:01-Mar-2007 /Sts:SC.OK /Prt:01-Sep-2014 10:03 /Pgs:ALL /Seq:1 of 4 DP1101488
Ref:Colin Biggers & Paisley /Src:P

PLAN FORM 3 — To be used in conjunction with Plan Form 3 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan — *OFFICE USE ONLY

DP1101488

Registered: 28.2.2007

This is sheet 2 of my plan in 3 sheets dated 27/11/06

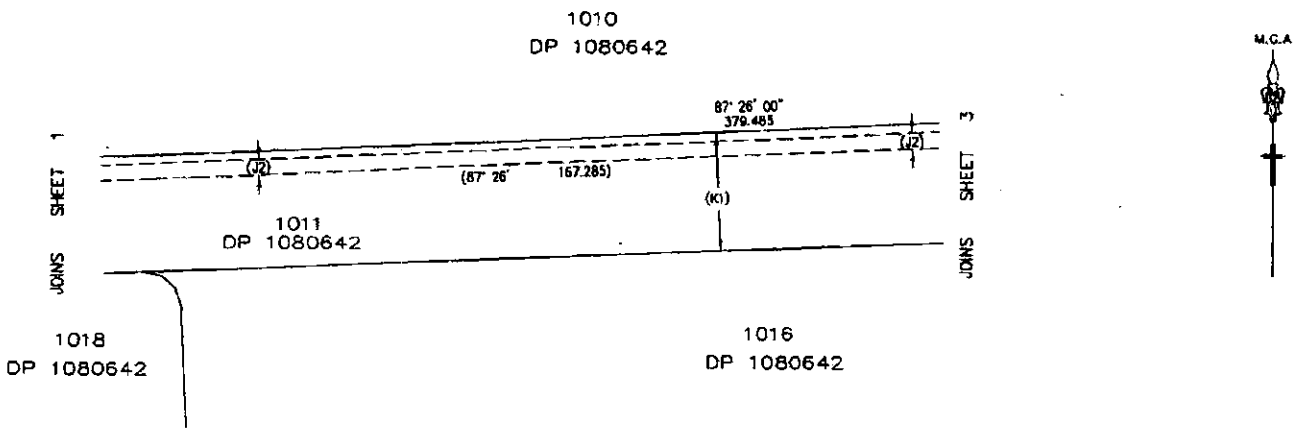
"SEE SIGNATURES SHEET"

Surveyor registered under Surveying act 2002

This is sheet of the plan of sheets covered by my certificate no of

General Manager/Authorised Person

For use where space is insufficient in any panel on plan Form 2



SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DISTANCE
18	113°33'	3.105
19	143°33'	3.105
20	173°33'	3.105

NEW EASEMENTS (SHEET 2)

(J1)(J2) – EASEMENT FOR SEWERAGE PURPOSES 2.5, 8 WIDE AND VARIABLE

(K1) – RIGHT OF ACCESS 9.5 & 20 WIDE AND VARIABLE

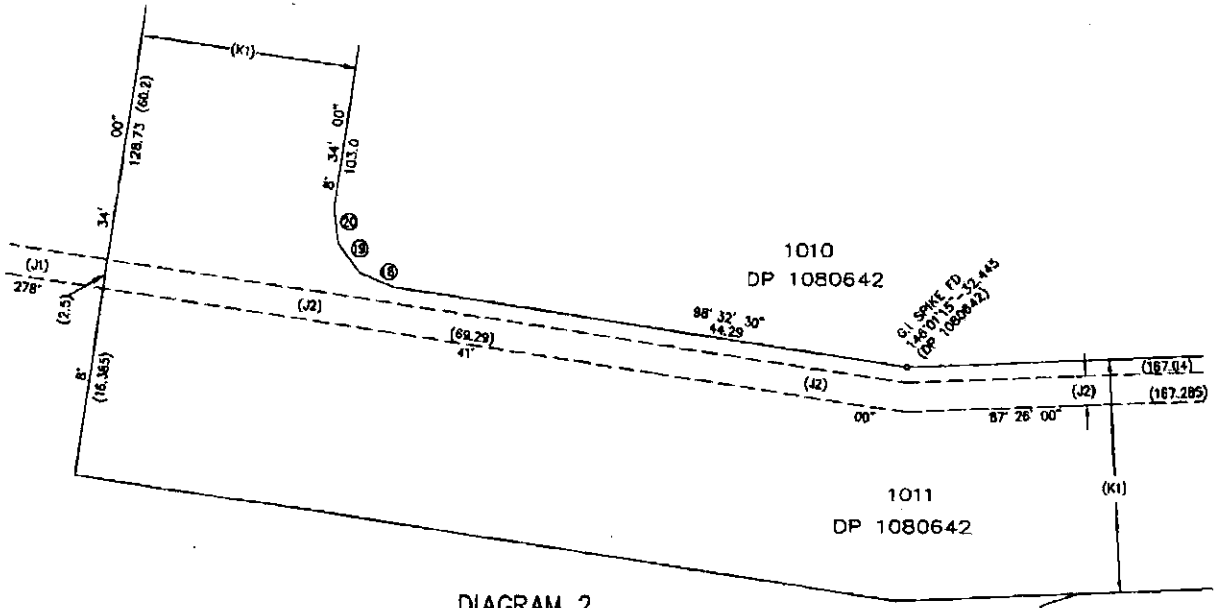


DIAGRAM 2

1:300

EXISTING EASEMENTS

RIGHT OF CARRIAGEWAY 20 WIDE AND VARIABLE WIDTH (WHOLE OF LOT 1011) (VIDE DP 1080642)

Reduction Ratio 1:600

eq:R113509 /Doc:DP 1101488 P /Rev:01-Mar-2007 /Sts:SC.OK /Prt:01-Sep-2014 10:03 /Pgs:ALL /Seq:2 of 4 DP1101488
af:Colin Biggers & Paisley /Src:PO

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan — *OFFICE USE ONLY

DP1101488

Registered: 28.2.2007

This is sheet 3 of my plan in 3 sheets dated 27/11/06

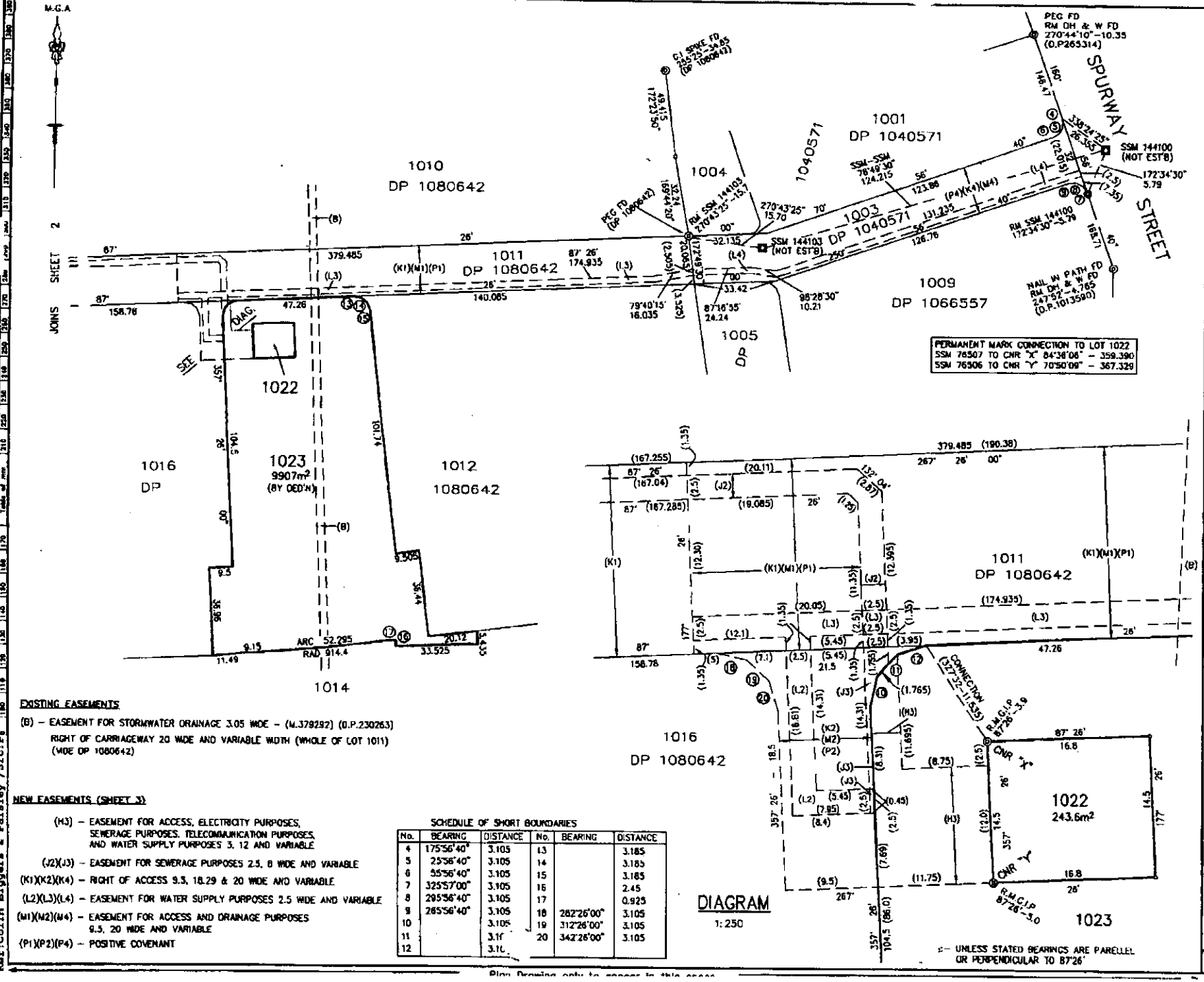
"SEE SIGNATURES SHEET"

surveyor registered under Surveying act 2002

this is sheet of the plan of sheets covered by my certificate No of

General Manager/Authorised Person

For use where space is insufficient in any panel on plan Form 2



EXISTING EASEMENTS

(B) – EASEMENT FOR STORMWATER DRAINAGE 3.05 WIDE – (M.379292) (D.P.230263)
RIGHT OF CARRIAGEWAY 20 WIDE AND VARIABLE WIDTH (WHOLE OF LOT 1011) (VIDE DP 1080642)

NEW EASEMENTS (SHEET 3)

(H3) – EASEMENT FOR ACCESS, ELECTRICITY PURPOSES, SEWERAGE PURPOSES, TELECOMMUNICATION PURPOSES, AND WATER SUPPLY PURPOSES 3, 12 AND VARIABLE
(J2)(J3) – EASEMENT FOR SEWERAGE PURPOSES 2.5, 8 WIDE AND VARIABLE
(K1)(K2)(K4) – RIGHT OF ACCESS 9.3, 18.29 & 20 WIDE AND VARIABLE
(L2)(L3)(L4) – EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE AND VARIABLE
(M1)(M2)(M4) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 9.3, 20 WIDE AND VARIABLE
(P1)(P2)(P4) – POSITIVE COVENANT

SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
4	175°56'40"	3.105	13		3.185
5	25°56'40"	3.105	14		3.185
6	55°56'40"	3.105	15		3.185
7	325°57'00"	3.105	16		2.45
8	295°56'40"	3.105	17		0.925
9	265°56'40"	3.105	18	282°26'00"	3.105
10		3.105	19	312°26'00"	3.105
11		3.1[illegible]	20	342°26'00"	3.105
12		3.1[illegible]			

Reduction Ratio 1:1000

Req:R113509 /Doc:DP 1101488 P /Rev:01-Mar-2007 /Sts:SC.OK /Prt:01-Sep-2014 10:03 /Pgs:ALL /Seq:3 of 4 DP1101488
Ref:Colin Biggers & Paisley /Src:P8

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 1 sheet(s)

PLAN OF SUBDIVISION OF LOT 1015 DP1080642 AND EASEMENTS OVER LOTS 1011, 1016 AND 1019 IN DP1080642 AND LOT 1003 IN DP1040571

DP1101488 *

Registered: 28.2.2007 *

* OFFICE USE ONLY

Surveying Regulation, 2001

I, JOSEPH MONARDO
of LOCKLEY LAND TITLE SOLUTIONS PO BOX 400 GLADESVILLE 1675
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2001* and was completed on: 29/9/05

The survey relates to LOTS 1022 & EASEMENTS, LOTS 1023 HAS BEEN COMPILED

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

Signature Joseph Monardo *Dated: 27/11/06*
Surveyor registered under the Surveying Act, 2002

Datum Line: "A" – "B"
Type: Urban/~~Rural~~

Crown Lands NSW/Western Lands Office Approval

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

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed..... set out herein
(Insert 'subdivision' or 'new road')

.....
* Authorised Person/General Manager/Accredited Certifier

Consent Authority: .....
Date of Endorsement: .....
Accreditation no: .....
Subdivision Certificate no: .....
File no: .....

* Delete whichever is inapplicable.

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create public reserves and drainage reserves.

SIGNED FOR AND BEHALF OF THE COMMONWEALTH OF AUSTRALIA BY ITS DULY AUTHORISED OFFICER:

.....
NAME:

POSITION No. 115410

IN THE PRESENCE OF:

.....
SIGNATURE OF WITNESS:

DAVID FRENCH
NAME OF WITNESS:

SIGNED for SYDNEY WATER CORPORATION by its Attorneys:

JEFFREY FRANCIS COLENSO
NAME (printed)

.....
Attorney

KEVIN ANDREW HANLEY
NAME (printed)

.....
Attorney

Who hereby state at the time of executing this instrument they have no notice of the revocation of Power of Attorney registered no. 323 Book 4465 under the Authority of which this instrument is executed.

.....
Signature of witness

MARTIN BRAMBLE
Name of witness

1- SYDNEY WATER.
Address of witness

Use PLAN FORM 6A for additional certificates, signatures and seals

SURVEYOR'S REFERENCE: 20474-28968 DP3

ePlan

Instrument setting out terms of easements intended to be created or released and of positive covenants intended to be created pursuant to section 88B Conveyancing Act 1919

Lengths are in metres **(Sheet 1 of 5 Sheets)**

Plan: DP1101488 Plan of subdivision of Lot 1015 DP 1080642 and Easements over Lots 1011, 1016 and 1019 in DP 108642 and Lot 1003 in DP 1040571

Full name and address of the owner of the land: The Commonwealth of Australia
c/- Department of Defence
270 Pitt Street
SYDNEY NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan:	Identity of easement or positive covenant to be created and referred to in the plan:	Burdened lots:	Benefited lot(s), bodies or Prescribed Authorities:
1.	Easement for Access, Electricity Purposes, Sewerage Purposes, Telecommunication Purposes and Water Supply Purposes 3, 12 and variable (H3)	Lot 1023 (H3)	Sydney Water Corporation
2.	Easement for Sewerage Purposes 2.5, 8 wide and variable (J1), (J2), (J3)	Lot 1019 DP 1080642 (J1) Lot 1011 DP 1080642 (J2) Lot 1016 DP 1080642 (J3)	Sydney Water Corporation
3.	Right of Access 9.5, 18.29, 20 wide and variable (K1), (K2), (K4)	Lot 1011 DP 1080642 (K1) Lot 1016 DP 1080642 (K2) Lot 1003 DP 1040571 (K4)	Lot 1022
4.	Easement for Water Supply Purposes 2.5 wide (L2), (L3), (L4)	Lot 1016 DP 1080642 (L2) Lot 1011 DP 1080642 (L3) Lot 1003 DP 1040571 (L4)	Sydney Water Corporation

ePlan

(Sheet 2 of 5 Sheets)

Plan: DP1101488

Plan of subdivision of Lot 1015 DP 1080642 and Easements over Lots 1011, 1016 and 1019 in DP 108642 and Lot 1003 in DP 1040571

Full name and address of the owner of the land:

The Commonwealth of Australia
c/- Department of Defence
270 Pitt Street
SYDNEY NSW 2000

Number of item shown in the intention panel on the plan:	Identity of easement or positive covenant to be created and referred to in the plan:	Burdened lots:	Benefited lot(s), bodies or Prescribed Authorities:
5.	Easement for Access and Drainage Purposes 9.5, 20 wide and variable (M1), (M2), (M4)	Lot 1011 DP 1080642 (M1) Lot 1016 DP 1080642 (M2) Lot 1003 DP 1040571 (M4)	Sydney Water Corporation
6.	Positive Covenant (P1), (P2), (P4)	Lot 1011 DP 1080642 (P1) Lot 1016 DP 1080642 (P2) Lot 1003 DP 1040571 (P4)	Sydney Water Corporation

PART 1A (RELEASE)

Number of item shown in the intention panel on the plan:	Identity of easement to be released and referred to in the plan:	Lots burdened by existing easement:	Lots, bodies or prescribed authorities benefited by existing easement:
1.	Easement for sewer 3.05, 4.57 and 6.095 wide (L.452259)	Lot 1004 DP 1040571 and Lots 1010, 1011 and 1019 DP 1080642	Sydney Water Corporation

ePlan

(Sheet 3 of 5 Sheets)

Plan: DP1101488

Plan of subdivision of Lot 1015 DP 1080642 and Easements over Lots 1011, 1016 and 1019 in DP 108642 and Lot 1003 in DP 1040571

Full name and address of the owner of the land:

The Commonwealth of Australia
c/- Department of Defence
270 Pitt Street
SYDNEY NSW 2000

PART 2 (TERMS)

1. **Terms of Easement for Access, Electricity Purposes, Sewerage Purposes, Telecommunication Purposes and Water Supply Purposes firstly referred to in the plan.**

   An Easement for Access, Electricity Purposes, Sewerage Purposes, Telecommunication Purposes and Water Supply Purposes in the terms set out in Memorandum 7158335 filed in the Land Titles Office.

2. **Terms of Easement for Sewerage Purposes secondly referred to in the plan.**

   An Easement for Sewerage Purposes in the terms set out in Memorandum 7158328 filed in the Land Titles Office.

3. **Terms of Right of Access thirdly referred to in the plan.**

   A Right of Access in the terms set out in Part 14 of Schedule 8 to the *Conveyancing Act 1919.*

4. **Terms of Easement for Water Supply Purposes fourthly referred to in the plan.**

   An Easement for Water Supply Purposes in the terms set out in PART 1 of Memorandum 5736755 in the Land Titles Office.

   The terms of this easement are to be read in conjunction with the terms of the Easement for Access and Drainage Purposes and the Positive Covenant fifthly and sixthly referred to in the plan.

5. **Terms of Easement for Access and Drainage Purposes fifthly referred to in the plan.**

   An Easement for Access and Drainage Purposes in the terms set out in PART 2 of Memorandum 5736755 filed in the Land Titles Office.

   The terms of this easement, are to be read in conjunction with the terms, of the Easement for Water Supply Purposes and the Positive Covenant fourthly and sixthly referred to in the plan.

ePlan

(Sheet 4 of 5 Sheets)

Plan: DP1101488

Plan of subdivision of Lot 1015 DP 1080642 and Easements over Lots 1011, 1016 and 1019 in DP 108642 and Lot 1003 in DP 1040571

Full name and address of the owner of the land:

The Commonwealth of Australia
c/- Department of Defence
270 Pitt Street
SYDNEY NSW 2000

6. **Terms of Positive Covenant sixthly referred to in the plan**

A Positive Covenant in the terms set out in PART 3 of Memorandum 5736755 filed in the Land Titles Office.

The terms of this positive covenant, are to be read in conjunction with the terms, of the Easement for Water Supply Purposes and the Easement for Access and Drainage purposes fourthly and fifthly referred to in the plan.

Name of Authority empowered to release, vary or modify the Positive Covenant sixthly referred to in the plan.

Sydney Water Corporation.

ePlan

(Sheet 5 of 5 Sheets)

Plan: DP1101488

Plan of subdivision of Lot 1015 DP 1080642 and Easements over Lots 1011, 1016 and 1019 in DP 108642 and Lot 1003 in DP 1040571

Full name and address of the owner of the land:

The Commonwealth of Australia
c/- Department of Defence
270 Pitt Street
SYDNEY NSW 2000

Certified correct for the purposes of the *Real Property Act 1900.*

SIGNED, SEALED and **DELIVERED** for and on behalf of the **COMMONWEALTH OF AUSTRALIA** in the presence of:

Witness

DAVID FRENCH

Name (printed)

Delegate

CHRIS BEE

Name (printed)

Assistant Secretary
Position: Strategic Planning & Estate Development
Position Number: 115410
Department of Defence

SIGNED for **SYDNEY WATER CORPORATION**, by its Attorneys:

JEFFREY FRANCIS COLENSO

Name (printed)

KEVIN ANDREW HANLEY

Name (printed)

Attorney

Attorney

who hereby state at the time of executing this instrument they have no notice of the revocation of Power of Attorney registered no. 323 book 4465 under the Authority of which this instrument is executed.

Signature of Witness

MARTIN BRAMBLE

Name of Witness

c/- SYDNEY WATER.

Address of Witness

REGISTERED 28.2.2007

Form: 01TE
Release: 2.0
www.lands.nsw.gov.au

TRANSFER INCLUDING EASEMENT

New South Wales
Real Property Act 1900

AD71104K

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY
24-04-2007 0004208458-001
SECTION 18(2)
DUTY $ **********2.00

(A) TORRENS TITLE

1003/1040571, 1004/1040571 and 1005/1040571 X

(B) TENEMENTS

Servient	Dominant
Refer to Schedule 2	Refer to Schedule 2

(C) LODGED BY

EXTRA FEE PAID ON INV. 75829K

Document Collection Box	Name, Address or DX and Telephone	CODE
1W	STOCKLAND DEVELOPMENT DX 121 SYDNEY Reference: Riverwalk	TE

(D) TRANSFEROR

COMMONWEALTH OF AUSTRALIA

(E) The transferor acknowledges receipt of the consideration of $ 1.00 ; transfers to the transferee

(F) transferee an estate in fee simple; and RESERVES an easement as set out in Schedule 2.

(G) Encumbrances (if applicable):

(H) TRANSFEREE

STOCKLAND DEVELOPMENT (HOLDINGS NO.1) PTY LIMITED ABN 32 108 861 490

(I) TENANCY:

DATE do not date

(J) ~~From the list below select the required form of execution by the TRANSFEROR.~~

- ○ Standard
- ○ Corporation With Seal
- ○ Corporation Without Seal
- ○ Attorney
- ○ Authorised officer of a corporation or of a government department or authority

Refer to Execution clauses in Schedule 2.

From the list below select the required form of execution by the TRANSFEREE.

- ○ Standard
- ○ Corporation With Seal
- ○ Corporation Without Seal
- ○ Attorney
- ○ Solicitor, licensed conveyancer or barrister for the Transferee (may be used only if the transferor is GRANTING an easement
- ~~○ Authorised officer of a corporation or of a government department or authority~~

CB

SCHEDULE 2 TO TRANSFER INCLUDING EASEMENT DATED do not date **BETWEEN COMMONWEALTH OF AUSTRALIA (Transferor) AND STOCKLAND DEVELOPMENT (HOLDINGS NO.1) PTY LIMITED ABN 32 108 861 490 (Transferee)**

The Transferor RESERVES the easements set out below.

Easement number	Description of easement to be reserved:	Servient tenement	Dominant tenement
1	Right of carriage way	1003/1040571	1010/1080642 1011/1080642 1012/1080642 1013/1080642 1014/1080642 1016/1080642 1017/1080642 1018/1080642 1019/1080642 1020/1080642 1021/1080642 1023/1101488
2	Easement for services	1003/1040571	1010/1080642 1011/1080642 1012/1080642 1013/1080642 1014/1080642 1016/1080642 1017/1080642 1018/1080642 1019/1080642 1020/1080642 1021/1080642 1023/1101488

Terms of easements

1. **Right of carriage way**

1.1 The owner of the dominant tenement and its authorised users may go, pass and repass across the servient tenement, at all times and for all purposes with or without vehicles, to get to or from the dominant tenement.

1.2 This easement terminates on the day the whole of the servient tenement is dedicated as a public road.

CB

2. **Easement for services**

2.1 The owner of the dominant tenement and its authorised users may:

(a) use the servient tenement to provide Services to or from the dominant tenement;

(b) do anything reasonably necessary for that purpose including:

(i) entering the servient tenement;

(ii) taking anything on to the servient tenement; and

(iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

2.2 In exercising those powers, the owner of the dominant tenement and its authorised users must:

(a) ensure all work is done properly;

(b) cause as little inconvenience as is practicable to the owner and occupier of the servient tenement;

(c) cause as little damage as is practicable to the servient tenement and any improvement on it;

(d) restore the servient tenement as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

2.3 For the purposes of this easement, "Services" includes supply of water, gas, electricity, telephone, television and discharge of sewage, sullage and other fluid wastes.

2.4 This easement terminates on the day the whole of the servient tenement is dedicated as a public road.

I certify that the authorised officer signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this Transfer Granting Easement in my presence.

Signature of witness

Mark Justin Ellis
Name of witness

BP3-2-A059, Dept. of Defence
Address of witness

Canberra ACT 2600.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer

Assistant Secretary
Strategic Planning & Estate Development
Position Number: 115410
Department of Defence
Authority of officer

Signing on behalf of COMMONWEALTH OF AUSTRALIA

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: STOCKLAND DEVELOPMENT (HOLDINGS NO.1) PTY LIMITED
ABN 32 108 861 490

Authority: Section 127 of the Corporations Act
Book 4504 No. 27

REFER ANNEXURE 'A'

Signature of authorised person

Name of authorised person

[Director, Secretary, Sole Director/Secretary]
Office held

Signature of authorised person

MICHAEL CORCORAN
Name of authorised person

[Director, Secretary, Sole Director/ Secretary]
Office held GENERAL MANAGER.

Witness. Andrew Boyd
ANDREW BOYD
Address: 69 FORMOSA STREET
DRUMMOYNE NSW

202085821_2

"ANNEXURE A"

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

ANDREW BOYD.

Certified correct for the purposes of the Real Property Act 1900 by the person named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:

Executed for and on behalf of Stockland Development (Holdings No. 1) Pty Limited ACN 108 861 490 by its duly authorised attorney under Power of Attorney registered in Book. 4504 No. 27 who declares that he has no notice of revocation of the said Power of Attorney in the presence of:

.....

Michael Anthony Corcoran

PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURE AND SEALS ONLY.

SIGNED BY THE COMMONWEALTH OF AUSTRALIA BY ITS AUTHORISED OFFICER No 5591

BERNARD BUNDY

IN THE PRESENCE OF

(HELEN MARGARET GRAHAMSLAW OF WITNESS)

(NAME OF WITNESS IN FULL)

THE PLAN IS EXEMPT FROM SUBDIVISION CERTIFICATE UNDER S.149C(2) OF THE CONVEYANCING ACT, 1919

Crown Lands Office Approval

PLAN APPROVED: ..... Authorised Officer

Land District: .....

Folio No.: .....

Field Book: ..... page: .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been complied in relation to the proposed

..... not exceed bounds

*Delete 'subdivision' or 'strata plan'

*Authorised Person/General Manager/Accredited Certifier

Consent Authority: .....

Date of endorsement: .....

Accreditation no: .....

Subdivision Certificate no: .....

File no: .....

Note:

Where the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

*Delete whichever is inapplicable.

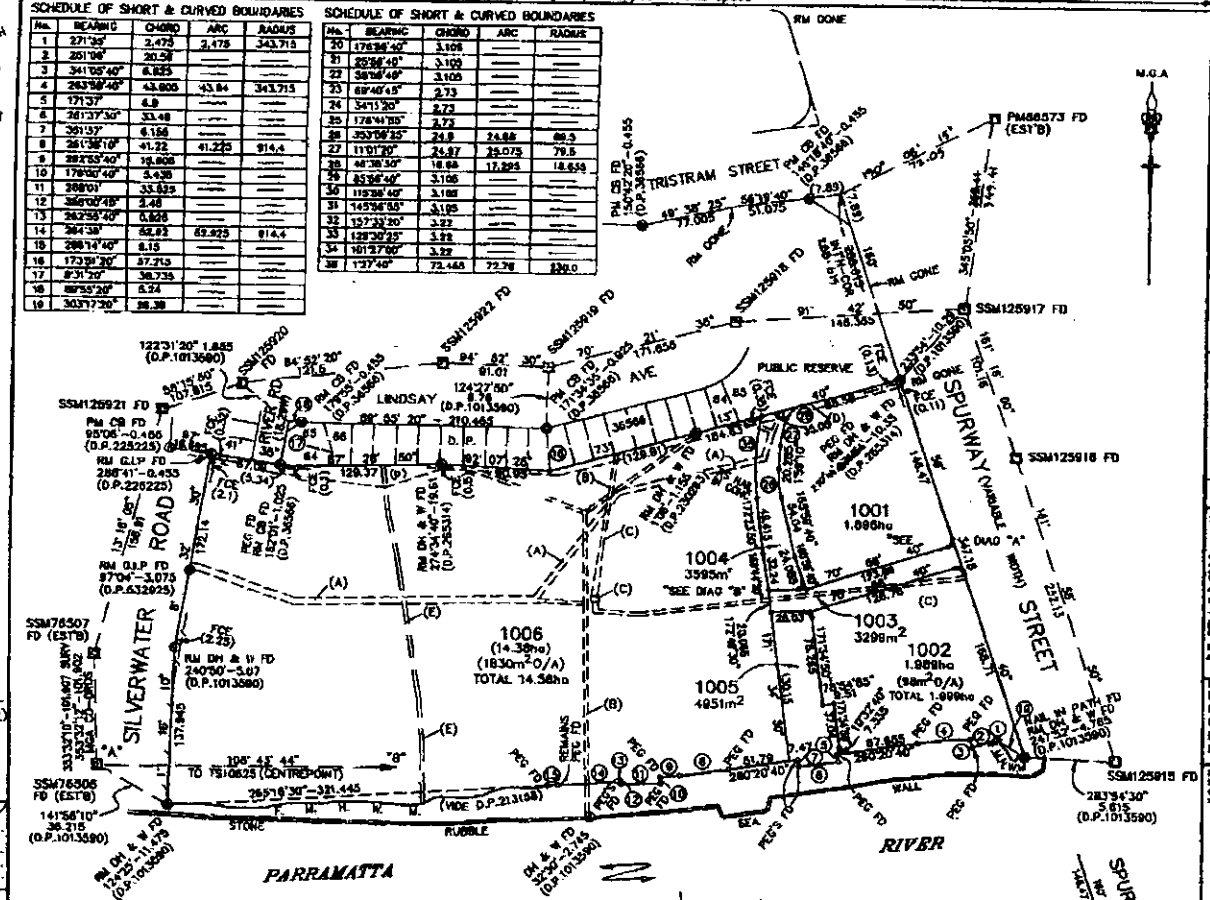
SURVEYOR'S REFERENCE 24836 "CHECKLIST"

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	271°30'	2.475	2.475	343.715
2	261°06'	20.58	—	—
3	341°05'40"	6.825	—	—
4	263°59'40"	43.805	43.84	343.715
5	171°37'	6.9	—	—
6	261°37'30"	33.48	—	—
7	351°37'	6.156	—	—
8	261°38'10"	41.22	41.225	914.4
9	292°55'40"	19.806	—	—
10	179°00'40"	5.438	—	—
11	208°01'	33.825	—	—
12	356°00'45"	2.48	—	—
13	262°55'40"	0.828	—	—
14	264°38'	62.82	62.825	914.4
15	288°14'40"	8.15	—	—
16	173°39'20"	37.713	—	—
17	8°31'20"	38.735	—	—
18	88°55'20"	5.24	—	—
19	303°27'20"	26.38	—	—

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
20	176°26'40"	3.106	—	—
21	20°56'40"	3.109	—	—
22	38°08'40"	3.105	—	—
23	69°40'45"	2.73	—	—
24	341°13'20"	2.73	—	—
25	176°41'55"	2.73	—	—
26	353°06'25"	24.8	24.88	89.5
27	11°01'20"	24.87	25.075	79.5
28	46°38'30"	18.88	17.295	18.659
29	85°36'40"	3.106	—	—
30	119°38'40"	3.108	—	—
31	145°56'55"	3.195	—	—
32	157°33'20"	3.22	—	—
33	129°30'25"	3.22	—	—
34	101°27'00"	3.22	—	—
35	137°40"	72.465	72.78	320.0



SURVEYORS (PRACTICE) REGULATION 1998 CLAUSE 32(2)

MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	ZONE	CLASS	ORDER	CSF
SSM 76506	318 878.902	6 255 732.857	56/1	B	2	0.999999
SSM 76507	319 867.431	6 255 833.811	56/1	B	2	1.000000
PM 88573	320 222.238	6 256 437.404	56/1	B	2	0.999991
TS 10625	334 333.171	6 250 784.155	56/1	A	U	N/A

SOURCE: S.C.I.M.S. 4-12-00

(A) EASEMENT FOR SEWER 3.05, 4.57 & 6.095 WIDE (L.452256)

(B) EASEMENT FOR STORMWATER DRAINAGE 3.06 WIDE – (M.379282) (D.P.230263)

(C) LEASE OF SUBSTATION No703 WITH EASEMENT FOR ELECTRICITY PURPOSES AND RIGHT OF WAY – (O.106919)

(D) EASEMENT FOR OIL PIPELINE VARIABLE WIDTH WIDE D.P.285314

(E) PROPOSED DRAINAGE EASEMENT 3.05 WIDE (D.P.228372)

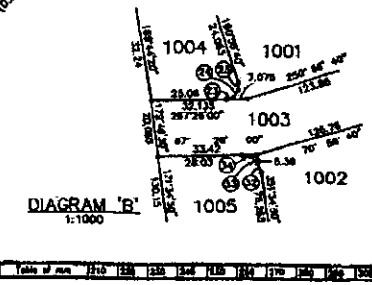


DIAGRAM 'B'
1:1000

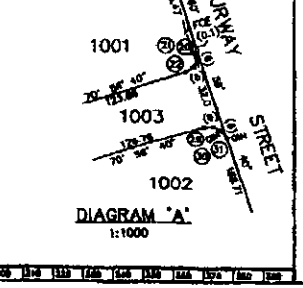


DIAGRAM 'A'
1:1000

DP1040571

Registered: 19.8.2002

C.A:

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U0052-54°, 52°

Last Plan: D.P.1013590

PLAN OF SUBDIVISION OF LOT 101 IN D.P.1013590

Lengths are in metres. Reduction Ratio 1 : 2500

L.G.A: PARRAMATTA

Suburb/Locality: ERMINGTON

Parish: FIELD OF MARS

County: CUMBERLAND

This is sheet 1 of my plan in sheets (Sheets 2 to inclusive).

Survey Certificate

I, RICHARD RODERICK LOOKLEY of RICHARD LOOKLEY & ASSOCIATES PO BOX 498 BLACKSHELL 1825

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey to which this plan relates was completed on 18-10-2001

this survey relates to LOT 101 IN D.P.1013590

Plans used in preparation of survey/compilation

DP 213158	DP 233006
DP 285314	DP 36566
DP 228372	DP 216201
DP 532925	DP 230263
DP 109686	DP 225225
	DP 1013590

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PLAN AROUND M.A.P. ST. CRYSTAL BRIDGE ST. 2-2-2001

MP PERMANENT

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R309185 /Doc:DP 1040571 P /Rev:21-Aug-2002 /Sta:BO.OK /Prt:02-Oct-2014 16:59 /Pgs:ALL /Seq:1 of 1
Ref:L145807 /Scr:W

H K 444487 Ft

Form: 01TO
Release: 2·1

TRANSFER GRANTING EASEMENT ETC OVER OWN LAND

New South Wales
Section 46A Real Property Act 1900

AK433971T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

Servient Tenement	Dominant Tenement
306/1175644	305/1175644

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
115F	LLPN: 123055K Colin Biggers & Paisley Pty Ltd Level 42, 2 Park Street, Sydney NSW 2000 Reference: RRE.DPW.149248	TO

(C) **REGISTERED PROPRIETOR**

of both the dominant and the servient tenements referred to at (A)
PAYCE AE2 - III PTY LIMITED ACN 161 536 152

(D) **DESCRIPTION**

of the easement
See Annexure "A" being an easement for flood management system registered over 306/1175644 (whole of lot).

Authorised to Order
R Edwards
25/5/16

(E) **MORTGAGE / CHARGE / COVENANT CHARGE (if any)**

affecting the servient / dominant tenement referred to at (A)

Number	Torrens Title	Type of Instrument	Mortgagee / chargee / covenant chargee
See Annexure "B"			

(F) **AN EASEMENT**

The abovementioned registered proprietor of both the dominant and the servient tenements referred to above hereby grants out of the servient tenement and appurtenant to the dominant tenement in the terms specified above at (D).

RELODGED
27 MAY 2016
TIME: 3.00

(G) **DATE**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company:
Authority:

Signature of authorised person:

Name of authorised person:
Office held:

Signature of authorised person:

Name of authorised person:
Office held: SEE PAGE NO. 4

I certify that I am an eligible witness and that the person signing opposite signed this dealing in my presence. [See note* below].

Signature of witness:

Name of witness:
Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the person named below who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name:
Signing on behalf of: SEE PAGE NO. 5
Power of attorney-Book:
-No.:

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

Annexure A to Transfer Granting Easement Over Own Land

Deed Poll

This document is a deed poll. It is given by PAYCE AE2 - III Pty Limited ACN 161 536 152 in favour of the Grantee. The Grantee has the benefit of this document and can enforce it even though it is not a party to this document. The Grantee is bound by this document.

Terms

(a) Subject to the terms of this Easement, the Grantor grants full, free and unimpeded right to the Grantee to access the Flood Management System situated on the Lot Burdened for the purpose of replacing, maintaining and repairing the Flood Management System.

(b) In exercising its powers granted under this Easement, the Grantee must:

(i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(ii) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and

(iii) make good any damage caused by the Grantee.

(c) The Grantee acknowledges that the Grantor has the right to continue to use the Lot Burdened in any manner that does not prevent the exercise of the rights of the Grantee under this Easement.

(d) In accordance with section 88BA of the Conveyancing Act 1919 the Grantor is burdened with the obligation to maintain and repair the Flood Management System situated on the Lot Burdened.

(e) The Grantor covenants with the Grantee that they will replace, maintain and repair the Flood Management System situated on the Lot Burdened so that the Flood Management System is operational and in good working order at all times.

(f) The Grantor and the Grantee covenant with each other that they will contribute to the reasonable cost of replacement, maintenance and repair of the Flood Management System situated on the Lot Burdened in equal shares.

(g) If the Lot Burdened is or becomes a Strata Scheme, the terms of the Easement attach to the Common Property for the Strata Scheme and not to any lot within the Strata Scheme.

(h) If the Lot Benefited is or becomes a Strata Scheme, the terms of the Easement attach to the Common Property for the Strata Scheme and not to any lot within the Strata Scheme.

(i) In this deed, unless the contrary intention appears, the following terms have the following meanings:

(i) **Common Property** is as defined in the Strata Schemes Management Act 1996 (NSW).

(ii) **Easement** includes any easement, covenant, positive covenant or restriction on use created in this deed.

(iii) **Flood Management System** means all pipes, poles, wires, cables, conduits, structures and equipment required for the purpose of flood management as detailed in the Flood Emergency Detailed Response Plan approved by Council in accordance with DA/770/2013 installed now or at any time in the future on the Lot Burdened.

All parties to sign

(iv) **Grantee** means:

(A) the registered proprietor of the Lot Benefited; or

(B) if, from time to time, a Strata Scheme exists in respect of the Lot Benefited, the Owners Corporation in respect of that Strata Scheme.

(v) **Grantor** means:

(A) the registered proprietor of the Lot Burdened; or

(B) if, from time to time, a Strata Scheme exists in respect of the Lot Burdened, the Owners Corporation in respect of that Strata Scheme.

(vi) **Lot Benefited** means:

(A) the whole or any part of lot 305 in DP1175644; or

(B) if the whole or any part of the Lot Benefited is or becomes a Strata Scheme, the Common Property for the Strata Scheme and not any lot within the Strata Scheme.

(vii) **Lot Burdened** means:

(A) the whole or any part of lot 306 in DP1175644; or

(B) if the whole or any part of the Lot Burdened is or becomes a Strata Scheme, the Common Property for the Strata Scheme and not any lot within the Strata Scheme.

(viii) **Owners Corporation** is as defined in the Strata Schemes Management Act 1996 (NSW).

(ix) **Strata Plan** means a strata plan registered under the Strata Schemes (Freehold Development) Act 1973 (NSW).

(x) **Strata Scheme** is as defined in the Strata Schemes Management Act 1996 (NSW).

(j) The word "includes" in any form is not a word of limitation.

(k) An obligation of two or more persons binds them jointly and severally.

(l) Each Easement contained within this deed is a covenant and agreement between:

(i) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and

(ii) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment.

(m) Each Grantor and Grantee is bound by, and must comply with, the terms of each relevant Easement.

(n) This deed is governed by the laws of NSW.

All parties to sign

Grantor

Signed sealed and delivered as a deed poll.

Signed by PAYCE AE2 - III Pty Limited ACN 161 536 152 under s.127(1) of the *Corporations Act 2001*	sign	sign
	DIRECTOR	SECRETARY
	office (director)	office (director or secretary)
	BRIAN BOYD	BRIAN BAILISDN
	full name	full name

Mortgagees

Certified correct for the purposes of the *Real Property Act 1900* by the Mortgagee
Signed by Tomoji Nakao
as attorney for **Bank of Tokyo-Mitsubishi UFJ, Ltd ABN 75 103 418 882**
under power of attorney Book 4671 No. 149

Signature

By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.

Signature of Witness

Rie VAARNELA
Address of Witness
Level 24, 1 Macquarie Place Sydney NSW 2000
S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Signed by **SH EMT WEST DEVELOPMENT PTY LIMITED ACN 166 103 519** under s.127(1) of the *Corporations Act 2001*

sign	sign
office (director)	office (director or secretary)
full name	full name

Signed by **AE2 - WEST 2 PTY LTD ACN 166 520 387** under s.127(1) of the *Corporations Act 2001*

sign	sign
DIRECTOR	SECRETARY
office (director)	office (director or secretary)
BRIAN BOYD	BRIAN BAILISDN
full name	full name

Mortgagees.

Certified correct for the purposes of the *Real Property Act 1900* by the Mortgagee
Signed by
as attorney for **Bank of Tokyo-Mitsubishi UFJ, Ltd ABN 75 103 418 882**
under power of attorney Book 4671 No. 149

Signature

By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.

Signature of Witness

Address of Witness

S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Signed by **SH EMT WEST DEVELOPMENT PTY LIMITED ACN 166 103 519** under s.127(1) of the *Corporations Act 2001*	sign	sign
	director	Secretary
	office (director)	office (~~director~~ or secretary)
	Masakatsu Yoshida	**Kohji Fukano**
	full name	full name
~~Signed by AE2 - WEST 2 PTY LTD ACN 166 520 387~~ under s.127(1) of the *Corporations Act 2001*	sign	sign
	DIRECTOR	SECRETARY
	office (director)	office (director or secretary)
	BRIAN BOYD	BRIAN BAILISDN
	full name	full name

Annexure B to Transfer Granting Easement Over Own Land

Number	Torrens Title	Type of Instrument	Mortgagee
AI854852	305/1175644 & 306/1175644	Mortgage	THE BANK OF TOKYO- MITSUBISHI UFJ, LTD ABN 75 103 418 882
AI363403	306/1175644	Mortgage	SH EMT WEST DEVELOPMENT PTY LIMITED ACN 166 103 519 & AE2 - WEST 2 PTY LTD ACN 166 520 387

All parties to sign

Film with

MUFG

The Bank of Tokyo-Mitsubishi UFJ, Ltd.
ABN 75 103 418 882
AFS Licence No. 234561
Level 26, 1 Macquarie Place
Sydney NSW 2000 Australia
T: +61-2-9296-1111
F: +61-2-9247-4266

5014
30/5

31 May 2016

AK404469

The Registrar General
Land and Property Information
Queens Square
SYDNEY NSW 2000

Dear Registrar General

Mortgagee: Bank of Tokyo - Mitsubishi UFJ, LTD
Dealing References: AK430561, AK433971 & AK439858
Property: Folio Identifiers 305/1175644 & 306/1175644

The Bank of Tokyo-Mitsubishi UFJ, Ltd, mortgagee under registered mortgage number AI854852, authorise the use of:

1. the certificate of title folio identifier 305/1175644 to register dealing numbers AK430561 and AK433971; and

2. the certificate of title folio identifier 306/1175644 to register dealing numbers AK433971 and AK439858.

Alan Vo
Officer
Japanese Corporate Banking Department

RELODGED
31 MAY 2016
TIME: 12-50

A member of MUFG, a global financial group

404469

Form: 01TG
Release: 3·1

TRANSFER
GRANTING EASEMENT

New South Wales
Real Property Act 1900

AK439858G

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

Servient Tenement	Dominant Tenement
306/1175644	An easement in gross pursuant to S88A of the Conveyancing Act 1919

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
115F	~~LTS LOCKLEY~~ ~~LOCKED BAG 3 GORDON NSW 2072~~ ~~PH: 02 9499 9805~~ COLIN BIGGERS & PAISLEY, SOLICITORS LEVEL 42, 2 PARK STREET, SYDNEY DX 280 SYDNEY PHONE: (02) 8281 4555 LLPN: 129066K	TG
	Reference: ~~40958-12511BMT~~ RRE:15052	

(C) TRANSFEROR

Payce AE2 - III Pty Ltd ACN 32 161 536 152

(D) The transferor acknowledges receipt of the consideration of $ 1.00

and transfers and grants—

(E) DESCRIPTION OF EASEMENT

Easement for padmount substation 5 Wide shown as (B) in Annexure 'B'and incorporating terms setout in Annexure "A".

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) TRANSFEREE

Endeavour Energy ABN 59 293 130 878 (UML6704)

RELODGED
27 MAY 2016
TIME: 3.00

DATE

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: Payce AE2 - III Pty Ltd
Authority: s127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: Brian BOYD
Office held: Director

Signature of authorised person:
Name of authorised person: BRIAN BARRISON
Office held: SECRETARY

Our seals
Amanda M Edwards
25/5/16

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence. [See note* below].

Signature of witness:
Name of witness: Deborah Pears
Address of witness: c/- 51 Huntingwood Drive Huntingwood NSW 2148

Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:
Attorney's name: Helen Smith
Signing on behalf of: MGR PROPERTY & FLEET ENDEAVOUR ENERGY
Power of attorney-Book: 4693
-No.: 329

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

TRANSFER GRANTING EASEMENT
ANNEXURE "A"

TORRENS TITLE	Servient Tenement	Dominant Tenement
	306/1175644	Easement in Gross

TRANSFEROR	Payce AE2- III Pty Ltd - ACN 32 161 536 152
EASEMENT	Easement for Padmount Substation 5 wide shown as (B) in Annexure B and incorporating the terms set out in Annexure A
TRANSFEREE	Endeavour Energy ABN 59 293 130 878 (Ref UML 6704)

1 The transferee may:

1.1 install electrical equipment within the easement site,

1.2 excavate the easement site to install the electrical equipment.

1.3 use the electrical equipment for the transmission of electricity,

1.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

1.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

1.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

2 In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

3 The transferor agrees that it will not:

3.1 install or permit to be installed any services or structure within the easement site, or

3.2 alter the surface level of the easement site, or

3.3 do or permit to be done anything that restricts access to the easement site by the authority benefited

without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

4 The transferee will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the servient tenement.

....
Transferor Transferee

x Brian Bailison

TRANSFER GRANTING EASEMENT
ANNEXURE "A" (cont'd)

TORRENS TITLE	Servient Tenement	Dominant Tenement
	306/1175644	Easement in Gross
TRANSFEROR	Payce AE2 – III Pty Ltd - ACN 32 161 536 152	
EASEMENT	Easement for Padmount Substation 5 wide shown as (B) in Annexure B and incorporating the terms set out in Annexure A	
TRANSFEREE	Endeavour Energy ABN 59 253 130 878 (Ref UML 6704)	

5 Definitions:

5.1 **easement site** means that part of the lot burdened that is affected by this easement.

5.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.

5.3 **Install** includes construct, repair, replace, maintain, modify, use, and remove.

5.4 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

5.5 **structure** includes building, wall, retaining wall, carport, driveway, fence, and swimming pool; but excludes garden furniture and garden ornament.

5.6 **transferee** means Endeavour Energy and its successors (who may exercise its rights by any persons authorised it).

5.7 **transferor** means the registered proprietor of the servient tenement and its successors (including those claiming under or through the transferor).

6 Lessee of Endeavour Energy's Distribution System

6.1 Notwithstanding any other provision in this easement, the owner grants to Endeavour Energy the easement and acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

6.2 The owner must do all things reasonably necessary to ensure any such lessee and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

....
Transferor Transferee

Y Brian Baliver

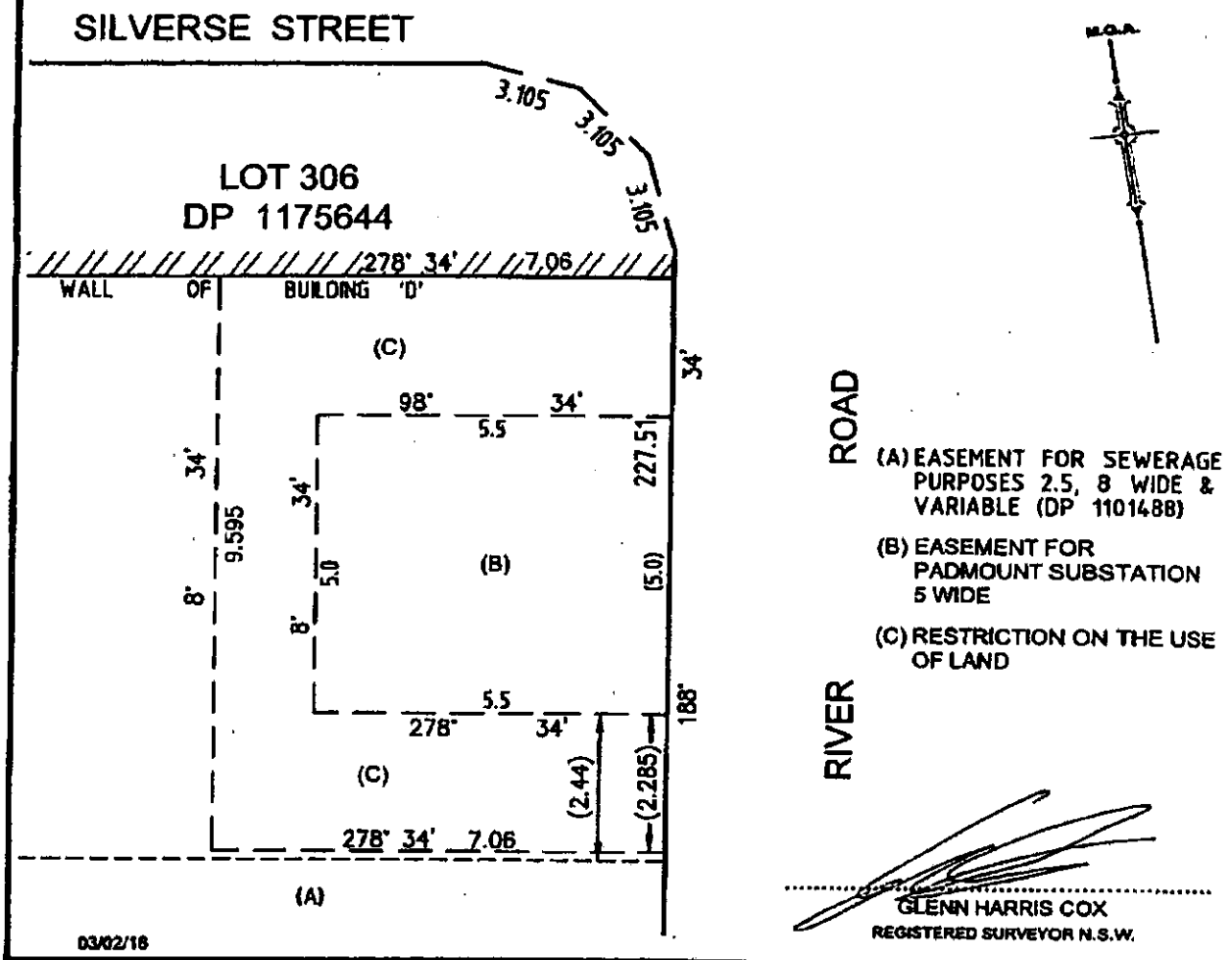
L.G.A: PARRAMATTA
LOCALITY: ERMINGTON

PLAN

ANNEXURE "B"

SHOWING SUBSTATION PREMISES No.34486 & 34487
EASEMENT FOR PADMOUNT SUBSTATION AND RESTRICTION ON THE USE OF LAND
WITHIN C.T. FOLIO IDENTIFIER 306/1175644

PARISH OF FIELD OF MARS - COUNTY OF CUMBERLAND
REDUCTION RATIO 1:100



SIGNATURES AND SEALS OF PARTIES

PAYCE AE2 - III PTY LTD

BRIAN BOYD
DIRECTOR
x Brian Boyd

BANK OF TOKYO MITSUBISHI UFJ PTY LTD

SIGNATURE OF ATTORNEY
NAME OF ATTORNEY
ON BEHALF OF BANK OF TOKYO MITSUBISHI UFJ PTY LTD
POWER OF ATTORNEY BOOK 4171 NO. 149

Tomoji Nakao

LTB LOCKLEY REF.42511EMT

TRANSFER GRANTING EASEMENT
ANNEXURE "C"

TORRENS TITLE	Servient Tenement	Dominant Tenement
	306/1175844	Easement in Gross
TRANSFEROR	Payce AE2- III Pty Ltd - ACN 32 161 536 152	
EASEMENT	Easement for Padmount Substation 5 wide shown as (B) in Annexure B and incorporating the terms set out in Annexure A	
	Endeavour Energy ABN 59 293 130 878 (Ref UML 6704)	

MORTGAGEE CONSENTS

Bank of Tokyo-Mitsubishi UFJ Ltd ABN 75 103 418 882

The mortgagee under dealing AI 854852 consents to this easement.

I certify that the attorney for the mortgagee, who is personally known to me or as to whose identify I am otherwise satisfied, signed in my presence:

Signature of Witness ..... Signature of Attorney .....

Name of Witness Rie VAARNELA Name of Attorney Tomoji Nakao

Address of Witness Level 24 - Gateway 1 Macquarie Place, Sydney On Behalf of: Bank of Tokyo-Mitsubishi UFJ Pty Ltd
Power of Attorney: Book 4671 No. 149

SH EMT West Development Pty Ltd ACN 166 103 519

Executed by SH EMT West Development Pty Ltd in accordance with Section 127 of the Corporations Act.

Signature of Director ..... Signature of Secretary .....

Name of Director Toru Abe Name of Secretary Kohji Fukano

AE2-West Pty Ltd ACN 166 520 387

Executed by AE2-West Pty Ltd in accordance with Section 127 of the Corporations Act.

Signature of Director ..... Signature of Secretary .....

Name of Director Brian Boyd Name of Secretary BRIAN BALLSON

Form: 13RPA
Release: 3·1

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

New South Wales
Section 88E(3) Conveyancing Act 1919

AK439859E

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE: 306/1175644

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
115F	~~DTC LOCKLEY~~ LOCKED BAG 5 GORDON NSW 2072 PH: ~~02 9499 9805~~ Reference: ~~40038*42511REB~~ LRE:151052	COLIN BIGGERS & PAISLEY, SOLICITORS LEVEL 42, 2 PARK STREET, SYDNEY DX 280 SYDNEY PHONE: (02) 8281 4555 LLPN: 129068K RV

(C) REGISTERED PROPRIETOR: Of the above land
Payce AE2 - III Pty Ltd ACN 32 161 536 152

(D) LESSEE MORTGAGEE or CHARGEE: Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AI854852	The Bank of Tokyo-Mitsubishi UFJ Ltd
Mortgage	AI363403	SH EMT West Development Pty Ltd & AE2-West Pty Ltd

(E) PRESCRIBED AUTHORITY: Within the meaning of section 88E(1) of the Conveyancing Act 1919
ENDEAVOUR ENERGY - ABN 59 293 130 878 REFERENCE - UML 6704

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: Pears
Name of witness: Deborah Pears
Address of witness: C/- 51 HUNTINGWOOD DR HUNTINGWOOD NSW 2148

Signature of authorised officer:
Name of authorised officer: HELEN SMITH
Position of authorised officer: MGR PROPERTY & FLEET ENDEAVOUR ENERGY

Authorised by Annual Return 25/5/16

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: PAYCE AE2 - III PTY LTD
Authority: s 127 ~~Exact (2)~~ Corporations Act 2001

Signature of authorised person:
Name of authorised person: BRIAN BOYD
Office held: DIRECTOR

Signature of authorised person:
Name of authorised person: BRIAN BALLESON
Office held: SECRETARY

See Annexure 'C' for mortgagees consent

(H) The mortgagee under mortgage No. agrees to be bound by this restriction.
I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:
Name of witness:
Address of witness:

Signature of mortgagee:

RELODGED
27 MAY 2016
1303
TIME: 3.00

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY
ANNEXURE "A"

TORRENS TITLE	Servient Tenement	
	308/1175644	
REGISTERED PROPRIETOR	Payce AE2- III Pty Ltd - ACN 32 161 536 152	
RESTRICTION	Restriction on the Use of Land shown as (C) in Annexure "B"	
PRESCRIBED AUTHORITY	ENDEAVOUR ENERGY ABN 59 293 130 878 Ref: UML 6704	

1.0 No building shall be erected or permitted to remain within the restriction site unless:

1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and

1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the prescribed authority with an engineer's certificate to this effect.

2.0 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

3.0 Definitions:

3.1 **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

3.2 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.

3.3 **"erect"** includes construct, install, build and maintain.

3.4 **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land shown as (C) in Annexure B.

4.0 <u>Lessee of Endeavour Energy's Distribution System</u>

4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

....

Registered Proprietor Prescribed Authority

x

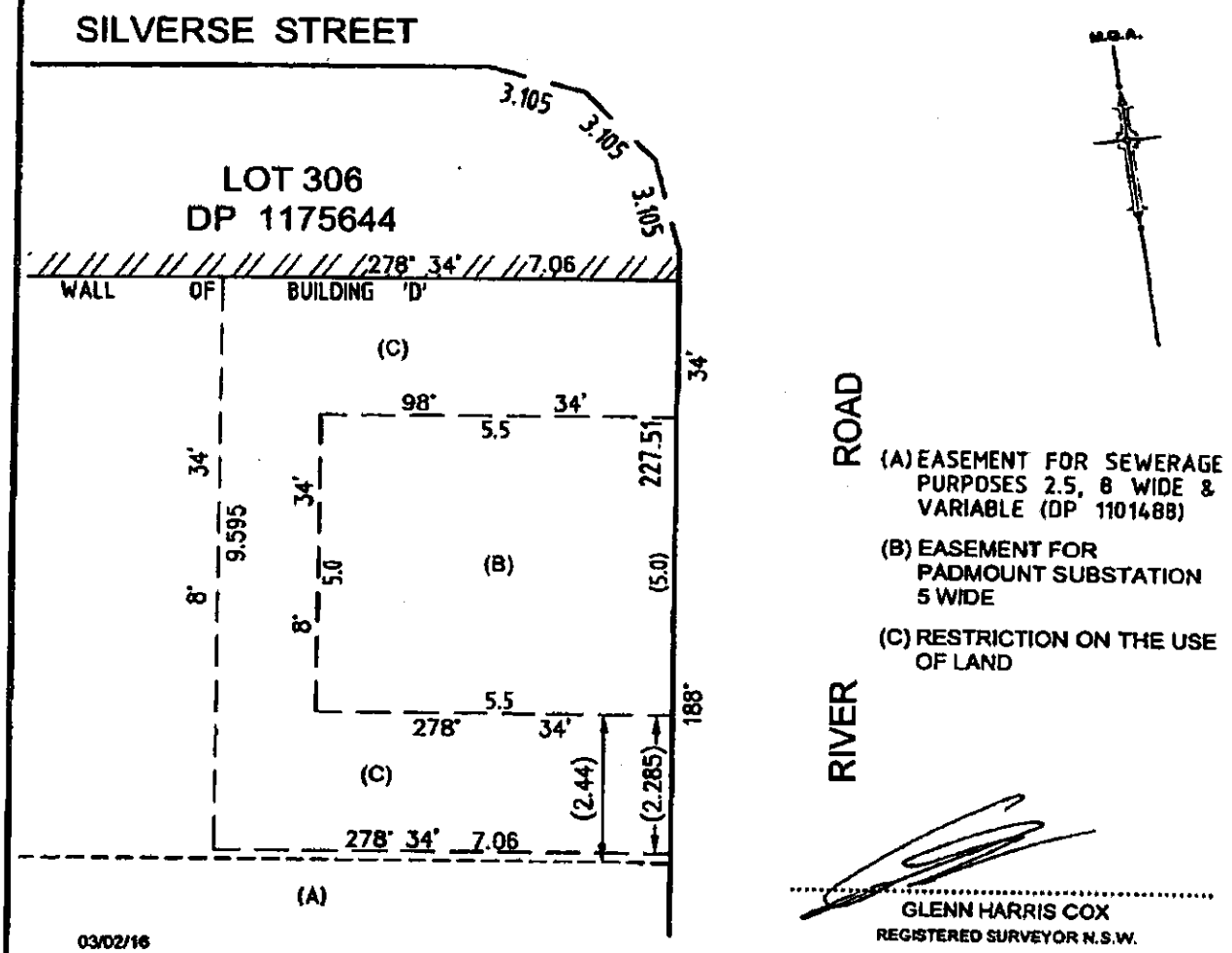
L.G.A: PARRAMATTA
LOCALITY: ERMINGTON

PLAN

ANNEXURE "B"

SHOWING SUBSTATION PREMISES No.34486 & 34487
EASEMENT FOR PADMOUNT SUBSTATION AND RESTRICTION ON THE USE OF LAND
WITHIN C.T. FOLIO IDENTIFIER 306/1175644

PARISH OF FIELD OF MARS - COUNTY OF CUMBERLAND
REDUCTION RATIO 1:100



GLENN HARRIS COX
REGISTERED SURVEYOR N.S.W.

SIGNATURES AND SEALS OF PARTIES

PAYCE AE2 - 3II PTY LTD

BRIAN BOYD
DIRECTOR

BANK OF TOKYO MITSUBISHI UFJ PTY LTD

SIGNATURE OF ATTORNEY
NAME OF ATTORNEY
ON BEHALF OF BANK OF TOKYO MITSUBISHI UFJ PTY LTD
POWER OF ATTORNEY BOOK 4671
NO. 199

Tomoji Nakao

LTS LOGKLEY REF.42511RES

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY
ANNEXURE "C"

TORRENS TITLE	Servient Tenement	
	306/1175644	
REGISTERED PROPRIETOR	Payce AE2- III Pty Ltd - ACN 32 161 536 152	
RESTRICTION	Restriction on the Use of Land shown as (C) in Annexure "B"	
PRESCRIBED AUTHORITY	ENDEAVOUR ENERGY ABN 59 293 130 878 Ref: UML 6704	

MORTGAGEE CONSENTS

Bank of Tokyo – Mitsubishi UFJ Ltd ABN 103 418 882

The mortgagee under dealing AI854852 agrees to be bound by this restriction. I certify that the attorney for the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed in my presence.

Signature of witness..... Signature of Attorney.....
Name of witness.....Rie VAARNELA..... Name of Attorney.....Tomoji Nakao.....
Address of witness.....Level 24 Gateway..... On behalf of: Bank of Tokyo – Mitsubishi UFJ Pty Ltd
1 Macquarie Place, Sydney..... Power of Attorney: Book 4671 No 149

SH EMT West Development Pty Ltd ACN166 106 519

The mortgagee under dealing AI363403 agrees to be bound by this restriction.

Executed by SH EMT West Development Pty Ltd in accordance with Section 127 of the Corporations Act.

Signature of Director..... Signature of Secretary.....
Name of Director.....Tom Abe..... Name of Secretary.....Kohji Fukano.....

AE2 – West Pty Ltd CAN 166 520 387

The mortgagee under dealing AI363403 agrees to be bound by this restriction.

Executed by AE2 - West Development Pty Ltd in accordance with Section 127 of the Corporations Act.

Signature of Director..... Signature of Secretary.....
Name of Director.....BRIAN BOWEN..... Name of Secretary.....BRIAN BAWSON.....

Ref:145907 /Src:M
Form: 01TG
Licence: 01-06-015
Licensee: Colin Biggers & Paisley Pty Ltd
Release: 3.1

TRANSFER GRANTING EASEMEI

New South Wales
Real Property Act 1900

AK731941R

nal

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authori. required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

Servient Tenement	Dominant Tenement
306/1175644	4007/1207710

(B) LODGED BY

Document Collection Box	Name, Address or DX and Telephone	CODE
115F	LLPN: 123055 K COLIN BIGGERS & PAISLEY PTY LTD LEVEL 42, 2 PARK STREET, SYDNEY DX 280 SYDNEY; TEL: 8281 4555 Reference: RRE.145907	TG

(C) TRANSFEROR

PAYCE AE2 - III PTY LIMITED ACN 161 536 152

(D) The transferor acknowledges receipt of the consideration of $1 and transfers and grants

(E) DESCRIPTION OF EASEMENT

Easement for flood management system (whole of lot) described in annexure "A"

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) TRANSFEREE

PAYCE AE2 - I PTY LIMITED ACN 161 536 205

DATE 06 / 08 / 2016
dd mm yyyy

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company:
Authority:

See page 4

Signature of authorised person:

Name of authorised person:
Office held:

Signature of authorised person:

Name of authorised person:
Office held:

Certified correct for the purposes of the Real Property Act 1900 on behalf of the transferee by the person whose signature appears below.

Signature: See page 4

Signatory's name:
Signatory's capacity:

* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

JUMTJPME4T

1303

Annexure A to Transfer Granting Easement

Deed Poll

This document is a deed poll. It is given by PAYCE AE2 - III Pty Limited ACN 161 536 152 in favour of the Grantee. The Grantee has the benefit of this document and can enforce it even though it is not a party to this document. The Grantee is bound by this document.

Terms

(a) Subject to the terms of this Easement, the Grantor grants full, free and unimpeded right to the Grantee to access the Flood Management System situated on the Lot Burdened for the purpose of replacing, maintaining and repairing the Flood Management System.

(b) In exercising its powers granted under this Easement, the Grantee must:

(i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(ii) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and

(iii) make good any damage caused by the Grantee.

(c) The Grantee acknowledges that the Grantor has the right to continue to use the Lot Burdened in any manner that does not prevent the exercise of the rights of the Grantee under this Easement.

(d) In accordance with section 88BA of the Conveyancing Act 1919 the Grantor is burdened with the obligation to maintain and repair the Flood Management System situated on the Lot Burdened.

(e) The Grantor covenants with the Grantee that they will replace, maintain and repair the Flood Management System situated on the Lot Burdened so that the Flood Management System is operational and in good working order at all times.

(f) The Grantor and the Grantee covenant with each other that they will contribute to the reasonable cost of replacement, maintenance and repair of the Flood Management System situated on the Lot Burdened in equal shares.

(g) If the Lot Burdened is or becomes a Strata Scheme, the terms of the Easement attach to the Common Property for the Strata Scheme and not to any lot within the Strata Scheme.

(h) If the Lot Benefited is or becomes a Strata Scheme, the terms of the Easement attach to the Common Property for the Strata Scheme and not to any lot within the Strata Scheme.

(i) In this deed, unless the contrary intention appears, the following terms have the following meanings:

(i) **Common Property** is as defined in the Strata Schemes Management Act 1996 (NSW).

(ii) **Easement** includes any easement, covenant, positive covenant or restriction on use created in this deed.

(iii) **Flood Management System** means all pipes, poles, wires, cables, conduits, structures and equipment required for the purpose of flood management as detailed in the Flood Emergency Detailed Response Plan approved by Council in accordance with DA/770/2013 installed now or at any time in the future on the Lot Burdened.

(iv) **Grantee** means:

(A) the registered proprietor of the Lot Benefited; or

(B) if, from time to time, a Strata Scheme exists in respect of the Lot Benefited, the Owners Corporation in respect of that Strata Scheme.

(v) **Grantor** means:

(A) the registered proprietor of the Lot Burdened; or

(B) if, from time to time, a Strata Scheme exists in respect of the Lot Burdened, the Owners Corporation in respect of that Strata Scheme.

(vi) **Lot Benefited** means:

(A) the whole or any part of lot 4007 in DP1207710; or

(B) if the whole or any part of the Lot Benefited is or becomes a Strata Scheme, the Common Property for the Strata Scheme and not any lot within the Strata Scheme.

(vii) **Lot Burdened** means:

(A) the whole or any part of lot 306 in DP1175644; or

(B) if the whole or any part of the Lot Burdened is or becomes a Strata Scheme, the Common Property for the Strata Scheme and not any lot within the Strata Scheme.

(viii) **Owners Corporation** is as defined in the Strata Schemes Management Act 1996 (NSW).

(ix) **Strata Plan** means a strata plan registered under the Strata Schemes (Freehold Development) Act 1973 (NSW).

(x) **Strata Scheme** is as defined in the Strata Schemes Management Act 1996 (NSW).

(j) The word "includes" in any form is not a word of limitation.

(k) An obligation of two or more persons binds them jointly and severally.

(l) Each Easement contained within this deed is a covenant and agreement between:

(i) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and

(ii) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment.

(m) Each Grantor and Grantee is bound by, and must comply with, the terms of each relevant Easement.

(n) This deed is governed by the laws of NSW.

Signed sealed and delivered as a deed poll.

Grantor

Signed by **PAYCE AE2 - III Pty Limited ACN 161 536 152** under s.127(1) of the *Corporations Act 2001*

sign	sign
DIRECTOR	DIRECTOR
office (director)	office (director or secretary)
WILL MORGAN	DOMINIC SULLIVAN
full name	full name

Grantee

Signed by **PAYCE AE2 - I Pty Limited ACN 161 536 205** under s.127(1) of the *Corporations Act 2001*

sign	sign
DIRECTOR	DIRECTOR
office (director)	office (director or secretary)
WILL MORGAN	DOMINIC SULLIVAN
full name	full name

Mortgagee

Certified correct for the purposes of the *Real Property Act 1900* by the Mortgagee
Signed by Tomoji Nakao
as attorney for **Bank of Tokyo-Mitsubishi UFJ, Ltd ABN 75 103 418 882**
under power of attorney Book 4671 No. 149

Signature

By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.

Signature of Witness

Level 24, Gateway, 1 Macquarie Place
Sydney NSW 2000
Address of Witness

S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Mortgagees

Signed by **SH EMT WEST DEVELOPMENT PTY LIMITED ACN 166 103 519** under s.127(1) of the *Corporations Act 2001*	sign	sign
	Director	Secretary
	office (director)	office (director or secretary)
	Toru Abe	**Kohji Fukano**
	full name	full name
Signed by **AE2 - WEST 2 PTY LTD ACN 166 520 387** under s.127(1) of the *Corporations Act 2001*	sign	sign
	DIRECTOR	DIRECTOR
	office (director)	office (director or secretary)
	WILL MORGAN	DOMINIC SULLIVAN
	full name	full name

Form: 01TO
Licence: 01-06-015
Licensee: Colin Biggers & Paisley Pty Ltd
Release: 2.1

TRANSFER GRANTING EASEMENT ETC OVER OWN LAND
New South Wales
Section 46A Real Property Act 1900

AK864771W

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

Servient Tenement	Dominant Tenement
306/1175644 Not prod ?	4006/1207710 cl c SP 94128

(B) LODGED BY.

Document Collection Box	Name, Address or DX and Telephone	CODE
115F	LLPN: 123055 K COLIN BIGGERS & PAISLEY PTY LTD LEVEL 42, 2 PARK STREET, SYDNEY DX 280 SYDNEY; TEL: 8281 4555 Reference: BBM:145907	TO

(C) REGISTERED PROPRIETOR

of both the dominant and the servient tenements referred to at (A)
PAYCE AE2 - III PTY LIMITED ACN 161 536 152

(D) DESCRIPTION

of the easement

Easement for flood management system over 306/1175644 (whole of lot) described in annexure "A"

(E) MORTGAGE / CHARGE / COVENANT CHARGE (if any)

affecting the servient / dominant tenement referred to at (A)

Number	Torrens Title	Type of Instrument	Mortgagee / Chargee / covenant charge
AI854852 ~~AI363403~~	306/1175644 & 4006/1207710 ~~306/1175644~~	Mortgage ~~Mortgage~~	Bank of Tokyo - Mitsubishi UFJ, Ltd ABN 75 103 418 882 ~~SH EMT West Development Pty Limited ACN 166 103 519 & AE2 - West 2 Pty Ltd ACN 166 520 987~~

(F) The abovementioned registered proprietor of both the dominant and the servient tenements referred to above hereby grants an easement out of the servient tenement and appurtenant to the dominant tenement in the terms specified above at (D).

DATE _____ / _____ / _____
dd mm yyyy

(G) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company:
Authority:

Signature of authorised person:

Name of authorised person:
Office held:

See page 4

Signature of authorised person:

Name of authorised person:
Office held:

Certified correct for the purposes of the Real Property Act 1900 on behalf of the transferee by the person whose signature appears below.

Signature: **See page 4**

Signatory's name:
Signatory's capacity:

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

Annexure A to Transfer Granting Easement

Deed Poll

This document is a deed poll. It is given by PAYCE AE2 - III Pty Limited ACN 161 536 152 in favour of the Grantee. The Grantee has the benefit of this document and can enforce it even though it is not a party to this document. The Grantee is bound by this document.

Terms

(a) Subject to the terms of this Easement, the Grantor grants full, free and unimpeded right to the Grantee to access the Flood Management System situated on the Lot Burdened for the purpose of replacing, maintaining and repairing the Flood Management System.

(b) In exercising its powers granted under this Easement, the Grantee must:

(i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(ii) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and

(iii) make good any damage caused by the Grantee.

(c) The Grantee acknowledges that the Grantor has the right to continue to use the Lot Burdened in any manner that does not prevent the exercise of the rights of the Grantee under this Easement.

(d) In accordance with section 88BA of the Conveyancing Act 1919 the Grantor is burdened with the obligation to maintain and repair the Flood Management System situated on the Lot Burdened.

(e) The Grantor covenants with the Grantee that they will replace, maintain and repair the Flood Management System situated on the Lot Burdened so that the Flood Management System is operational and in good working order at all times.

(f) The Grantor and the Grantee covenant with each other that they will contribute to the reasonable cost of replacement, maintenance and repair of the Flood Management System situated on the Lot Burdened in equal shares.

(g) If the Lot Burdened is or becomes a Strata Scheme, the terms of the Easement attach to the Common Property for the Strata Scheme and not to any lot within the Strata Scheme.

(h) If the Lot Benefited is or becomes a Strata Scheme, the terms of the Easement attach to the Common Property for the Strata Scheme and not to any lot within the Strata Scheme.

(i) In this deed, unless the contrary intention appears, the following terms have the following meanings:

(i) **Common Property** is as defined in the Strata Schemes Management Act 1996 (NSW).

(ii) **Easement** includes any easement, covenant, positive covenant or restriction on use created in this deed.

(iii) **Flood Management System** means all pipes, poles, wires, cables, conduits, structures and equipment required for the purpose of flood management as detailed in the Flood Emergency Detailed Response Plan approved by Council in accordance with DA/770/2013 installed now or at any time in the future on the Lot Burdened.

(iv) **Grantee** means:

(A) the registered proprietor of the Lot Benefited; or

(B) if, from time to time, a Strata Scheme exists in respect of the Lot Benefited, the Owners Corporation in respect of that Strata Scheme.

(v) **Grantor** means:

(A) the registered proprietor of the Lot Burdened; or

(B) if, from time to time, a Strata Scheme exists in respect of the Lot Burdened, the Owners Corporation in respect of that Strata Scheme.

(vi) **Lot Benefited** means:

(A) the whole or any part of lot 4006 in DP1207710; or

(B) if the whole or any part of the Lot Benefited is or becomes a Strata Scheme, the Common Property for the Strata Scheme and not any lot within the Strata Scheme.

(vii) **Lot Burdened** means:

(A) the whole or any part of lot 306 in DP1175644; or

(B) if the whole or any part of the Lot Burdened is or becomes a Strata Scheme, the Common Property for the Strata Scheme and not any lot within the Strata Scheme.

(viii) **Owners Corporation** is as defined in the Strata Schemes Management Act 1996 (NSW).

(ix) **Strata Plan** means a strata plan registered under the Strata Schemes (Freehold Development) Act 1973 (NSW).

(x) **Strata Scheme** is as defined in the Strata Schemes Management Act 1996 (NSW).

(j) The word "includes" in any form is not a word of limitation.

(k) An obligation of two or more persons binds them jointly and severally.

(l) Each Easement contained within this deed is a covenant and agreement between:

(i) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and

(ii) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment.

(m) Each Grantor and Grantee is bound by, and must comply with, the terms of each relevant Easement.

(n) This deed is governed by the laws of NSW.

Signed sealed and delivered as a deed poll.

Registered Proprietor

Signed by **PAYCE AE2 - III Pty Limited ACN 161 536 152** under s.127(1) of the *Corporations Act 2001*

sign

DIRECTOR

office (director)

BRIAN BOYD

full name

sign

DIRECTOR

office (director or ~~secretary~~)

WILL MORGAN

full name

Mortgagee

Certified correct for the purposes of the *Real Property Act 1900* by the Mortgagee **Signed by** Tomoji Nakao as attorney for **Bank of Tokyo-Mitsubishi UFJ, Ltd ABN 75 103 418 882** under power of attorney Book 4671 No. 149

Signature

By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.

Signature of Witness Rie VAARNELA

Level 24 Gateway
1 Macquarie Place Sydney NSW 2000

Address of Witness

S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Form: 13RPA
Licence: 01-06-041
Licensee: Colin Biggers & Paisley Pty Ltd
Release: 3.1

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

New South Wales
Sections 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional

AK940637D

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Re required by this form for the establishment and maintenance of the Real Property Act the Register is made available to any person for search upon payment of a fee, if any

(A) TORRENS TITLE: 306/1175644 -

(B) LODGED BY

Document Collection Box	Name, Address or DX and Telephone	CODE
115F	LLPN: 123055 K COLIN BIGGERS & PAISLEY PTY LTD LEVEL 42, 2 PARK STREET, SYDNEY DX 280 SYDNEY; TEL: 8281 4555 Reference: BBM:145907	RV

(C) REGISTERED PROPRIETOR: of the above land
PAYCE AE2 - III PTY LTD ACN 161 536 152

(D) LESSEE MORTGAGEE or CHARGEE: of the above land agreeing to be bound by this restriction

Interest	Number	Name of lessee, mortgagee or chargee
Mortgage	AI854852	The Bank of Tokyo- Mitsubishi UFJ, Ltd

(E) PRESCRIBED AUTHORITY: Within the meaning of section 88E(1) of the Conveyancing Act 1919
CITY OF PARRAMATTA COUNCIL

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 17 / 11 / 2016
dd mm yyyy

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: Eva Cosentino
Name of witness: EVA COSENTINO
Address of witness: 126 CHURCH ST PARRAMATTA

Signature of authorised officer:
Name of authorised officer: MARK LEOTTA
Position of authorised officer: MANAGER-DEVELOPMENT & TRAFFIC

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: PAYCE AE2 - III PTY LTD ACN 161 536 152
Authority: s127 Corporations ~~Act 2001~~

Signature of authorised person:
Name of authorised person: WILL MORGAN
Office held: DIRECTOR

Signature of authorised person:
Name of authorised person: DOMINIC SULLIVAN
Office held: DIRECTOR

(H) The mortgagee under mortgage No. AI854852 agrees to be bound by this restriction. I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:
Name of witness: RIE VAARNELA
Address of witness: Level 24. Gateway
1 Macquarie Place
Sydney NSW 2000

Signature of mortgagee:
See page 2

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
JUN7Z5F3YY

1303

Annexure "A" to Restriction on the Use of Land by a Prescribed Authority

Property Address: 64-72 River Road, Ermington NSW 2115
Lot No. 306; DP1175644

Dated: 17/11/2016

Terms of Restriction on the Use of Land

The registered proprietor(s) shall not make or permit or suffer the making of any alterations to any on-site stormwater detention system which is constructed on the lot(s) burdened without the prior consent in writing of City of Parramatta Council. The expression "on-site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins & surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage. Any on-site stormwater detention system constructed on the lot(s) burdened is hereafter referred to as "the system". The on-site stormwater detention system as detailed on the plans approved by Geoff Smith, of Vic Lilli & Partners as Construction Certificate number J150026E on 14 July 2016. A copy of this Construction Certificate is held on Council File No. DA 770/2013.

Name of Authority having the power to release vary or modify the above mentioned Restriction is City of Parramatta Council.

Mortgagee

Certified correct for the purposes of the *Real Property Act 1900* by the Mortgagee **The Bank of Tokyo- Mitsubishi UFJ, Ltd**
Signed by **Tomoji Nakao**
as attorney for under power of attorney
Book 4671 No. 149

Signature

By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.
I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.

Signature of Witness

Rie VAARNELA

Name of Witness

Level 24. Gateway 1 Macquarie Place Sydney NSW. 2000

Address of Witness

S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

City of Parramatta Council

Approved by the City of Parramatta Council

MARK LEOTTA

Authorised person (print)

Signed by PAYCE AE2 - III PTY LTD

Director

Secretary DIRECTOR

JUN7Z5F3YY

Form: 13PC
Licence: 01-08-037
Licensee: Colin Biggers & Paisley Pty Ltd
Release: 3.1

POSITIVE COVENANT

New South Wales
Sections 88E(3) Conveyancing Act 1919

AK940638B

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the F required by this form for the establishment and maintenance of the Real Property Ac the Register is made available to any person for search upon payment of a fee, if any

(A) TORRENS TITLE: 306/1175644

(B) LODGED BY

Document Collection Box	Name, Address or DX and Telephone	CODE
115F	LLPN: 123055 K COLIN BIGGERS & PAISLEY PTY LTD LEVEL 42, 2 PARK STREET, SYDNEY DX 280 SYDNEY; TEL: 8281 4555 Reference: BBM:145907	PC

(C) REGISTERED PROPRIETOR: PAYCE AE2 - III PTY LTD ACN 161 536 152

(D) LESSEE MORTGAGEE or CHARGEE

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AI854852	The Bank of Tokyo- Mitsubishi UFJ, Ltd

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919
CITY OF PARRAMATTA COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant set out in annexure "A" hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 17 / 11 / 2016
dd mm yyyy

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: Eva Cosentino
Name of witness: EVA COSENTINO
Address of witness: 126 CHURCH ST PARRAMATTA

Signature of authorised officer:
Name of authorised officer: MARK LEOTTA
Position of authorised officer: MANAGER - DEVELOPMENT & TRAFFIC

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: PAYCE AE2 - III PTY LTD ACN 161 536 152
Authority: s127 Corporations Act 2001

Signature of authorised person:
Name of authorised person: WILL MORRISON
Office held: DIRECTOR

Signature of authorised person:
Name of authorised person: DOMINIC SULLIVAN
Office held: DIRECTOR

(H) **Consent of the mortgagee**

The mortgagee under mortgage AI854852, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence:

Signature of witness:
Name of witness: Rie VAARNELA
Address of witness: Level 24. Gateway Macquarie Place Sydney.

Signature of mortgagee:

See Page 4

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure "A" to Positive Covenant (13PC)

Property Address: 64-72 River Road, Ermington NSW 2115
Lot No. 306; DP1175644

Dated: 17/11/2016

1. Terms of Positive Covenant

1.1 The registered proprietor of the lot hereby burdened will in respect of the system:

(a) Keep the system clean & free from silt, rubbish & debris.

(b) Maintain & repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe & efficient manner.

(c) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at anytime & without notice in the case of an emergency) to enter & inspect the land for compliance with the requirements of this covenant.

(d) Comply with the terms of any written notice by the Council in respect of the requirements of this covenant within the time stated in the notice.

1.2 Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

(a) In the event of the registered proprietors failing to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials & equipment & carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in Part 1(d) above.

(b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:

(1) any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expenses shall include reasonable wages for the Council's employees engaged in effecting the said work, supervising and administrating the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.

(2) Legal costs on an indemnity basis for issue of the said notices & recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

City of Parramatta Council	PAYCE AE2 - III PTY LTD	Mortgagee
Signature of Authorised Person	Director	Signature of Attorney
MARK LEOTTA	~~Secretary~~ DIRECTOR	Tomoji Nakao
Authorised person (print)		Print Name of Attorney

1.3 This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purposes of this covenant "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Geoff Smith, of Vic Lilli & Partners as Construction Certificate number J150026E on 14th July 2016, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File No. DA 770/2013.

2. Terms of Positive Covenant for the pump system

2.1 The registered proprietor covenants as follows with the Council in respect to the "Pump System" installed on land (which includes pumps, holding tank, delivery lines and electrical works) shown on the plans approved by Council No. DA 770/2013.

The registered proprietor will:

(a) Keep the pump system clean & free from silt, rubbish & debris.

(b) Maintain renew and repair the whole or parts of the pump system so that it functions in a safe and efficient manner, and in doing so, complete the same within the time and in the manner specified in written notice issued by the Council.

(c) Carry out the matters referred to in paragraphs (a) and (b).

(d) Make no alterations to the pump system of elements thereof without prior consent in writing to the Council.

(e) Permit the Council or its authorized agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the pump system for compliance with the requirements of this clause.

(f) Comply with the terms of any written notice by the Council in respect of the requirements of this covenant within the time stated in the notice.

2.2 In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in clause 2.1 the Council or its authorised agents may enter with any necessary equipment and carry out any work required to ensure the safe and efficient operation of the pump system and recover from the registered proprietor the cost of carrying out the work and, if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Name of the Authority having the power to release vary or modify the above mentioned Positive Covenant is City of Parramatta Council.

City of Parramatta Council	PAYCE AE2 - III PTY LTD	Mortgagee
Signature of Authorised Person	Director	Signature of Attorney
MARK LEOTTA	~~Secretary~~ DIRECTOR	Tomoji Nakao
Name of Authorised person (print)		Name of Attorney (Print)

Mortgagee

Certified correct for the purposes of the *Real Property Act 1900* by the Mortgagee **The Bank of Tokyo- Mitsubishi UFJ, Ltd**
Signed by Tomoji Nakao
as attorney for under power of attorney
Book 4671 No. 149

Signature

By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.
I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.

Signature of Witness

Rie VAARNELA

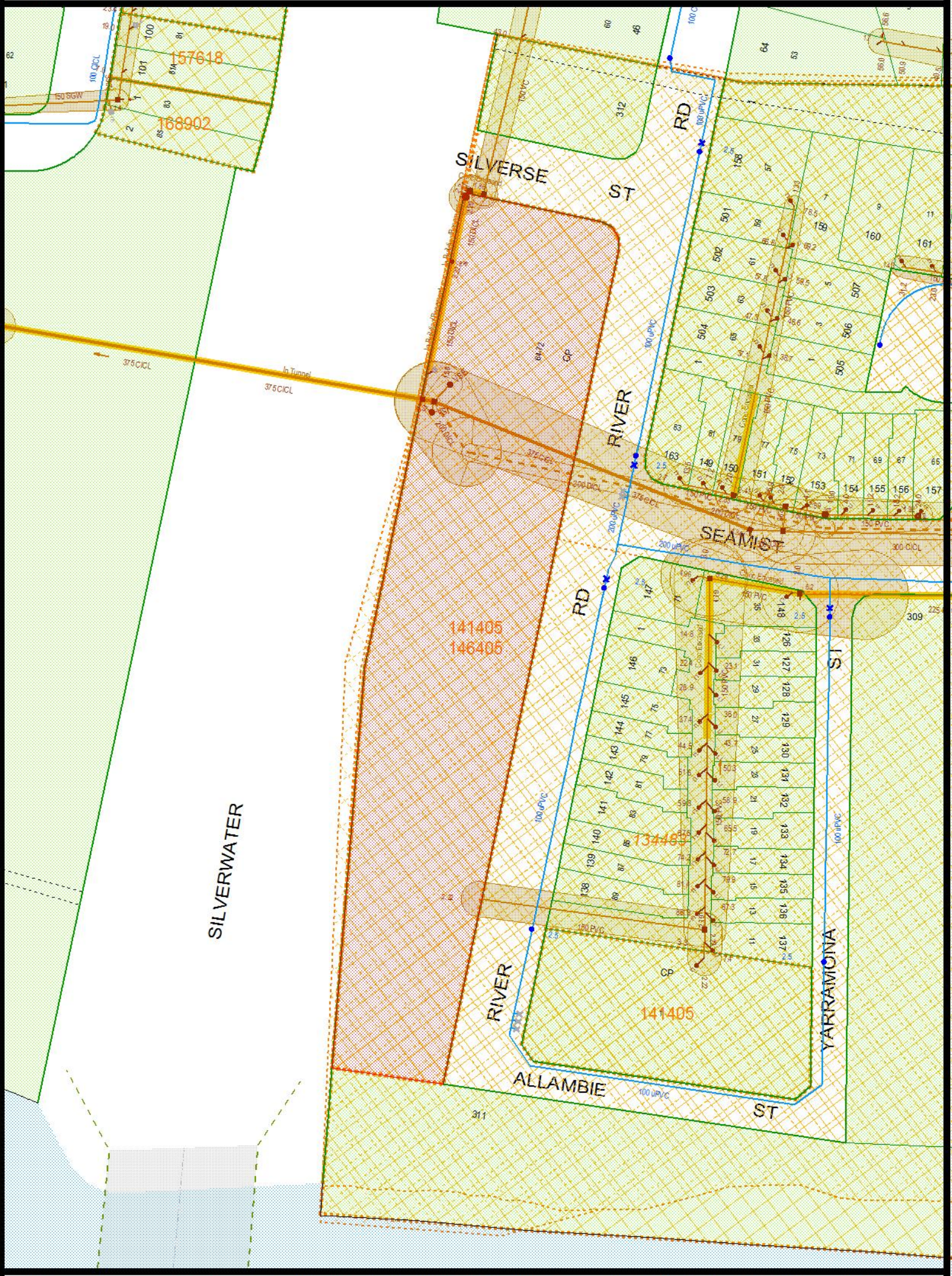
Name of Witness

Level 24 Gateway. 1 Macquarie Place Sydney NSW 2000

Address of Witness

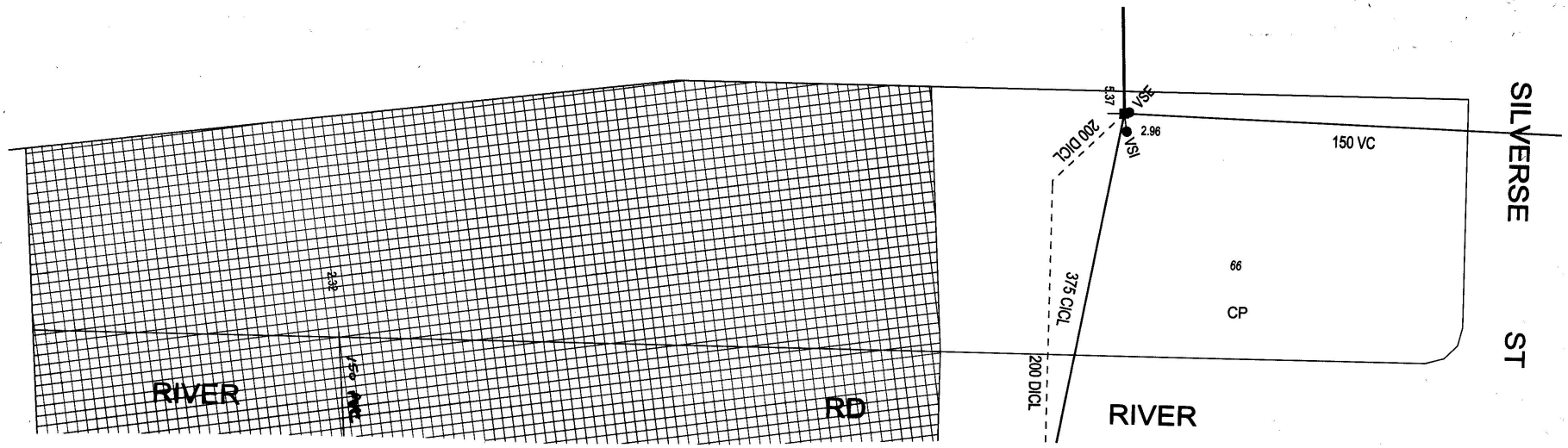
S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Application No. 10610848 Created on Dec 14, 2020 4:07:22 PM



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Application No. 106108849



SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

	Manhole	P	P. Trap
Chr	Chamber	R	Reflux Valve
L.H.	Lamphole		Cleaning Eye
	Boundary Trap	Vert	Vertical Pipe
	Inspection Shaft	IP	Induct Pipe
Plt	Plt	IMF	Mica Flap
G	Grease Interceptor	RP	Rodding Point
	Gully		Sloped Junction
TMS	Terminal Maint. Shaft		Vertical Junction
MS	Maintenance Shaft		On back Junction

INDICATES - PLUMBING FIXTURES & FITTINGS

CO	Clean Out	Bid	Bidet
O v	Vent Pipe	S	Shower
T	Tubs	DW.	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

O sv	Soil Vent Pipe	O ws	Waste Stack

E	ELEC.
	Pump Unit
	Boundary Valve
PRV	Boundary Valve with PRV
A	Alarm Control Panel
	LP Stop Valve
	LP Air Valve
	LP Reducer
	HSV Flow Monitor
	Vacuum Chamber
FP	Flushing Point

SYDNEY WATER SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF PARRAMATTA SUBURB OF ERMINGTON

Scale : Approx 1:500 Distances / depths in metres pipe diametres in millimetres Boundary Trap NO

Where the Sewer is not available and a special inspection is involved theBoard accepts no responsibility for the suitability of the drainage in relationto the eventual position of the Board's Sewer. The existence and position ofthe Board's Sewers, stormwater channels, pipes, mains and structuresshould be ascertained by inspection of records available at Board's Business Offices (Section 33 of the Board's Act). position of strucures boundaries sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in position and type occur from amendment to these plans. Discrepancies in position and typeof drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised

NOTE : This Diagram only indicates availability of a Sewer and anysewerage service shown as existing in Board's records (By- Law 8 Clause 3)

A3 SIZE DIAGRAM

SSD 7029755

Connection Date

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Created on Dec 14, 2020 4:07:22 PM

Enquiry ID	3378270
Agent ID	112176669
Issue Date	14 Dec 2020
Correspondence ID	1717117814
Your reference	P1473

SAI GLOBAL PROPERTY DIVISION PTY LTD
GPO Box 5420
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S94414/180	Unit 523, 68 RIVER RD ERMINGTON 2115	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?
A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?
A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?
Under section 47 of the *Land Tax Management Act 1956,* land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?
A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?
A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds
The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details

Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au

1300 139 816*

Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

CITY OF PARRAMATTA

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

Certificate No: 2020/6844

Fee: $53.00

Issue Date: 16 December 2020

Receipt No: 6237044

Applicant Ref: SAI:139432

DESCRIPTION OF LAND

Address: 523/68 River Road
ERMINGTON NSW 2115

Lot Details: Lot 180 SP 94414

SECTION A

The following Environmental Planning Instrument to which this certificate relates applies to the land:

Parramatta Local Environmental Plan 2011

For the purpose of **Section 10.7(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:

The land is zoned: R4 High Density Residential PLEP2011

Zone R4 - High Density Residential (Parramatta Local Environmental Plan 2011)

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act, 1979.
NOTE: This table is an excerpt from Parramatta Local Environmental Plan 2011 and must be read in conjunction with and subject to the other provisions of that instrument, and in force at that date.

Zone R4 High Density Residential

1 Objectives of zone
• To provide for the housing needs of the community within a high density residential environment.
• To provide a variety of housing types within a high density residential environment.
• To enable other land uses that provide facilities or services to meet the day to day needs of residents.
• To provide opportunity for high density residential development close to major transport nodes, services and employment opportunities.
• To provide opportunities for people to carry out a reasonable range of activities from their homes if such activities will not adversely affect the amenity of the neighbourhood.

2 Permitted without consent
Home occupations

3 Permitted with consent
Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Water recycling facilities

4 Prohibited
Pond-based aquaculture; Tank-based aquaculture; Any other development not specified in item 2 or 3

SECTION B
State Policies and Regional Environmental Plans
The land is also affected by the following State Environmental Planning Policies (SEPP) and Regional Environmental Plans (SREP):

State Environmental Planning Policy (SEPP) (Coastal Management) 2018
State Environmental Planning Policy (SEPP) No.19 - Bushland in Urban Areas
State Environmental Planning Policy (SEPP) No.21 - Caravan Parks
State Environmental Planning Policy (SEPP) No.33 -Hazardous and Offensive Development
State Environmental Planning Policy (SEPP) No.55 - Remediation of Land
State Environmental Planning Policy (SEPP) No.64 - Advertising and Signage
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.
State Environmental Planning Policy (SEPP) No.70 -Affordable Housing (Revised Schemes)
State Environmental Planning Policy (SEPP) (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (SEPP) (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (SEPP) (State Significant Precincts) 2005
State Environmental Planning Policy (SEPP) (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (SEPP) (Infrastructure) 2007
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (SEPP) (Affordable Rental Housing) 2009
State Environmental Planning Policy (SEPP) (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (SEPP) (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (SEPP) (Concurrences) 2018
State Environmental Planning Policy (SEPP) (Primary Production and Rural Development) 2019

Sydney Regional Environmental Plan (SREP) No.9 (No.2) - Extractive Industries
Sydney Regional Environmental Plan (SREP) – (Sydney Harbour Catchment) 2005

DRAFT State Environmental Planning Policy to amend State Environmental Planning Policy (SEPP) (Sydney Region Growth Centres) 2006 – Amendment to include the Greater Parramatta Priority Growth Area as a Growth Centre
DRAFT State Environmental Planning Policy (Draft SEPP) – Environment

N.B. All enquiries as to the application of Draft State Environmental Planning Policies should be directed to The NSW Department of Planning, Industry and Environment.

Draft Local Environmental Plan
The land is affected by a Draft Local Environmental Plan which has been placed on Public Exhibition and has not yet been published. The Draft Local Environmental Plan is described below.

Planning Proposal – Draft Parramatta Local Environmental Plan 2020 (Harmonisation LEP)
This land is affected by a planning proposal seeking to create a single consolidated Local Environmental Plan (LEP) that will apply to the whole City of Parramatta Local Government Area (LGA). The new LEP will replace five (5) existing LEPs where they apply to land within the Parramatta LGA. These include:

- *Auburn Local Environmental Plan 2010*
- *Holroyd Local Environmental Plan 2013*
- *Hornsby Local Environmental Plan 2013*
- *Parramatta Local Environmental Plan 2011*
- *Parramatta (former The Hills) Local Environmental Plan 2012*

The new Parramatta LEP will create a common set of objectives, land use tables and provisions for all land within the LGA. This will result in some changes to the current planning controls applying to certain areas, including:

- Changes to land uses permitted in certain areas, because of the creation of a common set of land use tables.
- Prohibiting dual occupancy developments in certain locations.
- A minimum lot size of 600sqm and frontage to a public road of 15 metres development standards for Dual Occupancies or Manor Houses where they are permitted;
- Changes to height and FSR controls applying to residential zones – these include:
    - applying a FSR of 0.5:1 to R2 Low Density Residential zoned land and a FSR of 0.6:1 to R3 Medium Density Residential zoned land in the Parramatta (former The Hills) LEP 2012 and Hornsby Council LEP 2013 (where none currently applies);
    - reducing the FSR from 0.75:1 to 0.6:1 applying to R3 Medium Density Residential zoned land in Silverwater;
    - increasing the height limit from 8.5 metres to 9 metres applying to R2 Low Density Residential zoned land in the Hornsby Council LEP 2013;
    - applying a 11 metre height limit to R3 Medium Density Residential zoned land in the Parramatta (former The Hills) LEP 2012, Hornsby LEP 2013 and Auburn LEP 2010;
    - applying a FSR control to R4 High Density Residential zoned land in the former Parramatta (former The Hills) LEP 2012, Hornsby LEP 2013 and Auburn LEP 2010 (where none is currently applied); and,
    - A limited number of targeted site-specific changes associated with changes of zoning or to address anomalies.

- Applying a 550sqm minimum subdivision lot size to residential land (except R2 Low Density Residential zoned land in the Parramatta (former The Hills) LEP 2012, which will retain the existing 700sqm requirement)
- Mapping of additional Biodiversity Land and Riparian Land and Waterways
- A limited number of changes to the zoning of some sites to address inconsistencies and anomalies across current land use plans, this includes:
    - Removing the R1 General Residential zone, and rezoning this land to R4 High Density Residential or R3 Medium Density Residential;
    - Rezoning all public bushland reserves to E2 Environmental Conservation;
    - Rezoning some R3 Medium Density Residential zoned land in Northmead, North Rocks and Carlingford to R2 Low Density Residential; and,
    - Rezoning existing lawful places of public worship in the former Parramatta Council area from SP1 Special Activities to R2 Low Density Residential.

Further information on the Planning Proposal for the new Parramatta Local Environmental Plan (LEP) can be found at: *www.cityofparramatta.nsw.gov.au/planningharmonisation* or by contacting Council

Please note. Council is separately progressing a number of planning proposals relating to specific sites in the LGA. The intention is that, should these site-specific planning proposals be finalised before the new consolidated LEP is made, the respective amendments to planning controls will be carried over into the new LEP and the Harmonisation Planning Proposal will be updated as needed.

Proposed Zoning Draft Parramatta LEP 2020
The land is proposed to be zoned in the in the Draft Parramatta LEP 2020:

R4 High Density Residential PLEP2020

Proposed Zone R4 High Density Residential (Draft Parramatta LEP 2020)

Note: *The following land use table is an excerpt from the Draft Parramatta Local Environmental Plan 2020 (Harmonisation LEP) document exhibited on 31 August 2020 and must be read in conjunction with and subject to other provisions of that draft instrument.*

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide opportunity for high density residential development close to major transport nodes, services, employment opportunities and open space.
- To provide opportunities for people to carry out a reasonable range of activities from their homes if such activities will not adversely affect the amenity of the neighbourhood.

2 Permitted without consent
Home occupations

3 Permitted with consent
Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation

facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; School-based child care; Semi-detached dwellings; Seniors housing; Shop top housing; Water recycling facilities

4 Prohibited
Pond-based aquaculture; Tank-based aquaculture; Any other development not specified in item 2 or 3

Development Control Plan
The land is affected by Parramatta Development Control Plan 2011.

The Minister for Planning has issued directions that provisions of an EPI do not apply to certain Part 4 development where a concept plan has been approved under Part 3A.

Development Standards
The land is affected by a minimum lot size of 600 square metres for a Dual Occupancy under Clause 6.11 of the Parramatta Local Environmental Plan 2011.

The land is affected by a minimum lot size of 550 square metres on the Minimum Lot Size map of Parramatta Local Environmental Plan 2011.

Development Contribution Plan
The Parramatta Section 94A Development Contributions Plan (Amendment No. 5) applies to the land.

Heritage Item/Heritage Conservation Area
An item of environmental heritage is not situated on the land.

The land is not located in a heritage conservation area.

Road Widening
The land is not affected by road widening or road realignment under:
(a) Division 2 of Part 3 of the Roads Act 1993.
(b) Any Environmental Planning Instrument.
(c) Any Resolution of Council.

Land Reservation Acquisition
The land is not affected by Land Reservation Acquisition in Parramatta Local Environmental Plan 2011.

Site Compatibility Certificate (Seniors Housing, Infrastructure and Affordable Rental Housing)
At the date of issue of this certificate Council is not aware of any
a. Site compatibility certificate (affordable rental housing),
b. Site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments),
c. Site compatibility certificate (seniors housing)
in respect to the land issued pursuant to the Environmental Planning & Assessment Amendment (Site Compatibility Certificates) Regulation 2009 (NSW).

Contamination
Matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed:

Clause 59(2)(a) - is the land to which the certificate relates is significantly contaminated land?
NO

Clause 59(2)(b) - is the land to which the certificate relates is subject to a management order?
NO

Clause 59(2)(c) - is the land to which the certificate relates is the subject of an approved voluntary management proposal?
NO

Clause 59(2)(d) - is the land to which the certificate relates is subject to an ongoing maintenance order?
NO

Clause 59(2)(e) - is the land to which the certificate relates is the subject of a site audit statement?
YES
The land **is affected** by the matters contained in Clause 59(2) (e) as amended in the Contaminated Land Management Act 1997 – as listed.

Council has been furnished with a site audit statement by a site auditor in relation to this site and advises:

(e) that the land to which the certificate relates is the subject of a site audit statement

Tree Preservation
The land is subject to Section 5.4 Preservation of Trees or Vegetation in Parramatta Development Control Plan 2011.

Council has not been notified of an order under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

Coastal Protection
Has the owner (or any previous owner) of the land been consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?
NO

Council Policy
Council has not adopted a policy to restrict the development of the land by reason of the likelihood of projected sea level rise (coastal protection), tidal inundation, subsidence or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre.

Mine Subsidence
The land is not affected by the Coal Mine Subsidence Compensation Act 2017 proclaiming land to be a Mine Subsidence District.

Bushfire Land
The land is not bushfire prone land.

Threatened Species
The Environment Agency Head with responsibility for the Biodiversity Conservation Act 2016 has not advised Council that the land includes or comprises an area of outstanding biodiversity value.

Biodiversity certified land
The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Note. *Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.*

Biodiversity stewardship sites
The Chief Executive of the Office of Environment and Heritage has not notified the Council if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

Native vegetation clearing set asides
Council has not been notified of the land containing a set aside area under section 60ZC of the Local Land Services Act 2013.

Property vegetation plans
Council has not been notified of the existence of the property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 on the land.

Paper Subdivision information
The land is not subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot. A subdivision order does not apply to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning and Assessment Regulation 2000.

Loose-Fill Asbestos Register
Council has not been notified by NSW Fair Trading of the property being listed on the loose-fill asbestos insulation register maintained by the Secretary of NSW Fair Trading.

Site verification certificates
Council is not aware of whether there is a current site verification certificate in respect of the land.

Affected Building Notices and Building Product Rectification Orders
Council is not aware of whether there is any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land.

Note: ***affected building notice*** has the same meaning as in the *Building Products (Safety) Act 2017.* ***building product rectification order*** has the same meaning as in the *Building Products (Safety) Act 2017.*

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Note: This does not constitute a Complying Development Certificate under section 4.27 of the Environmental Planning and Assessment Act 1979

The following information only addresses whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of **Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that complying development is permissible on the land.

Other land exemptions within of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict complying development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant complying development provisions for the land. Failure to comply with these provisions may mean that a Complying Development Certificate is invalid.

Housing Code; Low Rise Housing Diversity Code; Rural Housing Code

Complying Development pursuant to the Housing Code, Low Rise Housing Diversity Code and Rural Housing Code **may not** be carried out on the land or part of the land. The land is affected by specific land exemptions under **Clause 1.17A or Clause 1.18 (1) (c3) or Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land exemptions are:

- Part of the land is within an environmentally sensitive area
  (Land Exemption Clause 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008)

Commercial and Industrial (New Buildings and Additions) Code

Complying Development pursuant to Commercial and Industrial (New Buildings and Additions) Code **may not** be carried out on the land or part of the land. The land is affected by specific land exemptions under **Clause 1.17A or Clause 1.18 (1) (c3) or Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land exemptions are:

- Part of the land is within an environmentally sensitive area
  (Land Exemption Clause 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008)

Housing Alterations Code; General Development Code; General Commercial and Industrial (Alterations) Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code

Complying Development pursuant to the Housing Alterations Code, General Development Code, General Commercial and Industrial (Alterations) Code, Container Recycling Facilities Code, Subdivision Code, Demolition Code and Fire Safety Code **may not** be carried out on the land or part of the land. The land is affected by specific land exemptions under **Clause 1.17A or Clause 1.18 (1) (c3) or Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land exemptions are:

- Part of the land is within an environmentally sensitive area
  (Land Exemption Clause 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008)

SPECIAL NOTES

The land is identified as Class 3 on the Acid Sulfate Soils map. Refer to Clause 6.1 of Parramatta Local Environmental Plan 2011.

The land is identified as Class 5 on the Acid Sulfate Soils map. Refer to Clause 6.1 of Parramatta Local Environmental Plan 2011.

Applicants for Sections 10.7 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.

Brett Newman
Chief Executive Officer

per

dated 16 December 2020