

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 72996117	NSW DAN:
vendor's agent	Morton Real Estate 7 2 Archibald Avenue WATERLOO NSW 2017		Phone: 1300 858 221 Fax: 02 8424 9988 Ref: Calvin Chan
co-agent			
vendor	SHAOZHENG YU 307 136 Ross St GLEBE NSW 2037		
vendor's solicitor	Capitalwise Conveyancing Suite 1.04 Level 1 222 Pitt Street SYDNEY NSW 2000 PO Box A2068, Sydney South NSW 1235		Phone: 0403 578 900 Fax: (02) 9290 2688 Ref: 131822
date for completion	42 days after the contract date	(clause 15)	Email: dany@capitalwise.com.au
land	328/5 VERMONT CRES RIVERWOOD NSW 2210		
(Address, plan details and title reference)	LOT 133 IN STRATA PLAN 96606 133/SP96606		
	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> 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	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$
balance	\$
contract date	(10% of the price, unless otherwise stated) (if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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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 *GSTRW payment*
(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 *RW 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):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input checked="" type="checkbox"/> 32 property certificate for strata common property <input checked="" type="checkbox"/> 33 plan creating strata common property <input checked="" type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to off the plan contract Other <input type="checkbox"/> 59
Home Building Act 1989 <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover	
Swimming Pools Act 1992 <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	

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

Whelan Property Group
 Ph: 02 9219 4111

PO Box 75, Strawberry Hills NSW 2012
 Email: strata@whelanproperty.com.au

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.

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.

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.

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 Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 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.

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 –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> 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.

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- 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.

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;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any 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 –

- 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.

- 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.

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;

- 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.

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 earned 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 –

- 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

- 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*.

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

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

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*.

ADDITIONAL CONDITIONS IN CONTRACT FOR SALE OF LAND BETWEEN

(Vendor/s) and

(Purchaser / s)

The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

1. Completion of this matter shall take place on or before 4.00pm within the time provided for in clause 15 herein. Should completion not take place within that time, then the vendor shall be at liberty to issue a Notice to Complete calling for the purchaser to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the vendor as being deemed reasonable and sufficient to render the time for completion essential. The vendor shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime. The vendor shall be entitled to recover the fee of \$220.00 (GST inclusive) from the purchaser to cover the cost for issuing such Notice.
2. The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:
 - a) The time of dispatch is not before 5pm (Sydney time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place: or
 - b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.
3. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as ten percent (10%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and

liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

4. The Purchaser must pay to the vendor at completion, in addition to other moneys payable under this contract; the sum of \$110.00 if completion, through no fault of the vendor, does not take place on the day appointed for completion, after the vendor has provided to the Purchaser details of the settlement cheques that are required to be given at completion.
5. The property together with the improvements thereon is sold in its present state of repair and conditions and the purchaser acknowledges that he buys the property rely on his own inspection, knowledge and enquiries and that he does not rely on any warranties or representations, made to him by or on behalf of the vendor except as may be expressed in this agreement or deemed to be included in this contract by virtue of the provisions of section 52A(2)(b) of the Conveyancing Act, 1919.
6. Each party authorizes his solicitor, conveyancer or any employee or agent of such solicitor or conveyance to make alterations, additions or amendments to this contract (including the addition of annexure to the contract) after signing of this contract up until the date of exchange of this contract as agent for that party. Any such alteration, addition or amendment shall be binding upon the party whose solicitor or employee or agent of such solicitor effected such alteration, addition or amendment.
7. If this contract is subject to a cooling off period, the vendor may, by notice served on the purchaser within 7 days from the expiry of the cooling off period, elect to extend the completion date by the number of days from the contract date (not including that day) to the date upon which the contract becomes unconditional (including that day).
8. At least one day before completion of the contract, the purchaser or their representative must provide to the vendor or their representative an Order on the agent authorizing release of the deposit to the vendor on completion of the contract. The vendor shall hold such order in escrow and shall be authorized to serve the order on agent after the matter has settled. This clause also apply to an amended Order on the Agent.
9. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.
10. The Purchaser warrants that he has not been introduced to the property other than by the Vendor's agents specified above, and this clause will not merge upon completion.
11. A sufficient statement of the Vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.

12. Notwithstanding anything else herein contained, the deposit or any part of the deposit as the Vendor may require shall be released to the Vendor or as the Vendor may direct for the sole purpose of a deposit, stamp duty, paying the outgoing mortgagee on settlement or the balance of purchase monies on the purchase of Real Estate, providing that such is held within a trust account of a Real Estate Agent, Solicitor or Licensed Conveyancer or paid to the Office of State Revenue, and providing such deposit shall not be further released without the Purchasers express consent. The execution of this Contract shall be full and irrevocable authority to the stakeholder named herein to release such deposit. The purchaser or their solicitor or licensed conveyancer agrees to attend to the release upon being given a written direction to do so by or on behalf of the vendor.
13. If a Survey of the property is annexed to this Contract, the Purchaser acknowledges having inspected the Survey and agrees that no objection requisition or claim for compensation shall be made on any matter referred to in the Survey.
14. In the event that a swimming pool is situated on the subject property, the Vendor does not warrant that such swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed therein. The purchaser will make no requisition, objection, or claim for compensation in relation to any non-compliance by the vendor or any provision of the Swimming Pools Act 1992 and/or any notice issued pursuant to the Swimming Pools Act 1992 after the date of this contract. The Purchaser agrees that upon completion, he shall comply with the requirements of the Act and such regulations relating to access to the swimming pool and the erection of a Warning Notice. It is further agreed that this clause shall not merge on completion.
15. The form of Contract annexed is amended as follows:-
 - a) Clause 14.4.2 is deleted.
 - b) In Clause 16.5 delete the words "plus another 20% of that fee";
 - c) Clause 16.6 is amended by adding after the last word "providing that the uncleared Certificate is received 10 days prior to the date for settlement, otherwise the Purchaser must accept an undertaking on settlement that the Land Tax Certificate will be cleared within 14 days after settlement".
 - d) Delete Clause 16.8;
 - e) Delete Clause 16.12;
 - f) Printed Clause 18 is amended by adding the following:
Clause 18.8 "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
 - g) Delete Clause 23.9.

- h) Delete 23.13 & 23.14 and replace it with “The vendor authorizes the purchaser to apply for a certificate under section 184 Strata Schemes Management Act 1996 or section.26 Community and Management Act 1989 in relation to the lot, the schemes or any other schemes. The vendor will not provide section 184 or 26 certificate. The purchaser undertakes to provide a copy of the said certificate to the vendor at least seven (7) days prior completion. The purchaser shall not be entitled to delay completion or make any requisition or objection arising from the purchaser’s failure to apply for the said certificate.”
16. If the Vendor or Purchaser or if more than one of them shall die, become mentally ill or go into bankruptcy, then either party may rescind the Contract and Clause 19 of the Contract shall apply.
17. The Purchaser hereby agrees that they will allow the amount of \$220.00. (GST inclusive) on settlement, if the Transfer is not served to the Vendors Licensed Conveyancer 14 days prior to the agreed settlement date to cover the cost of the Vendors Licensed Conveyancer preparing their own Transfer.
18. In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$220.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.
19. (a) The purchaser acknowledge that a Certificate under Section 149 of the Environmental Planning & Assessment Act indicating the zoning of the development site in relation to the Lot may not be available from the Local council in the ordinary course of administration in terms of Part II of the Regulations prescribed under the Conveyancing Act 1919, as amended.
- (b) Notwithstanding any other provision to the contrary the Purchaser shall not be entitled to make any objection requisition or claim for compensation in relation to zoning which may affect the subject of the Lot or the wording of the Certificate which may differ from those contain in the Zoning Certificate attached in this Contract.
20. The Purchasers shall only be entitled to raise Requisitions in the form annexed to the Contract for Sale.
21. In the event the property is sold subject to any tenancy, the vendor does not warrant that the tenant will continue to remain in the property on or after completion. The purchaser is not entitle to make any claim or objection should the tenant left before, on or after completion. If the lease has expired and the purchaser requires vacant possession at settlement, the purchaser must advise the vendor in writing, within 3 days after the contract exchange date; if the purchaser does not serve written notice to the vendor in accordance with this cause, the purchaser must accept the tenancy on settlement.

22. The purchaser agrees and acknowledges that in the event that an extension of the cooling off period beyond that agreed as at the date of this contract is required by the purchaser, then they shall pay the sum of \$110.00 directly to the vendors Conveyancer as recognition of fees that the vendor shall incur on account of arranging the extension. This sum shall fall due and payable at settlement, or in the event the contract does not proceed, upon rescission whereby the purchaser authorizes the agent to release that sum to the vendors Conveyancer in that event. The sum shall fall due and payable regardless of whether or not the extension of the cool off period is granted. Whether or not the purchaser elects or does not elect to exercise their rights to cool off from the contract in due course.
23. The purchaser agree that if, on completion, any apportionment or payment due to be made under this contract is overlooked, incorrectly calculated or requires re-adjustments, both parties agree they will forthwith upon being requested to do so by other party, make a correct calculation and reimburse each other accordingly after settlement. This clause shall not merge on completion.
24. Despite any other clause in this contract, the vendor will not be required to complete the contract during the period commencing 12 pm on 18 December 2020 and ending at 9 am on 5 January 2021 ("the holiday period").
- (a) A notice to complete under additional Clause 1 issued less than 14 days before the commencement of the holiday period cannot stipulate a date for completion earlier than 2 business days after the end of the holiday period.
 - (b) Neither party may issue a notice to complete during the holiday period.
 - (c) If completion does not take place prior to the commencement of the holiday period, and the vendor is otherwise ready, able and willing to complete, interest payable by the purchaser under Additional Clause 3 will be calculated from the completion date to the actual date of completion after the holiday period and shall exclude the holiday period.

The purchaser cannot make any requisition, delay completion, rescind or terminate this contract because of any matter referred to in this clause.

Foreign Resident Capital Gains Withholding Payments

In the event that this sale is of a property with a value of \$750,000.00 dollars or more then:

(a) Clearance certificate or variation

- (i) The vendor must immediately advise the purchaser whether a clearance certificate or variation notice from the Australian Taxation Office will be provided.
- (ii) A clearance certificate or variation must be given at least 7 days prior to settlement.

(b) Withholding and remission of payment

- (i) If the vendor gives a clearance certificate, the purchaser must not withhold any amount.
- (ii) If the vendor gives the purchaser a variation notice, the purchaser must withhold the amount specified in that notice.
- (iii) In the event that the vendor does not provide a clearance certificate or a variation notice prior to settlement then the purchaser must withhold 12.5% of the purchase price on account of the Foreign Resident Capital Gains Withholding Payment.
- (iv) The purchaser must remit to the Australian Taxation Office any amount withheld on account of the Foreign Resident Capital Gains Withholding Payment as soon as possible following settlement.

(c) Vendor to indemnify purchaser

In the event that for any reason the purchaser becomes liable to pay an amount to the Australian Taxation Office on account of a liability arising out of the obligations of the vendor and purchaser under the Taxation Administration Act 1953 then the vendor indemnifies and holds harmless the purchaser from all amounts for which the purchaser becomes liable.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 133/SP96606

SEARCH DATE	TIME	EDITION NO	DATE
29/9/2020	11:07 AM	2	16/3/2018

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

LAND

LOT 133 IN STRATA PLAN 96606
AT RIVERWOOD
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN

FIRST SCHEDULE

SHAOZHENG YU (T AN197216)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96606
- 2 AN197217 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP96606

SEARCH DATE	TIME	EDITION NO	DATE
29/9/2020	11:07 AM	2	20/3/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 96606
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT RIVERWOOD
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP96606

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 96606
ADDRESS FOR SERVICE OF DOCUMENTS:
WHELAN PROPERTY GROUP
PO BOX 75
STRAWBERRY HILLS 2012

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
 - 2 F107524 EASEMENT FOR SEWER PIPES APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND 12 FEET WIDE SHOWN ON THE PLAN WITH ACQUISITION NO.F107524
 - 3 F107524 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND 20 FEET WIDE SHOWN ON THE PLAN WITH ACQUISITION NO.F107524
 - 4 AK329672 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.365 WIDE AND VARIABLE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 5 DP1219621 EASEMENT TO PLACE ROCK ANCHORS 4.34 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 6 DP1219621 EASEMENT TO PLACE ROCK ANCHORS 8 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- AM672503 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 1 IN DP1228475

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP96606

PAGE 2

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

STRATA PLAN 96606

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 96606							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 47		2 - 47		3 - 52		4 - 46	
5 - 47		6 - 46		7 - 47		8 - 37	
9 - 37		10 - 37		11 - 46		12 - 47	
13 - 47		14 - 38		15 - 37		16 - 47	
17 - 38		18 - 53		19 - 45		20 - 45	
21 - 45		22 - 45		23 - 47		24 - 37	
25 - 37		26 - 46		27 - 45		28 - 45	
29 - 46		30 - 46		31 - 38		32 - 37	
33 - 48		34 - 38		35 - 53		36 - 46	
37 - 46		38 - 46		39 - 46		40 - 47	
41 - 37		42 - 37		43 - 47		44 - 46	
45 - 46		46 - 46		47 - 46		48 - 38	
49 - 38		50 - 48		51 - 38		52 - 53	
53 - 46		54 - 46		55 - 46		56 - 46	
57 - 47		58 - 38		59 - 38		60 - 47	
61 - 46		62 - 46		63 - 46		64 - 46	
65 - 39		66 - 38		67 - 49		68 - 39	
69 - 54		70 - 46		71 - 46		72 - 46	
73 - 46		74 - 48		75 - 38		76 - 38	
77 - 47		78 - 46		79 - 46		80 - 47	
81 - 47		82 - 38		83 - 55		84 - 56	
85 - 47		86 - 47		87 - 47		88 - 47	
89 - 39		90 - 56		91 - 57		92 - 47	
93 - 47		94 - 47		95 - 47		96 - 39	
97 - 57		98 - 58		99 - 47		100 - 47	
101 - 48		102 - 48		103 - 48		104 - 47	
105 - 47		106 - 48		107 - 48		108 - 47	
109 - 48		110 - 38		111 - 38		112 - 37	
113 - 46		114 - 46		115 - 46		116 - 46	
117 - 49		118 - 37		119 - 37		120 - 49	
121 - 46		122 - 46		123 - 49		124 - 37	
125 - 37		126 - 47		127 - 46		128 - 46	
129 - 46		130 - 49		131 - 37		132 - 37	
133 - 49		134 - 46		135 - 47		136 - 49	
137 - 37		138 - 38		139 - 47		140 - 47	
141 - 47		142 - 47		143 - 49		144 - 38	
145 - 38		146 - 49		147 - 47		148 - 47	
149 - 50		150 - 38		151 - 38		152 - 50	
153 - 47		154 - 47		155 - 50		156 - 38	
157 - 38		158 - 50		159 - 47		160 - 47	
161 - 50		162 - 38		163 - 38		164 - 50	
165 - 47		166 - 47		167 - 50		168 - 38	

END OF PAGE 2 - CONTINUED OVER

131822

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FOLIO: CP/SP96606

PAGE 3

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

STRATA PLAN 96606

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
169	- 38	170	- 50	171	- 47	172	- 48
173	- 50	174	- 38	175	- 39	176	- 50
177	- 48	178	- 48	179	- 50	180	- 39
181	- 39	182	- 50	183	- 48	184	- 48
185	- 51	186	- 39	187	- 39	188	- 51
189	- 48	190	- 48	191	- 51	192	- 39
193	- 39	194	- 51	195	- 48	196	- 49
197	- 51	198	- 39	199	- 50	200	- 50
201	- 50	202	- 50	203	- 50	204	- 51
205	- 50	206	- 50	207	- 50	208	- 51
209	- 51	210	- 51	211	- 51	212	- 51
213	- 51	214	- 51	215	- 51	216	- 51
217	- 51	218	- 51	219	- 22	220	- 22
221	- 17						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

131822

PRINTED ON 29/9/2020

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 12/09/2018 15:37
Order No. 53165001
Certificate No: 83248188
Your Reference: 131540
Certificate Ordered: NSW LRS - Copy of Plan - Strata Plan 96606
Available: Y
Size (KB): 933
Number of Pages: 34
Scan Date and Time: 02/02/2018 14:03

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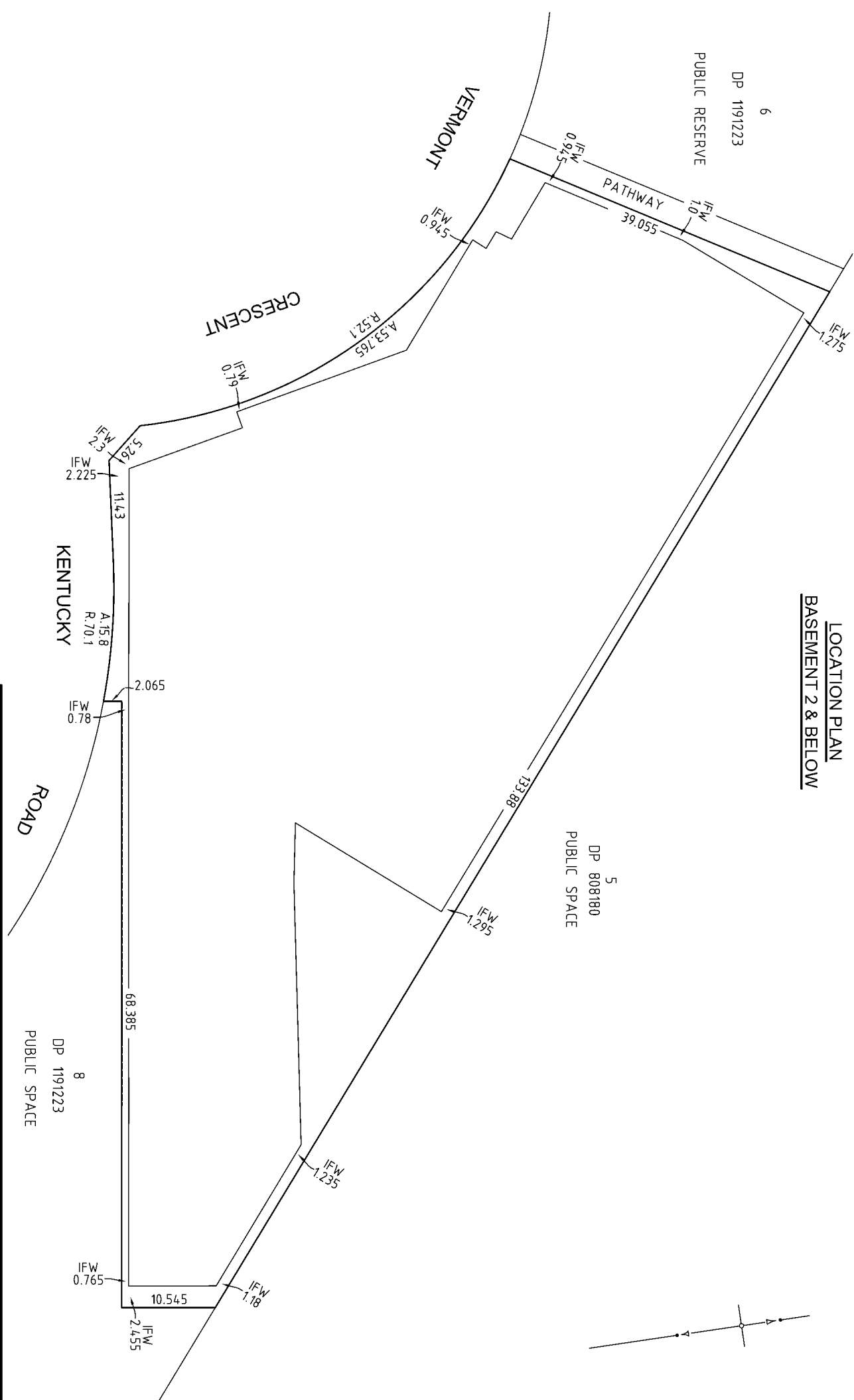
Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Rat

Registered:

SP96606

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LOCATION PLAN
BASEMENT 2 & BELOW



IFW ~ INSIDE FACE OF WALL TO BOUNDARY

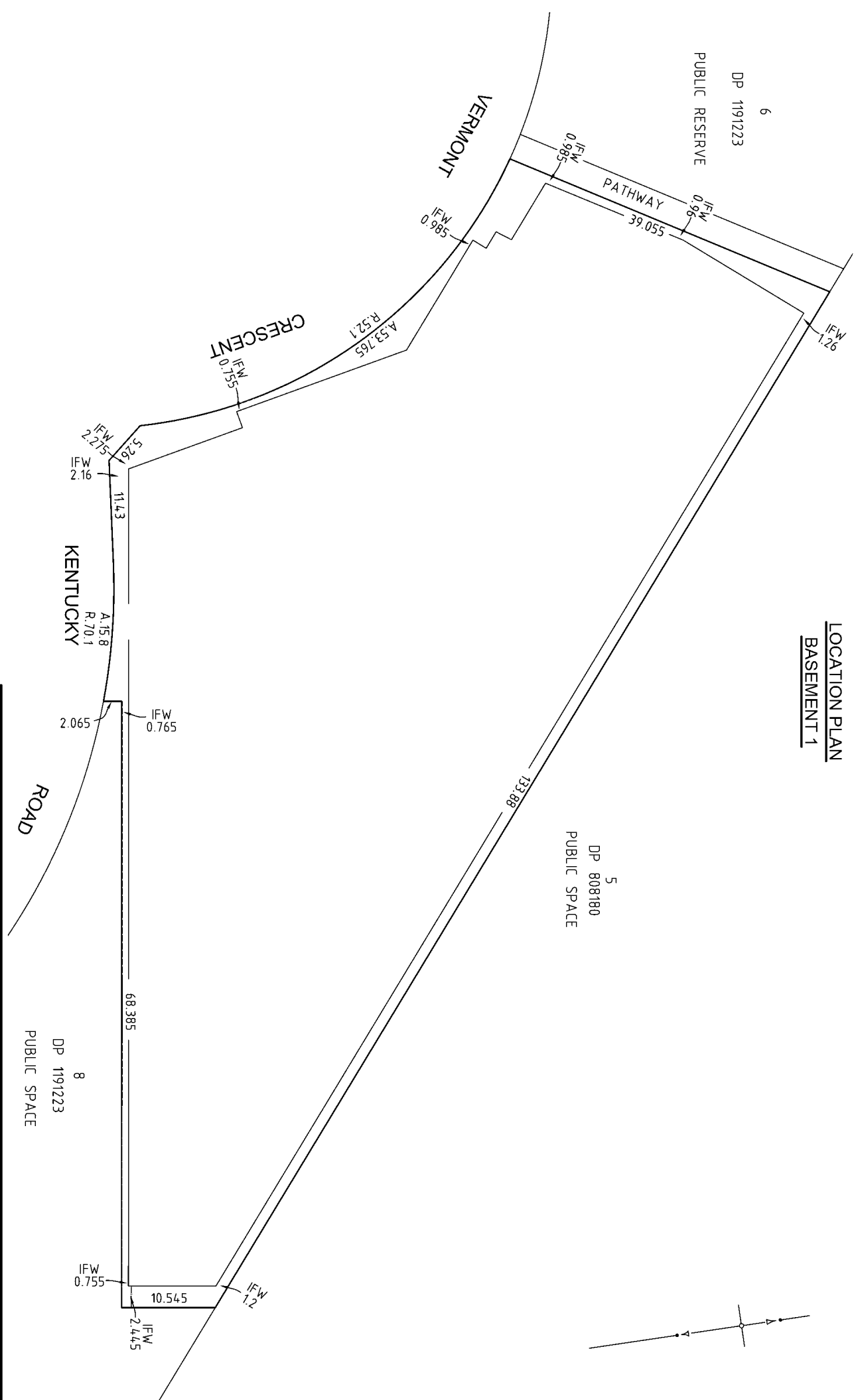
Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 400

Registered:
2.2.2018

SP96606

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

LOCATION PLAN
BASEMENT 1



IFW ~ INSIDE FACE OF WALL TO BOUNDARY

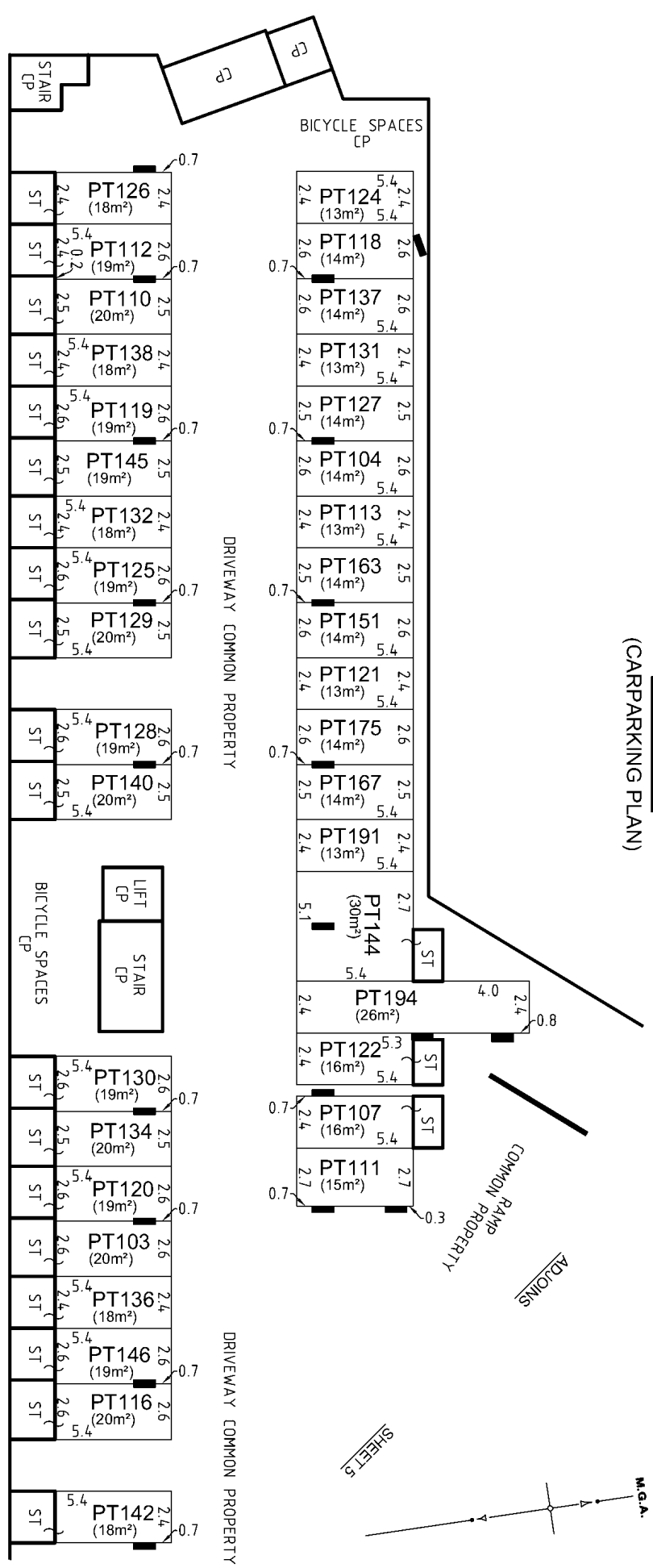
Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 400

Registered:
2.2.2018

SP96606

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

BASEMENT 3
(CARPARKING PLAN)



NOTES:

CP ~ COMMON PROPERTY
ST ~ STORE

- ~ PROLONGATION OF FACE OF STRUCTURE
- ~ PROLONGATION OF FACE OF COLUMN
- ~ PROLONGATION OF CENTRELINE OF COLUMN

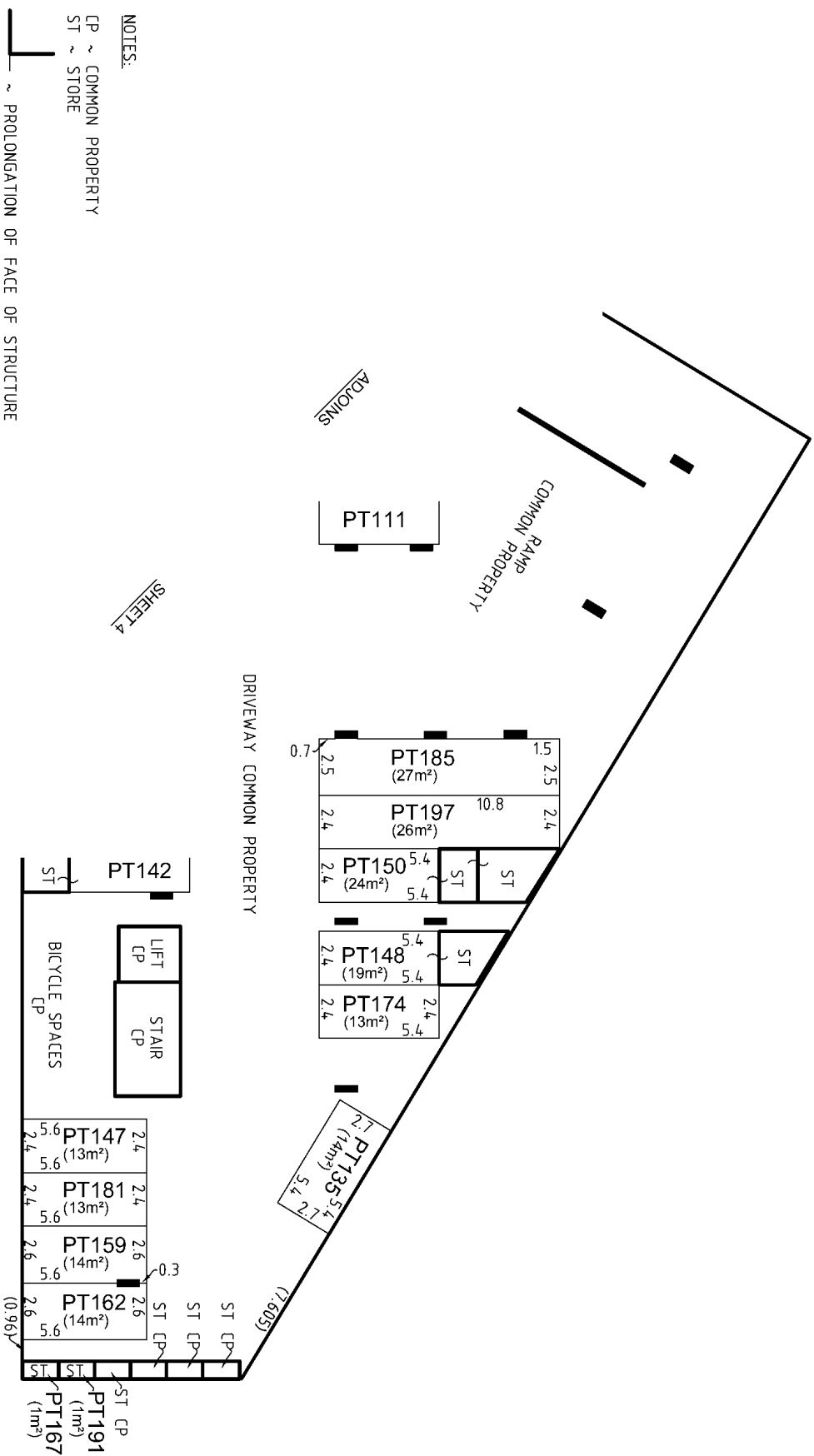
ALL CAR SPACES ARE RECTANGULAR
ALL ANGLES ARE 90°
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 200

Registered:
2.2.2018

SP96606

BASEMENT 3
(CARPARKING PLAN)



M.G.A.

NOTES:

CP ~ COMMON PROPERTY
ST ~ STORE

~ PROLONGATION OF FACE OF STRUCTURE

— ~ PROLONGATION OF FACE OF COLUMN

—■— ~ PROLONGATION OF CENTRELIN OF COLUMN

ALL CAR SPACES ARE RECTANGULAR
ALL ANGLES ARE 90°

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Rat

Registered:

SP96606

BASEMENT 2
(CARPARKING PLAN)

NOTES:

CP ~ COMMON PROPERTY
ST ~ STORE

~ PROLONGATION OF FACE OF STRUCTURE
~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN
~ DENOTES PERPENDICULAR

ALL CAR SPACES ARE RECTANGULAR
ALL ANGLES ARE 90°
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015



SHEET 7

Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 200

Registered:
2.2.2018

SP96606

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SHEET 6

ADJOINS

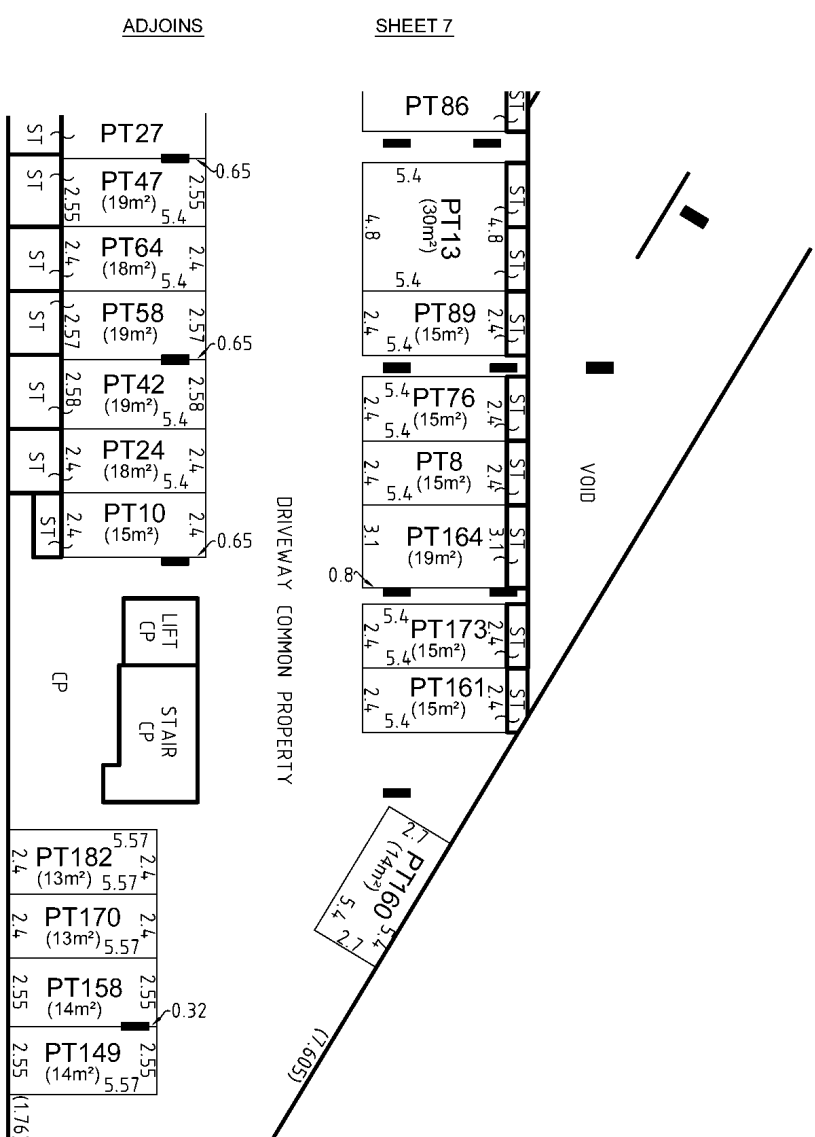


ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SP96606

STRATA PLAN FORM 2 (A3)

BASEMENT 2
(CARPARKING PLAN)



NOTES:

CP ~ COMMON PROPERTY
ST ~ STORE

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

ALL CAR SPACES ARE RECTANGULAR
ALL ANGLES ARE 90°

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 200

Registered:



2.2.2018

SP96606

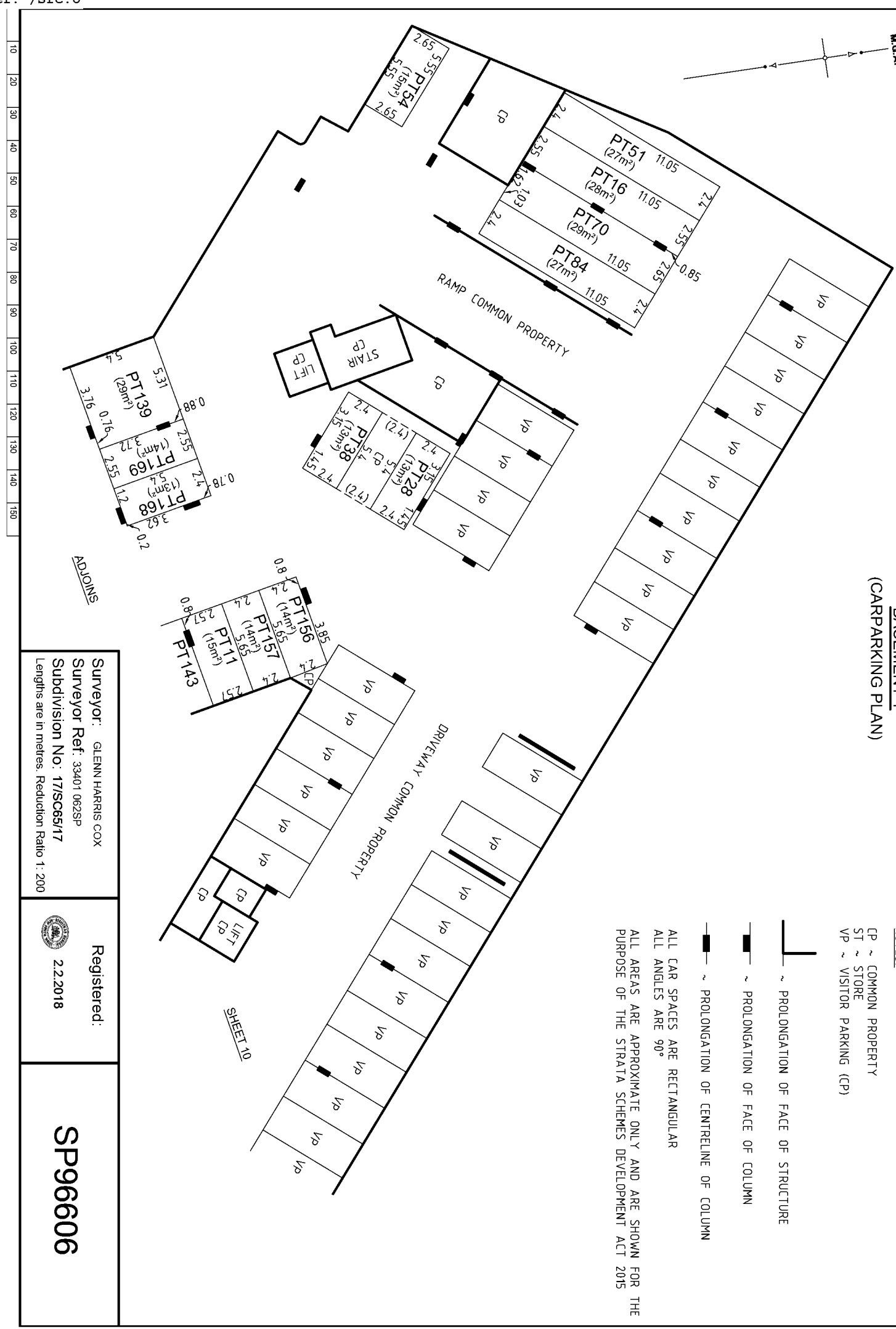
BASEMENT 1
(CARPARKING PLAN)

NOTES:

- CP ~ COMMON PROPERTY
- ST ~ STORE
- VP ~ VISITOR PARKING (CP)

- ~ PROLONGATION OF FACE OF STRUCTURE
- ~ PROLONGATION OF FACE OF COLUMN
- ~ PROLONGATION OF CENTRELINE OF COLUMN

ALL CAR SPACES ARE RECTANGULAR
ALL ANGLES ARE 90°
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015



Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 200

Registered:
2.2.2018

SP96606

- ~ PROLONGATION OF FACE OF STRUCTURE
- ~ PROLONGATION OF FACE OF COLUMN
- ~ PROLONGATION OF CENTRELINE OF COLUMN

BASEMENT 1
(CARPARKING PLAN)



BASEMENT 1
(CARPARKING PLAN)

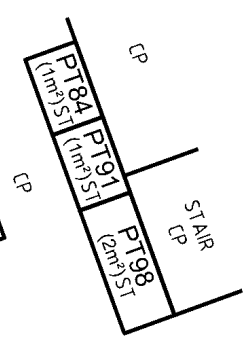
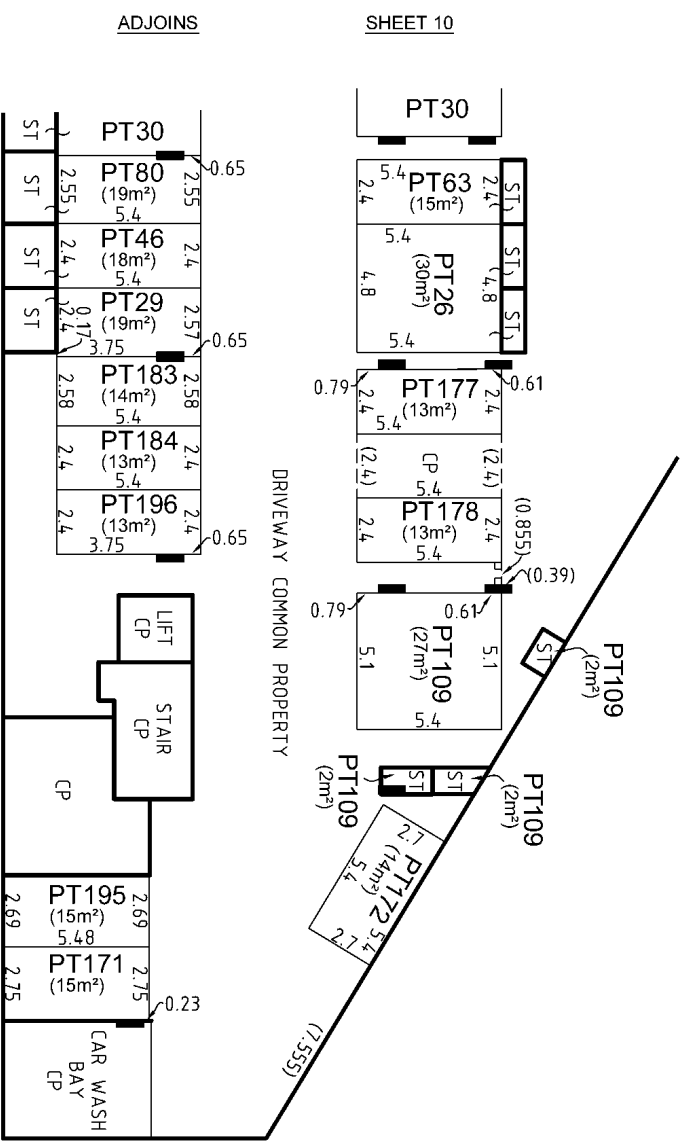


DIAGRAM S1
(1:100)



NOTES:

CP ~ COMMON PROPERTY
ST ~ STORE

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

~ DENOTES PERPENDICULAR

ALL CAR SPACES ARE RECTANGULAR
ALL ANGLES ARE 90°

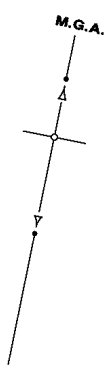
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

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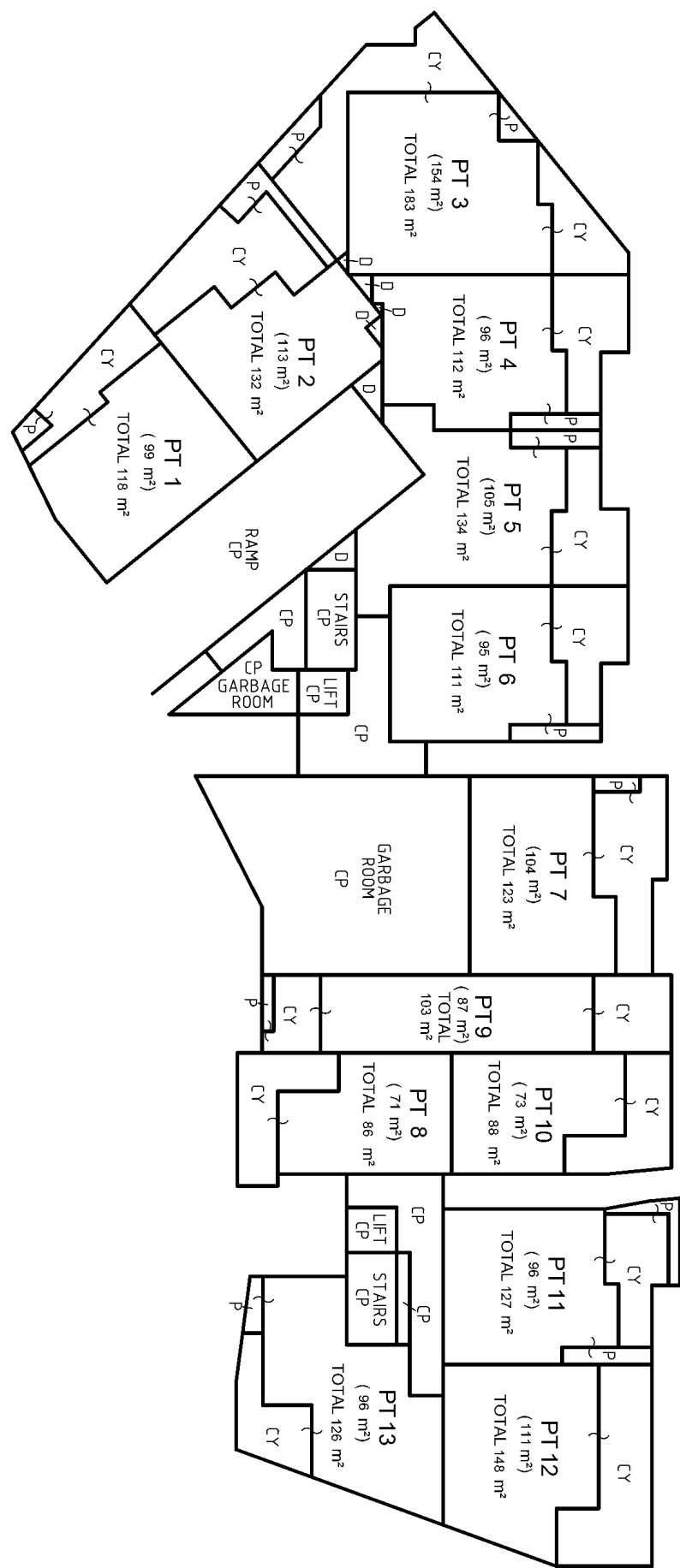
Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 200

Registered:
2.2.2018

SP96606



BUILDING A
LEVEL 1



NOTES:

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

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

THE STRATUM OF THE COURTYARDS & PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

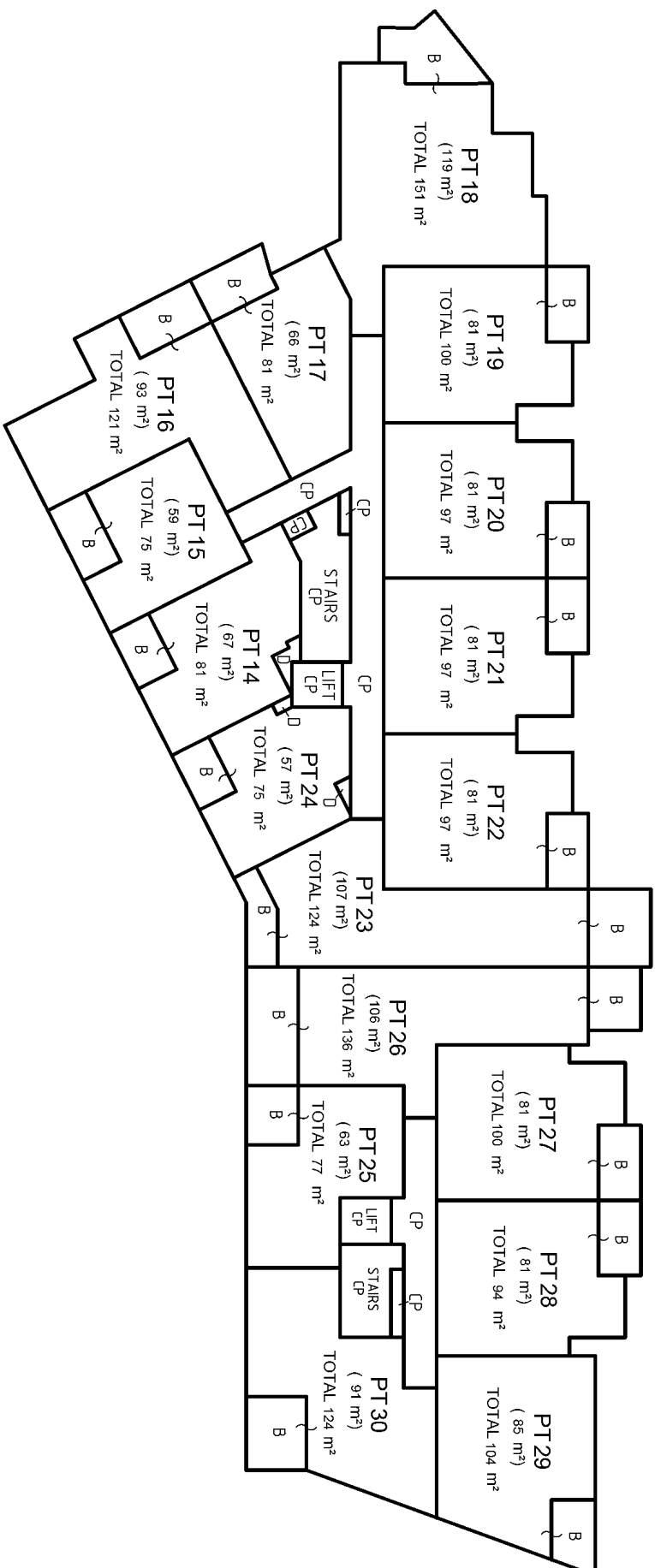
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

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Surveyor: GLENN HARRIS COX Surveyor Ref: 33401 062SP Subdivision No: 17/SC65/17 Lengths are in metres. Reduction Ratio 1: 250	Registered: 2.2.2018	SP96606
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BUILDING A
LEVEL 2



NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- D ~ DUCT (CP)

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

THE STRUTUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

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

Surveyor: GLENN HARRIS COX
Surveyor Ref. 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 250

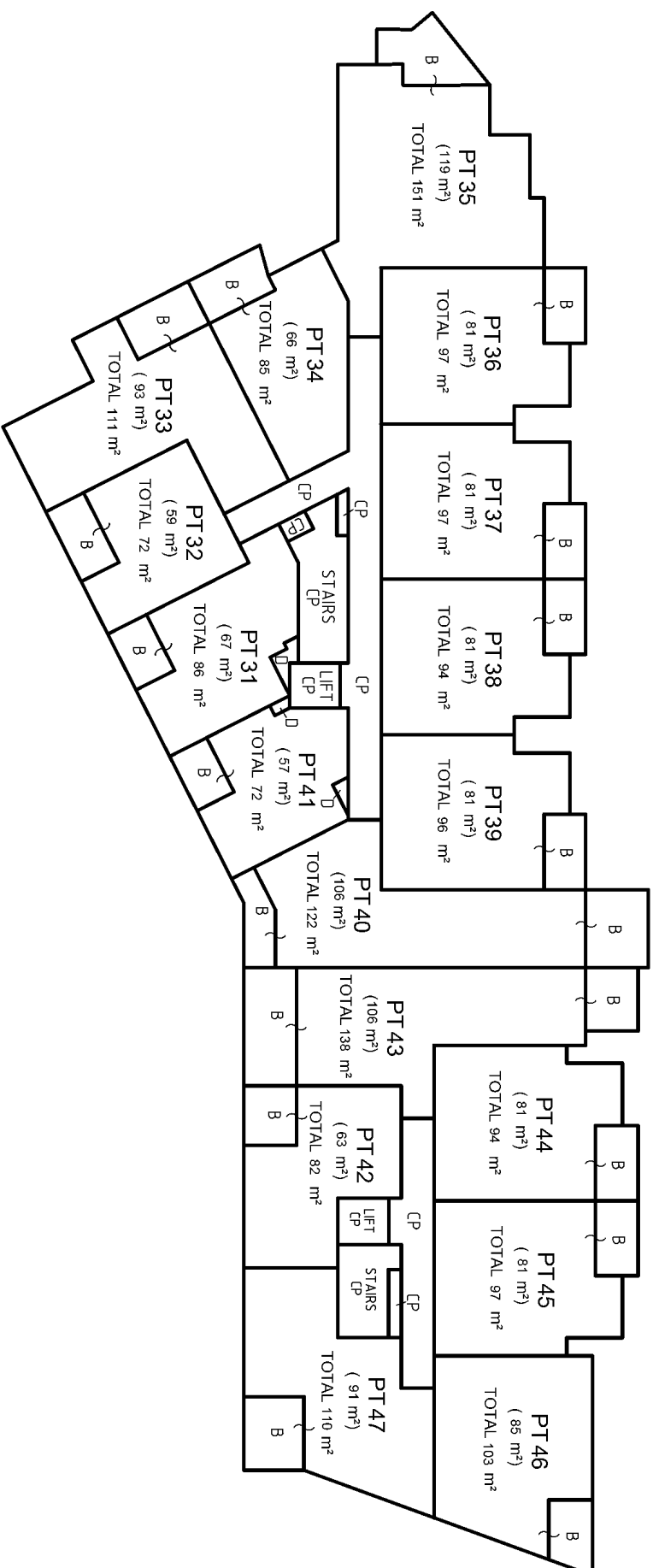


Registered:
2.2.2018

SP96606



BUILDING A
LEVEL 3



NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- D ~ DUCT (CP)

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

THE STRUTUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 250

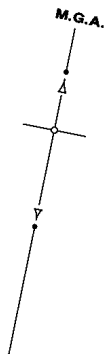


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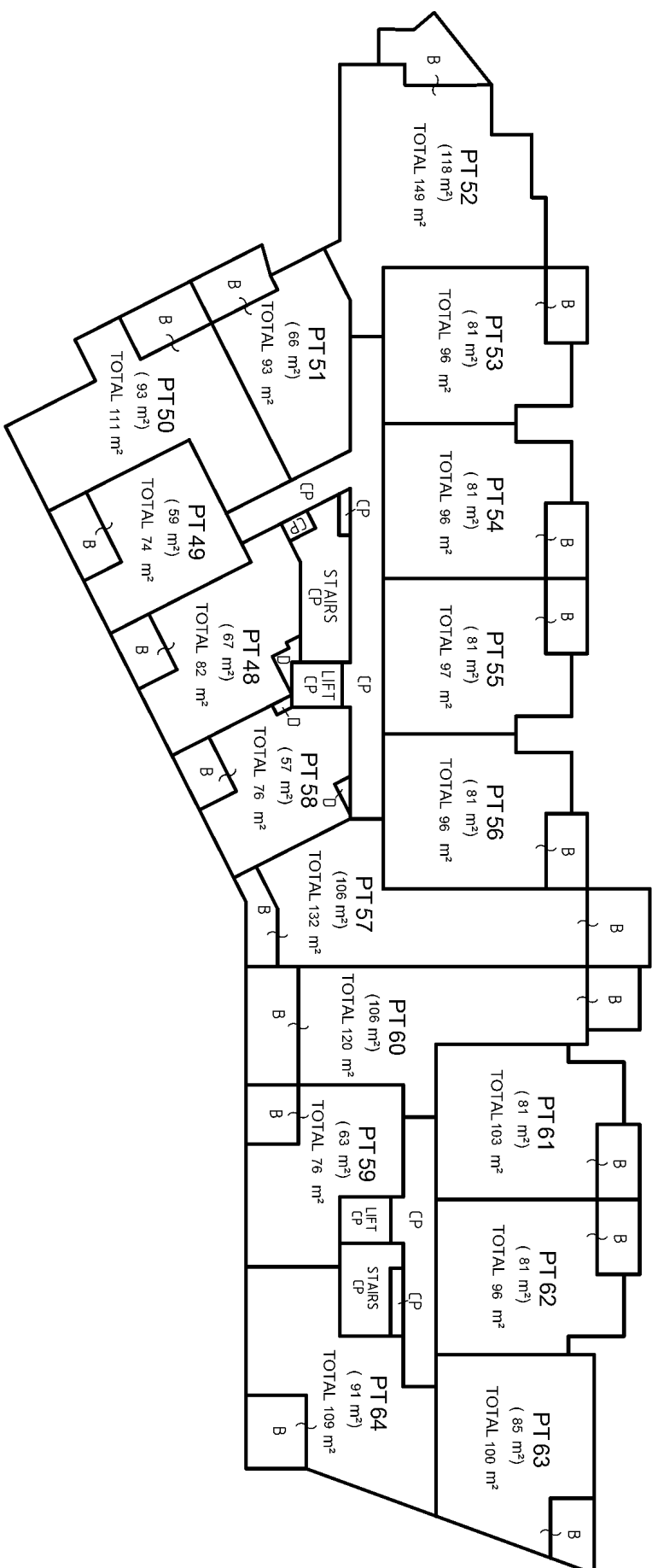
2.2.2018

SP96606

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



BUILDING A
LEVEL 4



NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- D ~ DUCT (CP)

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

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

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

Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 250

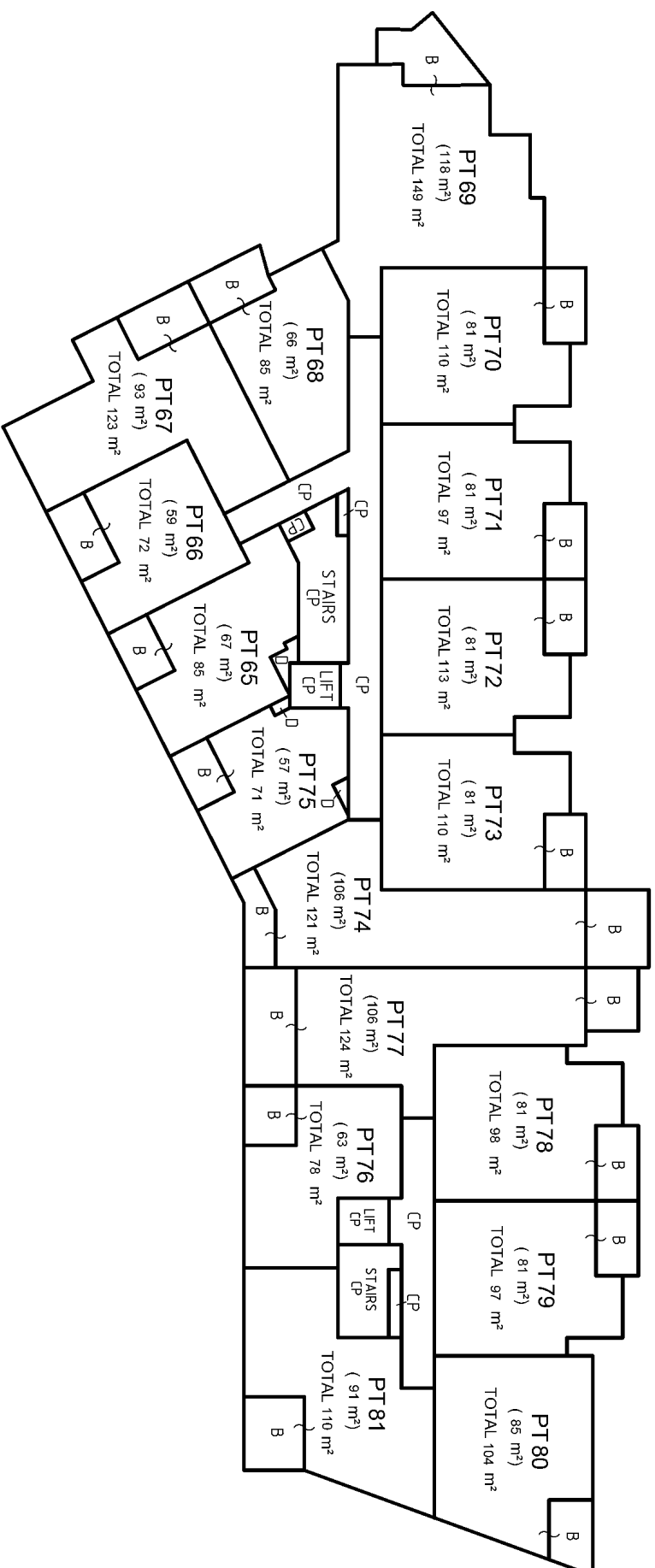


Registered:
2.2.2018

SP96606



BUILDING A
LEVEL 5



NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- D ~ DUCT (CP)

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

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX
Surveyor Ref. 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 250

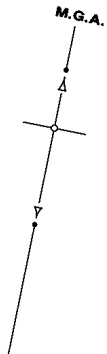


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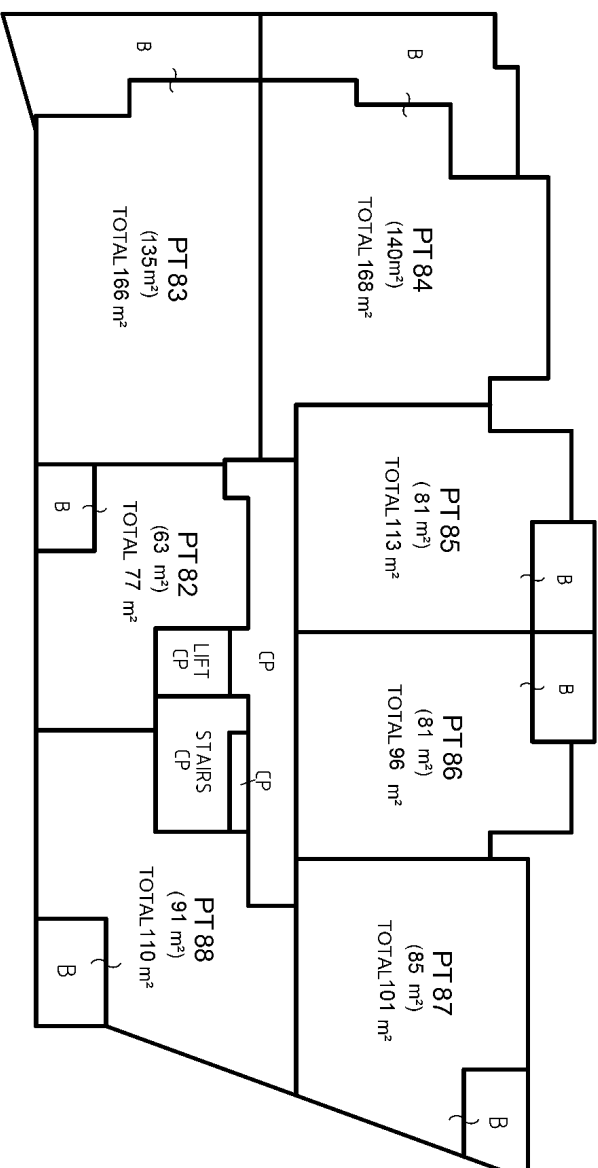
2.2.2018

SP96606

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



BUILDING A
LEVEL 6



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY

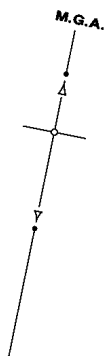
FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR
RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 200

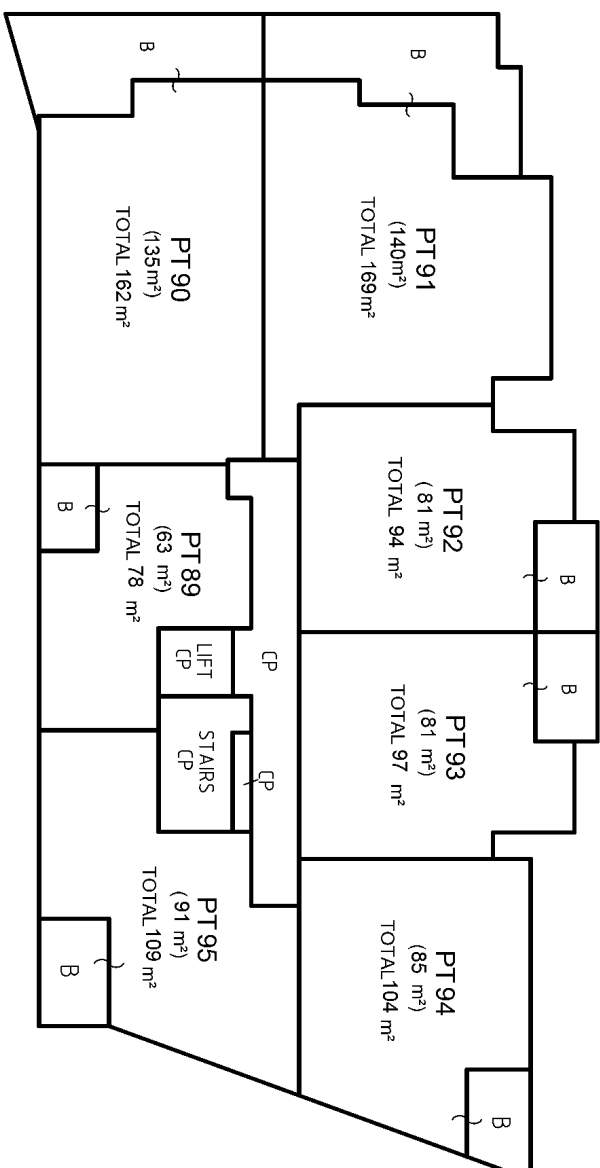


Registered:
2.2.2018

SP96606



BUILDING A
LEVEL 7



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR
RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

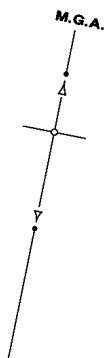
Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 200

Registered:

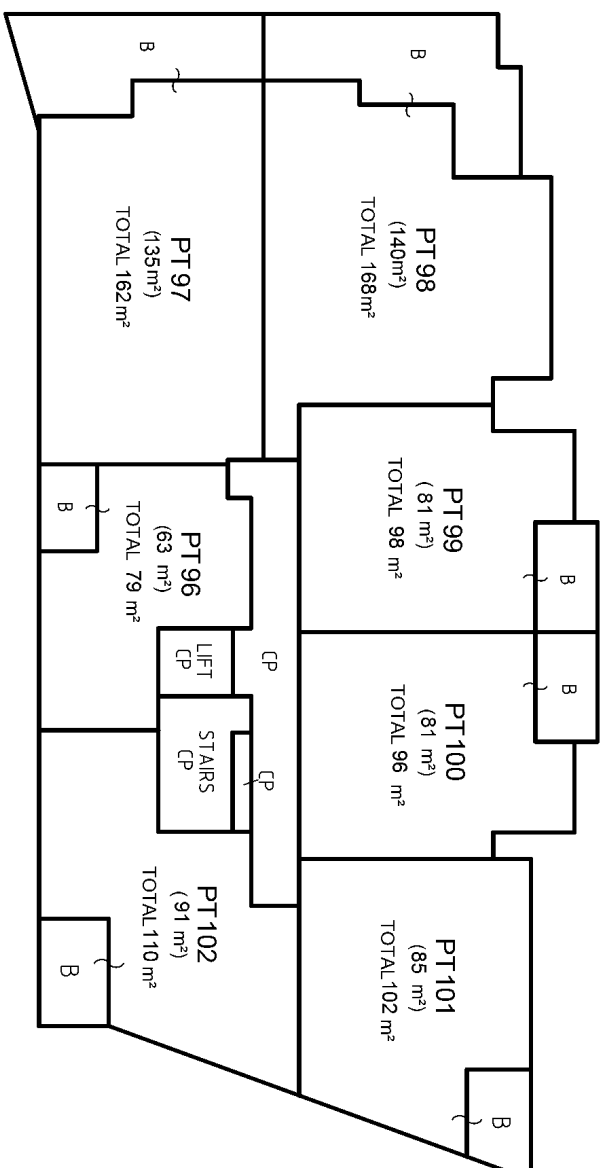


2.2.2018

SP96606



BUILDING A
LEVEL 8



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR
RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

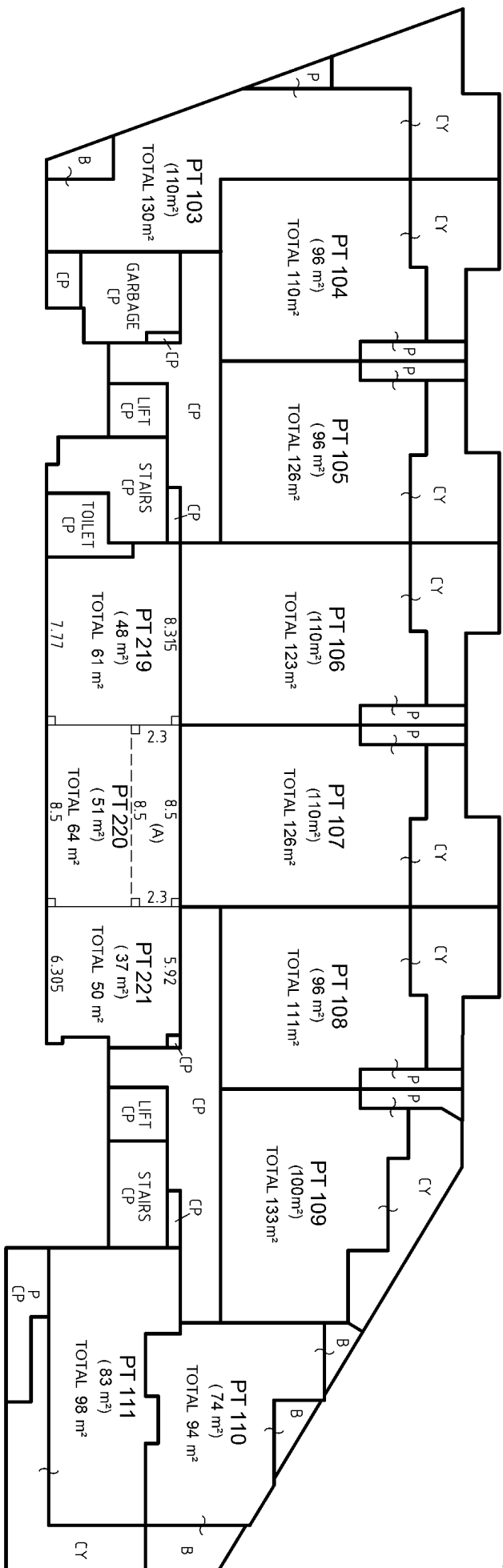
Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 200



Registered:
2.2.2018

SP96606

BUILDING B
LEVEL 1



NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- CY ~ COURTYARD
- P ~ PLANTER

~ DENOTES 90°

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

THE STRATUM OF THE BALCONIES, PLANTERS & COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

(A) EASEMENT FOR SERVICES 2.3 WIDE LIMITED IN HEIGHT TO THE UNDERSIDE OF THE CONCRETE CEILING SLAB OF LOT 220 AND LIMITED IN DEPTH TO 1.2 BELOW THE UNDERSIDE OF THE CONCRETE CEILING SLAB OF LOT 220

Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17SC65/17
Lengths are in metres. Reduction Ratio 1: 200

Registered:

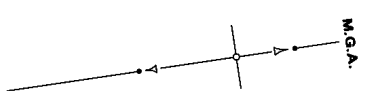
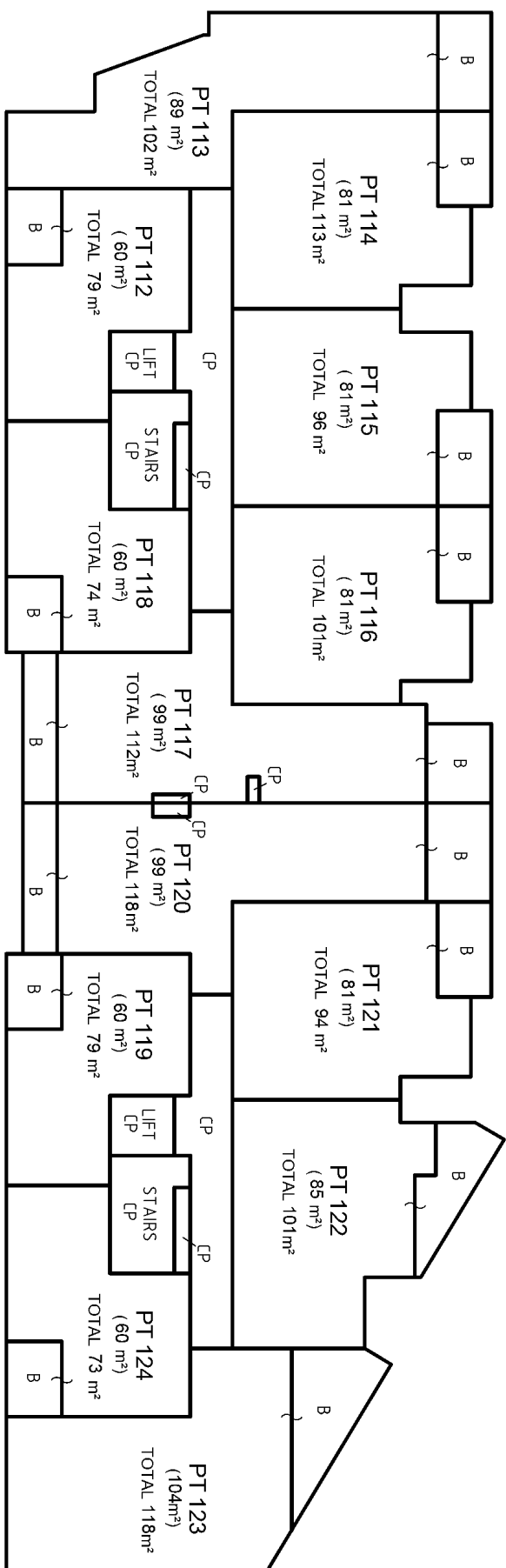


2.2.2018

SP96606

BUILDING B

LEVEL 2



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR
RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX
Surveyor Ref. 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 200

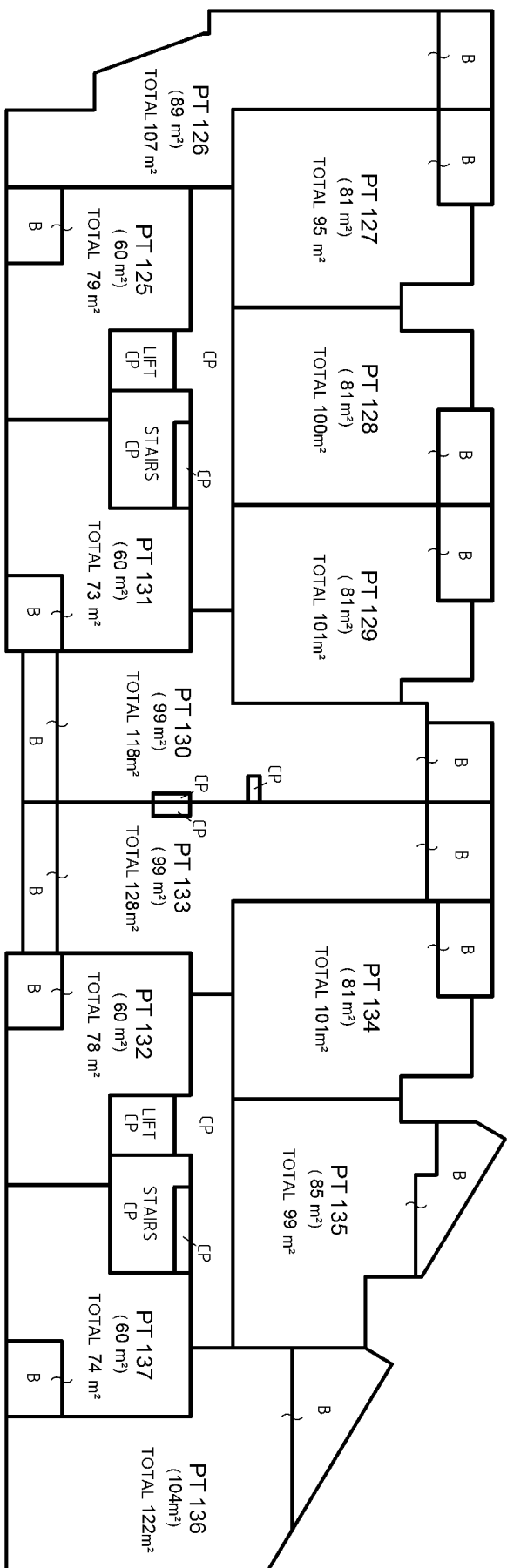


Registered:
2.2.2018

SP96606

BUILDING B

LEVEL 3



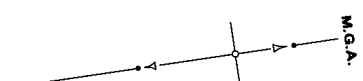
NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY

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

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015



Surveyor: GLENN HARRIS COX
Surveyor Ref. 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 200

Registered:

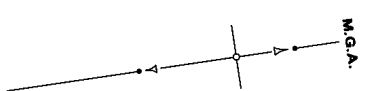
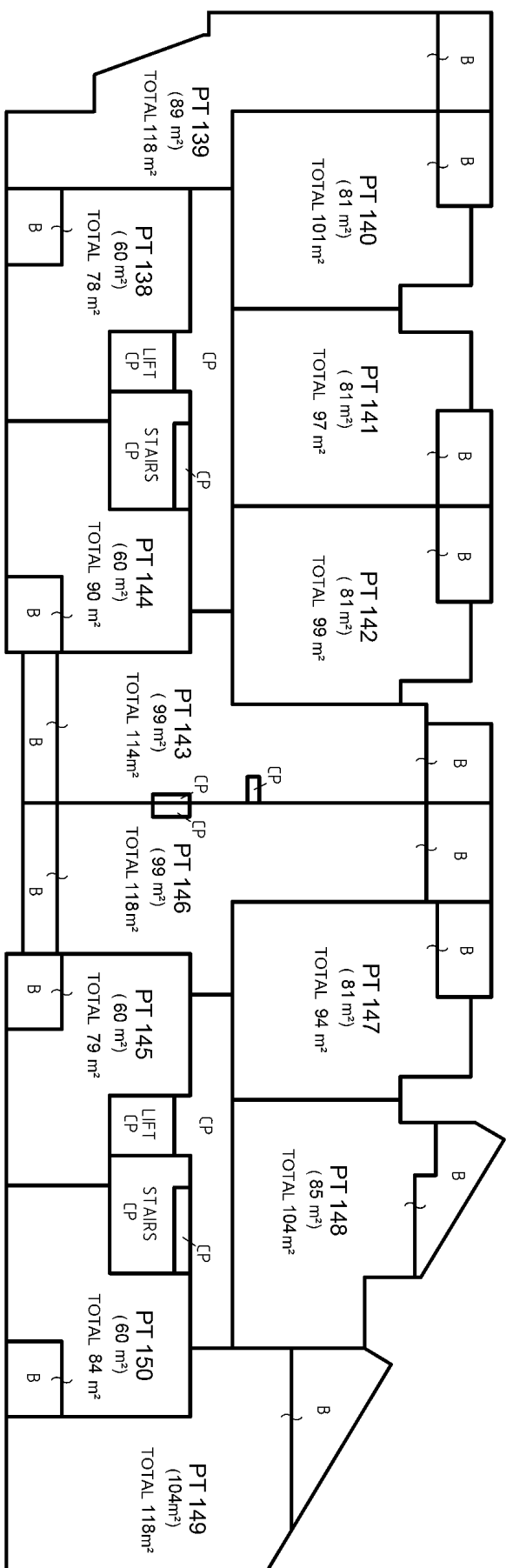


2.2.2018

SP96606

BUILDING B

LEVEL 4



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR
RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17SC65/17
Lengths are in metres. Reduction Ratio 1: 200

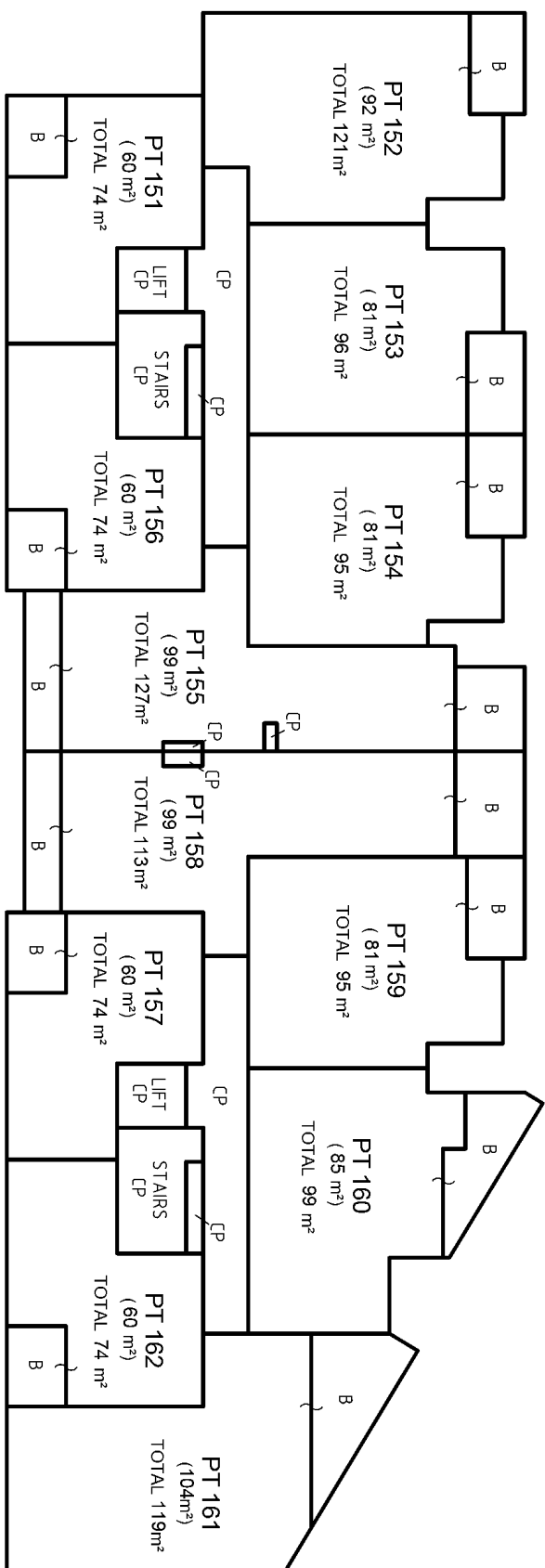


Registered:

2.2.2018

SP96606

BUILDING B
LEVEL 5



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY

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

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX
Surveyor Ref. 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 200

Registered:

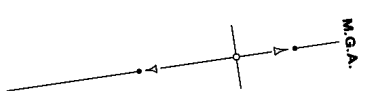
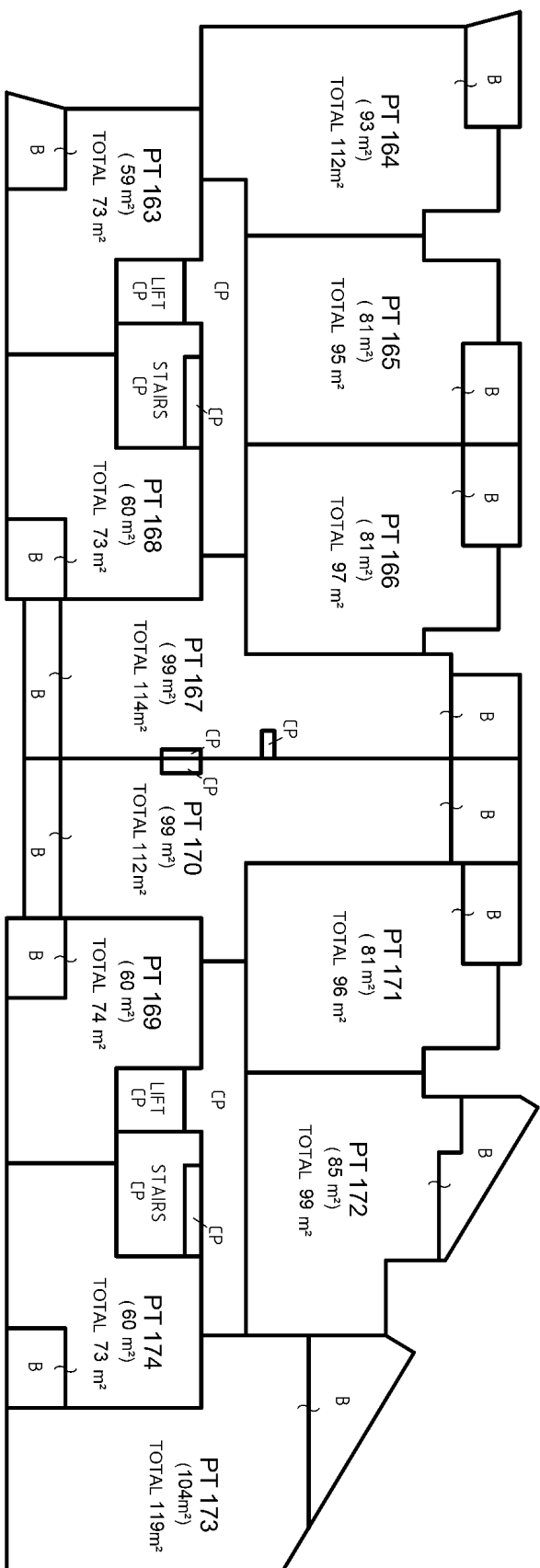


2.2.2018

SP96606

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

BUILDING B
LEVEL 6



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR
RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX
Surveyor Ref. 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 200

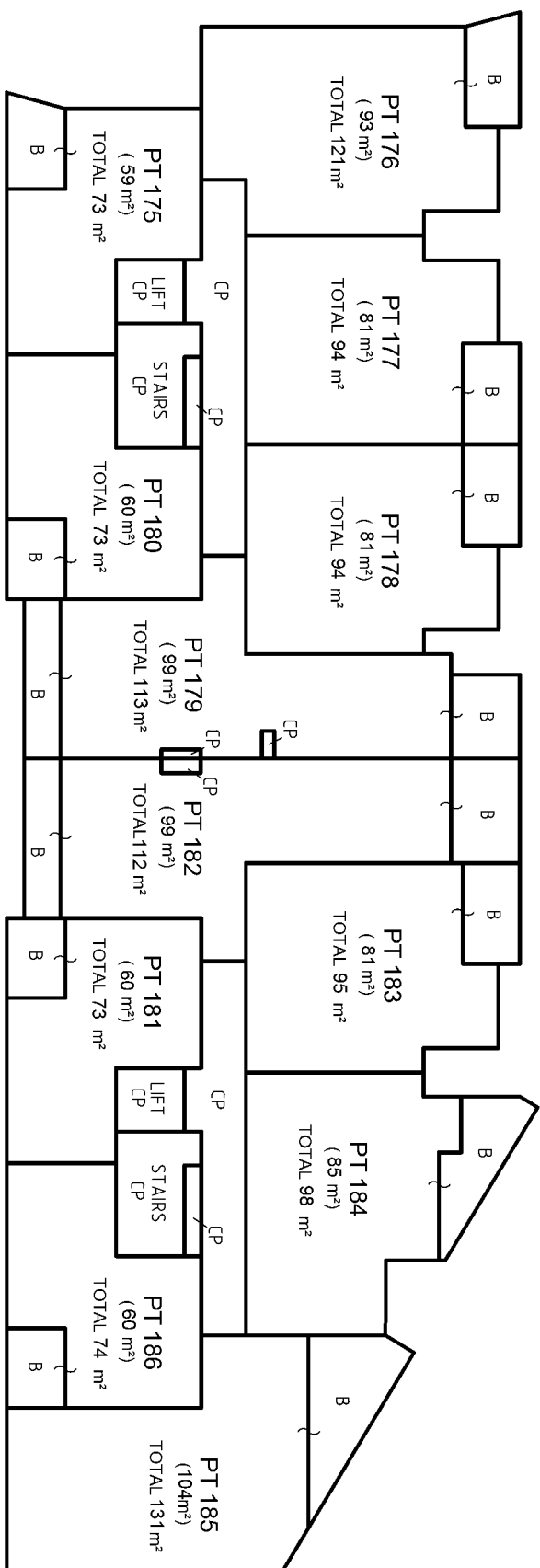


Registered:
2.2.2018

SP96606

BUILDING B

LEVEL 7



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR
RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

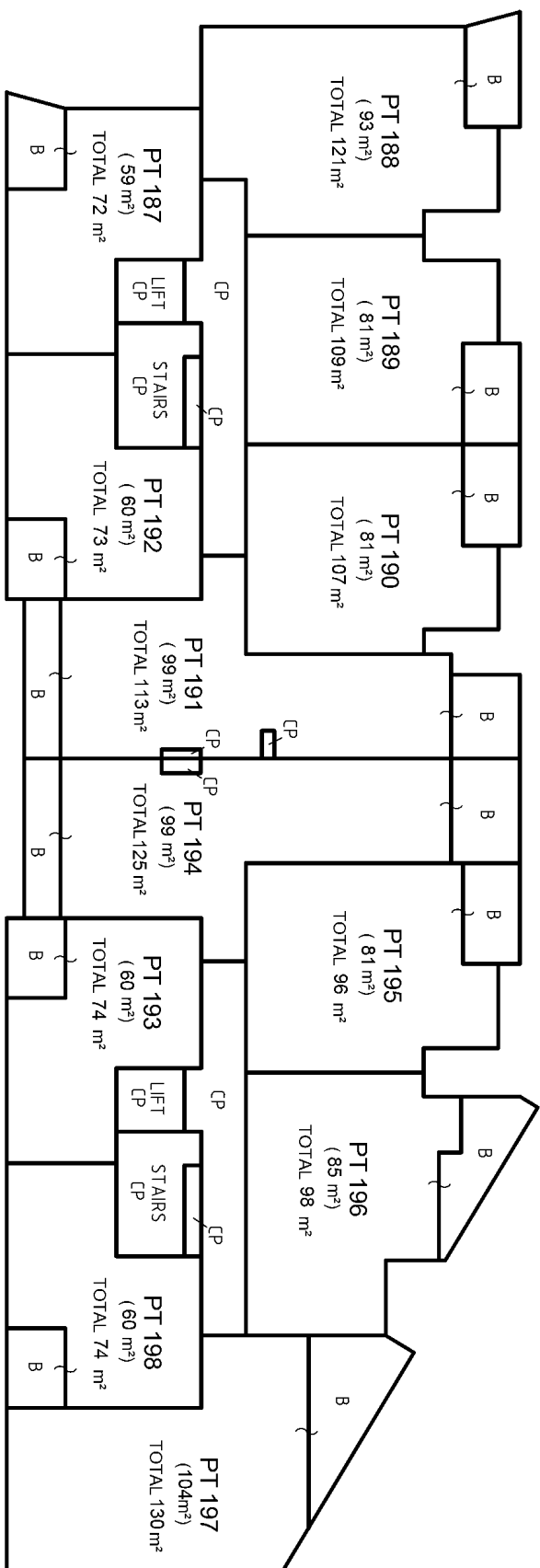
Surveyor: GLENN HARRIS COX
Surveyor Ref. 33401 062SP
Subdivision No: 17SC65/17
Lengths are in metres. Reduction Ratio 1: 200

Registered:

2.2.2018

SP96606

BUILDING B
LEVEL 8



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY

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

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX
Surveyor Ref. 33401 062SP
Subdivision No: 17SC65/17
Lengths are in metres. Reduction Ratio 1: 200

Registered:

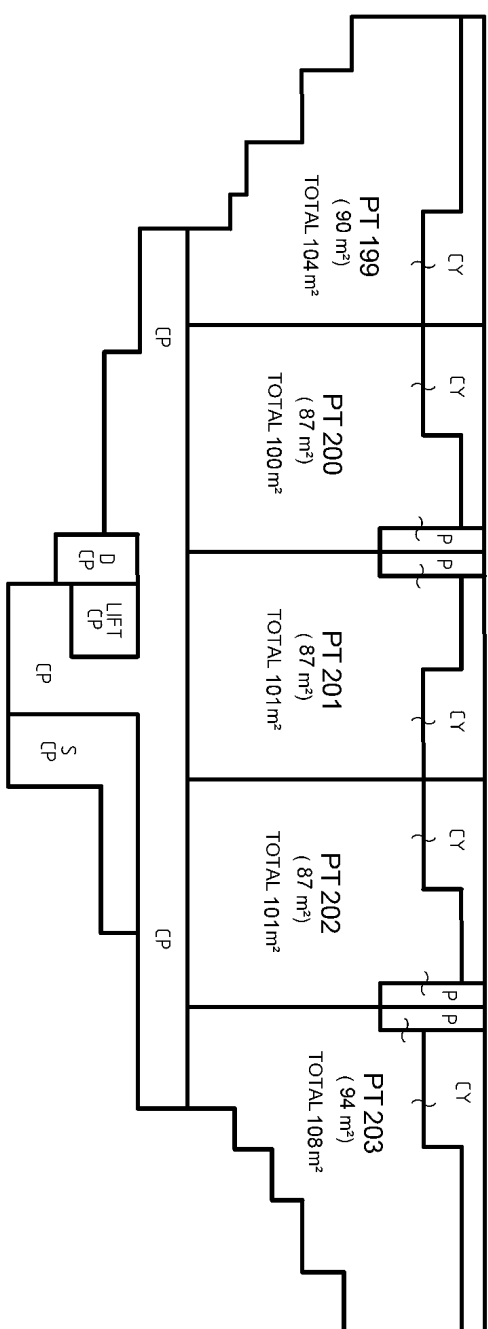
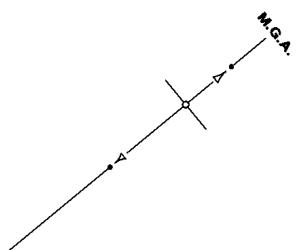


2.2.2018

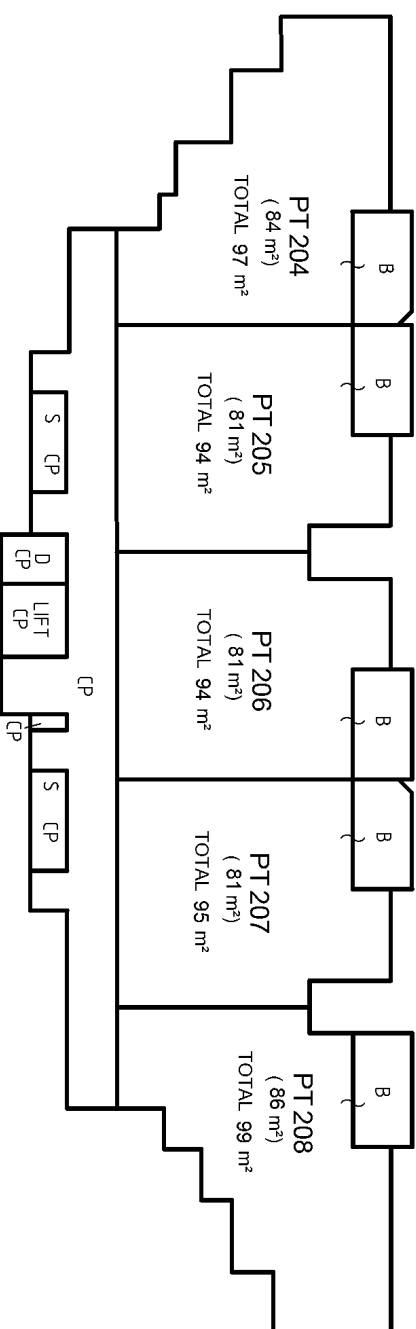
SP96606

BUILDING C

LEVEL 1



LEVEL 2



NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- D ~ DUCT
- S ~ STAIRS

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

THE STRUTUM OF THE BALCONIES, PLANTERS & COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDESTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

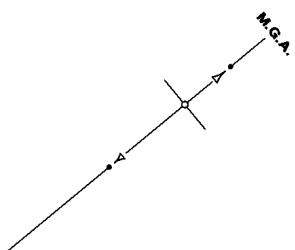
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17/SC65/17
Lengths are in metres. Reduction Ratio 1: 200



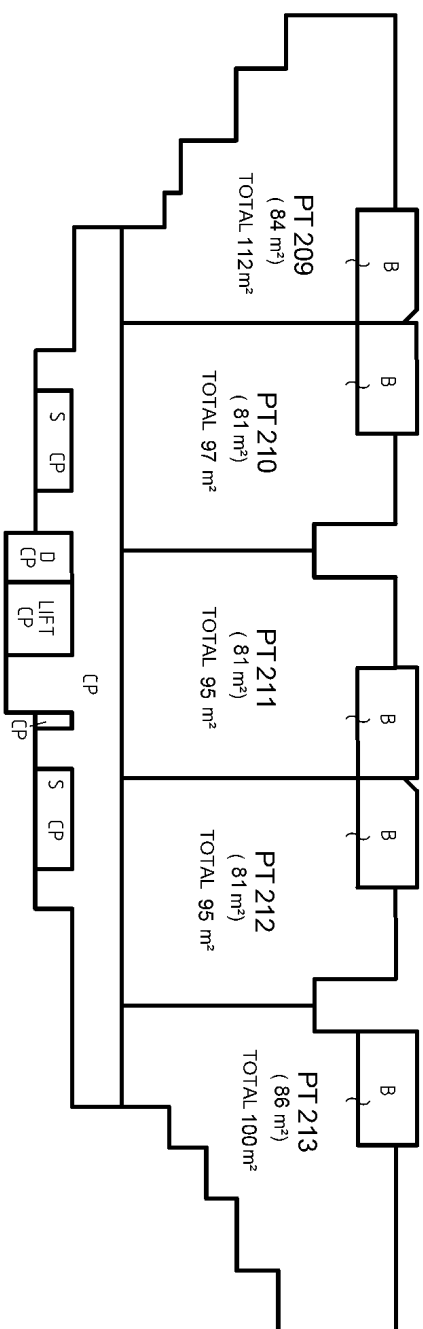
Registered:
2.2.2018

SP96606

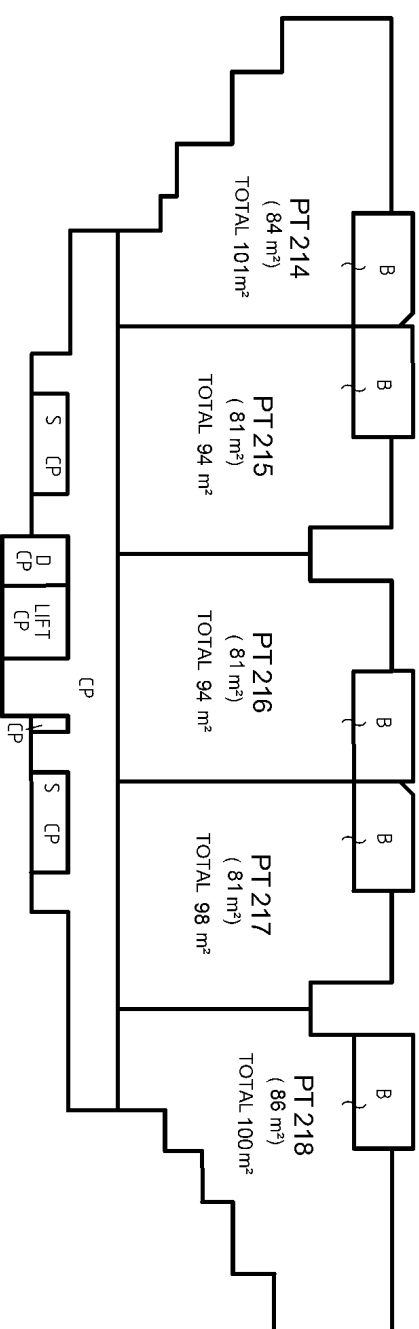


BUILDING C

LEVEL 3



LEVEL 4



NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- D ~ DUCT
- S ~ STAIRS

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

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015


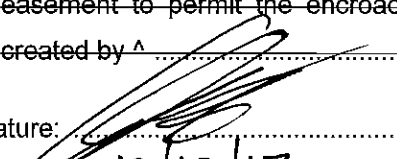
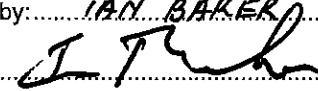
Surveyor: GLENN HARRIS COX
Surveyor Ref: 33401 062SP
Subdivision No: 17SC65/17
Lengths are in metres. Reduction Ratio 1: 200


Registered:



2.2.2018

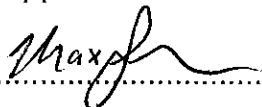
SP96606

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)	
Office Use Only			Office Use Only		
Registered:  2.2.2018			<h1>SP96606</h1>		
PLAN OF SUBDIVISION OF LOT 7 DP1191223			LGA: CANTERBURY-BANKSTOWN Locality: RIVERWOOD Parish: ST GEORGE County: CUMBERLAND		
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents 5 Vermont Crescent Riverwood NSW 2210 Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I GLENN HARRIS COX, of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: 12/12/17 Surveyor ID: 875 Surveyor's Reference: 33401-062 SP ^ Insert the deposited plan number or dealing number of the instrument that created the easement			Strata Certificate (Accredited Certifier) I <u>IAN BAKER</u> being an Accredited Certifier, accreditation number <u>BPA0017</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: 17/SC65/17 Relevant Planning Approval No.: 17/CDC42/17 issued by: IAN BAKER Signature:  Date: 19 DECEMBER 2017 ^ Insert lot numbers of proposed utility lots.		
* Strike through if inapplicable					

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  2.2.2018		SP96606


VALUER'S CERTIFICATE

I, Max Gran of LandMark White (Sydney) Pty Limited, being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 12/12/2017

PROPOSED SCHEDULE OF UNIT ENTITLEMENT

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	47	36	46	71	46	106	48
2	47	37	46	72	46	107	48
3	52	38	46	73	46	108	47
4	46	39	46	74	48	109	48
5	47	40	47	75	38	110	38
6	46	41	37	76	38	111	38
7	47	42	37	77	47	112	37
8	37	43	47	78	46	113	46
9	37	44	46	79	46	114	46
10	37	45	46	80	47	115	46
11	46	46	46	81	47	116	46
12	47	47	46	82	38	117	49
13	47	48	38	83	55	118	37
14	38	49	38	84	56	119	37
15	37	50	48	85	47	120	49
16	47	51	38	86	47	121	46
17	38	52	53	87	47	122	46
18	53	53	46	88	47	123	49
19	45	54	46	89	39	124	37
20	45	55	46	90	56	125	37
21	45	56	46	91	57	126	47
22	45	57	47	92	47	127	46
23	47	58	38	93	47	128	46
24	37	59	38	94	47	129	46
25	37	60	47	95	47	130	49
26	46	61	46	96	39	131	37
27	45	62	46	97	57	132	37
28	45	63	46	98	58	133	49
29	46	64	46	99	47	134	46
30	46	65	39	100	47	135	47
31	38	66	38	101	48	136	49
32	37	67	49	102	48	137	37
33	48	68	39	103	48	138	38
34	38	69	54	104	47	139	47
35	53	70	46	105	47	140	47

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheet(s)
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: right; margin-right: 20px;">Office Use Only</p> <p>Registered:  2.2.2018</p> </div> <div style="width: 50%; text-align: center;"> <p style="font-size: 2em; margin: 0;">SP96606</p> </div> </div>		<p style="text-align: right;">Office Use Only</p>

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


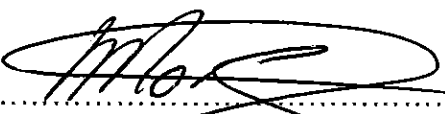
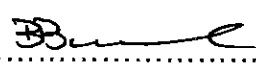
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*



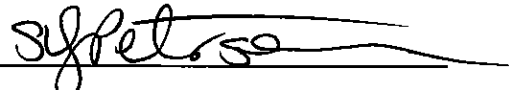
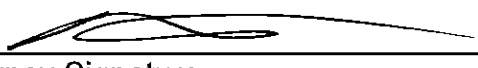

PROPOSED SCHEDULE OF UNIT ENTITLEMENT continued

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
141	47	162	38	183	48	204	51
142	47	163	38	184	48	205	50
143	49	164	50	185	51	206	50
144	38	165	47	186	39	207	50
145	38	166	47	187	39	208	51
146	49	167	50	188	51	209	51
147	47	168	38	189	48	210	51
148	47	169	38	190	48	211	51
149	50	170	50	191	51	212	51
150	38	171	47	192	39	213	51
151	38	172	48	193	39	214	51
152	50	173	50	194	51	215	51
153	47	174	38	195	48	216	51
154	47	175	39	196	49	217	51
155	50	176	50	197	51	218	51
156	38	177	48	198	39	219	22
157	38	178	48	199	50	220	22
158	50	179	50	200	50	221	17
159	47	180	39	201	50	TOTAL	10,000
160	47	181	39	202	50		
161	50	182	50	203	50		

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. Easement for Services 2.3 wide (A)

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  2.2.2018	SP96606	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• Any information which cannot fit in the appropriate panel of any previous administration sheets• Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
<p>EXECUTED by) PAYCE COMMUNITIES NO. 3 PTY LTD) ACN 164 542 536) in accordance with Section 127) of the Corporations Act 2001)</p> <p> Signature of Director</p> <p> Signature of Director/secretary</p> <p><u>WILL MORGAN</u> NAME (please print)</p> <p><u>BRIAN BAILSON</u> NAME (please print)</p>		
Surveyor's Reference: 33401-062 SP		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  2.2.2018	SP96606	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
<p>Signed for and on behalf of AustralianSuper Pty Ltd (ABN 94 006 457 987) as trustee of AustralianSuper (ABN 65 714 394 898) by its undersigned attorneys who have not received any notice of revocation of the Power of Attorney dated 15 September 2016 7 DECEMBER 2017 registered Book 4723 BK. 4735 No. 227, in the presence of:</p>		
 _____ Attorney Signature	 _____ Witness	
Print Name: Wayne Lasky	Print Name: Sarah Peterson.	
 _____ Attorney Signature	 _____ Witness	
Print Name: Brae Sokolski Brae Sokolski	Print Name: Sarah Peterson.	
Surveyor's Reference: 33401-062 SP		

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 12/09/2018 15:37

Order No. 53165001

Certificate No: 83248189

Your Reference: 131540

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Strata Plan - 88B 96606

Available: Y

Size (KB): 100

Number of Pages: 5

Scan Date and Time: 02/02/2018 14:04

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Instrument setting out terms of Easements or Profits 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 of the Conveyancing Act 1919

Lengths are in metres: ePlan
(Sheet 1 of 5 sheets)

Plan: **SP96606**

Plan of Subdivision of Lot 7 in DP
1191223

**Full name and address
of the owner of the Land**

PAYCE Communities No. 3
Pty Limited (ACN 164 542 536)
Level 37 Chifley Tower
2 Chifley Square
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.	Lot Burdened	Lot Benefited
1.	Easement for Services 2.3 wide (A) Limited in height to the underside of the concrete ceiling slab of Lot 220 and limited in depth to 1.2 below the underside of the concrete ceiling slab of Lot 220.	220	219 and 221

Part 2 (Terms)

1. Terms of Easement for Services numbered 1 in the plan

1.1 Grant of easement

The Grantee and its Authorised Users may:

- (a) Utilise and connect to the exhaust riser within the Easement Site for the purposes of discharging exhaust from the Lot Benefitted through the Easement Site to the exhaust riser; and
- (b) Utilise and connect to the air conditioning cables and refrigerant pipes within the Easement Site so as to connect through the air conditioning riser to air conditioning plant located on the roof; and
- (c) do anything reasonably necessary for that purpose, including:

ePlan

Lengths are in metres:

(Sheet 2 of 5)

Plan: SP96606

Plan of Subdivision of Lot 7 in DP
1191223

- (i) entering the Lot Burdened; and
- (ii) taking anything on to the Lot Burdened; and
- (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, ducts, conduits, structures and equipment.

1.2 Requirements before exercising rights

Before exercising any rights under this Easement, the Grantee and Authorised Users must:

- (a) except in an emergency, give the Grantor or its nominee not less than 48 hours' notice of its intention to enter the Lot Burdened. In an emergency, a Grantee or Authorised User must give a Grantor notice of access to the Lot Burdened as soon as practicable; and
- (b) if required by the Grantor, when exercising rights under this Easement be accompanied by and comply with the reasonable directions of the Grantor's nominee; and
- (c) except where prior arrangements have been made with the Grantor or in an emergency, not do anything where the Grantor or any occupier of the Lot Burdened may suffer interruption to the business or commercial activities lawfully conducted on the Lot Burdened; and

1.3 Obligations when exercising rights

When they exercise their rights under this Easement, the Grantee and its Authorised Users must:

- (a) ensure all work is done properly and in accordance with the requirements of any applicable Authority or the specifications of any applicable manufacturer; and
- (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (d) make good any damage and restore the Lot Burdened to the condition it was in prior to the rights being exercised; and
- (e) not interfere with the structural integrity of the building or any infrastructure located on the Lot Burdened.

ePlan

Lengths are in metres:

(Sheet 3 of 5)

Plan: **SP96606**

Plan of Subdivision of Lot 7 in DP
1191223

1.4 Additional obligations

The Grantee acknowledges the exhaust riser or the air conditioning riser or both may be used in common with the Grantor or an Occupier of the Lot Burdened and the Grantee and Authorised Users must not interfere with the Grantor's use, or the use of any other Grantee.

Part 3 (General rules and definitions)

1. Interpretation

1.1 Definitions

In this Instrument, unless the contrary intention appears, the following terms have the following meanings:

Authorised User means the Grantee or any lessee or occupier of the Lot Benefitted.

Authority means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes any officers, servants, agents and workmen of the Authority and any other person authorised by the Authority.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means the site of the Easement identified in the Plan and includes all items within the site of an Easement.

Grantee means the registered proprietor of a Lot Benefitted.

Grantor means the registered proprietor of a Lot Burdened.

Lot Benefitted means the whole or any part of a lot having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot having the burden of an Easement.

Plan means the plan to which this Instrument relates.

1.2 Interpretation

- (a) The word "includes" in any form is not a word of limitation.

ePlan

Lengths are in metres:

(Sheet 4 of 5)

Plan: **SP96606**

Plan of Subdivision of Lot 7 in DP
1191223

- (a) Headings do not affect the interpretation of this Instrument.

1.3 Covenants and agreements to run with the land

Each Easement contained within this Instrument are covenants and agreements between:

- (a) 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
- (b) 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,

to the extent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easements.

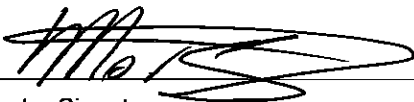
1.4 Persons bound

Each Grantor and Grantee:

- (a) is bound by, and must comply with, the terms of each relevant Easement in this Instrument; and
- (b) must use reasonable endeavours to ensure its Authorised User complies with the terms of each relevant Easement.

Certified correct by the parties for the purposes of the *Real Property Act 1900*.

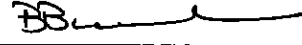
Executed in accordance with section 127 of
the *Corporations Act 2001* by **Payce
Communities No.3 Pty Ltd**:



Director Signature

WILL MORGAN

Print Name



Director/Secretary Signature

BRIAN BAILISON

Print Name

ePlan

Lengths are in metres:

(Sheet 5 of 5)

Plan: **SP96606**

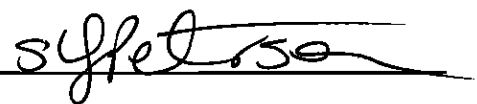
Plan of Subdivision of Lot 7 in DP
1191223

Signed for and on behalf of
AustralianSuper Pty Ltd (ABN 94 006
457 987) as trustee of
AustralianSuper (ABN 65 714 394
898) by its undersigned attorneys who
have not received any notice of
revocation of the Power of Attorney
dated ~~15 September 2016~~ registered
~~Book 4723 No 21~~, in the presence of:
7 DECEMBER 2017 BK.4735 No.227

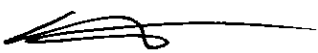


Attorney Signature

Print Name: **Wayne Lasky**




Witness
Print Name: **Sarah Peterson.**



Attorney Signature

Print Name: **Brae Sokolski**



Witness
Print Name: **Sarah Peterson**

Ref: 33401 062 88B 15Dec17

REGISTERED



2.2.2018

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 12/09/2018 15:37

Order No. 53165001

Certificate No: 83248190

Your Reference: 131540

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Strata Plan - Developer By-Laws 96606

Available: Y

Size (KB): 824


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

Mixed Use By-laws


Lakeview

5 Vermont Crescent, Riverwood


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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 Residential Lot and which exclusively services a Residential 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.

Architectural and Landscape Standards means the architectural and landscape standards set out in Schedule 1.

Assistance Animal has the meaning it has in section 9 of the *Disability Discrimination Act 1992* (Cth).

Balcony means a balcony, terrace and/or courtyard 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 a Lot;
- (b) Work involving waterproofing;
- (c) the structure of a Lot;
- (d) the internal walls inside a Lot (for example, a wall dividing 2 rooms in the Lot);
- (e) Common Property services; or
- (f) services in Lakeview, whether or not they are for the exclusive use of a Lot,


but excludes:

- (g) Cosmetic Works inside a Lot;
- (h) Minor Renovations; and
- (i) works which an Owner is entitled to carry out under a Common Property Rights by-law,

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

Commercial Air Conditioning Plinth means part of the roof of Building B having an area of about 55 m² being a raised area from which the air conditioning and exhaust risers exit.

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Commercial Air Conditioning Unit means an air conditioning unit which exclusively services any of the Commercial Lots and includes all cables, conduits, pipes, wires, ducts and any other service that connects the air conditioning unit to the Commercial Lots or which are otherwise necessary for the use of any of the Commercial Air Conditioning Unit.

Commercial Garbage Room means that part of the Common Property designated as the garbage room for the Commercial Lots.

Commercial Lots means Lots 219, 220 and 221.

Common Property means common property in Lakeview and personal property of the Owners Corporation.

Common Property Rights by-law means a by-law granting an Owner or Owners exclusive use of or special privileges in relation to Common Property according to Division 3, Part 7 of the Management Act.

Cosmetic Works has the same meaning as in the Management Act.

Council means The City of Canterbury Bankstown.

Developer means either or both of PAYCE Communities Pty Ltd ABN 40 136 425 879 or PAYCE Communities No.3 Pty Ltd ABN 39 164 542 536.

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Exhaust Riser means that part of the Common Property comprising the exhaust riser which rises from the roof slab of Lot 220 and exits at the roof in the area of the Commercial Air Conditioning Plinth.

Grease Arrestor means that part of the Common Property comprising the grease arrestor servicing the Commercial Lots located on level 1 within Lakeview adjacent to Kentucky Road and includes all pipes, conduits, ducts and other equipment located on Common Property necessary for the operation of the grease arrestor.

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

Integrated Management Deed means the deed dated 25 August 2015 between PAYCE Communities Pty Ltd ABN 40 136 425 879 and the Owners – Strata Plan No. 91370 concerning the management of certain lots in deposited plan 1191223.

Kitchen Exhaust means any commercial kitchen exhaust which exclusively services any of the Commercial Lots and utilises the Exhaust Riser, and includes all fans, cables, conduits, pipes, wires, ducts and any other equipment necessary for the use of the Kitchen Exhaust.


Lakeview means the buildings constructed on lot 7 deposited plan 1191223 which has been subdivided by the Strata Plan.

Lot means a strata lot in Lakeview.

Management Act means *Strata Schemes Management Act 2015* (NSW).

Minor Renovations has the same meaning as in the Management Act.

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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 a Common Property Rights 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 - Strata Plan No. [SP 96606].

Residential Garbage Room means that part of the Common Property designated as the garbage room for the Residential Lots.

Residential Lots means all of the Lots except the Commercial Lots.

Restricted Dog has the meaning it has in the *Companion Animals Act 1998* (NSW).

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.

Special Resolution has the meaning it has in the Management Act.

Strata Committee means the strata committee of the Owners Corporation.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 49 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 strata plan [SP 96606].


Works has the meaning it has in the Management Act.

1.2 Interpretation

Unless a contrary intention appears, a reference in these 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;

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- (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 these 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 these by-laws in any other jurisdiction or the validity or enforceability of the remaining by-laws in any jurisdiction.

1.5 Discretion in exercising rights

- (a) The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless these by-laws expressly state otherwise).
- (b) The Owners Corporation when exercising any discretion or giving consent in respect of the Commercial Lots must have regard to the fact the matter concerns a Commercial Lot and the economic impact of any decision on the commercial activity being undertaken from the Commercial Lots.

1.6 Partial exercise of rights

If the Owners Corporation, Strata 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?

These by-laws regulate the day-to-day management and operation of Lakeview.


2.2 Who must comply with the by-laws?

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

3. Behaviour

3.1 Obligations of Owners and Occupiers

Owners and Occupiers must not:

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- (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 or another Lot;
- (d) obstruct the use of Common Property by any person;
- (e) do anything in Lakeview 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 Lakeview.

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 a Common Property Rights 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 visitors of any Owner or Occupier comply with the by-laws; and
- (b) ensure their visitors leave Lakeview if they do not comply with the by-laws; and
- (c) accompany visitors at all times, except when they are entering or leaving Lakeview Residential.

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.

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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 they change 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 Lakeview;
- (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 Lakeview;
- (d) install an audible intruder alarm;
- (e) do anything that may invalidate or suspend any insurances effected by the Owners Corporation or increase the premium; 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 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

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- (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 Lakeview which is in keeping with the appearance of Lakeview and in accordance with the Architectural and Landscape Standards.

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.

5.6 Car parking spaces


- (a) Car parking spaces must only be used for the parking of cars. Car parking spaces must not be used for storing bicycles or other goods except that any part of a car parking space that has been specifically designated as storage space by the Developer may be used for storage.
- (b) An Owner or Occupier must not park or stand any motor vehicle or other vehicle in any parking space designated for use by visitors.

6. Keeping Animals

6.1 Permitted animals

- (a) Owners and Occupiers may keep in their Lot, without obtaining the consent of or notifying the Owners Corporation:
- (i) fish in a secure indoor aquarium not exceeding 1,200 litres in volume; or
 - (ii) an Assistance Animal used by an Owner or Occupier of the Lot as an Assistance Animal.
- (b) Owners and Occupiers may keep up to a total maximum of 2 of the following types of animals in their Lot:
- (i) small companion dogs (other than Restricted Dogs which are expressly prohibited);
 - (ii) cats;
 - (iii) 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 their Lot without the written consent of the Owners Corporation (such consent not to be unreasonably withheld).

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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 becomes a Restricted Dog in accordance with the *Companion Animals Act 1998* (NSW); or
- (d) if the animal is a companion animal as defined in the *Companion Animals Act 1998* (NSW), it is not registered under that Act.

6.4 Responsibilities

Owners and Occupiers are responsible:

- (a) to other Owners and Occupiers and people using Common Property for:
 - (i) any noise their animal makes which causes unreasonable disturbance; and
 - (ii) 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 Lakeview which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

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8. Erecting a sign

8.1 Obligations

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

8.2 Commercial Lots

Subject to obtaining any necessary consent from a Government Agency, Owners and Occupiers of the Commercial Lots may erect a sign on their Lot or, with the consent of the Owners Corporation, on Common Property.

8.3 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 a 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 72 hours before they move in to or out of Lakeview or move large articles (for example, furniture) through Common Property.

9.2 Obligations

When an Owner or Occupier takes deliveries or moves furniture or goods through Lakeview, 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 Lakeview:

- (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 moving arrangements and receive their deliveries at specified times on specified days; and
- (c) 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

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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 72 hours of the move being completed.

9.4 Building Manager may co-ordinate

The Owners Corporation may appoint 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 Building Manager when they move in or out of Lakeview; and
- (b) comply with the requirements of the Building Manager when they take deliveries or move furniture or goods through Lakeview.

9.5 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 9, 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.

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 Lakeview;
- (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.

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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.

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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.

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 appropriate garbage room according to this by-law); or
- (b) in an area of their Lot which is visible from outside the Lot.

12.2 Obligations – Residential Lots

Owners and Occupiers of Residential Lots must:


- (a) drain and securely wrap household garbage and put it in the Residential Garbage Room;
- (b) leave other garbage and recyclable materials in the area in the Residential 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 Residential 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 Owners Corporation responsibility for Residential Lots

The Owners Corporation must in respect of the Residential Lots:

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

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- (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).

12.4 Obligations – Commercial Lots

- (a) Owners and Occupiers of Commercial Lots must:
- (1) leave all garbage and recyclable materials in the Commercial Garbage Room;
 - (2) recycle garbage according to instructions from the Owners Corporation and Council (or any contractor retained to remove garbage generated from the Commercial Lots).
- (b) If any cost or levy is imposed in respect of removal of garbage generated from any of the Commercial Lots the cost or levy must be paid for by the Owner of the Commercial Lot.

13. Architectural and Landscape Standards

13.1 Adoption

The Owners Corporation adopts the Architectural and Landscape Standards.

13.2 Obligation to comply

The Owners Corporation, Owners and Occupiers must do everything necessary to comply with the Architectural and Landscape Standards.

13.3 Alteration of Architectural and Landscape Standards


Any amendment or repeal of the Architectural and Landscape Standards can only be made if it passed by Special Resolution of the members of the Owners Corporation.

14. Building Works

14.1 Consent

- (a) An Owner does not need the consent of the Owners Corporation to carry out Cosmetic Works affecting Common Property in connection with that Owner's Lot.
- (b) An Owner must have the approval of the Owners Corporation to carry out any Minor Renovations or Buildings Works affecting Common Property.
- (c) The Owners Corporation cannot unreasonably withhold consent under by-law 15.1(b) to the carrying out of Minor Renovations affecting Common Property in connection with an Owner's Lot, provided that the Owner has complied with the requirements in this by-law 15 including the requirements to give the notice under by-law 15.4(e).
- (d) If the Minor Renovation involves changing flooring covering, the provisions of by-law 6.3 apply in addition to this by-law 15.

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- (e) The Owners Corporation may only give consent to the carrying out of Building Works affecting Common Property if a Special Resolution has first been passed by the Owners Corporation that specifically authorises an Owner to carry out those Building Works unless the Owner has the special privilege to do so under a Common Property Rights by-law.
- (f) The Owners Corporation may in giving consent impose reasonable conditions in relation to the carrying out of the Minor Renovations or Building Works.

14.2 Procedures when carrying out Cosmetic Works

If an Owner carries out Cosmetic Works to Common Property in connection with that Owner's Lot, the Owner must:

- (a) Carry out the Cosmetic Works in a competent and proper manner; and
- (b) Repair any damage caused to any part of the Common Property or the property of another Owner or Occupier and carry out those repairs in a competent and proper manner.

14.3 Procedures before carrying out Building Works

Before carrying out Minor Renovations or 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.

14.4 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.

14.5 Release and indemnity

An Owner releases and indemnifies the Owners Corporation against all claims and liability caused by exercising a right or complying with an obligation under this by-law 14.

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14.6 Owners Corporation power of delegation

The Owners Corporation can delegate its powers and responsibilities relating to Minor Renovations under this by-law to the Strata Committee.

14.7 Common Property Rights by law for Building Works by Commercial Lots

- (a) This by law 14.7 is a Common Property Rights by-law.
- (b) The Owners of the Commercial Lots have the special privilege to carry out work on the Common Property in connection with any fit out or refurbishment of the Commercial Lot or the erection of signage for the Commercial Lot.
- (c) The special privilege referred to in by law 14.7(b) only applies to the extent the fit out or refurbishment of the Commercial Lot or the erection of signage for the Commercial Lot has been approved by the Owners Corporation.
- (d) Any Owner carrying out work on the Common Property in accordance with this by law 14.7 must:
 - (1) Undertake the work in a proper and workmanlike manner in accordance with the requirements of any Government Agencies and any applicable approval; and
 - (2) use only qualified, experienced and, if applicable, licenced contractors to undertake the work.
- (e) Subject to any conditions of consent imposed by the Owners Corporation, the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair any part of the Common Property the subject of this by law 14.7.

15. Use

Owners and Occupiers must ensure that their Lot is not used for any purpose that is prohibited by law.

16. Building Manager


16.1 Appointment

- (a) The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for Lakeview.
- (b) The Building Manager may be the Common Building Manager referred to in the Integrated Management Deed, in which case reference to the Building Manager in these by-laws is a reference to the Common Building Manager as referred to in that Deed.

16.2 Delegation

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

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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 Lakeview generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Lakeview.

17. Arrangements concerning Washington Park

17.1 Introduction

- (a) The Integrated Management Deed provides for the coordinated, proper and effective management of Washington Park. The arrangements governed by the Integrated Management Deed are intended, amongst other things, to foster and promote the amenity of Washington Park for the benefit of Owners and Occupiers alike.
- (b) The following terms in this by-law 17 which are defined in the Integrated Management Deed have the same meaning in this by-law as in the Integrated Management Deed:

Committee;

Common Building Manager;

Communications and Security System;

Development Lots;


Land and Housing Corporation;

Objectives;

Representative;

Washington Park.

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- (c) The parties bound by these by-laws acknowledge:
- (i) Lakeview is part of Washington Park which involves the urban renewal of land owned or previously owned by Land and Housing Corporation and occupied in part by tenants of Land and Housing Corporation;
 - (ii) The Communications and Security System serving Lakeview is or may become common to other parts of Washington Park;
 - (iii) The obligation of the Owners Corporation to manage the control, use, maintenance and repair of Common Property and the administration of the strata scheme generally will be directly affected by what happens in parts of Washington Park other than Lakeview;
 - (iv) Because of the nexus between the use and occupation of Lakeview and the management and control of other parts of Washington Park, it is appropriate for Lakeview to enter this by-law; and
 - (v) Because of the nexus between the use and occupation of Lakeview and the management and control of other parts of Washington Park, it is appropriate for Lakeview to become a party to the Integrated Management Deed so as to fulfil the Objectives.

17.2 Powers and Functions concerning Washington Park

The Owners Corporation has the power and function to enter into arrangements with the Developer or the owners of Development Lots or both in order to:

- (a) Fulfil the Objectives;
- (b) Maintain, repair, and if necessary, replace and upgrade the Communications System;
- (c) Appoint the Common Building Manager;
- (d) Appoint a Representative for the purposes of participating in meetings of the Committee;
- (e) Implement decisions of the Committee;
- (f) Do any other act or thing that the Owners Corporation considers necessary or desirable in connection with the management, control and use of Washington Park.

17.3 Powers and Functions concerning Washington Park


Without limiting the generality of by-law 17.2 the Owners Corporation has the power and function to enter into the Integrated Management Deed with the Developer (and if applicable, any other owners of Development Lots).

17.4 Obligations of Owners and Occupiers

Owners and Occupiers must:

- (a) promptly comply with and do everything necessary to give effect to:

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- (i) The terms of the Integrated Management Deed, to the extent they apply to Lakeview;
- (ii) Decisions taken by the Committee, to the extent they apply to Lakeview.
- (b) Not do anything or fail to do anything which has the effect of placing the Owners Corporation in breach of:
 - (i) the Integrated Management Deed; or
 - (ii) any decision of the Committee.

18. Special privilege for Air Conditioning Units – Residential Lots

18.1 Common Property Rights by-law

This is a Common Property Rights by-law.

18.2 Special Privilege Right


- (a) At the date of registration of the Strata Plan Air Conditioning Units were installed for each Residential Lot with the condensers located on the balcony and the pipes passing through Common Property to the living room of each lot.
- (b) The Owners and Occupiers of Residential Lots must keep the condenser for their Air Conditioning Unit on the balcony of their Lot in the same position as at the date of registration of the Strata Plan.
- (c) Each Owner of a Residential Lot has the exclusive use of an Air Conditioning Unit which services its Lot.
- (d) Each Owner of a Residential Lot has the special privilege to replace from time to time the Air Conditioning Unit with an air conditioning unit that is of a similar type and size and install the replacement plant in the same position as the Air Conditioning Unit being replaced.
- (e) The special privilege is granted in relation to that part of Common Property required for the installation and keeping of the Air Conditioning Unit.

18.3 Obligation of Owners

Owners of Residential Lots 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 Lakeview;

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- (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 the applicable requirements of Government Agencies about their Air Conditioning Unit.

18.4 Obligation of the Owners Corporation

Subject to by-law 19.3, the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, that part of the Common Property on which Air Conditioning Units servicing Residential Lots are installed.

19. Commercial Air Conditioning Units - Exclusive Use Rights

19.1 Common Property Rights by-law

This is a Common Property Rights by-law.

19.2 Exclusive Use

The Owners of the Commercial Lots have the exclusive use and enjoyment of:

- (a) the Common Property comprising the air conditioning riser;
- (b) that part of the Common Property connecting the air conditioning riser to lot 220,
- (c) the refrigerant pipes and cables located within the air conditioning riser; and
- (d) the Commercial Air Conditioning Plinth


for the purpose of installing, operating, maintaining, repairing and replacing Commercial Air Conditioning Units.

19.3 Obligation of Owners

The Owners of the Commercial Lots must, in respect of any Commercial Air Conditioning Unit servicing their Lot, at their cost:

- (a) Install, operate, maintain and repair the Commercial Air Condition Unit in good and serviceable repair and in accordance with the manufacturer's specifications;
- (b) maintain, repair and, where necessary, replace those parts of Common Property which comprise any part of the Commercial Air Conditioning Unit;
- (c) to the extent required ensure the fire proofing of any penetration of the Common Property walls or slabs is maintained so as to meet the Australian fire standards required for the building in Lakeview;
- (d) comply with the requirements of Government Agencies that apply to the Commercial Air Conditioning Unit; and

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- (e) use only qualified, experienced and, if applicable, licenced contractors to undertake any work referred to in this by-law 19.3.

19.4 Obligation of the Owners Corporation

Subject to by-law 19.3, the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, that part of the Common Property on which Commercial Air Conditioning Units are installed.

20. Exhaust Riser – Exclusive Use Rights

20.1 Common Property Rights by-law

This is a Common Property Rights by-law.

20.2 Exclusive Use

The Owners of the Commercial Lots have the exclusive use and enjoyment of:

- (a) the Exhaust Riser; and
- (b) the Commercial Air Conditioning Plinth


for the purpose of installing, operating, maintaining, repairing and replacing any Kitchen Exhaust.

20.3 Obligation of the Owners concerning the Kitchen Exhaust

Any Owner of a Commercial Lots who installs or operates a Kitchen Exhaust must, at their cost:

- (a) Ensure that any Kitchen Exhaust is of a type, size, design and specification that is fit for its intended use;
- (b) Install the Kitchen Exhaust in a proper and workmanlike manner in accordance with the manufacturer's specifications and the requirements of any Government Agencies;
- (c) operate, maintain, clean and repair the Kitchen Exhaust in good and serviceable repair and in accordance with manufacturer's specifications;
- (d) If the Kitchen Exhaust permanently ceases to be used, in a proper and workmanlike manner remove the Kitchen Exhaust and (if no other Kitchen Exhaust is being used) cap the Exhaust Riser;
- (e) to the extent required ensure the fire proofing of any penetration of the Common Property walls or slabs is maintained so as to meet the Australian fire standards required for the building in Lakeview;
- (f) comply with the requirements of Government Agencies that apply to the use of the Kitchen Exhaust; and
- (g) use only qualified, experienced and, if applicable, licenced contractors to undertake any work referred to in this by-law 20.3.

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20.4 Maintenance of the Exhaust Riser

The Owners of those Commercial Lots that use the Exhaust Riser are responsible for the proper maintenance of, and keeping in a state of good and serviceable repair the Exhaust Riser.

20.5 Rights of the Owners Corporation

If an Owner fails to comply with its obligations under this by-law 20 the Owners Corporation may undertake those obligations on either the Commercial Lot or the Common Property and by-law 28 will apply.

21. Special Privilege For Grease Arrestor

21.1 Common Property Rights by-law

This is a Common Property Rights by-law.

21.2 Special privilege rights

- (a) At the date of registration of the Strata Plan the Grease Arrestor was installed within the Common Property.
- (b) Each Owner of the Commercial Lots has the special privilege to connect to and use the Grease Arrestor.

21.3 Obligation of the Owners


- (a) The Owners of the Commercial Lots are responsible for the regular pump out, cleaning and proper maintenance of, and keeping in a state of good and serviceable repair the Grease Arrestor.
- (b) The Owners of the Commercial Lots will be responsible for the costs referred to in by-law 21.3(a) in equal shares unless a commercial kitchen is operated from one or more of the Commercial Lots in which case those Commercial Lots operating a commercial kitchen will be responsible for that cost.
- (c) If an Owner fails to comply with its obligations under this by-law 21 the Owners Corporation may undertake those obligations on either the Commercial Lot or the Common Property and by-law 28 will apply.

21.4 Obligations of Owners

Without limiting by-law 21.3, the Owners of the Commercial Lots must, at their cost (in equal shares subject to by-law 21.3(b)):

- (a) make good any damage to Common Property caused in the use, maintenance, repair or replacement of the Grease Arrestor;
- (b) use contractors approved by the Owners Corporation to maintain repair and, where necessary, replace those parts of Common Property where the Grease Arrestor (or any part of it) is fitted and installed; and
- (c) comply with the requirements of any Government Agencies about the Grease Arrestor.

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22. Energy and water rated appliances

All appliances installed in a Lot must be energy rated appliances with an energy star rating of 3 stars or more. All fittings must be water saving fittings and appliances with AAA water rating or more.

23. Damage to Common Property

23.1 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 Lakeview on their behalf.

23.2 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.

24. Insurance premiums

24.1 Consent from the Owners Corporation

An Owner or Occupier must have consent from the Owners Corporation to do anything that might invalidate or suspend any insurance policy effected by the Owners Corporation or increase the premium.

24.2 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.


25. Security

25.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into Lakeview; and
- (b) prevent fires and other hazards.

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25.2 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 Lakeview.

25.3 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 Lakeview where an Owner or Occupier does not own or occupy a Lot or have access to according to a Common Property Rights by-law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of Lakeview.

25.4 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 Lakeview.

26. Security Keys

26.1 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 25.


26.2 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 Lakeview 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.

26.3 Ownership

Security Keys belong to the Owners Corporation.

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26.4 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.

26.5 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.

26.6 Prohibitions

An Owner or Occupier must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

27. Consents

27.1 Who may give consent?


Unless a by-law or the Management Act states otherwise, consents under these by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee at a meeting of the Strata Committee.

27.2 Conditions

The Owners Corporation or the Strata Committee may make conditions if they give a consent to do things under these by-laws.

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27.3 Revocation

The Owners Corporation or the Strata 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.

28. Failure to comply with by-laws

28.1 Notice for breach

The Owners Corporation may serve a notice in accordance with section 146 of the Management Act for any failure to comply with these by-laws, and in addition the Owners Corporation may make an application to the Civil & Administrative Tribunal, pursuant to section 147 of the Management Act.

28.2 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.

28.3 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.

29. Service of documents

29.1 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.

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SCHEDULE 1 - Architectural and Landscape Standards

1. Overview

1.1 Definitions

- (a) In these Architectural and Landscape Standards:

Building means the building which comprises Lakeview.

Original Building Configuration means the external appearance of the Building and the landscaping of Lakeview at the time of registration of the Strata Plan assuming that all building and landscaping works then being undertaken by the Developer had been completed.

Related Body Corporate has the meaning it has in the Corporations Act 2001 (Cth).

Washington Park means the development undertaken by the Developer (or any Related Body Corporate of the Developer) on lots 2, 5, 7 and 9 in deposited plan 1191223 and includes associated works for the public amenity. If the Developer or a Related Body Corporate of the Developer develops additional land in the vicinity of these lots then "Washington Park" will include that additional land.

- (b) Words used in these Architectural and Landscape Standards which are defined in clause 1.1 of the by-laws have the same meaning as in clause 1.1.

1.2 Purpose of these Architectural And Landscape Standards

The purpose of these Architectural and Landscape Standards is to control the external appearance of Lakeview by governing works to be undertaken to the Building and the landscaped parts of Lakeview to:

- (a) preserve the design integrity and architectural quality of Lakeview and the other parts of Washington Park;
- (b) maintain the high aesthetic standards that make Lakeview and the other parts of Washington Park an attractive and desirable place to reside; and
- (c) uphold property values for Owners.


1.3 What do these Architectural and Landscape Standards regulate?

These Architectural and Landscape Standards regulate all works to be undertaken to the Building and landscaping where the works impact on the external appearance of the Building.

1.4 Who must comply with the Architectural and Landscape Standards?

The Owners Corporation, Owners and Occupiers must comply with these Architectural and Landscape Standards before doing any works to the Building, any landscaping, or any other work regulated by the by-laws. The Owners Corporation must not give consent to any Building Works unless those proposed works comply with these Architectural and Landscape Standards.

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2. Obligations Owners, Occupiers and the Owners Corporation

2.1 Owners and Occupiers

- (a) Subject to clause 2.1 (c) Owners and Occupiers must not carry out any works to any external area or facade or structure within a Lot which alters the Original Building Configuration.
- (b) For the avoidance of doubt the obligations of Owners and Occupiers under clause 2.1 (a) extend to any changes to or the erection of:
 - (i) the colour of any surface;
 - (ii) the type or quality of the materials used (unless such materials are of a higher quality);
 - (iii) the reflective nature of any surface;
 - (iv) the soundproofing qualities of any materials or surface;
 - (v) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like);
 - (vi) the nature of any hard surface, paving or walkway;
 - (vii) the nature of any soft surface or grassed area;
 - (viii) the landscaping of any outside areas;
 - (ix) the external lighting; or
 - (x) satellite dishes, aerials or other communication devices.
- (c) Owners and Occupiers may carry out any works to any external area or facade or structure within a Lot which alters the Original Building Configuration where:
 - (i) they have obtained the prior written consent of the Owners Corporation; and
 - (ii) the Owners Corporation is satisfied acting reasonably the alteration is minor and does not materially alter the Original Building Configuration.


2.2 The Owners Corporation

- (a) The Owners Corporation must not carry out any works to any external area or facade or structure of the Building which alters the Original Building Configuration unless the Owners Corporation is satisfied acting reasonably the alteration is minor and does not materially alter the Original Building Configuration.
- (b) The Owners Corporation must in a proper and workmanlike manner regularly maintain the landscaped areas of the Common Property to the same standard as the Original Building Configuration.

Approved Form 7		Strata Plan By-laws	Sheet 33 of 34 sheet(s)
Registered:  2.2.2018		Office Use Only	Office Use Only
		SP96606	

- (c) The Owners Corporation must manage the enforcement of the by-laws which relate to the external appearance of the Building to prevent any change from the Original Building Configuration arising from a breach of the by-laws including (but not limited to) managing the enforcement of the by-laws that relate to:
- (i) the approved colour and standard of any window covers including the solar treatment or tinting of any glass surface;
 - (ii) the approved outdoor furniture or storage of items on any balcony;
 - (iii) the prohibition against Owners and Occupiers hanging laundry (or other items) in any area of their Lot so that it is visible from outside the Lot;
 - (iv) the fixing of items to the facade of the Building including the balcony and the use of balconies generally (including the use of barbeques);
 - (v) the enclosing of any balcony;
 - (vi) the attaching or erecting of any aerial or satellite dish;
 - (vii) the changing of any external lighting on a Lot; and
 - (viii) the installation of alarms and other security devices.

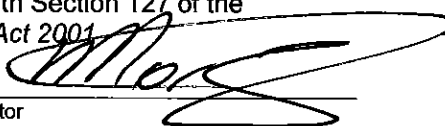
ePlan

Approved Form 7	Strata Plan By-laws	Sheet 34 of 34 sheet(s)
Registered:  2.2.2018	Office Use Only	Office Use Only
<h1>SP96606</h1>		

Signing page

Executed by **PAYCE COMMUNITIES NO. 3 PTY LTD ABN 39 164 542 536** 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 BAILISON
Name of ~~director~~ company secretary (print)

Signed for and on behalf of
AustralianSuper Pty Ltd (ABN 94 006 457 987) as trustee of AustralianSuper (ABN 65 714 394 898) by its undersigned attorneys who have not received any notice of revocation of the Power of Attorney dated ~~15 September 2016~~ **7 DECEMBER 2017** registered Book ~~4723 No 21~~ **BK. 4735 No. 227**, in the presence of:

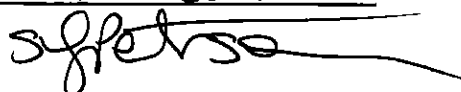

Attorney Signature


Print Name: **Wayne Lasky**

Witness

Print Name:

Sarah Peterson.



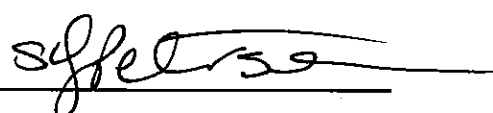

Attorney Signature

Print Name:

Brae Sokolski

Witness

Print Name:



Sarah Peterson.

F107524

CONVEYANCING ACT 1919-1943.

REAL PROPERTY ACT 1900.

NOTIFICATION OF ACQUISITION OF LAND AND EASEMENTS
SUBJECT TO THE PROVISIONS OF THE REAL PROPERTY
ACT 1900.

I, Kenneth Hamilton Bailey Solicitor-General of the
Commonwealth of Australia, DO HEREBY CERTIFY that the copy
Gazette Notification hereunto annexed is a true copy of the
Gazette Notification contained in the Commonwealth of Australia
Gazette No. 58 dated 28th March, 1946, declaring that the land
and easements over the land therein described being the land
mentioned in the Schedule hereunder written have been acquired
by the Commonwealth of Australia AND I REQUEST that you will
deal with and give effect to the said Notification in the
manner provided in the Real Property Act 1900 AND I HEREBY
FURTHER CERTIFY that this Instrument is correct for the pur-
poses of the Real Property Act 1900.

SCHEDULE.

Lot	Deposited Plan	Part or Whole	Volume	Folio	
Part of Lot 3	6252	Part	4337 3303	196 186	✓ (Easement)
PORTION 133 (P ⁿ)		Whole	916	240	✓
79	7136	Whole	3114	243	✓
7	6252	Part	928	246	✓
PORTION 132 (P ⁿ)	6252	Whole	669	25	✓
2	12594	Part	2248	76	✓
Part of Lot 4	10563	Part	3334	30	✓ (Easement)
Part of Lot 1	10563	Part	4826	12	✓ (Easement)
Part of Lot 3	6252	Part	3308	156	✓ (Easement)
Part of Lot 5	10563	Part	4241	147	✓ (Easement)

Dated the twentieth day of June 1946.

SIGNED in my presence by the
Solicitor-General of the Common-
wealth for and on behalf of The
Commonwealth of Australia who is
personally known to me:

K. H. Bailey
Solicitor-General.

Acting for Secretary,
Attorney-General's Department.

ORIGINAL FILED IN VAULT
SEE 13414(2)

Please consolidate
Commonwealth
25/6/46

Ref:P050/18 /Src:M

F107524

Notification of Acquisition
and Acquisition of Base.

Lodged by Commonwealth's Attorney
Solicitor

108-120 Pitt Street Syd

1929 Feb.

Particulars entered in Register Book,

Vol.	Fol.	Vol.	Fol.
669	25✓	3308	156
916	240✓	3334	30✓
928	246	4241	147✓
2248	76✓	4337	196✓
3114	243✓	4826	12
		6337	53

the 27th day of ~~November~~^{FEBRUARY}, 1951
at 12 o'clock noon.

REGISTRAR GENERAL

PROGRESS CHECK

SECRET/CONFIDENTIAL

RECEIVED

0.4689.0

STOCKS

104100

CONFIDENTIAL

100-44388-1A

\$ 100.00

69

[illegible]

6332

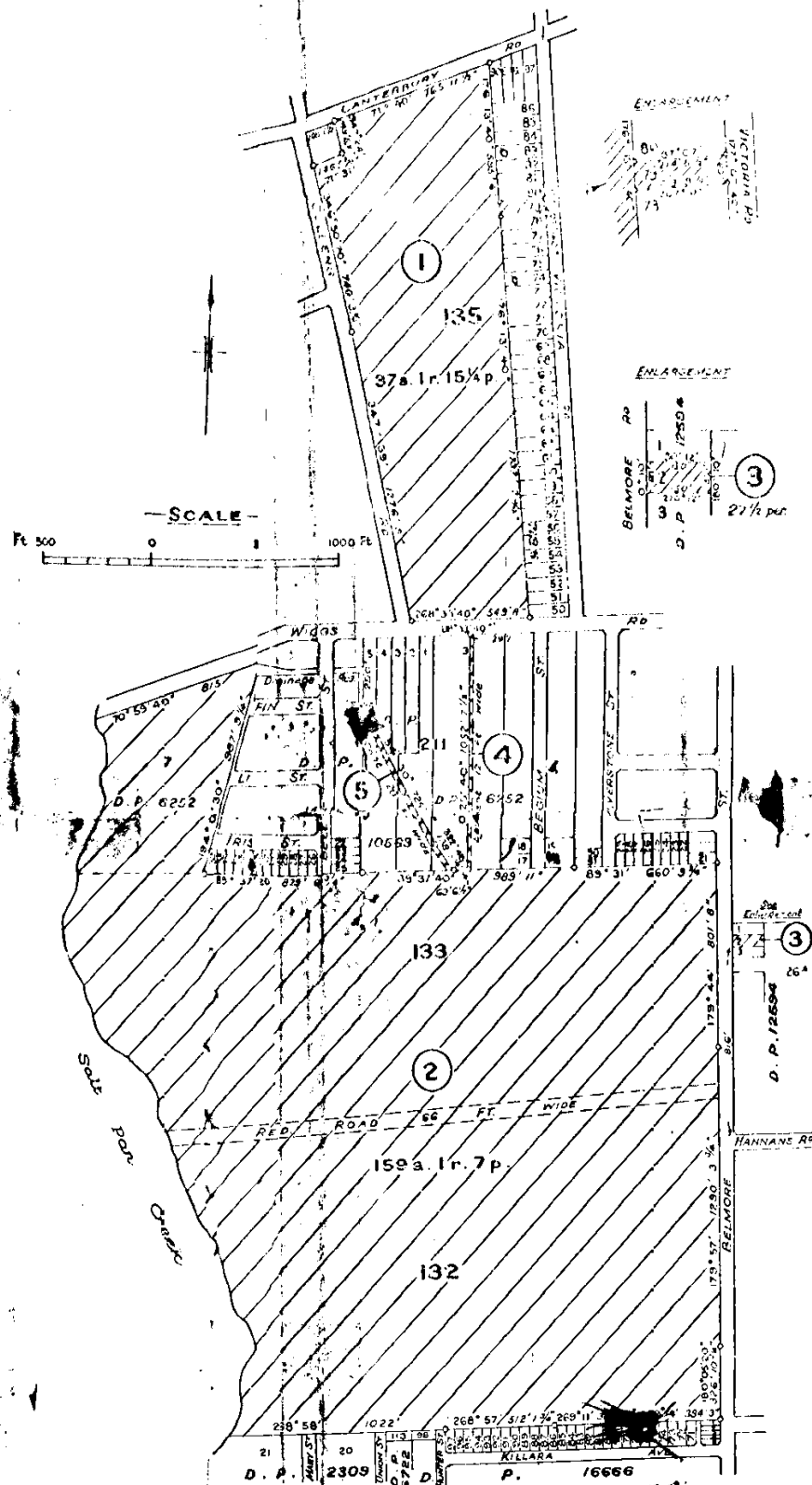
20-10

EXTRA FEES

Diagram

Extra Folia

1 JUN 1951



COMMUNITARIANISM IN AUSTRALIA

FRANKLIN, S. H. III, 40300 SW 44th.

On the twentieth day of March, One thousand eight hundred and forty-six.

GOVERNMENT (GENERAL)

$$J_1(\lambda) = \begin{pmatrix} \lambda & 0 \\ 0 & \lambda \end{pmatrix}, \quad J_2(\lambda) = \begin{pmatrix} \lambda & 1 \\ 0 & \lambda \end{pmatrix}, \quad J_3(\lambda) = \begin{pmatrix} \lambda & 1 & 0 \\ 0 & \lambda & 1 \\ 0 & 0 & \lambda \end{pmatrix}$$

Typical Riparian or Liasis Reference

$$i_1^{-1}(M)_A.$$

200) plus hereunder.

PLATE 10. *Leptocarpus*

[illegible]

Thus in the early notification referred to

2000

10

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 12/09/2018 15:51
Order No. 53165661
Certificate No: 83249053
Your Reference: 131540
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AK329672
Available: Y
Size (KB): 107
Number of Pages: 5
Scan Date and Time: 24/05/2016 12:01

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

AK 58614



Form: 01TG
Release: 3-1

Rel
10/5

TRANSFER
GRANTING EASEMENT
New South Wales
Real Property Act 1900

AK329672L

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 7/1191223	Dominant Tenement An easement in gross pursuant to S88A of the Conveyancing Act 1919
---------------------------------------	--

(B) **LODGED BY**

10 MAY 2016

Document Collection Box 74s	Name, Address or DX, Telephone, and Customer Account Number if any LTS LOCKLEY Allens DX 105 Sydney LEVEL 1, 810 PACIFIC HIGHWAY LLPN 123024W GORDON NSW 2072 Tel: 02 9230 4000 PH: 1300 507 000 Reference: 33401 42112 EMT DVAM: 120575876	CODE TG
---------------------------------------	--	--------------------------

(C) **TRANSFEROR**

PAYCE COMMUNITIES NO. 3 PTY LIMITED (ACN 164 542 536)

(D)

The transferor acknowledges receipt of the consideration of \$ 1.00
and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

AN EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.365 WIDE AND VARIABLE MORE PARTICULARLY DESCRIBED IN ANNEXURE "B"

out of the servient tenement and appurtenant to the dominant tenement.

(F)

Encumbrances (if applicable):

(G) **TRANSFeree**

AUSGRID ABN 67 505 337 385

DATE

See Annexure "A" for execution

(H) I certify that I am an eligible witness and that an authorised officer of the transferor signed this dealing in my presence.
[See note* below].

~~Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.~~

Signature of witness:

Signature of authorised officer:

Name of witness:

Authorised officer's name:

Address of witness:

Authority of officer:

Signing on behalf of:

PAYCE COMMUNITIES
NO. 3 PTY LIMITED

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence.
[See note* below].

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 witness:

Signature of attorney:

Name of witness:

Lisa Jane Anderson

Address of witness:

Attorney's name:

Michael McHugh

Signing on behalf of:

Power of attorney-Book:

AUSGRID

-No.:

4672 4693

588 331

570 GEORGE STREET
SYDNEY NSW 2000

* 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

Page 1 of 4

1303

Annexure AA to TRANSFER GRANTING EASEMENT

Parties:

PAYCE COMMUNITIES NO. 3 PTY LIMITED (A.B.N. 39 164 542 536) as transferor and
AUSGRID (A.B.N. 67 505 337 385) as transferee

Dated: _____

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 Communities No. 3 Pty Limited
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:



Name of authorised person:

Dominic Sullivan
Office held: Director

Signature of authorised person:



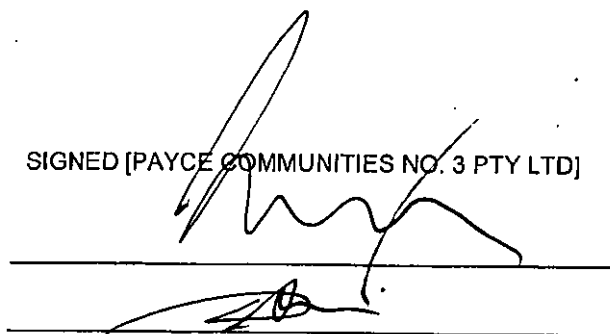
Name of authorised person: Brian Boyd

Office held: Director

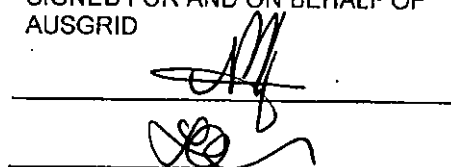
**THIS IS ANNEXURE "A" REFERRED TO IN THE TRANSFER GRANTING
EASEMENT BETWEEN PAYCE COMMUNITIES NO. 3 PTY LIMITED AS
TRANSFEROR AND AUSGRID AS TRANSFEREE
DATED:**

An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the servient tenement shown as "EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.365 WIDE AND VARIABLE" on Annexure "B" on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

SIGNED [PAYCE COMMUNITIES NO. 3 PTY LTD]



SIGNED FOR AND ON BEHALF OF
AUSGRID



REF: 33401-42112

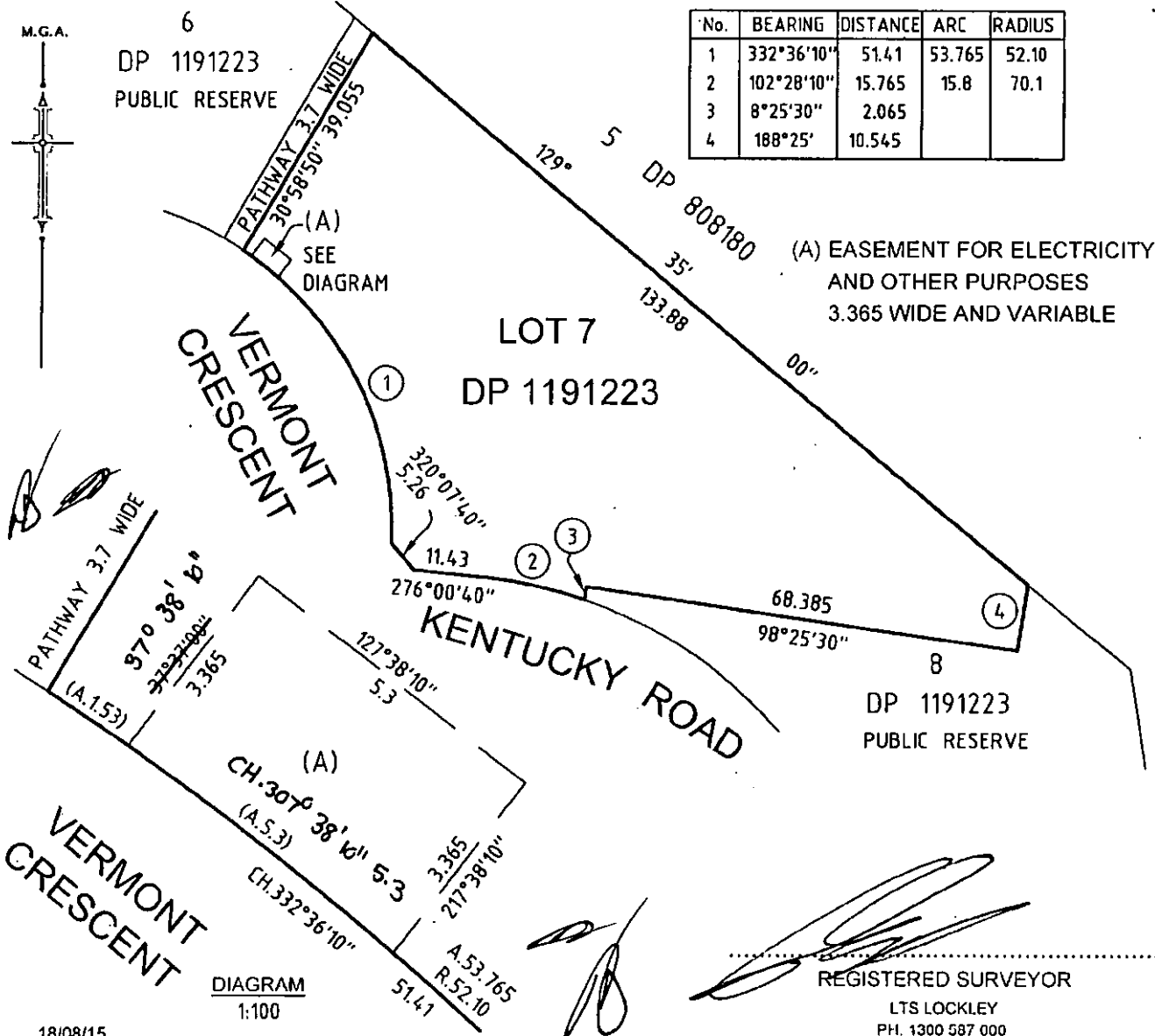
LOCALITY : RIVERWOOD NORTH
 LGA : CANTERBURY

PLAN
 OF EASEMENT WITHIN
 LOT 7 DP 1191223

ANNEXURE "B"

PARISH OF ST GEORGE - COUNTY OF CUMBERLAND

REDUCTION RATIO 1:1000



SIGNATURES AND SEALS OF PARTIES

[Handwritten signature]

[Handwritten signature]

15 January 2016

The Registrar General
Land and Property Information
Queens Square
Sydney NSW 2000

Dear Sir

Ausgrid Easement from NSW Land and Housing Corporation
Property: 5 Vermont Crescent, Riverwood
Caveat No.: AJ712871
Our ref: HEM/AUS096-00318

We act for Ausgrid and on behalf of Ausgrid lodged caveat AJ712871 to protect Ausgrid's interest under a Deed of Agreement for Easement.

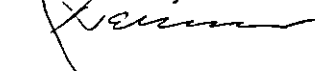
We are instructed to consent to the registration of:

- 1 a transfer from NSW Land and Housing Corporation to Payce Communities No 3 Pty Limited;
- 2 a mortgage by Payce Communities No 3 Pty Ltd to AustralianSuper of Level 33, 50 Lonsdale Street, Melbourne, Victoria; and
- 3 a Transfer Granting Easement in favour of Ausgrid.

Caveat AJ712871 should be removed on registration of the Transfer Granting Easement.

If you require any additional information please contact our office.

Yours faithfully



Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Chairman & Partner responsible:
Mark Hickey
e: mark.hickey@sparke.com.au

Newcastle

Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | melbourne | newcastle | perth | port macquarie | sydney | upper hunter HEM\MBL\48774245\2

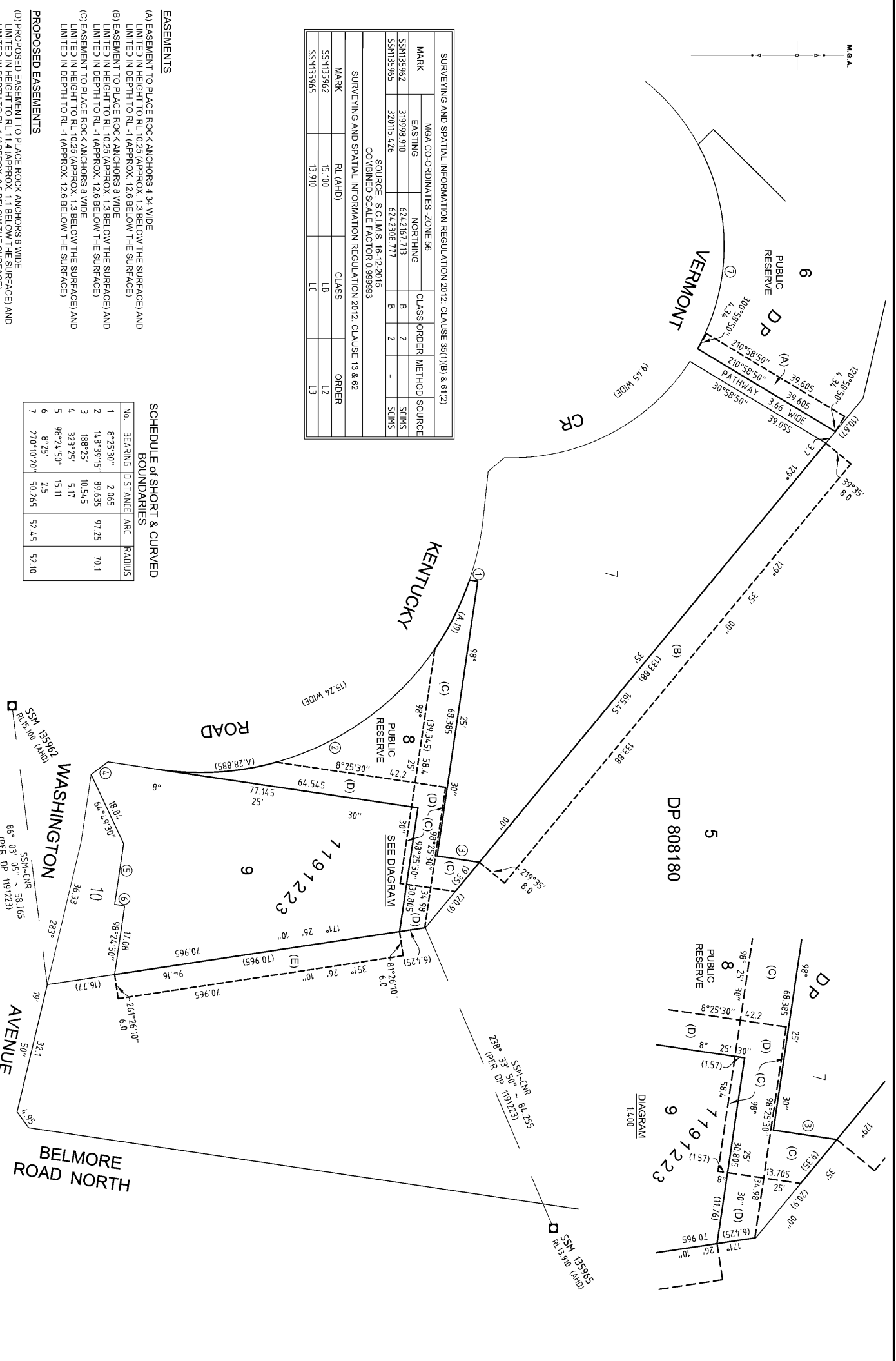
CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 12/09/2018 15:52
Order No. 53165687
Certificate No: 83249079
Your Reference: 131540
Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 1219621
Available: Y
Size (KB): 195
Number of Pages: 6
Scan Date and Time: 24/05/2016 14:02

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SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(B) & 6(12)				
MARK	MGA CO-ORDINATES - ZONE 56	CLASS ORDER METHOD	SOURCE	
SSM135962	EASTING 319998.910	B	2	-
SSM135965	NORTHING 624216.713	B	2	-
SSM135965	320115.426	B	2	-
SOURCE: SCIMS 16.12.2015				
COMBINED SCALE FACTOR 0.999993				
SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 13 & 62				
MARK	RL (AHD)	CLASS	ORDER	
SSM135962	15.100	LB	L2	
SSM135965	13.910	LC	L3	

EASEMENTS

- (A) EASEMENT TO PLACE ROCK ANCHORS 4.34 WIDE LIMITED IN HEIGHT TO RL 10.25 (APPROX. 1.3 BELOW THE SURFACE) AND LIMITED IN DEPTH TO RL -1 (APPROX. 12.6 BELOW THE SURFACE)
- (B) EASEMENT TO PLACE ROCK ANCHORS 8 WIDE LIMITED IN HEIGHT TO RL 10.25 (APPROX. 1.3 BELOW THE SURFACE) AND LIMITED IN DEPTH TO RL -1 (APPROX. 12.6 BELOW THE SURFACE)
- (C) EASEMENT TO PLACE ROCK ANCHORS 8 WIDE LIMITED IN HEIGHT TO RL 10.25 (APPROX. 1.3 BELOW THE SURFACE) AND LIMITED IN DEPTH TO RL -1 (APPROX. 12.6 BELOW THE SURFACE)

PROPOSED EASEMENTS

- (D) PROPOSED EASEMENT TO PLACE ROCK ANCHORS 6 WIDE LIMITED IN HEIGHT TO RL 11.4 (APPROX. 1.1 BELOW THE SURFACE) AND LIMITED IN DEPTH TO RL 4 (APPROX. 8.5 BELOW THE SURFACE)
- (E) PROPOSED EASEMENT TO PLACE ROCK ANCHORS 6 WIDE LIMITED IN HEIGHT TO RL 11.4 (APPROX. 1.1 BELOW THE SURFACE) AND LIMITED IN DEPTH TO RL 4 (APPROX. 8.5 BELOW THE SURFACE)

NOTE: ALL REDUCED LEVELS (RL'S) ARE ON AUSTRALIAN HEIGHT DATUM (AHD)

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1	8°25'30"	2.065		70.1
2	148°39'15"	89.635	97.25	70.1
3	188°25'	10.545		
4	323°25'	5.17		
5	98°24'50"	15.11		
6	8°25'	2.5		
7	210°10'20"	50.265	52.45	52.10

Surveyor: GLENN HARRIS COX
Date of Survey: 18/12/15
Surveyor's Reference: 33401-42308DP
LPI COMPLETE APPROVED 9/12/15

PLAN OF EASEMENTS WITHIN LOT 5
DP808180, LOTS 6, 8 AND 9 DP1191223

LGA: CANTERBURY
Locality: RIVERWOOD
Subdivision No. -
Lengths are in metres. Reduction Ratio 1:600

Registered:
24.5.2016

DP1219621

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

<p>Registered:  24.5.2016</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENTS</p>	<p>Office Use Only</p> <p>Office Use Only</p> <p>DP1219621</p>
<p>PLAN OF EASEMENTS WITHIN LOT 5 DP808180, LOTS 6, 8 AND 9 DP1191223</p>	<p>LGA: CANTERBURY</p> <p>Locality: RIVERWOOD</p> <p>Parish: ST GEORGE</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, GLENN HARRIS COX of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: Dated: 18/12/15</p> <p>Surveyor ID: 875</p> <p>Datum Line: N/A</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating/*Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p>Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP808180</p> <p>DP1191223</p>
<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>	<p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 33401-42308DP LPI Compile Approval 9-12-15</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Registered:



24.5.2016

Office Use Only

Office Use Only

PLAN OF EASEMENTS WITHIN LOT 5
DP808180, LOTS 6, 8 AND 9 DP1191223

DP1219621

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. EASEMENT TO PLACE ROCK ANCHORS 4.34 WIDE LIMITED IN HEIGHT TO RL 10.25 (APPROX. 1.3 BELOW THE SURFACE) AND LIMITED IN DEPTH TO RL-1 (APPROX. 12.6 BELOW THE SURFACE) (A)
2. EASEMENT TO PLACE ROCK ANCHORS 8 WIDE LIMITED IN HEIGHT TO RL 10.25 (APPROX. 1.3 BELOW THE SURFACE) AND LIMITED IN DEPTH TO RL-1 (APPROX. 12.6 BELOW THE SURFACE) (B)
3. EASEMENT TO PLACE ROCK ANCHORS 8 WIDE LIMITED IN HEIGHT TO RL 10.25 (APPROX. 1.3 BELOW THE SURFACE) AND LIMITED IN DEPTH TO RL-1 (APPROX. 12.6 BELOW THE SURFACE) (C)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 33401-42308DP LPI Compile Approval 9-12-15

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:



24.5.2016

Office Use Only

Office Use Only

PLAN OF EASEMENTS WITHIN LOT 5
DP808180, LOTS 6, 8 AND 9 DP1191223

DP1219621

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- 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.

Subdivision Certificate number:

Date of Endorsement:

Christopher Mark Lenard, Manager of Corporate Projects, as a duly authorised delegate of the General Manager on behalf of Canterbury City Council and I hereby certify that I have no notice of revocation of such delegation

Christopher Mark Lenard

Signature of Witness

9/- 137 BEAMISH STREET CAMPSIE

Name and address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 33401-42308DP LPI Compile Approval 9-12-15

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Registered:



24.5.2016

Office Use Only

Office Use Only

PLAN OF EASEMENTS WITHIN LOT 5
DP808180, LOTS 6, 8 AND 9 DP1191223

DP1219621

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- 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.

Subdivision Certificate number:

Date of Endorsement:

Signed by me Michael Kourakis
as Delegate of the New South Wales
Land and Housing Corporation and I
hereby Certify that I have no notice of
revocation of such delegation:

Michael Kourakis

(Please Print Name)

Manager ~~Site Clearance & Survey Manager~~

Contracts

ANTONINO CALABRIETRO

Name of Witness

223-239 Liverpool Road

Ashfield NSW 2134

Signature of witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 33401-42308DP LPI Compile Approval 9-12-15

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:



24.5.2016

Office Use Only

Office Use Only

PLAN OF EASEMENTS WITHIN LOT 5
DP808180, LOTS 6, 8 AND 9 DP1191223

DP1219621

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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.

Subdivision Certificate number:

Date of Endorsement:

EXECUTED by
Payce Communities No. 3 Pty Ltd
ABN 39 164 542 536
in accordance with Section 127
of the Corporations Act

)
)
)
)
)

Signature of Director

Signature of Director/secretary

DOMINIC SULLIVAN

NAME (please print)

Brian Boyd

NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 33401-42308DP LPI Compile Approval 9-12-15

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 12/09/2018 15:52

Order No. 53165687

Certificate No: 83249080

Your Reference: 131540

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Deposited Plan - 88B 1219621

Available: Y

Size (KB): 160

Number of Pages: 7

Scan Date and Time: 24/05/2016 14:02

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

ePlan

Instrument setting out terms of Easements or Profits 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 7 sheets)

Plan: DP1219621

Plan of Easements Within Lot 5
 DP808180, Lots 6, 8 and 9 DP1191223

Full name and address of the owner of the land:

Payce Communities No.3 Pty Limited ABN 39 164 542
 536 c/- Level 37 Chifley Tower, 2 Chifley Square,
 Sydney NSW 2000

Canterbury City Council, Administration Building 130
 Beamish Street, Campsie NSW 2194

New South Wales Land and Housing Corporation, Level
 1, 223-229 Liverpool Road, Ashfield NSW 2131

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	Easement to place rock anchors 4.34 wide limited in height to RL 10.25 (approx. 1.3 below the surface) and limited in depth to RL -1 (approx. 12.6 below the surface) shown as (A) on the plan.	6/1191223	7/1191223
2	Easement to place rock anchors 8 wide limited in height to RL 10.25 (approx. 1.3 below the surface) and limited in depth to RL -1 (approx. 12.6 below the surface) shown as (B) on the plan.	5/808180	7/1191223
3	Easement to place rock anchors 8 wide limited in height to RL 10.25 (approx. 1.3 below the surface) and limited in depth to RL -1 (approx. 12.6 below the surface) shown as (C) on the plan.	8/1191223 9/1191223	7/1191223

X

Lengths are in metres:

(Sheet 2 of 7 sheets)

Plan: **DP1219621**

Plan of Easements Within Lot 5
DP808180, Lots 6, 8 and 9
DP1191223

Part 2 (Terms)

Terms of easement, profit à prendre, restriction, or positive covenant numbered 1-3 in the plan.

1 Defined terms

For the purpose of this easement the following terms have the meaning ascribed to them in this clause:

- (1) **Easement Site** means the site of this easement.
- (2) **Equipment** means all necessary tools, implements, materials, machinery and vehicles.
- (3) **Lot Benefited** means the land benefited by this easement.
- (4) **Lot Burdened** means the land subject to this easement.
- (5) **Proprietor of the Lot Benefited** means every person who is at any time entitled to an estate or interest in the Lot Benefited, including without limitation, any freehold or leasehold estate or interest in possession in the Lot Benefited and each part of the Lot Benefited.
- (6) **Proprietor of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation, any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.
- (7) **Rock Anchors** mean metal anchorages inserted below the surface of the Lot Burdened and then attached to structures on the Lot Benefited by steel cables to provide those structures with support.

2 Easement for the placement of Rock Anchors

2.1 Subject to clause 3, the Proprietor of the Lot Benefited may:

- (1) install Rock Anchors within the Easement Site;
- (2) maintain, repair and replace the whole or any part of the Rock Anchors; and
- (3) do anything reasonably necessary for that purpose including:
 - (a) entering the Easement Site;
 - (b) taking anything on to the Easement Site (including Equipment); and
 - (c) carrying out work.

2.2 In exercising its rights under this clause 2, the Proprietor of the Lot Benefited must:

- (1) ensure all work is done properly;
- (2) cause as little inconvenience as is practicable to the Lot Burdened or any use then being made of it;
- (3) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (4) restore the Lot Burdened as nearly as is practicable to its former condition (except that the anchorages may be left below the surface of the Lot Burdened); and

Lengths are in metres:

(Sheet 3 of 7 sheets)

Plan: DP1219621

Plan of Easements Within Lot 5
DP808180, Lots 6, 8 and 9
DP1191223

Part 2 (Terms) (Cont.)

- (5) make good any collateral damage.

3 Pre-conditions to the placement of the Rock Anchors

3.1 Prior to the installation of any Rock Anchors, the Proprietor of the Lot Benefited must:

- (1) obtain and provide to the Proprietor of the Lot Burdened a full dilapidation survey with respect to the Easement Site;
- (2) obtain and provide to the Proprietor of the Lot Burdened any statutory approval required for the installation of the Rock Anchors;
- (3) obtain and provide to the Proprietor of the Lot Burdened certification from a suitably qualified geotechnical engineer that:
 - (a) the intended manner of rock anchoring is efficacious in terms of suitability for the purpose it is intended to serve; and
 - (b) the rock anchoring works are unlikely to cause damage to the Lot Burdened; and
- (4) authorise the certifying geotechnical engineer to call for and insist upon supervision of the rock anchoring by a suitably qualified technician, who will provide certification that:
 - (a) the process of inserting and stressing the steel cables has been carried out in a suitable manner; and
 - (b) the process of de-stressing and removing the steel cables has been carried out in a suitable manner.

4 Term of the easement

4.1 The Proprietor of the Lot Benefited acknowledges that this easement will lapse in accordance with this clause 4 without the need for the Proprietor of the Lot Burdened taking any action in that regard.

4.2 This easement will lapse upon the first to occur of:

- (1) the Rock Anchors being removed in accordance with clause 5; and
- (2) the date that is one year from the date that this easement is registered.

5 Removal of the Rock Anchors

5.1 The Proprietor of the Lot Benefited must attend to the following, at its own cost:

- (1) De-stress and remove the steel cables attached to the anchorages.
- (2) Provide the Proprietor of the Lot Burdened with any certification referred to in clause 3.1(4).
- (3) Restore the Lot Burdened to the condition it was in prior to the installation of the Rock Anchors (including repairing any damage to the satisfaction of the Proprietor of the Lot Burdened, acting reasonably), having regard to the dilapidation survey provided under clause 3.1(1) (except that the anchorages may be left below the surface of the Lot Burdened).

X



Lengths are in metres:

(Sheet 4 of 7 sheets)

Plan: **DP1219621**

Plan of Easements Within Lot 5
DP808180, Lots 6, 8 and 9
DP1191223

Part 2 (Terms) (Cont.)

- 5.2 The Proprietor of the Lot Benefited must undertake any work under clause 5.1:
- (1) in accordance with any relevant Australian standard; and
 - (2) in accordance with the requirements of any relevant statutory authority.
- 5.3 Upon completion of the works required to be carried out in accordance with this clause 5, the Proprietor of the Lot Benefited must provide to the Proprietor of the Lot Burdened a Works-as-Executed plan with respect to those works.

6 Failure to comply

- 6.1 If the Proprietor of the Lot Benefited fails to comply with any obligation imposed on it under the terms of the easement, the Proprietor of the Lot Burdened may serve notice on the Proprietor of the Lot Benefited setting out:
- (1) what the Proprietor of the Lot Benefited has failed to do;
 - (2) what the Proprietor of the Lot Burdened requires the Proprietor of the Lot Benefited to do in order to rectify that matter; and
 - (3) the time within which that must be done, which must be a reasonable time.
- 6.2 If the Proprietor of the Lot Benefited fails to comply with a notice issued under clause 6.1, then the Proprietor of the Lot Burdened may:
- (1) cause the relevant failure set out in the notice to be rectified; and
 - (2) claim the costs in doing so from the Proprietor of the Lot Benefited.

7 Liability and indemnity

The Proprietor of the Lot Benefited indemnifies the Proprietor of the Lot Burdened against:

- (1) any claim made against the Proprietor of the Lot Burdened arising as a result of the exercise of the rights of the Proprietor of the Lot Benefited under this easement (including the placement of the Rock Anchors), except to the extent that any such claim arose as a direct result of an act or omission of the Proprietor of the Lot Burdened; and
- (2) any costs incurred with respect to this easement (including both its creation and extinguishment), including costs incurred by the Proprietor of the Lot Burdened in carrying out any inspections of the Easement Site and the Rock Anchors.

8 Insurance

- 8.1 The Proprietor of the Lot Benefited must effect and maintain the following policies of insurance with respect to the Rock Anchors:
- (1) contract works insurance with respect to all works associated with the Rock Anchors; and
 - (2) a policy of public liability in an amount of no less than \$50M.

X



Lengths are in metres:

(Sheet 5 of 7 sheets)

Plan: **DP1219621**

Plan of Easements Within Lot 5
DP808180, Lots 6, 8 and 9
DP1191223

Part 2 (Terms) (Cont.)

- 8.2 The policies of insurance required to be maintained under clause 8.1 must include the Proprietor of the Lot Burdened as an insured for the purpose of the relevant policy.

9 Restrictions on the Proprietor of the Lot Burdened

- 9.1 The Proprietor of the Lot Burdened must not allow any structure to be erected within the Easement Site which does, or may, have an adverse impact on the Rock Anchors.
- 9.2 The Proprietor of the Lot Burdened must not allow anything to be done within the Easement Site which does, or may, have an adverse impact on the Rock Anchors.

10 Obligations and responsibilities continue beyond lapse of easement

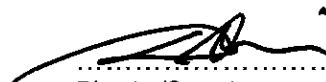
- 10.1 The Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened acknowledge and agree that all obligations and responsibilities imposed upon the Proprietor of the Lot Benefited under clauses 2 to 7, above, do not merge on the lapse of this easement and continue to be imposed upon and are enforceable against the Proprietor of the Lot Benefited after this easement has lapsed in accordance with clause 4, above.

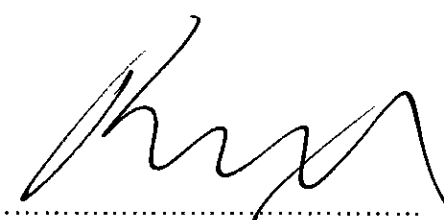
11 Canterbury City Council

- 11.1 No obligation or responsibility imposed upon of the Proprietor of the Lot Benefited under clauses 2 to 8, above, is imposed upon or is enforceable against Canterbury City Council.

Executed as a deed.

EXECUTED by Payce Communities No 3
Pty Limited ABN 39 164 542 536
pursuant to Section 127 of the
Corporations Act


.....
Director/Secretary
DOMINIC SULLIVAN
.....
Name (BLOCK LETTERS)


.....
Director
Brian Boyd
.....
Name (BLOCK LETTERS)

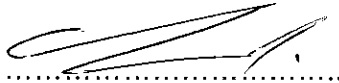
Lengths are in metres:

(Sheet 6 of 7 sheets)

Plan: **DP1219621**

Plan of Easements Within Lot 5
DP808180, Lots 6, 8 and 9
DP1191223

Christopher Mark Lenard, Manager of
Corporate Projects, as a duly authorised
delegate of the General Manager on
behalf of Canterbury City Council and I
hereby certify that I have no notice of
revocation of such delegation



Christopher Mark Lenard



Signature of Witness

5/-13/ BEAMISH STREET CAMASIE

Name and address of Witness

Lengths are in metres:

Plan: **DP1219621**

(Sheet 7 of 7 sheets)

Plan of Easements Within Lot 5
DP808180, Lots 6, 8 and 9
DP1191223

Signed by me Michael Kauraks as
delegate of the New South Wales Land
and Housing Corporation and I hereby
certify that I have no notice of revocation
of such delegation



Michael Kauraks
Name:

Manager, Contracts
Position

ANTONIO CALABRETO
Name and Address of Witness
223-239 Liverpool Road
Ashfield NSW 2131

Antonio Calabreto
Signature of Witness

REGISTERED



24.5.2016

Form: 11R
Release: 4.2

REQUEST

New South Wales
Real Property Act 1900



AM672503T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises by this form for the establishment and maintenance of the Real Property Register, is made available to any person for search upon payment of a fee.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) STAMP DUTY
- 7 SEP 2017

If applicable. Office of State Revenue use only

TIME: 11:50

(B) TORRENS TITLE

Folio Identifier 1/1228475

(C) REGISTERED DEALING

Number
DP1219621

Torrens Title
1/1228475 and 7/1191223

(D) LODGED BY

Document Collection Box 390G
Name, Address or DX, Telephone, and Customer Account Number if any
SPECTRUM CLIENT SOLUTIONS 131493N

CODE

R

Reference: OSBORNE - 216184

(E) APPLICANT

Payce Communities No. 4 Pty Limited (ACN 602 437 178)

(F) NATURE OF REQUEST

Removal of easement pursuant to s32(6) Real Property Act 1900

(G) TEXT OF REQUEST

Pursuant to section 32(6) Real Property Act 1900 the Applicant requests the removal from the Register of the Easement to place rock anchors 8 wide limited in height to RL 10.25 (approx 1.3 below the surface) and limited in depth to RL -1 (approx. 12.6 below the surface) as shown as (M) on deposited plan 1228475 on the basis that the Easement has lapsed. The Easement lapsed pursuant to clause 4.2(2) of the section 88B Instrument filed with deposited plan 1219621, that is, upon the date that is one year from the date that the easement was registered. The easement was registered on 24 May 2016.

DATE 23 August, 2017

(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 Communities No. 4 Pty Limited

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person: BRIAN BOYD

Name of authorised person: DOMINIC SULLIVAN

Office held:

Office held:

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

* 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

Page 1 of 1

1607

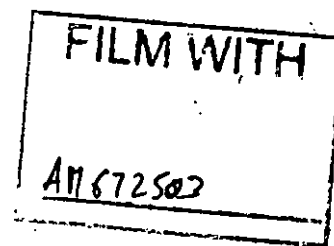
P 35D

PAYCE

AM672503

4 September 2017

LPINSW
Queens Square
SYDNEY NSW 2000



Dear Sir/Madam

REAL PROPERTY REQUEST (DEALING AM672503)

The Company is the registered proprietor of the land known as Lot 7 in Deposited Plan 1191223 and consents to the registration of Dealing AM672503.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised persons whose signatures appear below pursuant to the authority specified.

Company: Payce Communities No. 3 Pty Limited (A.C.N. 164 542 536)

Authority: Section 127 of the *Corporations Act 2001* (Cth)


Signature of authorised person

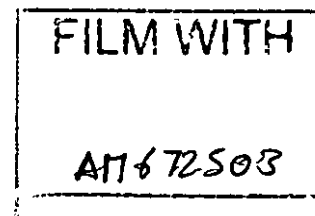
Name of authorised person: Brian Bayd

Office held: Director


Signature of authorised person

Name of authorised person: Dominic Sullivan

Office held: Director



STATUTORY DECLARATION

I, Michael Drake Osborne of Level 7, 2 Bulletin Place, Sydney in the State of New South Wales, Solicitor do solemnly and sincerely declare as follows:

1. I am the principal solicitor for PAYCE Consolidated Limited and its subsidiaries in respect of an Urban Renewal Project at Riverwood concerning Lots 1, 2, 5, 7 and 9 in Deposited Plan 1191223. I have personal knowledge of the matters deposited in this statutory declaration.
2. Part of the Urban Renewal Project involves the construction of a library, social housing units and 67 private dwellings on Lot 9 DP 1191223.
3. Lot 9 DP 1191223 was subdivided by stratum plan (DP1228475) registered on 24 April 2017.
4. The title to Lot 1 in Deposited Plan 1228475 includes reference in the Second Schedule (Item 5) to DP 1219621 being an Easement to Place Rock Anchors 8 metres wide affecting the part shown so burdened in the title diagram.
5. This Easement was part of a series of Easements created to facilitate the construction of the dwellings on Lot 9 DP 1191223 and Lot 7 DP 1191223.
6. The Easement affected community land owned by Canterbury Bankstown Council which necessitated making application to the Supreme Court of New South Wales pursuant to Section 88K of the *Conveyancing Act 1919* (NSW).
7. The Easement was created by registration of Deposited Plan 1219621 and the 88B Instrument accompanying that Easement.
8. A copy of Deposited Plan 1219621 is attached as Annexure A to this Statutory Declaration.
9. The terms of the 88B Instrument at paragraph 4.2 provide that the Easement will lapse on the first to occur of the rock anchors being removed in accordance with Clause 5 and the date that is one year from the date that the easement was registered.
10. The Easement was registered on 24 May 2016.
11. Accordingly, pursuant to Clause 4.2 the Easement lapses not later than 23 May 2017.

A handwritten signature in black ink, appearing to be 'M. Drake Osborne'.

A handwritten signature in black ink, appearing to be 'M. Drake Osborne'.

AND I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

Declared at: Sydney on 21 August 2017
[place] [date]

[Signature]
[signature of declarant]

in the presence of an authorised witness, who states:

I, JOHN VALMAS a SOLICITOR
[name of authorised person] [qualification of authorised person]

certify the following matters concerning the making of this statutory declaration by the person who made it: [* please cross out any text that does not apply]

1. *I saw the face of the person ~~OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and~~
2. *I have known the person for a least 12 months ~~OR *I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was~~

[describe identification document relied on]

[Signature]
[signature of authorised witness]

21.8.17
[date]

John Valmas
Level 7, 2 Bulletin Place
Sydney NSW 2000
Solicitor
An Australian legal practitioner within the meaning
of the Legal Profession Uniform Law (NSW)

Instrument setting out terms of Easements or Profits 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 7 sheets)

Plan: **DP1219621**

Plan of Easements Within Lot 5
DP808180, Lots 6, 8 and 9 DP1191223

Full name and address of the owner of the land:

Payce Communities No.3 Pty Limited ABN 39 164 542
536 c/- Level 37 Chifley Tower, 2 Chifley Square,
Sydney NSW 2000

Canterbury City Council, Administration Building 130
Beamish Street, Campsie NSW 2194

New South Wales Land and Housing Corporation, Level
1, 223-229 Liverpool Road, Ashfield NSW 2131

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	Easement to place rock anchors 4.34 wide limited in height to RL 10.25 (approx. 1.3 below the surface) and limited in depth to RL -1 (approx. 12.6 below the surface) shown as (A) on the plan.	6/1191223	7/1191223
2	Easement to place rock anchors 8 wide limited in height to RL 10.25 (approx. 1.3 below the surface) and limited in depth to RL -1 (approx. 12.6 below the surface) shown as (B) on the plan.	5/808180	7/1191223
3	Easement to place rock anchors 8 wide limited in height to RL 10.25 (approx. 1.3 below the surface) and limited in depth to RL -1 (approx. 12.6 below the surface) shown as (C) on the plan.	8/1191223 9/1191223	7/1191223

This and the following 6 pages is the annexure marked "A" referred to in the affidavit of statutory declaration sworn on made by Michael Prinos O. here before on 21.8.17

X

John Valmas
Level 7, 2 Bulletin Place
Sydney NSW 2000
Solicitor

Solicitor

Lengths are in metres:

(Sheet 2 of 7 sheets)

Plan: **DP1219621**

Plan of Easements Within Lot 5
DP808180, Lots 6, 8 and 9
DP1191223

Part 2 (Terms)

Terms of easement, profit à prendre, restriction, or positive covenant numbered 1-3 in the plan.

1 Defined terms

For the purpose of this easement the following terms have the meaning ascribed to them in this clause:

- (1) **Easement Site** means the site of this easement.
- (2) **Equipment** means all necessary tools, implements, materials, machinery and vehicles.
- (3) **Lot Benefited** means the land benefited by this easement.
- (4) **Lot Burdened** means the land subject to this easement.
- (5) **Proprietor of the Lot Benefited** means every person who is at any time entitled to an estate or interest in the Lot Benefited, including without limitation, any freehold or leasehold estate or interest in possession in the Lot Benefited and each part of the Lot Benefited.
- (6) **Proprietor of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation, any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.
- (7) **Rock Anchors** mean metal anchorages inserted below the surface of the Lot Burdened and then attached to structures on the Lot Benefited by steel cables to provide those structures with support.

2 Easement for the placement of Rock Anchors

2.1 Subject to clause 3, the Proprietor of the Lot Benefited may:

- (1) install Rock Anchors within the Easement Site;
- (2) maintain, repair and replace the whole or any part of the Rock Anchors; and
- (3) do anything reasonably necessary for that purpose including:
 - (a) entering the Easement Site;
 - (b) taking anything on to the Easement Site (including Equipment); and
 - (c) carrying out work.

2.2 In exercising its rights under this clause 2, the Proprietor of the Lot Benefited must:

- (1) ensure all work is done properly;
- (2) cause as little inconvenience as is practicable to the Lot Burdened or any use then being made of it;
- (3) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (4) restore the Lot Burdened as nearly as is practicable to its former condition (except that the anchorages may be left below the surface of the Lot Burdened); and

Lengths are in metres:

(Sheet 3 of 7 sheets)

Plan: **DP1219621**

Plan of Easements Within Lot 5
DP808180, Lots 6, 8 and 9
DP1191223

Part 2 (Terms) (Cont.)

- (5) make good any collateral damage.

3 Pre-conditions to the placement of the Rock Anchors

3.1 Prior to the installation of any Rock Anchors, the Proprietor of the Lot Benefited must:

- (1) obtain and provide to the Proprietor of the Lot Burdened a full dilapidation survey with respect to the Easement Site;
- (2) obtain and provide to the Proprietor of the Lot Burdened any statutory approval required for the installation of the Rock Anchors;
- (3) obtain and provide to the Proprietor of the Lot Burdened certification from a suitably qualified geotechnical engineer that:
 - (a) the intended manner of rock anchoring is efficacious in terms of suitability for the purpose it is intended to serve; and
 - (b) the rock anchoring works are unlikely to cause damage to the Lot Burdened; and
- (4) authorise the certifying geotechnical engineer to call for and insist upon supervision of the rock anchoring by a suitably qualified technician, who will provide certification that:
 - (a) the process of inserting and stressing the steel cables has been carried out in a suitable manner; and
 - (b) the process of de-stressing and removing the steel cables has been carried out in a suitable manner.

4 Term of the easement

4.1 The Proprietor of the Lot Benefited acknowledges that this easement will lapse in accordance with this clause 4 without the need for the Proprietor of the Lot Burdened taking any action in that regard.

4.2 This easement will lapse upon the first to occur of:

- (1) the Rock Anchors being removed in accordance with clause 5; and
- (2) the date that is one year from the date that this easement is registered.

5 Removal of the Rock Anchors

5.1 The Proprietor of the Lot Benefited must attend to the following, at its own cost:

- (1) De-stress and remove the steel cables attached to the anchorages.
- (2) Provide the Proprietor of the Lot Burdened with any certification referred to in clause 3.1(4).
- (3) Restore the Lot Burdened to the condition it was in prior to the installation of the Rock Anchors (including repairing any damage to the satisfaction of the Proprietor of the Lot Burdened, acting reasonably), having regard to the dilapidation survey provided under clause 3.1(1) (except that the anchorages may be left below the surface of the Lot Burdened).

Lengths are in metres:

(Sheet 4 of 7 sheets)

Plan: DP1219621

Plan of Easements Within Lot 5
DP808180, Lots 6, 8 and 9
DP1191223

Part 2 (Terms) (Cont.)

- 5.2 The Proprietor of the Lot Benefited must undertake any work under clause 5.1:
- (1) in accordance with any relevant Australian standard; and
 - (2) in accordance with the requirements of any relevant statutory authority.
- 5.3 Upon completion of the works required to be carried out in accordance with this clause 5, the Proprietor of the Lot Benefited must provide to the Proprietor of the Lot Burdened a Works-as-Executed plan with respect to those works.
- 6 Failure to comply**
- 6.1 If the Proprietor of the Lot Benefited fails to comply with any obligation imposed on it under the terms of the easement, the Proprietor of the Lot Burdened may serve notice on the Proprietor of the Lot Benefited setting out:
- (1) what the Proprietor of the Lot Benefited has failed to do;
 - (2) what the Proprietor of the Lot Burdened requires the Proprietor of the Lot Benefited to do in order to rectify that matter; and
 - (3) the time within which that must be done, which must be a reasonable time.
- 6.2 If the Proprietor of the Lot Benefited fails to comply with a notice issued under clause 6.1, then the Proprietor of the Lot Burdened may:
- (1) cause the relevant failure set out in the notice to be rectified; and
 - (2) claim the costs in doing so from the Proprietor of the Lot Benefited.
- 7 Liability and indemnity**
- The Proprietor of the Lot Benefited indemnifies the Proprietor of the Lot Burdened against:
- (1) any claim made against the Proprietor of the Lot Burdened arising as a result of the exercise of the rights of the Proprietor of the Lot Benefited under this easement (including the placement of the Rock Anchors), except to the extent that any such claim arose as a direct result of an act or omission of the Proprietor of the Lot Burdened; and
 - (2) any costs incurred with respect to this easement (including both its creation and extinguishment), including costs incurred by the Proprietor of the Lot Burdened in carrying out any inspections of the Easement Site and the Rock Anchors.
- 8 Insurance**
- 8.1 The Proprietor of the Lot Benefited must effect and maintain the following policies of insurance with respect to the Rock Anchors:
- (1) contract works insurance with respect to all works associated with the Rock Anchors; and
 - (2) a policy of public liability in an amount of no less than \$50M.

Lengths are in metres:

(Sheet 5 of 7 sheets)

Plan: **DP1219621**

Plan of Easements Within Lot 5
DP808180, Lots 6, 8 and 9
DP1191223

Part 2 (Terms) (Cont.)

8.2 The policies of insurance required to be maintained under clause 8.1 must include the Proprietor of the Lot Burdened as an insured for the purpose of the relevant policy.

9 Restrictions on the Proprietor of the Lot Burdened

9.1 The Proprietor of the Lot Burdened must not allow any structure to be erected within the Easement Site which does, or may, have an adverse impact on the Rock Anchors.

9.2 The Proprietor of the Lot Burdened must not allow anything to be done within the Easement Site which does, or may, have an adverse impact on the Rock Anchors.

10 Obligations and responsibilities continue beyond lapse of easement

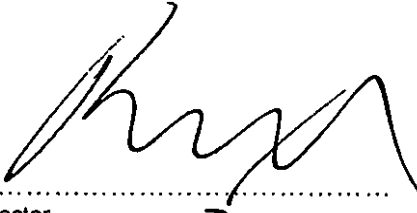
10.1 The Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened acknowledge and agree that all obligations and responsibilities imposed upon the Proprietor of the Lot Benefited under clauses 2 to 7, above, do not merge on the lapse of this easement and continue to be imposed upon and are enforceable against the Proprietor of the Lot Benefited after this easement has lapsed in accordance with clause 4, above.


11 Canterbury City Council

11.1 No obligation or responsibility imposed upon of the Proprietor of the Lot Benefited under clauses 2 to 8, above, is imposed upon or is enforceable against Canterbury City Council.

Executed as a deed.

EXECUTED by Payce Communities No 3
Pty Limited ABN 39 164 542 536
pursuant to Section 127 of the
Corporations Act


.....
Director
Brian Boyd
.....
Name (BLOCK LETTERS)


.....
Director/Secretary
DOMINIC SULLIVAN
.....
Name (BLOCK LETTERS)

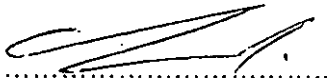
Lengths are in metres:

(Sheet 6 of 7 sheets)

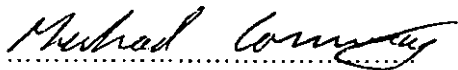
Plan: **DP1219621**

Plan of Easements Within Lot 5
DP808180, Lots 6, 8 and 9
DP1191223

Christopher Mark Lenard, Manager of
Corporate Projects, as a duly authorised
delegate of the General Manager on
behalf of Canterbury City Council and I
hereby certify that I have no notice of
revocation of such delegation



Christopher Mark Lenard



Signature of Witness

1/- 131 BEAMISH STREET CAMASIE

Name and address of Witness

Lengths are in metres:

(Sheet 7 of 7 sheets)

Plan: **DP1219621**

Plan of Easements Within Lot 5
DP808180, Lots 6, 8 and 9
DP1191223

Signed by me Michael Kauraka as
delegate of the New South Wales Land
and Housing Corporation and I hereby
certify that I have no notice of revocation
of such delegation



Michael Kauraka
Name:

Manager, Contracts
Position

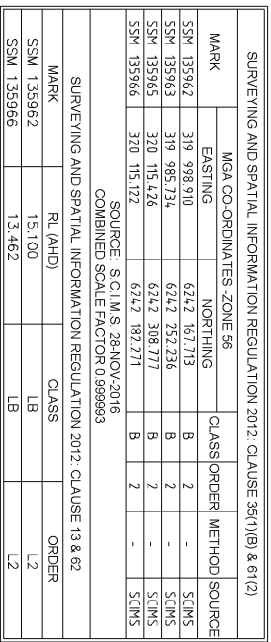
ANTONIO CALABRETO
Name and Address of Witness
223-239 Liverpool Road
Ashfield, NSW 2131

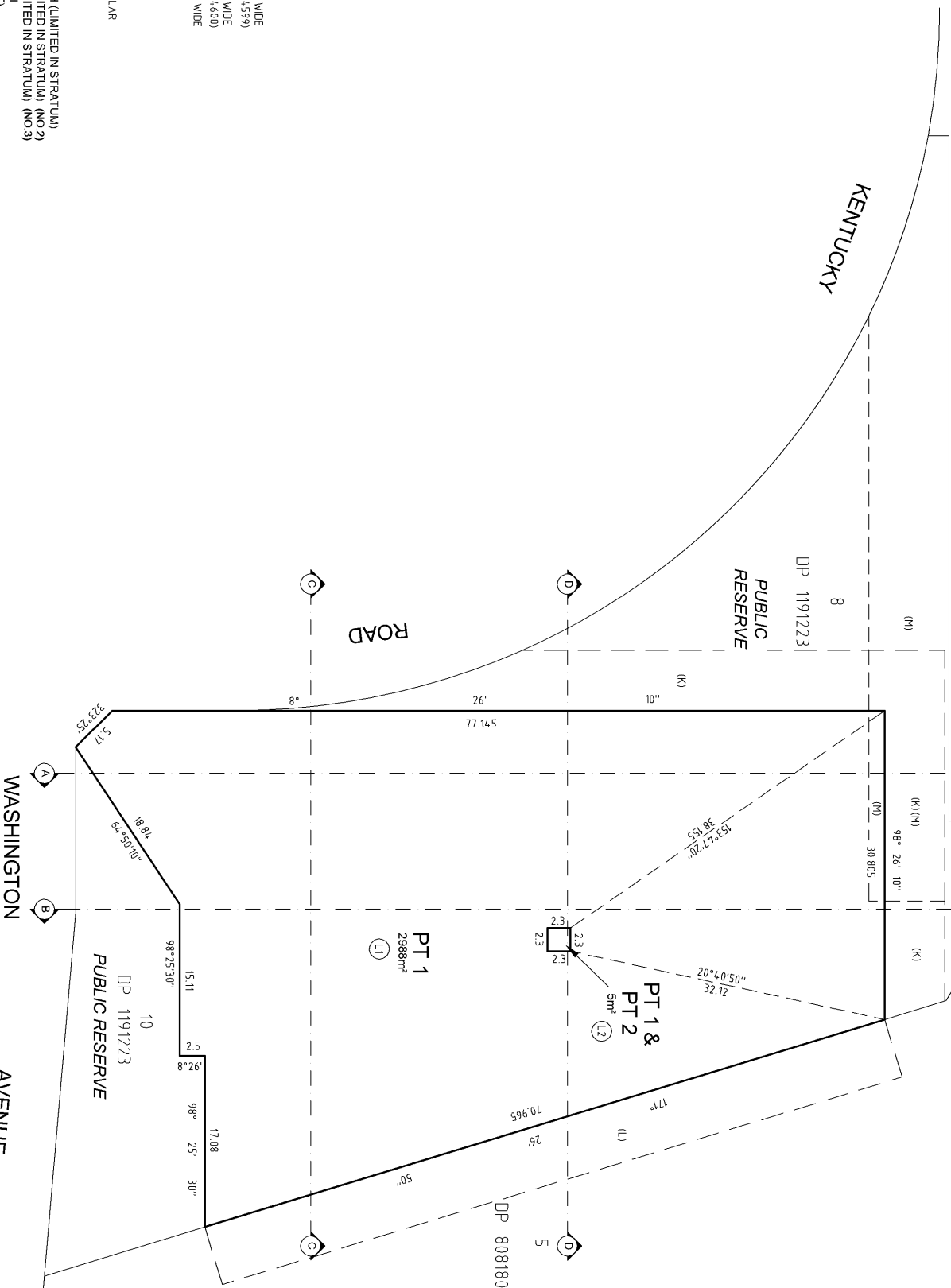
Malaguito
Signature of Witness

REGISTERED



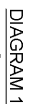
24.5.2016





- (A) RIGHT OF PARALLELWAY VARIABLE WIDTH (LIMITED IN STRUTUM)
- (B) RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 2)
- (C) RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 3)
- (D) RIGHT OF CARAVAGWAY VARIABLE WIDTH
- (E) RESTRICTION AS TO USER (WHOLE OF LOT)
- (F) POSITIVE COVENANT (WHOLE OF LOT)
- (G) EASEMENT FOR CARPARKING VARIABLE WIDTH (LIMITED IN STRUTUM)
- (H) EASEMENT FOR SERVICES 1 & 2,4 WIDE
- (I) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
- (J) EASEMENT FOR SERVICES (WHOLE OF LOT)

DP1228475



WASHINGTON

AVENUE

NEW EASEMENTS

- (A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRUTUM)
 - (A1) LIMITED IN DEPTH TO 11.75' AND IN HEIGHT TO RL 14.05
 - (A2) LIMITED IN DEPTH TO AN INCLINED PLANE WITH RL'S SHOWN
THUS RL _____ AND 2' on ABOVE
- (B) RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 2)
 - (B1) LIMITED IN DEPTH TO RL 11.75' AND IN HEIGHT TO RL 14.05
 - (B2) LIMITED IN DEPTH TO RL 11.75' AND IN HEIGHT TO RL 14.75
 - (B3) LIMITED IN DEPTH TO RL 13.00' AND IN HEIGHT TO RL 15.30
 - (B4) LIMITED IN DEPTH TO RL 11.88' AND IN HEIGHT TO RL 14.15
- (C) RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 3)
 - LIMITED IN DEPTH TO RL 13.00' AND IN HEIGHT TO RL 15.30
- (D) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (E) RESTRICTION AS TO USER (WHOLE OF LOT)
- (F) POSITIVE COVENANT (WHOLE OF LOT)
- (G) EASEMENT FOR CARPARKING VARIABLE WIDTH (LIMITED IN STRUTUM)
 - LIMITED IN DEPTH TO RL 11.75' AND IN HEIGHT TO RL 14.05
- (H) EASEMENT FOR SERVICES 1 & 2, 4 WIDE
- (I) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
- (J) EASEMENT FOR SERVICES (WHOLE OF LOT)

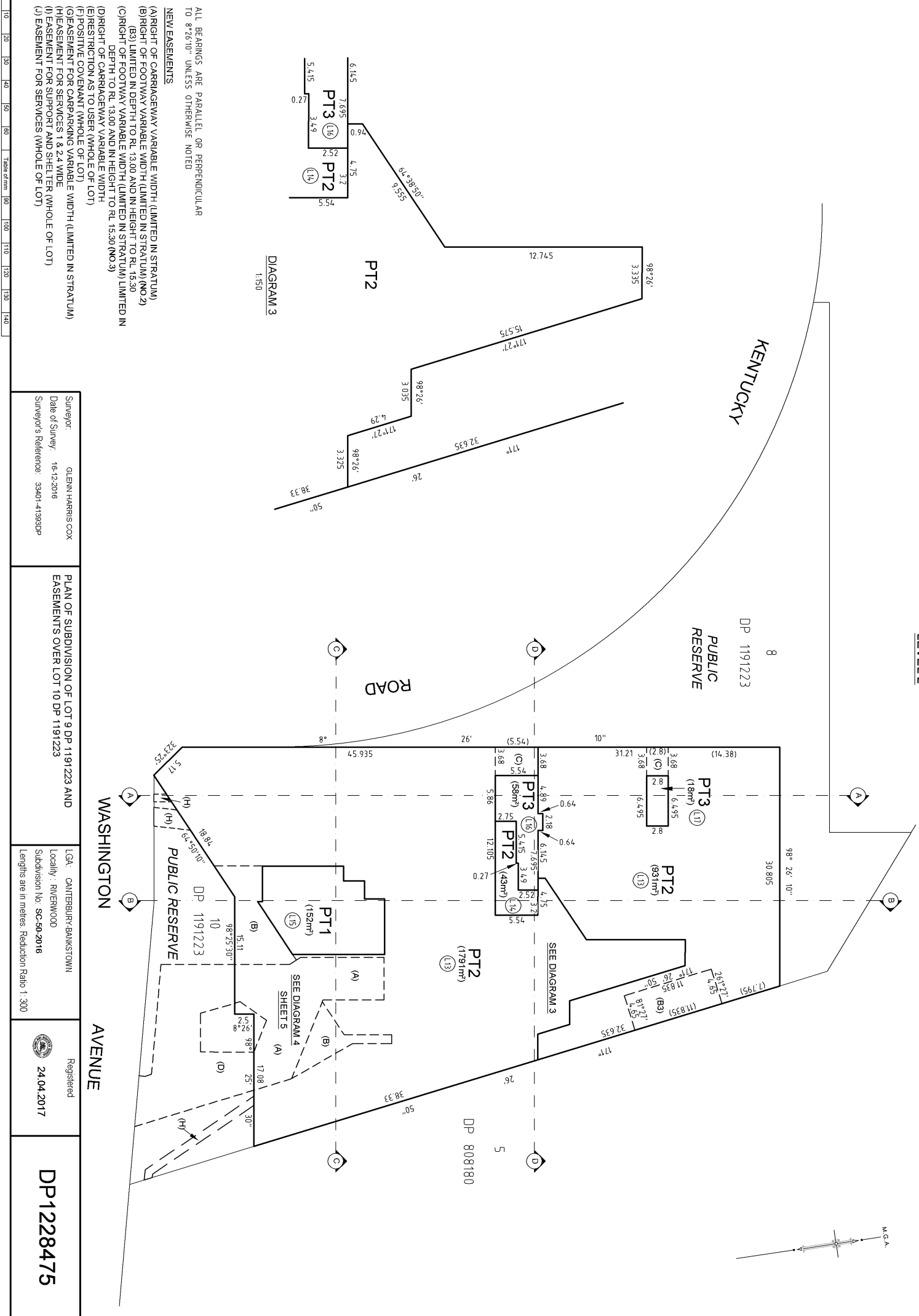
Surveyor: GLENN HARRIS COX
Date of Survey: 16-12-2016
Surveyor's Reference: 33401-41393DP

PLAN OF SUBDIVISION OF LOT 9 DP 1191223 AND
EASEMENTS OVER LOT 10 DP 1191223

LGA: CANTERBURY-BANKSTOWN
Locality: RIVERWOOD
Subdivision No: SC-50-2016

Registered
24.04.2017

DP1228475



ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 8°26'10" UNLESS OTHERWISE NOTED

NEW EASEMENTS

(A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM)
(B) RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) (NO 2)
(B3) LIMITED IN DEPTH TO RL 13.00 AND IN HEIGHT TO RL 15.30
(C) RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) LIMITED IN DEPTH TO RL 13.00 AND IN HEIGHT TO RL 15.30 (NO 3)
(D) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(E) RESTRICTION AS TO USER (WHOLE OF LOT)
(F) POSITIVE COVENANT (WHOLE OF LOT)
(G) EASEMENT FOR CARPARKING VARIABLE WIDTH (LIMITED IN STRATUM)
(H) EASEMENT FOR SERVICES 1 & 2+ WIDE
(I) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
(J) EASEMENT FOR SERVICES (WHOLE OF LOT)

Diagram 3: Survey plan showing land parcels, easements, and public reserves. The plan includes a north arrow, a scale bar (1:500), and various survey points (PT1, PT2, PT3) and bearings. Key features include a 'PUBLIC RESERVE' area, a 'WASHINGTON AVENUE' easement, and a 'ROAD' easement. The plan is labeled 'LEVEL 2' and 'DP 1191223'.

Surveyor: GLENN HARRIS COX Date of Survey: 16-12-2016 Surveyor's Reference: 33401-413990P	PLAN OF SUBDIVISION OF LOT 9 DP 1191223 AND EASEMENTS OVER LOT 10 DP 1191223	LGA: CANTERBURY-BANKSTOWN Locality: RIVERWOOD Subdivision No. SC-50-2016 Lengths are in metres. Reduction Ratio 1:300	Registered 24.04.2017	DP1228475
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ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 8°26'00" UNLESS OTHERWISE NOTED

NEW EASEMENTS

- (A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM)
- (A2) LIMITED IN DEPTH TO AN INCLINED PLANE WITH RLS SHOWN THUS [RLS] AND 2.3m ABOVE
- (A3) LIMITED IN DEPTH TO RL 14.75 AND IN HEIGHT TO RL 17.05
- (B) RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) (NO.2)
- (B5) LIMITED IN DEPTH TO RL 14.75 AND IN HEIGHT TO RL 17.05
- (C) RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) (NO.3)
- (D) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (NO.3)
- (E) RESTRICTION AS TO USER (WHOLE OF LOT)
- (F) POSITIVE COVENANT (WHOLE OF LOT)
- (G) EASEMENT FOR CARPARKING VARIABLE WIDTH (LIMITED IN STRATUM)
- (H) EASEMENT FOR SERVICES 1 & 2.4 WIDE
- (I) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
- (J) EASEMENT FOR SERVICES (WHOLE OF LOT)

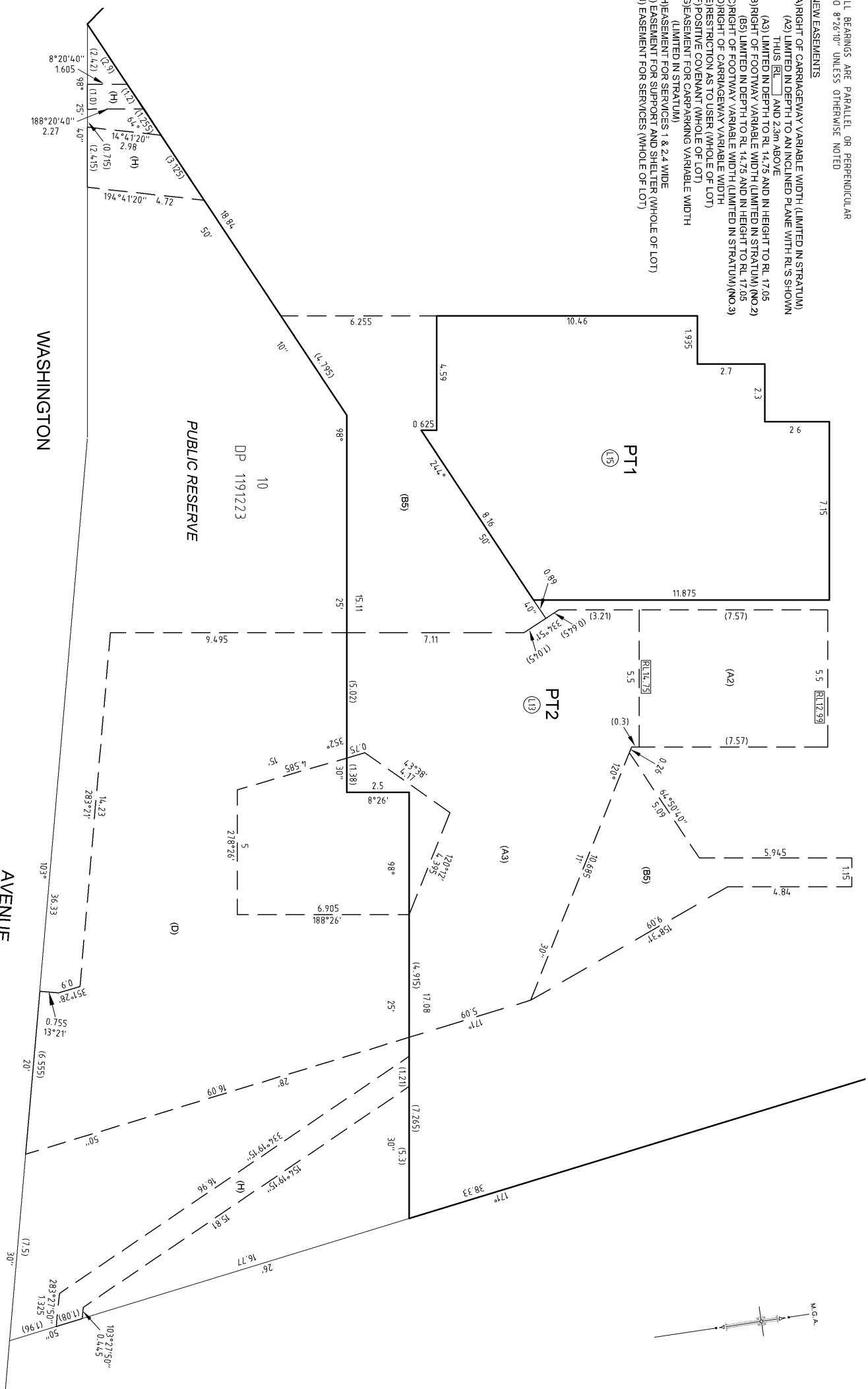


DIAGRAM 4
1:100

AVENUE

WASHINGTON

PUBLIC RESERVE

DP 1191223

10

PT1

PT2

DIAGRAM 4
1:100

AVENUE

WASHINGTON

PUBLIC RESERVE

DP 1191223

10

PT1

PT2

Surveyor: GLENN HARRIS COX
Date of Survey: 16-12-2016
Surveyor's Reference: 33401-41399DP

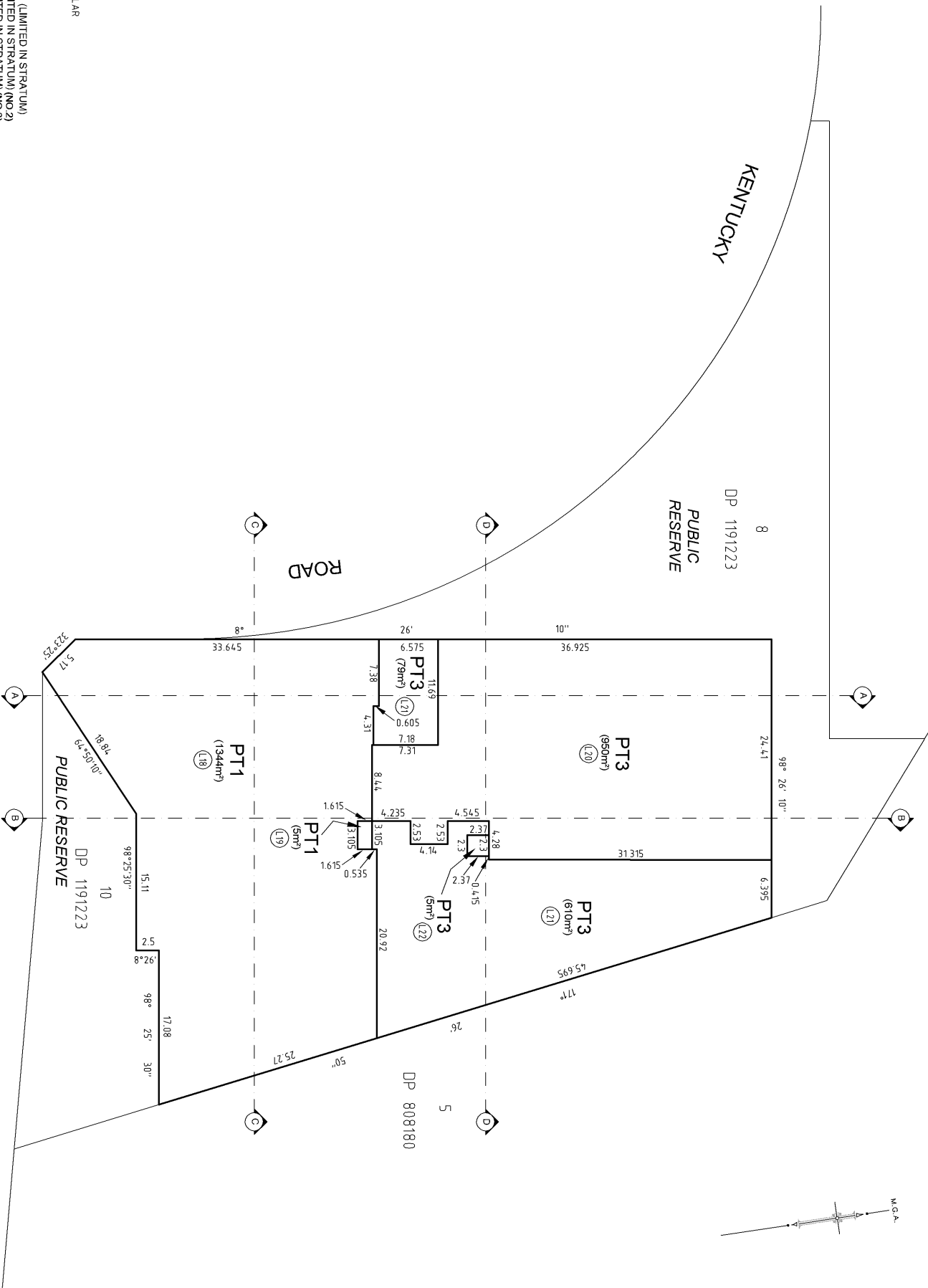
PLAN OF SUBDIVISION OF LOT 9 DP 1191223 AND
EASEMENTS OVER LOT 10 DP 1191223

LGA: CANTERBURY-BANKSTOWN
Locality: RIVERWOOD
Subdivision No. SC-50-2016
Lengths are in metres. Reduction Ratio 1:100

Registered
24.04.2017

DP1228475

LEVEL 3 AND ABOVE

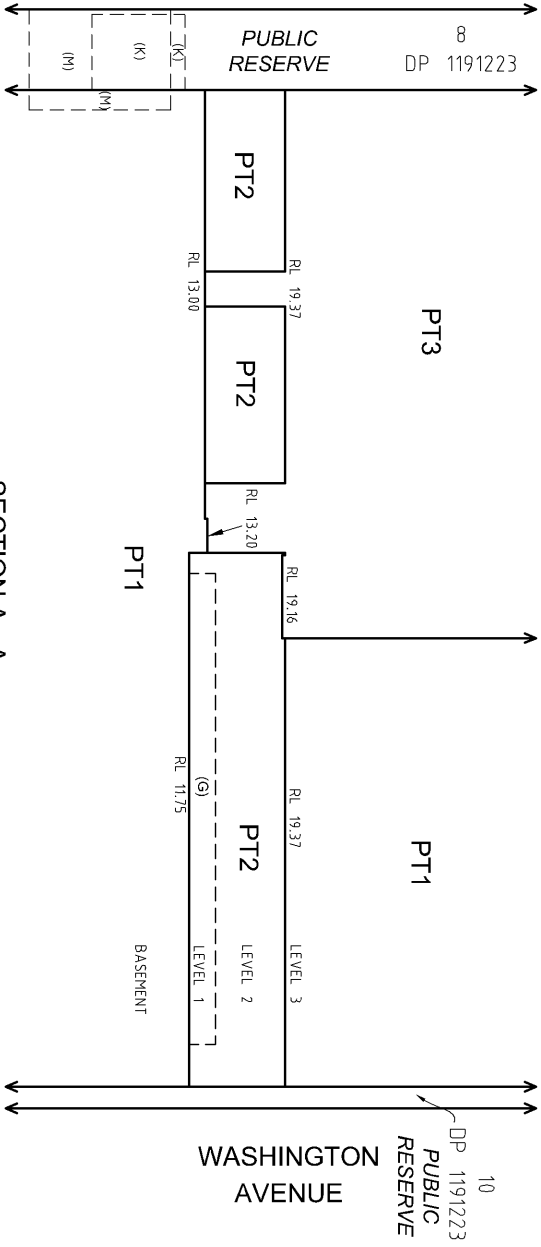


ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 8°26'10" UNLESS OTHERWISE NOTED

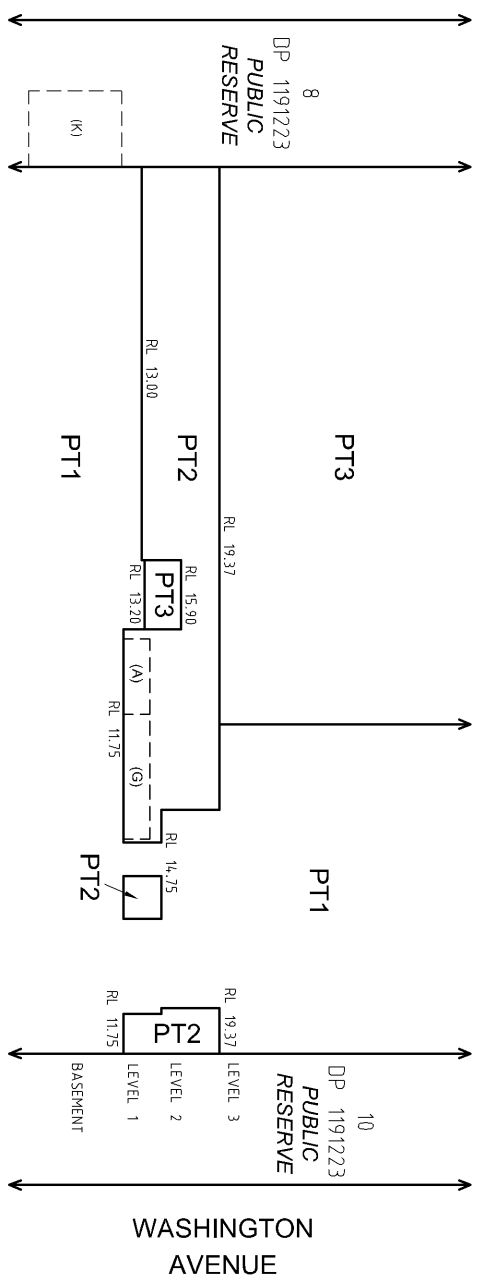
NEW EASEMENTS:

- (A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM)
- (B) RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) (NO 2)
- (C) RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) (NO 3)
- (D) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (E) RESTRICTION AS TO USER (WHOLE OF LOT)
- (F) POSITIVE COVENANT (WHOLE OF LOT)
- (G) EASEMENT FOR CARPARKING VARIABLE WIDTH (LIMITED IN STRATUM)
- (H) EASEMENT FOR SERVICES 1 & 2.4 WIDE
- (I) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
- (J) EASEMENT FOR SERVICES (WHOLE OF LOT)

Surveyor:	GLEN HARRIS COX	PLAN OF SUBDIVISION OF LOT 9 DP 1191223 AND EASEMENTS OVER LOT 10 DP 1191223	LGA: CANTERBURY-BANKSTOWN Locality: RIVERWOOD	Registered	DP1228475
Date of Survey:	16-12-2016		Subdivision No: SC-50-2016	24.04.2017	
Surveyor's Reference:	33401-41399DP		Lengths are in metres. Reduction Ratio 1:300		



SECTION A - A



SECTION B - B

- ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 8°26'10" UNLESS OTHERWISE NOTED
- NEW EASEMENTS:**
- (A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM)
 - (B) RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) (NO 2)
 - (C) RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) (NO 3)
 - (D) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
 - (E) RESTRICTION AS TO USER (WHOLE OF LOT)
 - (F) POSITIVE COVENANT (WHOLE OF LOT)
 - (G) EASEMENT FOR CARPARKING VARIABLE WIDTH (LIMITED IN STRATUM)
 - (H) EASEMENT FOR SERVICES 1 & 2.4 WIDE
 - (I) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
 - (J) EASEMENT FOR SERVICES (WHOLE OF LOT)
- EXISTING EASEMENTS:**
- (K) EASEMENT TO PLACE ROCK ANCHORS 6 WIDE (LIMITED IN STRATUM) (DP 1219621) (AK42599)
 - (M) EASEMENT TO PLACE ROCK ANCHORS 8 WIDE (LIMITED IN STRATUM) (DP 1219621)

Surveyor:	GLEN HARRIS COX	PLAN OF SUBDIVISION OF LOT 9 DP 1191223 AND EASEMENTS OVER LOT 10 DP 1191223	LG: CANTERBURY-BANKSTOWN Locality: RIVERWOOD Subdivision No. SC-50-2016	Registered 24.04.2017	DP1228475
Date of Survey:	16-12-2016				
Surveyor's Reference:	33401-41399DP				

DP1228475

BASEMENT LEVEL & BELOW

- LOT 1 IS A STRATUM LOT LIMITED IN DEPTH & HEIGHT BY LEVELS ON REGULAR HORIZONTAL PLANES AND INCLINED PLANES ON (AHD) AS DENOTED HEREUNDER.
 - (11) UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 11.75 AND THE LOWER STRATUM OF LOT 2 L4, L5, L6, L7, L8 & L9 LOT 3 L11 & L12 AND LOT 1 L10
 - (12) UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 8.90
- LOT 2 IS A STRATUM LOT LIMITED IN DEPTH & HEIGHT BY LEVELS ON REGULAR HORIZONTAL PLANES ON (AHD) AS DENOTED HEREUNDER
 - (12) LIMITED IN DEPTH TO RL 8.90 AND LIMITED IN HEIGHT TO RL 11.75

LEVEL 1

- LOT 1 IS A STRATUM LOT LIMITED IN DEPTH & HEIGHT BY LEVELS ON REGULAR HORIZONTAL PLANES ON (AHD) AS DENOTED HEREUNDER.
 - (19) LIMITED IN DEPTH TO RL 11.75 AND IN HEIGHT TO RL 14.75
 - (10) LIMITED IN DEPTH TO RL 13.00 AND IN HEIGHT TO RL 14.75
- LOT 2 IS A STRATUM LOT LIMITED IN DEPTH & HEIGHT BY LEVELS ON REGULAR HORIZONTAL PLANES AND INCLINED PLANES ON (AHD) AS DENOTED HEREUNDER.
 - (13) LIMITED IN DEPTH TO RL 11.75 AND LIMITED IN HEIGHT TO RL 14.75
 - (14) LIMITED IN DEPTH TO RL 13.00 AND LIMITED IN HEIGHT TO RL 14.75
 - (15) LIMITED IN DEPTH TO RL 12.85 AND LIMITED IN HEIGHT TO RL 14.75
 - (16) LIMITED IN DEPTH TO RL 11.85 AND LIMITED IN HEIGHT TO RL 14.75
 - (18) LIMITED IN DEPTH TO RL'S DENOTED RL AND LIMITED IN HEIGHT TO RL 14.75
- LOT 3 IS A STRATUM LOT LIMITED IN DEPTH & HEIGHT BY LEVELS ON REGULAR HORIZONTAL PLANES ON (AHD) AS DENOTED HEREUNDER.
 - (17) LIMITED IN DEPTH TO RL 13.00 AND LIMITED IN HEIGHT TO RL 15.90
 - (11) LIMITED IN DEPTH TO RL 13.20 AND LIMITED IN HEIGHT TO RL 15.90
 - (12) LIMITED IN DEPTH TO RL 13.00 AND LIMITED IN HEIGHT TO RL 14.75

LEVEL 2

- LOT 1 IS A STRATUM LOT LIMITED IN DEPTH & HEIGHT BY LEVELS ON REGULAR HORIZONTAL PLANES ON (AHD) AS DENOTED HEREUNDER.
 - (15) LIMITED IN DEPTH TO RL 14.75 AND IN HEIGHT TO RL 19.37
- LOT 2 IS A STRATUM LOT LIMITED IN DEPTH & HEIGHT BY LEVELS ON REGULAR HORIZONTAL PLANES ON (AHD) AS DENOTED HEREUNDER.
 - (19) LIMITED IN DEPTH TO RL 14.75 AND LIMITED IN HEIGHT TO RL 19.37 AND THE LOWER STRATUM OF LOT 1 L19 AND LOT 3 L21 & L22
 - (14) LIMITED IN DEPTH TO RL 15.90 AND LIMITED IN HEIGHT TO RL 19.37 AND THE LOWER STRATUM OF LOT 3 L21
- LOT 3 IS A STRATUM LOT LIMITED IN DEPTH & HEIGHT BY LEVELS ON REGULAR HORIZONTAL PLANES ON (AHD) AS DENOTED HEREUNDER.
 - (16) LIMITED IN DEPTH TO RL 15.90 AND LIMITED IN HEIGHT TO RL 19.37
 - (17) LIMITED IN DEPTH TO RL 14.75 AND LIMITED IN HEIGHT TO RL 19.37

LEVEL 3 & ABOVE

- LOT 1 IS A STRATUM LOT LIMITED IN DEPTH & HEIGHT BY LEVELS ON REGULAR HORIZONTAL PLANES ON (AHD) AS DENOTED HEREUNDER.
 - (18) LIMITED IN DEPTH TO RL 19.37 AND UNLIMITED IN HEIGHT
 - (19) LIMITED IN DEPTH TO RL 19.16 AND UNLIMITED IN HEIGHT
- LOT 2 IS A STRATUM LOT LIMITED IN DEPTH & HEIGHT BY LEVELS ON REGULAR HORIZONTAL PLANES ON (AHD) AS DENOTED HEREUNDER.
 - (20) LIMITED IN DEPTH TO RL 19.37 AND UNLIMITED IN HEIGHT
 - (21) LIMITED IN DEPTH TO RL 19.16 AND UNLIMITED IN HEIGHT
 - (22) LIMITED IN DEPTH TO RL 20.47 AND UNLIMITED IN HEIGHT

Surveyor: GLENN HARRIS COX	PLAN OF SUBDIVISION OF LOT 9 DP 1191223 AND EASEMENTS OVER LOT 10 DP 1191223	LGA: CANTERBURY-BANKSTOWN	Registered	DP1228475
Date of Survey: 16-12-2016		Locality: RIVERWOOD	24.04.2017	
Surveyor's Reference: 33401-41393DP		Subdivision No. SC-50-2016		
		Lengths are in metres. Reduction Ratio 1:300		

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Registered:  24.04.2017

Office Use Only

Office Use Only

Title System: TORRENS

DP1228475

Purpose: SUBDIVISION

**PLAN OF SUBDIVISION OF LOT 9 DP1191223
AND EASEMENTS OVER LOT 10 DP 1191223**

LGA: CANTERBURY-BANKSTOWN

Locality: RIVERWOOD

Parish: ST GEORGE

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

Survey Certificate

I, (Authorised Officer) in
approving this plan certify that all necessary approvals in regard to the
allocation of the land shown herein have been given.

I, GLENN HARRIS COX

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072

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

Signature:

Date:

File Number:

Office:

*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on 16/12/16

~~*(b) The part of the land shown in the plan (*being/*excluding ^~~

~~was surveyed in accordance with the *Surveying and Spatial
Information Regulation 2012*, is accurate and the survey was
completed on, the part not surveyed was compiled
in accordance with that Regulation.~~

*(c) The land shown in this plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.

Signature:  Dated: 16/12/16

Surveyor ID: 875

Datum Line: 'X' - 'Y'

Type: *Urban/*Rural

The terrain is *Level-Undulating/*Steep-Mountainous.

*Strike through if Inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that
is not the subject of the survey.

Subdivision Certificate

I, IAN WOODWARD
*Authorised Person/*General Manager/*Accredited Certifier, certify that
the provisions of s.109J of the *Environmental Planning and
Assessment Act 1979* have been satisfied in relation to the proposed
subdivision, new road of reserve set out herein.

Signature: 

Accreditation number:

Consent Authority: CANTERBURY-BANKSTOWN COUNCIL

Date of endorsement: 16 MARCH 2017

Subdivision Certificate number: SC-50-2016

File number:

*Strike through if Inapplicable.

Statements of intention to dedicate public roads create public reserves
and drainage reserves, acquire/resume land.

Plans used in the preparation of survey/compilation:

DP 1191223

If space is Insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A


Surveyor's Reference: 33401-41393DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Registered:  24.04.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 9 DP1191223
AND EASEMENTS OVER LOT 10 DP 1191223

DP1228475

Subdivision Certificate number: SC-50-2016
Date of Endorsement: 16 March 2017

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE::

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (A)
2. RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) (B)
3. RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) (C)
4. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (D)
5. RESTRICTION AS TO USER (E) (WHOLE OF LOT)
6. POSITIVE COVENANT (F) (WHOLE OF LOT)
7. EASEMENT FOR CAR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (G)
8. EASEMENT FOR SERVICES 1 AND 2.4 WIDE (H)
9. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
- 10 EASEMENT FOR SERVICES (WHOLE OF LOT)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	11	WASHINGTON	AVENUE	RIVERWOOD
2	80	KENTUCKY	ROAD	RIVERWOOD
3	82	KENTUCKY	ROAD	RIVERWOOD

If space is insufficient use additional annexure sheet

Surveyor's Reference: 33401-41393DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:



24.04.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 9 DP1191223
AND EASEMENTS OVER LOT 10 DP 1191223

DP1228475

Subdivision Certificate number: SC - 50 - 2016
Date of Endorsement: 16 March 2017

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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.

Signed by me PETER ANDERSON
as Delegate of the New South Wales
Land and Housing Corporation and I
hereby Certify that I have no notice of
revocation of such delegation:

(Please Print Name) PETER ANDERSON
~~Manager Site Clearance & Survey Manager~~

EXECUTIVE DIRECTOR, COMMUNITIES PLUS

ANTONINO CALCIETRO

Name of Witness
223-239 Liverpool Road
Ashfield NSW 2131 (LEVEL 1)

Signature of witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 33401-41393DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Registered:



24.04.2017

Office Use Only

Office Use Only

DP1228475

PLAN OF SUBDIVISION OF LOT 9 DP1191223
AND EASEMENTS OVER LOT 10 DP 1191223

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- 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.

Subdivision Certificate number: SC-50-2016

Date of Endorsement: 16 March 2017

~~City of Canterbury-Bankstown by its authorised delegate pursuant to s.377 Local Government Act 1919~~

.....(Signature of delegate)

.....(Name of delegate)

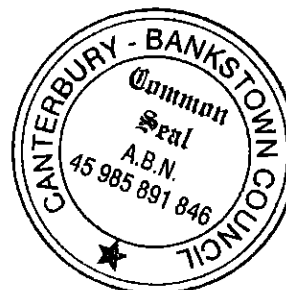
I certify that I am an eligible witness and that the delegate signed in my presence

(Signature of Witness).....

(Name of Witness)

(Address of Witness)

EXECUTED by the COUNCIL OF THE CITY OF
CANTERBURY - BANKSTOWN (ABN 45 985 891 846)
by its General Manager and Administrator
by the affixing of the Common Seal of the
Council in accordance with a resolution dated
6 DECEMBER 2016



MATTHEW STEWART - GENERAL MANAGER

RICHARD COLLEY - ADMINISTRATOR

If space is insufficient use additional annexure sheet


Surveyor's Reference: 33401-41393DP-A

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET


Sheet 5 of 5 sheet(s)

Registered:  24.04.2017		Office Use Only
PLAN OF SUBDIVISION OF LOT 9 DP1191223 AND EASEMENTS OVER LOT 10 DP 1191223		DP1228475
Subdivision Certificate number: <u>SC - 50 - 2016</u> Date of Endorsement: <u>16 March 2017</u>		
This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of The corporation named below by the authorized Person(s) whose signature(s) appear(s) below Pursuant to the authority specified.


Corporation: Payce Communities No. 4 Pty Ltd

Authority: Section 127 of the Corporations Act


.....
Signature of Authorised Person

DOMINIC SULLIVAN
.....
Name of Authorised Person

Director, ~~Secretary, Sole Director/Secretary~~
Office held


.....
Signature of Authorised Person

BRIAN BAILISON
.....
Name of Authorised Person

~~Director, Secretary, Sole Director/Secretary~~
Office held

If space is insufficient use additional annexure sheet

Surveyor's Reference: 33401-41393DP-A

FromPurchasers Solicitor

ToVendors Solicitor

Date:.....

REQUISITIONS ON TITLE**2008 EDITION**

RE:..... Purchase From.....

Property

In these Requisitions:-

- (a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
- (b) "the Act" means the Strata Schemes Management Act 1996.
- (c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
- (d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
- (e) "parcel" means land, improvements and fixtures.
- (f) "land" means the land only.
- (g) "improvements" means improvements and fixtures.
- (h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.	
2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.	
3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.	
4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.	
5. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- <ul style="list-style-type: none"> (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	
6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, security instrument in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.	
7. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable arms to remove them, properly executed, must be tendered at completion.	
8. If the Vendor is a company, are any of its officers aware of:- <ul style="list-style-type: none"> (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001? 	

REQUISITIONS	RESPONSE
<p>9. If the sale of the property is subject to an existing tenancy:-</p> <ul style="list-style-type: none"> (a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) Has there been any breach of the lease in which case such breach must be remedied before completion. (c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) The lease (stamped) and, if necessary, registered should be handed over to the Purchaser on completion. (e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion. (f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion. 	
<p>10. If the lot is sold "off-the-plan":-</p> <ul style="list-style-type: none"> (a) The Vendor must provide the Purchaser before completion with:- <ul style="list-style-type: none"> (i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004? (d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act? (e) The Vendor must comply with Clause 28 before completion. 	
<p>11. If the Vendor is an executor and/or trustee:-</p> <ul style="list-style-type: none"> (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt. (b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with. 	
<p>12. If the Transfer will be signed under Power of Attorney:-</p> <ul style="list-style-type: none"> (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Please provide written evidence of its non-revocation. 	
<p>13. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>	
<p>14. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 - 23.7 inclusive and the Vendor must comply with Clause 16.6</p>	
<p>15. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bushfire-prone land? if so, please give full details.</p>	

REQUISITIONS	RESPONSE
16. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?	
17. Are there any outstanding notices issued under:- (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?	
18. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.	
19. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors?	
20. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?	
21. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?	
22. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.	
23. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.	
24. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.	
25. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.	
26. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.	
27. If a Swimming Pool is included in the parcel:- (a) Was its construction approved by the local Council? Please furnish a copy of such approval. (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?	
28. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?	

REQUISITIONS	RESPONSE
29. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.	
30. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel? (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion. (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7.	
31. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?	
32. In relation to the by-laws of the Owners Corporation:- (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes. (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.	
33. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.	
34. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.	
35. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.	
36. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.	
37. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:- (a) Annual General Meeting of the Owners Corporation. (b) (If applicable) Extraordinary General Meeting of the Owners Corporation. (c) Meeting of the Executive Committee.	
38. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.	
39. The Vendor must provide at settlement a direction in accordance with Clause 20.5.	

DISCLAIMER

Although the contents of this form are believed to be correct, sufficient and appropriate at the time of printing, no legal liability is accepted by Australian Law Stationers Pty Ltd, the printer or the draftsperson for any error or omission or any other liability that may arise directly or indirectly from the publication and use of this form.

Solicitor for Vendor



Capitalwise Conveyancing
GPO Box 3654
SYDNEY NSW 2001

PLANNING CERTIFICATE

Section 10.7 of the Environmental Planning and Assessment Act, 1979.

Certificate No: 46722
15 April 2019

Land which Certificate is issued for:

Strata Plan 96606

5 Vermont Crescent, RIVERWOOD NSW 2210

**INFORMATION PROVIDED UNDER SECTION 10.7 (2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

Land which Certificate is issued for:

Strata Plan 96606

5 Vermont Crescent, RIVERWOOD NSW 2210

**PART 1:
ENVIRONMENTAL PLANNING INSTRUMENTS**

1.1 Principal Environmental Planning Instrument

Canterbury Local Environmental Plan 2012

Date effective from

1 January 2013

Land Use Zone

ZONE R4 HIGH DENSITY RESIDENTIAL

1. Permitted without consent

Home occupations

2. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Business premises; Car parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Hostels; Multi dwelling housing; Neighbourhood shops; Office premises; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Semi-detached dwellings; Serviced apartments; Shop top housing; Shops

3. Prohibited

Any development not specified in item 1 or 2

1.2 State Environmental Planning Policies

Note:

The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning (DoP) website at www.planning.nsw.gov.au. The full wording of each SEPP can also be accessed via the DoP website.

State Environmental Planning Policies:

No. 19 - Bushland in Urban Areas

No. 21 - Caravan Parks

No. 30 - Intensive Agriculture

No. 33 - Hazardous and Offensive Development

No. 50 - Canal Estates

No. 55 - Remediation of Land

No. 64 - Advertising and Signage

No. 65 - Design Quality of Residential Flat Development

State Environmental Planning Policy - (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy - Building Sustainability Index: BASIX 2004

State Environmental Planning Policy - (Repeal of Concurrence and Referral Provisions) 2004.

State Environmental Planning Policy - (Major Projects) 2005

State Environmental Planning Policy - (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy - (Temporary Structures and Places of Public Entertainment) 2007

State Environmental Planning Policy - (Infrastructure) 2007

State Environmental Planning Policy (Repeal of Concurrence and Referral Provisions) 2008

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy (Coastal Management) 2018

Proposed State Environmental Planning Policies:

State Environmental Planning Policy (Competition) 2010

Greater Metropolitan Regional Environmental Plan

Georges River Catchment

Aims to protect the water quality of the Georges River and its tributaries and the environmental quality of the whole catchment. The objectives of the plan are to be achieved through coordinated land use planning and development control. The plan establishes the framework within which local, State and Federal agencies will consult so that there is a consistent approach to planning and development within the catchment.

1.3 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act

The land is affected by a Planning Proposal which has been placed on public exhibition.

The Planning Proposal seeks to introduce minimum site area and minimum site frontage requirements for development for the purposes of boarding houses in R2, R3, R4 and B5 zones.

Please contact Council's City Planning Division for further details.

1.4 Development Control Plans.

Canterbury Development Control Plan 2012

Contains detailed design guidelines and development standards for development in the former Canterbury City.

1.5 Contribution Plans.

Council has in place a Development Contributions Plan prepared and adopted under the Environmental Planning and Assessment Act, 1979.

**PART 2:
RESTRICTIONS ON DEVELOPMENT**

2.1 **Heritage**
Not applicable.

2.2 **Coastal Protection**
Repealed.

2.3 **Mine Subsidence**
The subject land is not within a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.

2.4 **Road Widening and Road Realignment**
Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument;

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council.

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

2.5 **Council and Other Public Authority Policies on Hazard Risk Restrictions**
Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

- **Land Slip**
The land is not affected by a policy restriction relating to landslip
- **Bushfire**
The land is not bushfire prone land (as defined in the Act).
- **Tidal Inundation**
The land is not affected by a policy restriction relating to tidal inundation
- **Subsidence**
The land is not affected by a policy restriction relating to subsidence
- **Acid Sulfate Soils**
The land is not affected by a policy restriction relating to acid sulfate soils.
- **Unhealthy Building Land**
The land is not affected by a policy restriction relating to Unhealthy Building Land.
- **Any Other Risk**
Not applicable.

2.6 **Flooding**

Policy Restriction - Flooding

Development on the land, or part of the land, for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

Development on the land, or part of the land, for any other purpose is subject to flood related development controls.

You are advised to contact Councils' City Works Division for more detailed information.

Policy Restriction - Flooding (Overland Flow)

Development on the land, or part of the land, for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls due to possible flooding from overland flow.

Development on the land, or part of the land, for any other purpose is subject to flood related development controls due to possible flooding from overland flow.

You are advised to contact Councils' City Works Division for more detailed information.

2.7 **Matters arising under the Contaminated Land Management Act, 1997.**

Not applicable.

2.8 **Land Reserved For Acquisition**

There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 27 of the Act.

2.9 **Property Vegetation Plans**

Not applicable

2.10 **Orders under Trees (Disputes Between Neighbours) Act 2006**

Not applicable

2.11 **Directions under Part 3A**

Not applicable

2.12 **Site Compatibility Certificates and Conditions for Seniors Housing**

Not applicable

2.13 **Site Compatibility Certificates for Infrastructure**

Not applicable

2.14 **Site Compatibility Certificates and Conditions for Affordable Rental Housing**

Not applicable

2.15 **Certain Information Relating to Beaches and Coasts**

Not applicable

2.16 **Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

Not applicable

2.17 Biodiversity Certified Land

Not applicable

2.18 Paper Subdivision Information

Not applicable

2.19 Site Verification Certificates

Not applicable

2.20 Loose-Fill Asbestos Ceiling Insulation

Not applicable

2.21 Affected Building Notices and Building Product Rectification Orders

Not applicable

2.22 Complying Development

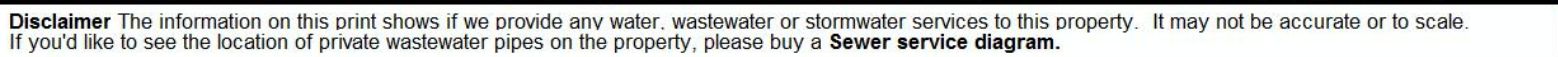
Whether or not the land is land on which complying development may be carried out under each of the Codes for complying development because of the provisions of clauses 1.17A (c) and (d) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land.

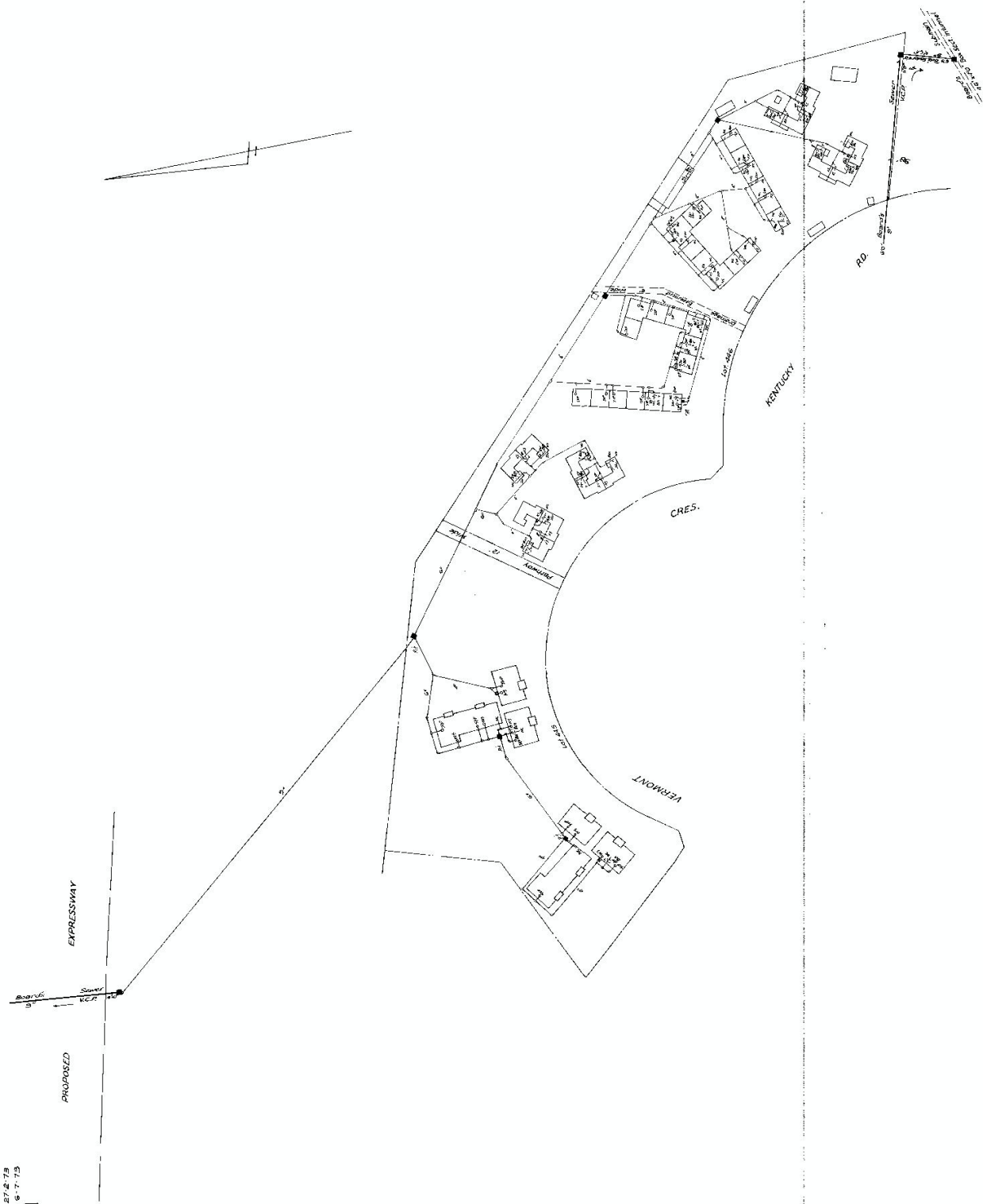
Housing Code (if in a residential zone)	Yes
Housing Alterations Code	Yes
General Development Code	Yes
Commercial and Industrial (New Buildings and Additions) Code	Yes
Commercial and Industrial Alterations Code	Yes
Demolition Code	Yes
Subdivision Code	Yes
Fire Safety Code	Yes

Important Disclaimer: This clause of the Certificate only contains information in respect of that required by clause 3 of Schedule 4 of the Environmental Planning and Assessment Regulation 2000, in relation to Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued under the provisions of the SEPP is invalid.

Ltho

per **MATTHEW STEWART**
GENERAL MANAGER





HC

Municipality of Canterbury
 No. 831961
 BTR
 D.S. 3810, 6310
 Scale 40ft to an inch
 For Engineer House Services

DATE	BY	CHKD	DATE
07	07	07	07
07	07	07	07
07	07	07	07

831961

Disclaimer
 The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

LAM:54534

Capitalwise Conveyancing
PO Box A2068
SYDNEY SOUTH NSW 1235

PLANNING CERTIFICATE

Section 10.7 of the Environmental Planning and Assessment Act, 1979.

Certificate No: 20201138
25 February 2020

Land which Certificate is issued for:

Strata Plan 96606

5 Vermont Crescent, RIVERWOOD NSW 2210

**INFORMATION PROVIDED UNDER SECTION 10.7 (2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

Land which Certificate is issued for:

Strata Plan 96606

5 Vermont Crescent, RIVERWOOD NSW 2210

**PART 1:
ENVIRONMENTAL PLANNING INSTRUMENTS**

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Canterbury Local Environmental Plan 2012

Date effective from

1 January 2013

Land Use Zone

ZONE R4 HIGH DENSITY RESIDENTIAL

1. Permitted without consent

Home occupations

2. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Business premises; Car parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Hostels; Multi dwelling housing; Neighbourhood shops; Office premises; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Semi-detached dwellings; Serviced apartments; Shop top housing; Shops

3. Prohibited

Pond-based aquaculture; Tank-based aquaculture; Any development not specified in item 1 or 2

1.2 State Environmental Planning Policies

Note:

The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning (DoP) website at www.planning.nsw.gov.au. The full wording of each SEPP can also be accessed via the DoP website.

State Environmental Planning Policies:

No. 19 - Bushland in Urban Areas

No. 21 - Caravan Parks

No. 33 - Hazardous and Offensive Development

No. 50 - Canal Estates

No. 55 - Remediation of Land

No. 64 - Advertising and Signage

No. 65 - Design Quality of Residential Apartment Development

State Environmental Planning Policy - (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy - Building Sustainability Index: BASIX 2004

State Environmental Planning Policy - (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy - (Infrastructure) 2007

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy (Coastal Management) 2018

State Environmental Planning Policy (Primary Production and Rural Development) 2019

Greater Metropolitan Regional Environmental Plan

Georges River Catchment

Aims to protect the water quality of the Georges River and its tributaries and the environmental quality of the whole catchment. The objectives of the plan are to be achieved through coordinated land use planning and development control. The plan establishes the framework within which local, State and Federal agencies will consult so that there is a consistent approach to planning and development within the catchment.

Proposed State Environmental Planning Policies:

Not applicable

1.3 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act Not applicable.

1.4 Development Control Plans.

CANTERBURY DEVELOPMENT CONTROL PLAN 2012

Contains detailed design guidelines and development standards for development in the former Canterbury City.

1.5 Contribution Plans.

CANTERBURY DEVELOPMENT CONTRIBUTIONS PLAN 2013

Development Contributions Plan prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2000.

PART 2: RESTRICTIONS ON DEVELOPMENT

2.1 Heritage

Not applicable.

2.2 Mine Subsidence

The subject land is not within a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.

2.3 Road Widening and Road Realignment

Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument;

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council.

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

2.4 Council and Other Public Authority Policies on Hazard Risk Restrictions

Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

- **Land Slip**

The land is not affected by a policy restriction relating to landslip

- **Bushfire**

Not applicable

- **Tidal Inundation**

The land is not affected by a policy restriction relating to tidal inundation

- **Subsidence**

The land is not affected by a policy restriction relating to subsidence

- **Acid Sulfate Soils**

The land is affected by the Acid Sulfate Soils Assessment Guidelines and Acid Sulfate Soils Planning Guidelines adopted by the Department of Planning, Industry & Environment and the NSW Office of Environment & Heritage and notified to the Council that restricts the development of the land because of the likelihood of acid sulfate soils.

- **Unhealthy Building Land**

The land is not affected by a policy restriction relating to Unhealthy Building Land.

- **Any Other Risk**

Not applicable.

2.5 Flooding**Policy Restriction - Flooding**

Development on the land, or part of the land, for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

Development on the land, or part of the land, for any other purpose is subject to flood related development controls.

You are advised to contact Councils' Operations Division for more detailed information.

Policy Restriction - Flooding (Overland Flow)

Development on the land, or part of the land, for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls due to possible flooding from overland flow.

Development on the land, or part of the land, for any other purpose is subject to flood related development controls due to possible flooding from overland flow.

You are advised to contact Councils' Operations Division for more detailed information.

2.6 Matters arising under the Contaminated Land Management Act, 1997.

Not applicable.

2.7 Land Reserved For Acquisition

There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 27 of the Act.

2.8 Property Vegetation Plans

Not applicable

2.9 Orders under Trees (Disputes Between Neighbours) Act 2006

Not applicable

2.10 Directions under Part 3A

Not applicable

2.11 Site Compatibility Certificates and Conditions for Seniors Housing

Not applicable

2.12 Site Compatibility Certificates for Infrastructure

Not applicable

2.13 Site Compatibility Certificates and Conditions for Affordable Rental Housing

Not applicable

2.14 Certain Information Relating to Beaches and Coasts

Not applicable

2.15 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Not applicable

2.16 Biodiversity Certified Land

Not applicable

2.17 Paper Subdivision Information

Not applicable

2.18 Site Verification Certificates

Not applicable

2.19 Loose-Fill Asbestos Ceiling Insulation

Not applicable

2.20 Affected Building Notices and Building Product Rectification Orders

Not applicable

2.21 Complying Development

*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 (c) and (d) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land. **Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.***

Housing Code (if in a residential zone)	Yes
Rural Housing Code (if in a rural residential zone)	Not applicable
Housing Alterations Code	Yes
General Development Code	Yes
Commercial and Industrial (New Buildings and Additions) Code	Yes
Commercial and Industrial Alterations Code	Yes
Container Recycling Facilities Code	Yes
Demolition Code	Yes
Subdivision Code	Yes

Fire Safety Code

Yes

Important Disclaimer: This clause of the Certificate only contains information in respect of that required by clause 3 of Schedule 4 of the Environmental Planning and Assessment Regulation 2000, in relation to Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued under the provisions of the SEPP is invalid.



**MITCHELL NOBLE
MANAGER SPATIAL PLANNING**