

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 88061181	NSW DAN:
vendor's agent	Morton, Suite 3B, 6 Cowper Wharf Roadway, Woolloomooloo NSW 2011	Email: noel@morton.com.au	Phone: 0410 593 694 Fax: Ref: Noel Jenkins
co-agent			
vendor	BROCKHILL PTY LIMITED (ACN 100 386 052) as trustee for The Wilkinson Family Trust		
vendor's solicitor	Antcliffe Scott Lawyers Level 8, 65 York Street Sydney NSW 2000 Neil Scott 0408 477 512 and Jenelle Walsh 0493 106 013		Phone: 8215 1521 Fax: Ref: 220049 Email: neil@antcliffescott.com
date for completion	42 days after the contract date	(clause 15)	
land	108/6E COWPER WHARF RDWY WOOLLOOMOOLOO NSW 2011		
(Address, plan details and title reference)	Lot 8 in SP61618 (Unit) and Lot 110 in SP61770 (Carspace) 8/SP61618 and 110/SP61770		
	<input checked="" 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 checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" 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 checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input checked="" 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 checked="" 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)

PEXA

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 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 checked="" type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input checked="" 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
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	Other <input type="checkbox"/> 59
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

McCormacks Strata Management
 info@mccormacks.com.au

Level 5/151 Castlereagh St, Sydney NSW 2000
 Phone: (02) 9299 6722

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.

SPECIAL CONDITIONS FORMING PART OF THIS CONTRACT FOR SALE AND PURCHASE OF LAND 2019 EDITION

1. Definitions and interpretation

1.1 Definitions

The following words have these meanings in these additional clauses unless the contrary intention appears:

Contract means this Contract for sale and purchase of land 2019 edition, special conditions and all attachments.

Printed Clauses means the provisions of the Contract for sale and purchase of land 2019 edition as approved and issued by the Law Society of New South Wales and the Real Estate Institute of New South Wales.

Special Conditions means the clauses numbered 1 to 25 on pages 21 to 31 of this Contract.

1.2 Interpretation

The following rules of interpretation apply unless the context requires otherwise:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person includes a body corporate, an unincorporated body and conversely;
- (e) a reference to any party to this Contract or any other agreement or document includes the party's successors and permitted assigns;
- (f) headings are for convenience and do not affect the interpretation;
- (g) a reference to any agreement or document is a reference to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Contract;
- (h) a reference to any legislation or any provision of any legislation includes any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it;
- (i) a reference to a right or obligation of any two or more persons confers that right and imposes that obligation, as the case may be, jointly and severally;
- (j) a reference to conduct includes any omission, statement or undertaking whether or not in writing; and
- (k) if there is any inconsistency between these special conditions and the Printed Clauses, these special conditions will prevail.

2. Amendments to Printed Clauses

The Printed Clauses of the Contract are amended as follows:

- (a) Clause 1 – definition of "*work order*" – after "*order*" insert "in writing issued by a competent authority";
- (b) Clause 2.6 is amended by adding "unless notice is given by the *vendor* under Special Condition 14.5";
- (c) Clause 2.7 is amended by "unless notice is given by the *vendor* under Special Condition 14.5" after "balance";
- (d) Clause 4.1 – deleted;
- (e) Clause 6.2 – deleted;
- (f) Clause 7.1.1 – deleted and replaced with "any amount is claimed";
- (g) Clause 10.1.8 and 10.1.9:
 - (i) replace "substance" with "existence"; and
 - (ii) replace "disclosed" with "noted"; and
 - (iii) insert the following at the end of clause 10.1.9:

"For the purposes of this Contract, including Printed Clauses 10.1.8 and 10.1.9, the existence of any easement or restriction is sufficiently noted by the annexing to the Contract of copies of the documents creating, referring to, or otherwise giving rise to that easement or restriction."
- (h) Clause 12 – insert the following:

"In this clause *certificate* does not include a building information certificate under any legislation. The purchaser must not apply for a building information certificate under any legislation without the prior written consent of the vendor."
- (i) Clause 14.4.2 is amended by deleting:
 - (i) from the first dot point, the word "no"; and
 - (ii) "the land was not subject to a special trust or owned by a non-concessional company".
- (j) Clause 16.8 – deleted;
- (k) Clause 16.12 – delete all words after "NSW";
- (l) Clause 18 – insert the following new sub-clause:

"18.8 The *purchaser*, by taking possession of the *property*, accepts for all purposes the state of repair and condition of the *property* and will not make any objection, *requisition* or claim for compensation or seek to delay completion or *rescind* or *terminate* this Contract after taking possession of the *property*".
- (m) Clause 19 – insert the following additional sub-clause:

"19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2017(NSW)* is the remedy prescribed by that regulation."

- (n) Clause 23.9 – deleted;
- (o) Clause 23.13 – deleted;
- (p) Clause 23.14 – deleted.

3. Inconsistency of provisions

In the event of any conflict or inconsistency between the provisions of the Special Conditions and the provisions of the Printed Clauses of this Contract then the provisions of the Special Conditions shall prevail.

4. Entire agreement

4.1 Own enquiries

The *purchaser* acknowledges that when entering into this Contract it relies entirely upon enquiries made by it or on its behalf independently of any statements, feasibility statements, forecasts, inducements or representations made by or on behalf of the *vendor* (including by any agent or representative acting on behalf of the *vendor*) including, without limitation:

- (a) the suitability of the *property* for any particular purpose and all assessments as to value and financial worth;
- (b) the skill and judgment of the *purchaser*, its consultants and representatives; and
- (c) opinions or advice obtained by the *purchaser* independently of the *vendor* or of the *vendor's agents* or employees.

4.2 Exclusion of pre-contractual representations

The *purchaser* warrants that unless specifically provided otherwise in this Contract it has not entered into this Contract in reliance on any express or implied statement, representation, promise or warranty, verbal or otherwise, made by the *vendor* or on its behalf in respect of the *property* or which has or may have an effect on the *property* including but not limited to:

- (a) the neighbourhood in which the *property* is located;
- (b) the rights and privileges relating to the *property*; or
- (c) any financial return or income or allowance derived or to be derived from the *property*.

4.3 Purchaser acknowledgements

The *purchaser* acknowledges that it is purchasing the *property* including the *improvements* erected thereon:

- (a) in its present condition and state of repair;
- (b) subject to all defects latent and patent;
- (c) subject to fair wear and tear as provided in Printed Clause 10.1.4;
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the *property*; and

- (e) should it be found that the improvements erected thereon comprise or include any illegal or unapproved building work, electrical work, plumbing work or sewerage or drainage work.

The *purchaser* will not make any objection, *requisition* or claim for compensation or seek to delay completion or *rescind* or *terminate* this Contract by reason of any of the matters referred to in this Special Condition.

5. Inclusions

- (a) The *inclusions* (if any) are sold in their existing condition and state of repair and subject to normal wear and tear from the date of this Contract to the *date for completion*, and the *vendor* makes no representation as to the quality of any of the *inclusions*.
- (b) The *vendor* will not be required to repair or replace any of the *inclusions* which may malfunction after the date of this Contract and before the *date for completion*.

6. Warranty regarding real estate agent

- (a) The *purchaser* warrants that it was not introduced to the *property* or the *vendor* by any real estate agent or other person entitled to claim commission as a result of this sale, other than the *vendor's agent*, if any, specified in this Contract.
- (b) The *purchaser* will indemnify the *vendor* against any claim for commission by any real estate agent or other person arising out of an introduction of the *purchaser* in breach of this warranty and against all claims and expenses for the defence and determination of such a claim made against the *vendor*.
- (c) The *vendor* warrants that it has not entered into a sole agency agreement or any other agreement with any agent other than the *vendor's agent* named on the front page of this Contract.

7. Non-merger

The provisions of this Contract having application after the *date for completion* continue to apply after that date.

8. Encroachment/Non-Compliance

The *purchaser* may not make any objection, *requisition* or claim in respect of:

- (a) any encroachment onto any adjoining property by any building or structure on the *property* other than a dividing fence as defined in the *Dividing Fences Act 1991*;
- (b) any encroachment onto the *property* by any building or structure on any adjoining property other than a dividing fence as defined in the *Dividing Fences Act 1991*; or
- (c) any non-compliance with the *Local Government Act 1993* or any ordinance under that act in respect of any building or structure on the *property* –

as is specifically disclosed and clearly described in the plans and 88B instruments contained in this Contract (including, without limitation, in any survey report or copy thereof annexed to this Contract).

9. No requirement for Building Information Certificate

Despite anything contained in this Contract or any rule of law to the contrary:

- (a) the *vendor* is not required to do any work or expend any money on or in relation to the *property* nor to make any application for or do anything towards obtaining a

building information certificate under section 6.24 of the *Environmental Planning and Assessment Act 1979*;

- (b) if the *purchaser* desires to obtain such a building information certificate, the *purchaser* will apply for it at the purchaser's own expense.

10. Incapacity

Without in any way limiting, negating or restricting any rights or remedies which would have been available to any *party* at law or in equity had this Special Condition not been included, if either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion:

- (a) dies, is declared mentally ill as defined in the *Mental Health Act 2008* or is declared bankrupt, then either *party* may *rescind* this Contract by written notice to the other *party's solicitor* and thereupon this Contract will be at an end and the provisions of Printed Clause 19 will apply; or
- (b) being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this Contract and the provisions of Printed Clause 9 will apply.

11. Completion

In the event that completion does not take place by the *date for completion*, then the *party* who is ready, willing and able to complete and is not in default may serve the other *party* with a notice in writing requiring completion to take place not less than ten (10) *business days* from the date of service of the notice whereupon for the purposes of this Contract time will become and be deemed to be of the essence for the purposes of completion.

12. Late Completion

12.1 Interest

Without limiting any other right of the *vendor*, if the *purchaser* does not complete this Contract by the *date for completion* but does subsequently complete, the *purchaser* must pay:

- (a) interest on the balance of the *price* and any other money payable on completion at the rate of 8% per annum calculated on daily rests from and including the day immediately following the *date for completion* up to and including the actual date of completion; and
- (b) if the *vendor* has issued a notice pursuant to Printed Clause 15 or Special Condition 11 the *purchaser* must pay to the *vendor* the additional amount of \$330.00 (incl. GST) as reimbursement for the additional costs incurred by the *vendor* in respect to the issue of the notice.

12.2 Delay by *vendor*

In the event completion is delayed by the *vendor* the interest referred to in Special Condition 12.1(a) will not become payable until two (2) *business days* after notification from the *vendor's solicitor* that the *vendor* is ready willing and able to complete.

12.3 Costs

If completion does not take place on the *date for completion* and if the delay is not the fault of the *vendor*, the *purchaser* must reimburse the *vendor* the amount of \$110.00 (incl. GST) as reimbursement for the additional costs incurred by the *vendor* for re-arranging settlement and updating the *Electronic Workspace*.

12.4 Completion date

Nothing in this Special Condition may be construed so as to prejudice the *vendor's* right (whether in law or in equity or by virtue of any of the provisions, Printed Clauses or Special Conditions of this Contract) to rely on the date or time stipulated for completion.

12.5 Genuine pre-estimate

The interest and costs payable under Special Conditions 12.1 and 12.2 are without limitation a genuine pre-estimate of the damage anticipated to be suffered by the *vendor* or due to the *purchaser's* failure to complete on or before the *date for completion*. Special Conditions 12.1 and 12.2 are essential terms of the Contract and the *vendor* is not obliged to complete unless the *purchaser* complies with Special Conditions 12.1 and 12.2.

13. Investment of deposit

13.1 The *parties* agree to invest the *deposit* in a *bank*.

13.2 If a *party terminates* this Contract because of the other *party's* default then the defaulting *party* must pay to the terminating *party* an amount equal to one half of the interest earned on the *deposit* by way of damages without limitation to any other remedies or damages to which the terminating *party* may be entitled.

13.3 Bank charges, government charges, fees and taxes will be deducted from the interest earned on the *deposit* before payment is made to the *vendor* and *purchaser*.

13.4 The *purchaser* acknowledges that tax on the interest may be deducted if it fails to provide to the *vendor's agent* the *purchaser's* tax file number within 3 *business days* of the date of this Contract.

14. Deposit provided by Bank Guarantee or Deposit Bond

14.1 This Special Condition applies where the *deposit* payable pursuant to this Contract has been paid by way of Bank Guarantee or Deposit Bond.

14.2 In this Special Condition, unless repugnant to the context:

- (a) **"Bank Guarantee"** means an irrevocable undertaking by a *bank* to pay an amount or amounts of money to the *vendor* on demand and containing terms and conditions which the *vendor*, in its absolute discretion, determines is acceptable to it.
- (b) **"Bank"** means a *bank* which the *vendor*, in its absolute discretion, determines is acceptable to it.
- (c) **"Deposit Bond"** means an irrevocable undertaking by an Insurer to pay an amount or amounts of money to the *vendor* on terms and conditions which the *vendor*, in its absolute discretion, determines is acceptable to it.
- (d) **"Insurer"** means an insurer which the *vendor*, in its absolute discretion, determines is acceptable to it.

14.3 If the *purchaser* delivers to the *vendor's solicitor* no later than the date by which the *deposit* is to be paid under this Contract a Bank Guarantee or Deposit Bond then, to the extent of the amount of money stated in that Bank Guarantee or Deposit Bond, the *purchaser* will be deemed to have paid the *deposit*.

14.4 On the *date for completion* the *purchaser* must pay to the *vendor*, in addition to all other money payable under this Contract, the amount stated in the Bank Guarantee or Deposit Bond given to the *vendor's solicitor*.

- 14.5** On the date the *vendor* becomes lawfully entitled to the *deposit*, including without limitation on the date the *vendor* becomes entitled to the *deposit* because this Contract is lawfully ended by the *vendor* as a result of a default by the *purchaser* or on the date the stakeholder is authorised to release the *deposit* to the *vendor*, the *purchaser* must immediately pay to the *vendor* an amount equal to the amount stated in the Bank Guarantee or Deposit Bond.
- 14.6** If the *vendor* terminates this Contract under Printed Clause 9, the *purchaser* must immediately pay to the *vendor* an amount equal to the amount of *deposit* the *vendor* may retain under Printed Clause 9.1.
- 14.7** On completion of this Contract, and if the *purchaser* has otherwise complied with this Contract, the *vendor* will cause the original Bank Guarantee or Deposit Bond (as appropriate) to be returned to the *purchaser*.
- 14.8** If the *purchaser* does not comply with any of its obligations under this Clause the *vendor* may call for payment by the Bank or Insurer (as appropriate) of the amount stated in the Bank Guarantee or Deposit Bond and to the extent only of the money then paid to the *vendor* by the Bank or Insurer (as appropriate) the *purchaser's* obligations under this Contract will be regarded as satisfied.
- 14.9** If any Bank Guarantee or Deposit Bond is due to expire before the date which is 21 days after the *date for completion*, the *purchaser* must not later than 10 *business days* prior to such expiry either:
- (a) pay to the *vendor* the *deposit*; or
 - (b) give to the *vendor* a fresh Bank Guarantee or Deposit Bond with an expiry date falling not less than 21 days after the *date for completion* -

provided that nothing in this Special Condition is to be regarded as compelling the *vendor* to accept a Bank Guarantee or Deposit Bond containing an expiry date that is prior to the *date for completion*.

15. Deposit less than ten percent

If the *deposit* agreed to be paid or actually paid by the *purchaser* is less than 10% of the *price*, notwithstanding any other provision of this Contract:

- (a) the *vendor* will be entitled to all interest payable on the *deposit* as a result of its investment; and
- (b) if the *vendor* becomes entitled to forfeit the *deposit*, then, without prejudice to any other rights of the *vendor* under this Contract or at law, the *purchaser* will immediately on demand pay to the *vendor* the difference between 10% of the *price* and the amount actually paid so that a full 10% of the *price* is forfeitable.

16. Foreign Acquisitions and Takeovers Act 1975

16.1 The *purchaser* warrants that either:

- (a) the provisions of the *Foreign Acquisitions and Takeovers Act 1975*, or comparable legislation, requiring the obtaining of consent to the purchase of the *property* do not apply to the *purchaser* and to this purchase; or
- (b) if the provisions of the *Foreign Acquisitions and Takeovers Act 1975*, or comparable legislation, do apply the *purchaser* has made all necessary applications for and has received written notice from the Treasurer of approval of the application.

16.2 If there is a breach of this warranty, whether deliberately or unintentionally, the *purchaser* will indemnify and compensate the *vendor* in respect of any loss, damage, penalty, fine or legal

costs which may be suffered or incurred by the *vendor* as a consequence thereof. This warranty shall not merge on completion.

17. Requisitions on title

The *purchaser* acknowledges that the only form of general *requisitions* on title that the *purchaser* will be entitled to raise pursuant to Printed Clause 5 must be in the form of *requisitions* on title annexed to this Contract.

18. Removal of picture hooks and other hanging devices

The *vendor* is not required to remove any picture hooks or other hanging devices from the walls or from other areas of the *property*, or to patch, paint or otherwise make good any marks or blemishes arising or remaining after the removal of any picture or other item removed from the walls.

19. Error in adjustments

- (a) The *vendor* and *purchaser* agree that in the event there is an error or miscalculation in the adjustments pursuant to Printed Clause 14 of this Contract, the error or miscalculation will be corrected and payment made to the party to whom payment is due within 5 *business days* of notice of the error or miscalculation.
- (b) The terms of this Special Condition will not merge on completion.

20. Water and sewer

20.1 Diagrams

Annexed to this Contract are copies of the sewerage infrastructure diagram and sewer lines location diagram (jointly "the Sewer Diagrams") issued by the Sydney Water Corporation in relation to the *property*. The *vendor* does not warrant the accuracy of the Sewer Diagrams and the *purchaser* will make no objection, *requisition* or claim for compensation or seek to delay completion or *rescind* or *terminate* this Contract in respect of any matter disclosed or referred to in the Sewer Diagrams or should it be established that any roof or surface water drainage is connected to the sewer of Sydney Water Corporation.

20.2 Building over sewer

Not used.

21. Planning certificate

- 21.1** The *purchaser* acknowledges disclosure by the *vendor* of the information contained in the certificate issued by City of Sydney Council under sections 10.7(2) of the *Environmental Planning and Assessment Act 1979* (NSW) as annexed to this Contract.
- 21.2** The *purchaser* warrants that it has satisfied itself as to the accuracy of the information disclosed in the section 10.7(2) certificate and of all conditions, restrictions and prohibitions imposed upon the *property* under or applicable to environmental planning instruments affecting the *property*.
- 21.3** Except as permitted under part IV of the *Conveyancing Act 1919* (NSW) the *purchaser* will not make or take any objection, *requisition* or claim for compensation or delay completion or *rescind* or *terminate* this Contract by reason of any errors or omissions in the section 10.7(2) certificate.

22. Survey and fencing

Not used.

23. Strata title information certificate

- 23.1** The *vendor* will not be required to provide to the *purchaser* an information certificate pursuant to section 184 of the *Strata Schemes Management Act 2015*.
- 23.2** The *purchaser* must obtain its own information certificate and a copy of the information certificate must be provided by the *purchaser* to the *vendor* not less than 2 *business days* prior to the *date for completion*.

24. Breach of statutory warranty by vendor

- 24.1** If the *purchaser* discovers that the *vendor* has breached any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017*, the *purchaser* must, within 7 days of discovering that breach, notify the *vendor* of that breach.
- 24.2** If the *vendor* breaches any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017*, the *vendor* may, before completion, service a notice:
- (a) setting out the breach;
 - (b) requesting the *purchaser* to serve a notice on the *vendor* irrevocably waiving the breach ("Waiver"); and
 - (c) indicating that the *vendor* intends to rescind this Contract if the Waiver is not served within 10 *business days* of service of that notice.
- 24.3** The *vendor* may rescind the Contract if:
- (a) the *vendor* serves a notice under Special Condition 23.2; and
 - (d) the *purchaser* does not serve the Waiver within the time required under the notice.
- 24.4** If the *purchaser* serves a Waiver before the *vendor* rescinds under Special Condition 23.2, the *vendor* is no longer entitled to rescind under Special Condition 23.3.
- 24.5** The *purchaser* has no claim against the *vendor* for breach of any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017* other than the right of rescission given by that regulation.

25. Guarantee where purchaser is a corporation

If the *purchaser* is a corporation (other than a corporation listed on any Australian Stock Exchange) the *purchaser* will procure that the directors of the *purchaser* guarantee the obligations of the *purchaser* under this Contract as follows:

- (b) In this Contract:
 - (i) "**Guarantor**" means the directors of the *purchaser* jointly and each of them severally, as the context requires;
 - (ii) "**Guaranteed Money**" means all amounts which, whether at law, in equity, by statute or otherwise are payable, owing but not currently payable, are contingently owing or which remain unpaid by the *purchaser* to the *vendor* at any time or which are reasonably foreseeable as being likely, after that time, to fall within any of those categories, for any reason or circumstance in connection with this Contract or any transaction contemplated by it;
 - (iii) "**Guaranteed Obligations**" means all the *purchaser's* express or implied obligations to the *vendor* in connection with this Contract or any transaction contemplated by it.
- (c) In consideration of the *vendor* agreeing to enter into this Contract, the Guarantor hereby irrevocably and unconditionally guarantees to the *vendor* the due and

punctual payment of all of the Guaranteed Money and the due and punctual performance of all of the Guaranteed Obligations.

- (d) The Guarantor agrees to indemnify and hold harmless the *vendor* from and against any loss incurred by the *vendor* in connection with:
 - (i) the Guaranteed Money not being recoverable from the *purchaser* or the Guarantor; or
 - (ii) the Guaranteed Obligations not being duly and punctually performed –

for any reason or circumstance whatsoever.
- (e) This guarantee and indemnity is to be a continuing guarantee and indemnity which will:
 - (i) continue in full force and effect irrespective of the legality, validity or enforceability of any other clause or provision hereof and notwithstanding the winding-up or dissolution of the *purchaser* or any change in its status, control or ownership;
 - (ii) not be satisfied by any intermediate payment or satisfaction of any part of any sum or sums of money owing by the *purchaser* under this Contract; and
 - (iii) remain in force until all moneys owing under this Contract have been paid in full.
- (f) This guarantee and indemnity shall be a primary obligation and debt of the Guarantor and accordingly no person for whose benefit this guarantee and indemnity is given shall be obliged before enforcing this guarantee and indemnity:
 - (i) to make any demand of the *purchaser*;
 - (ii) to take proceedings or obtain judgment against the *purchaser* in any court;
 - (iii) to make or file any claim in bankruptcy or liquidation of the *purchaser*; or
 - (iv) to enforce any other security held by such person in respect of the obligations of the *purchaser* hereunder.
- (g) The Guarantor agrees that its obligations under this guarantee and indemnity will not be in any way discharged or impaired by any forbearance (whether as to payment or otherwise) or any time or other indulgence given to the *purchaser* in relation to all or any of the obligations assumed by the *purchaser* or by any variation of any other provision of this Contract (whether or not the Guarantor shall be party to or aware of the same) or by any act, thing, omission or means which, but for this provision, would or might constitute a legal or equitable discharge or defence of a guarantor.
- (h) The Guarantor agrees that so long as any sums are or may be owed by the *purchaser* hereunder any rights which the Guarantor may at any time have by reason of the performance by the Guarantor of its obligations hereunder:
 - (i) to be indemnified by the *purchaser*; and/or
 - (ii) to take the benefit (in whole or in part) of any security taken pursuant to this Contract by all or any of the persons for whose benefit this guarantee and indemnity is given –

shall be exercised by the Guarantor in such manner and upon such terms as the *vendor* may require and further agrees to hold any moneys at any time received by it as a result of the exercise of any such rights for and on behalf and to the order of the *vendor* for application in or towards payment of any sums at any time owed by the *purchaser* under this Contract.

- (i) The Guarantor represents, warrants and covenants in favour of the *vendor* that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.
- (j) If any payment or repayment by or on behalf of the *purchaser* of any part of the Guaranteed Moneys guaranteed is subsequently set aside by any court of competent jurisdiction or otherwise required to be reimbursed by the *vendor*, then notwithstanding any release or discharge previously granted to the Guarantor the guarantee and indemnity herein shall be immediately reinstated in respect of such moneys (together with interest thereon as provided in this Contract) and the Guarantor shall be liable accordingly under this Special Condition.

SIGNED SEALED AND DELIVERED by)
the said **GUARANTOR AS A DEED**)
in the presence of:)

.....
Signature of Witness

.....
Signature of Guarantor

.....
Name:

SIGNED SEALED AND DELIVERED by)
the said **GUARANTOR AS A DEED**)
in the presence of:)

.....
Signature of Witness

.....
Signature of Guarantor

.....
Name:

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Brockhill Pty Limited ACN 100 386 052**
Purchaser:
Property: 108/6E COWPER WHARF RDWY WOOLLOOMOOLOO NSW 2011 (8/SP61618 and 110/SP61770)
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (Act).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in

Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or

combustible material such as cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

22.

- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (ii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

- 23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
- 24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
- 25. Are there any:
 - (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,
 affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
- 26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
- 27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
- 28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
 - (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
 If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

- 29. Has the initial period expired?
- 30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
- 31. If the Property includes a utility lot, please specify the restrictions.
- 32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
- 33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
 - (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
- 34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
- 35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
- 36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
- 37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
- 38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
- 39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
- 40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
- 41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
- 42. Has the Owners Corporation met all of its obligations under the Act relating to:
 - (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;

- (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

54. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
triSearch (Website)
Ph. 1300 064 452 Fax.

FOLIO: 8/SP61618

SEARCH DATE	TIME	EDITION NO	DATE
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17/9/2021	12:02 PM	10	4/1/2021

LAND

LOT 8 IN STRATA PLAN 61618
AT WOOLLOOMOOLOO
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE 6489627 EXPIRES
18.1.2099

BROCKHILL PTY LIMITED

(T AC825793)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP61618
2 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 4/1007565
3 AQ699164 MORTGAGE TO KIPPINGTON HOUSE PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

220049

PRINTED ON 17/9/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. triSearch 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.



FOLIO: CP/SP61618

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/9/2021	12:02 PM	14	1/3/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 61618
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WOOLLOOMOOLOO
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP61618

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE 6489619 EXPIRES
18.1.2099

THE OWNERS - STRATA PLAN NO. 61618
ADDRESS FOR SERVICE OF DOCUMENTS:
THE OWNERS CORPORATION SP 61618
6 COWPER WHARF ROAD
WOOLLOOMOOLOO
NSW 2011

SECOND SCHEDULE (29 NOTIFICATIONS)

- 1 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER
DESCRIBED IN DP1007565
- 2 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED
WITH SP61618
AQ256263 AMENDMENT TO STRATA MANAGEMENT STATEMENT
- 3 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR
SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD
DEVELOPMENT) ACT 1973. SEE SP61618
- 4 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 4/1007565
- 5 LAND EXCLUDES MINERALS - SEE VOL 5018 FOL 1
- 6 DP1007565 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE
OF THE LAND ABOVE DESCRIBED
- 7 DP1007565 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 8 DP1007565 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND
ABOVE DESCRIBED
- 9 DP1007565 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 10 DP1007565 RIGHT OF FOOTWAY (D) VARIABLE WIDTH AFFECTING THE

END OF PAGE 1 - CONTINUED OVER

220049

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FOLIO: CP/SP61618

PAGE 2

SECOND SCHEDULE (29 NOTIFICATIONS) (CONTINUED)

-
- PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1007565 RIGHT OF FOOTWAY (E) VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 DP1007565 RIGHT OF FOOTWAY (E) VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 13 DP1007565 RIGHT OF FOOTWAY (G) VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1007565 EASEMENT FOR PASSIVE RECREATION (H) AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1007565 RIGHT OF FOOTWAY (I) VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP1007565 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF
THE LAND ABOVE DESCRIBED
- 17 DP1007565 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 18 DP1007565 EASEMENT FOR ACCESS (J) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 19 DP1007565 EASEMENT FOR VENTILATION PLANT AND EQUIPMENT (K)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 20 DP1007565 EASEMENT FOR ACCESS TO PLANT AND STRUCTURES (L)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 21 DP1007565 EASEMENT FOR USE OF LIFTS (M) APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 22 DP1007565 EASEMENT FOR USE OF LIFTS (O) AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 23 DP1007565 EASEMENT FOR USE OF LIFTS (P) AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 24 DP1007565 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (20) IN THE S.88B INSTRUMENT
- 25 DP1007565 RIGHT OF FOOTWAY (Q) VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 26 DP1007565 EASEMENT FOR HOT WATER PLANT (S) APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 27 DP1007565 ACCESS TO PLANT AND STRUCTURES (T) APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 28 AM833585 INITIAL PERIOD EXPIRED
- 29 AQ609938 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 61618

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 26	2	- 26	3	- 47	4	- 47
5	- 48	6	- 28	7	- 48	8	- 36

END OF PAGE 2 - CONTINUED OVER

220049

PRINTED ON 17/9/2021

FOLIO: CP/SP61618

PAGE 3

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

STRATA PLAN 61618

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 60	10	- 48	11	- 28	12	- 36
13	- 48	14	- 28	15	- 48	16	- 29
17	- 29	18	- 36	19	- 48	20	- 24
21	- 64	22	- 83	23	- 35	24	- 41
25	- 33	26	- 26	27	- 26	28	- 40
29	- 26	30	- 26	31	- 26	32	- 26
33	- 26	34	- 39	35	- 26	36	- 26
37	- 26	38	- 26	39	- 26	40	- 26
41	- 39	42	- 26	43	- 25	44	- 50
45	- 50	46	- 47	47	- 36	48	- 38
49	- 60	50	- 26	51	- 29	52	- 29
53	- 30	54	- 60	55	- 26	56	- 39
57	- 37	58	- 60	59	- 61	60	- 39
61	- 29	62	- 61	63	- 86	64	- 80
65	- 56	66	- 27	67	- 36	68	- 57
69	- 44	70	- 23	71	- 35	72	- 27
73	- 35	74	- 27	75	- 28	76	- 26
77	- 28	78	- 57	79	- 26	80	- 35
81	- 28	82	- 45	83	- 45	84	- 23
85	- 23	86	- 29	87	- 29	88	- 29
89	- 29	90	- 45	91	- 42	92	- 49
93	- 30	94	- 43	95	- 43	96	- 30
97	- 61	98	- 30	99	- 87	100	- 87
101	- 50	102	- 91	103	- 91	104	- 102
105	- 47	106	- 39	107	- 39	108	- 39
109	- 39	110	- 46	111	- 78	112	- 47
113	- 28	114	- 28	115	- 28	116	- 28
117	- 28	118	- 28	119	- 28	120	- 28
121	- 28	122	- 28	123	- 46	124	- 39
125	- 28	126	- 28	127	- 28	128	- 28
129	- 61	130	- 57	131	- 48	132	- 65
133	- 48	134	- 58	135	- 72	136	- 59
137	- 61	138	- 94	139	- 32	140	- 32
141	- 64	142	- 102	143	- 73	144	- 64
145	- 102	146	- 52	147	- 33	148	- 32
149	- 29	150	- 48	151	- 32	152	- 48
153	- 29	154	- 47	155	- 32	156	- 29
157	- 45	158	- 32	159	- 28	160	- 47
161	- 32	162	- 47	163	- 42	164	- 62
165	- 42	166	- 49	167	- 57	168	- 42
169	- 42	170	- 102	171	- 80	172	- 105
173	- 81	174	- 94	175	- 113	176	- 109
177	- 42	178	- 115	179	- 105	180	- 42
181	- 42	182	- 51	183	- 43	184	- 100

END OF PAGE 3 - CONTINUED OVER

FOLIO: CP/SP61618

PAGE 4

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

STRATA PLAN 61618

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
185	- 131	186	- 51	187	- 93	188	- 138
189	- 54	190	- 73	191	- 36	192	- 36
193	- 36	194	- 36	195	- 72	196	- 36
197	- 36	198	- 35	199	- 35	200	- 69
201	- 35	202	- 98	203	- 35	204	- 35
205	- 35	206	- 35	207	- 35	208	- 72
209	- 69	210	- 46	211	- 68	212	- 93

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

220049

PRINTED ON 17/9/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. triSearch 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.



FOLIO: 110/SP61770

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/9/2021	12:02 PM	8	4/1/2021

LAND

LOT 110 IN STRATA PLAN 61770
AT WOOLLOOMOOLOO
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE 6490152 EXPIRES
18/1/2099

BROCKHILL PTY LIMITED

(T 9290323)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP61770
2 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 2/1007565
3 AQ699164 MORTGAGE TO KIPPINGTON HOUSE PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

220049

PRINTED ON 17/9/2021

SP1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

COUNCIL'S CERTIFICATE

CITY OF SYDNEY (Name of Council)
Having satisfied that the requirements of the Strata Schemes (Local Government Development) Act 1986 have been complied with, approves of the proposed:
* strata plan
* strata plan of subdivision
* strata plan of subdivision

Abstract in the certificate:
The strata plan/strata plan of subdivision is part of a development scheme for the purpose of the Strata Schemes (Local Government Development) Act 1986 and is subject to the conditions of the strata development contract to which it relates.
The Council does not object to the encroachment of the building beyond the alignment of.....

The approval is given on the condition that the use of lot (6).....(being a utility lot / a designed to be used primarily for the storage of.....(being of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata plan/strata plan of subdivision, as referred to in section 30 of the Strata Schemes (Local Government Development) Act 1986 or section 68 of the Strata Schemes (Local Government Development) Act 1986.

Date 24 DECEMBER 1999
Subdivision No. 71/1979

Completed, or date if incomplete.

Signatures, seals and statements of intention to create easements

THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 99 PAGES

SIGNED BY ME ~~ANDREW P. MASON~~ AS DELEGATE OF THE
MARINE MINISTERIAL HOLDING CORPORATION
AND I CERTIFY THAT I HAVE NO NOTICE AS TO
REVOCATION OF SUCH DELEGATION.

Andrew P. Mason

SURVEYOR'S CERTIFICATE

1. ANDREW P. MASON
of FRANK M. MASON & CO. PTY LTD
DX 3511 MILSON'S POINT

a surveyor registered under the Surveyors Act, 1928, hereby certify that:
(1) each applicable requirement of Schedule 1A to the Strata Schemes (Local Government Development) Act 1986 has been met.
(2) * (a) the building encroaches on a public place;
* (b) the building encroaches on land (other than a public place) in respect of which encroachment an appropriate assessment
* has been made by registered.....
* is to be made under section 68 of the Surveyors Act 1928

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

Signature *Andrew P. Mason*
Date 20/12/99

* Delete if inapplicable
/ State whether dealing or plan, and quote registered number.
This is sheet 1 of my Plan in 9 sheets
restrictions on the use of land or positive covenants.

PLAN OF SUBDIVISION OF LOT 4 IN DP 1007565

L.G.A. CITY OF SYDNEY Suburb/Locality : WOOLLOOMOOLOO

Parish : ALEXANDRIA County : CUMBERLAND

Reduction Ratio 1: Lengths are in metres

Name of, and *address for service of notices on, the owners corporation
* Address required on original strata plan only.
THE OWNERS
STRATA PLAN No 61618
6 COWPER WHARF ROADWAY
WOOLLOOMOOLOO NSW 2011

SP61618



Registered : 19.1.2000

CA: SEE CERTIFICATE

Purpose : STRATA PLAN

Ref. Map : PA CUMBERLAND
(1) # SHEET 4

Last Plan : DP1007565

SEE SHEET 2 & 3 FOR LOCATION PLAN

SURVEYOR'S REFERENCE: 28775-SP4

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

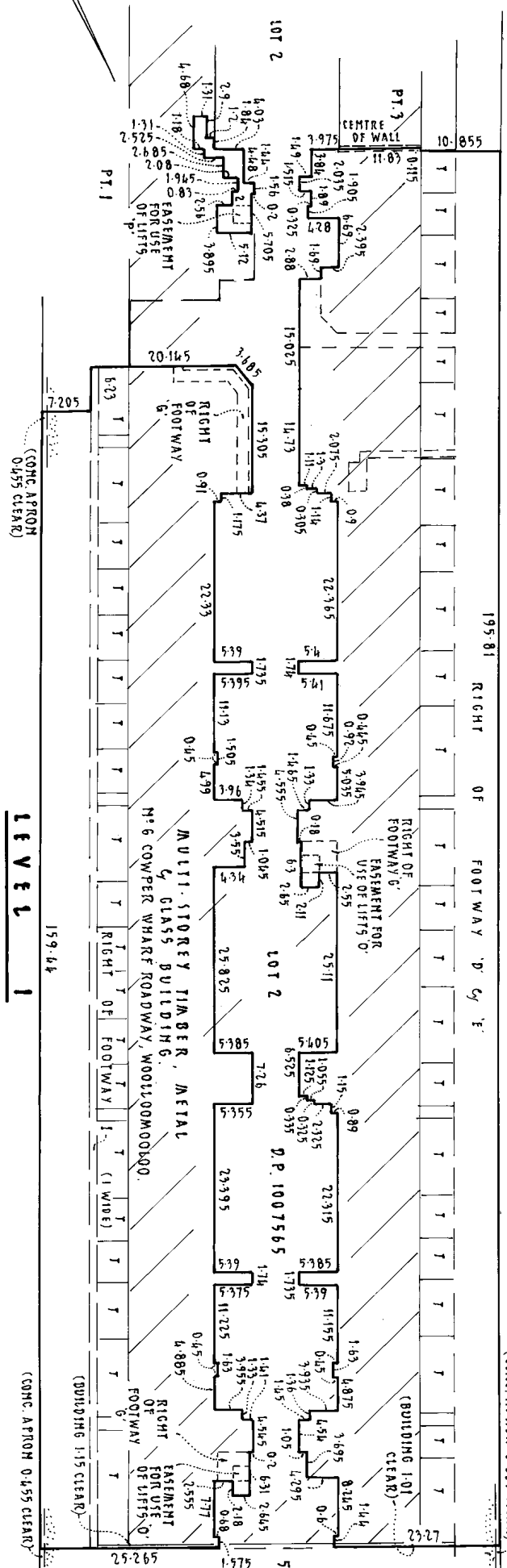
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 9 Sheets

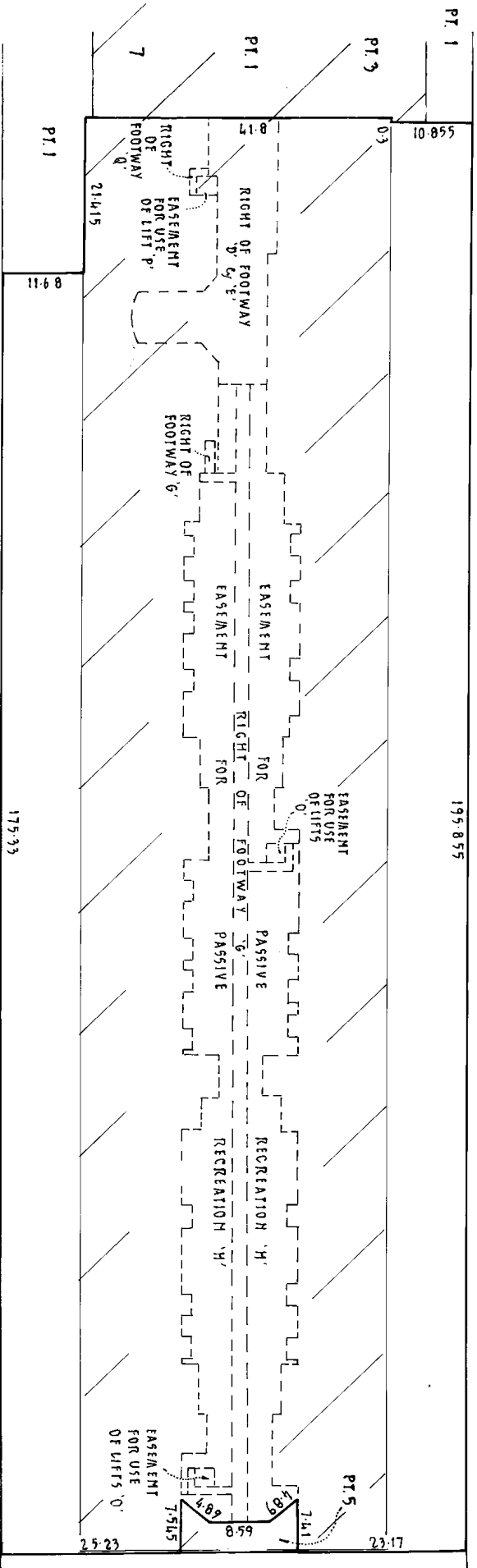
LOCATION PLAN

SP61618

(CONC. APRON 0.065 CLEAR)



LEVEL 1



NOTE: THIS PARCEL IS LIMITED IN HEIGHT & DEPTH, SEE D.P. 1007565 FOR THE BOUNDARIES OF THIS STRATUM LIMITATION & ALSO FOR ENCUMBRANCES THAT AFFECT THIS PARCEL.

LEVEL 2

Reduction Ratio 1: 600

Lengths are in metres

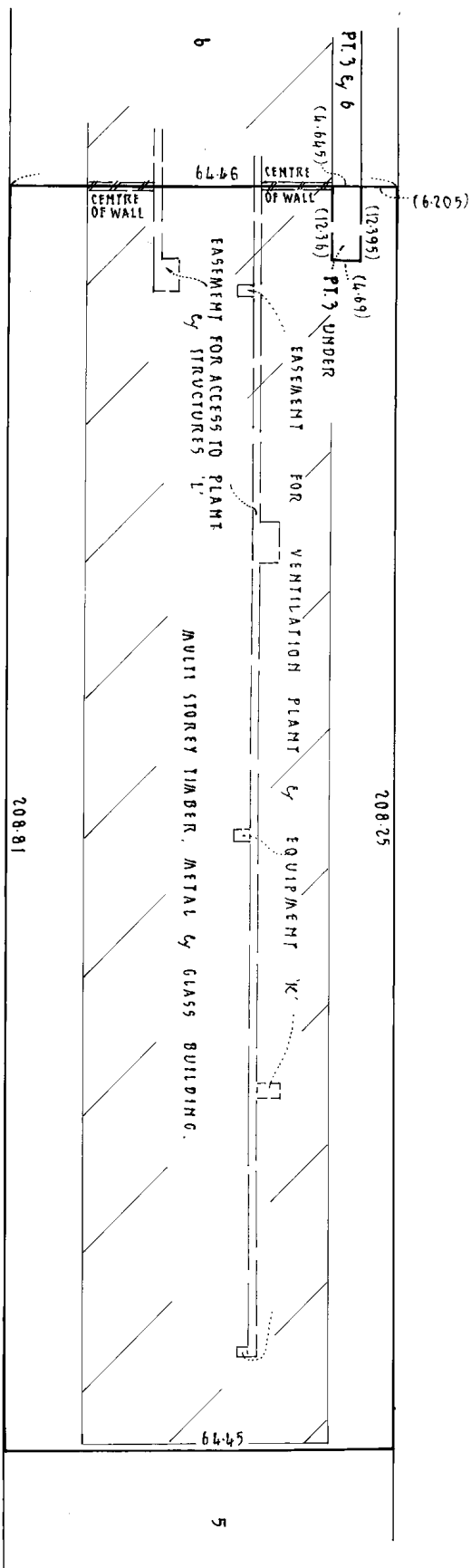
1. DENOTES TERRACE AT LEVEL 1.

Andrew Johnson
Registered Surveyor

General Clerk, Authorised Person

SURVEYORS REFERENCE: 28775 5, 8, 4

LOCATION PLAN (CONTINUED)



LEVEE 3106

NOTE:- THIS PARCEL IS LIMITED IN DEPTH, SEE D.P. 1007565 FOR THE BOUNDARIES OF THIS STRAUM LIMITATION & ALSO FOR ENCUMBRANCES THAT AFFECT THIS PARCEL.

EASEMENTS 'K', 'L' ARE SITUATED ON THE ROOF (SEE D.P. 1007565)

Reduction Ratio 1: 800

Lengths are in metres

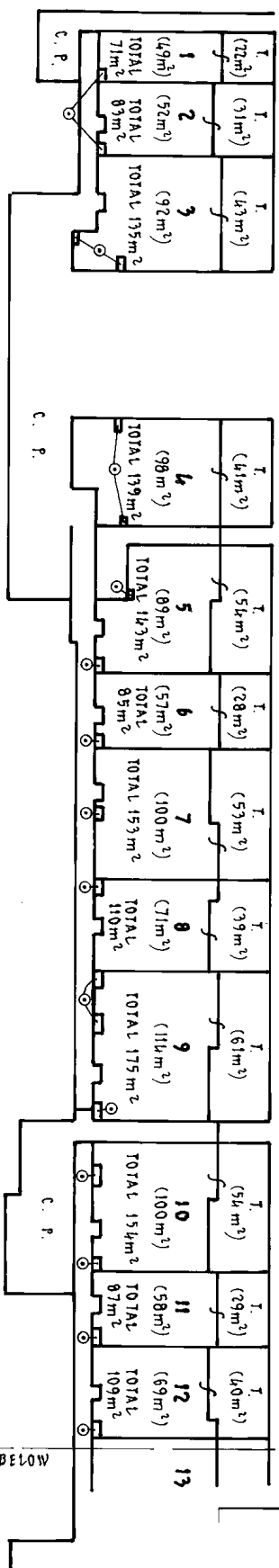
Andrew Harrison
Registered Surveyor

2 Drew
—Council Clerk— Anthon

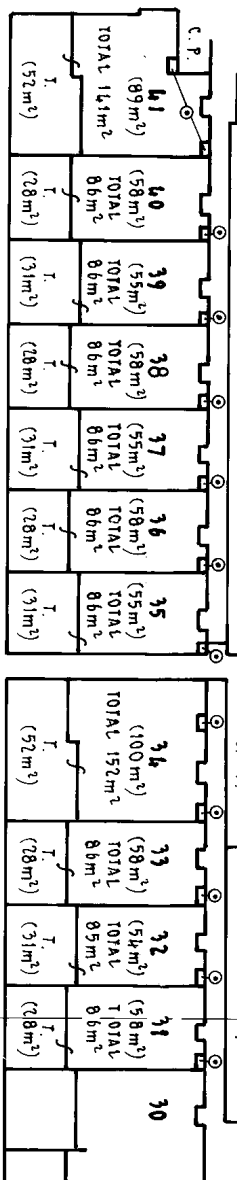
~~Council Clerk~~ Authorised Person

SURVEYOR'S REFERENCE: 28775 S. P. 4

***OFFICE USE ONLY**



SP61618

NOTES:-

AREAS ARE APPROXIMATE & FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.

© DEMOTES DUCT (EXCLUDED FROM LOT).

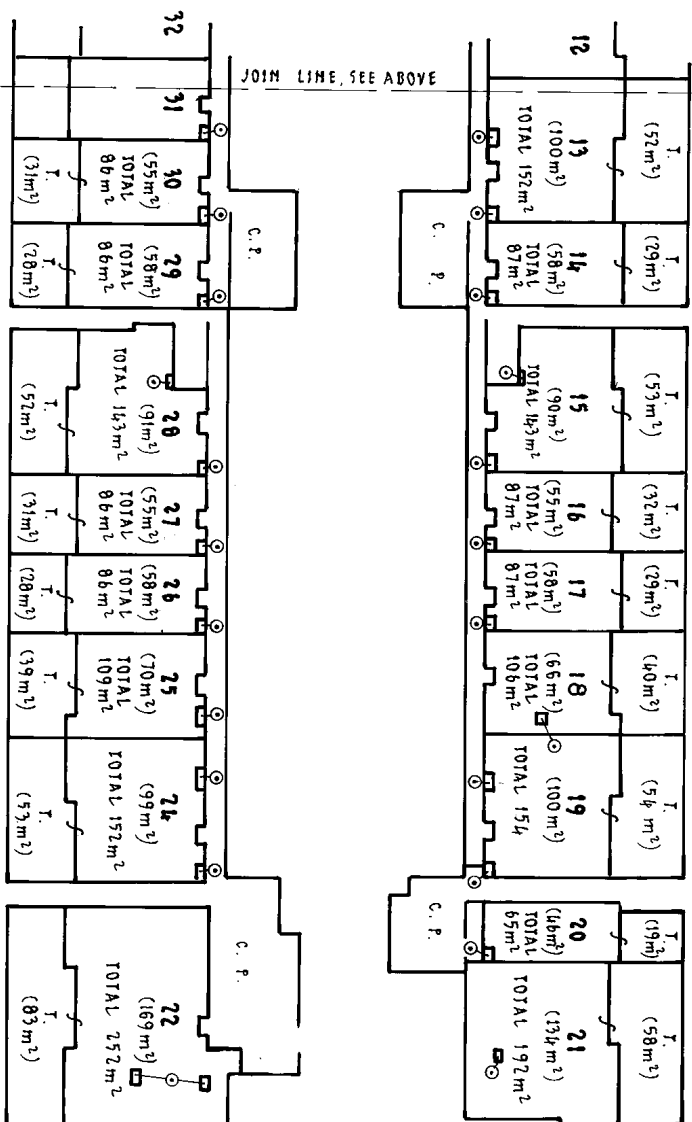
C.P. " COMMON PROPERTY.

T. " TERRACE.

B. " BALCONY.

V. " VOID.

TERRACES & BALCONIES EXTEND IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS, EXCEPT WHERE COVERED.



LEVEL 1.

Reduction Ratio 1:400

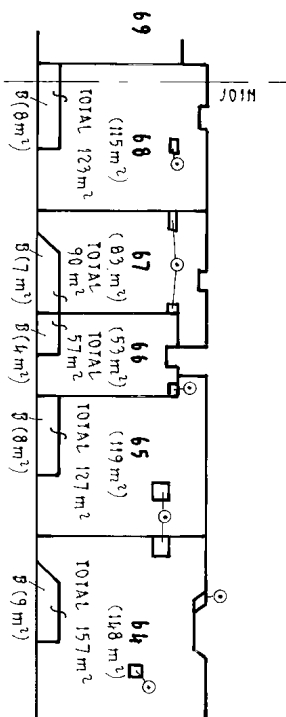
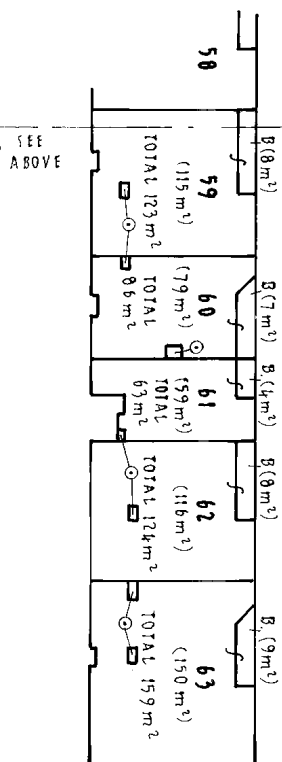
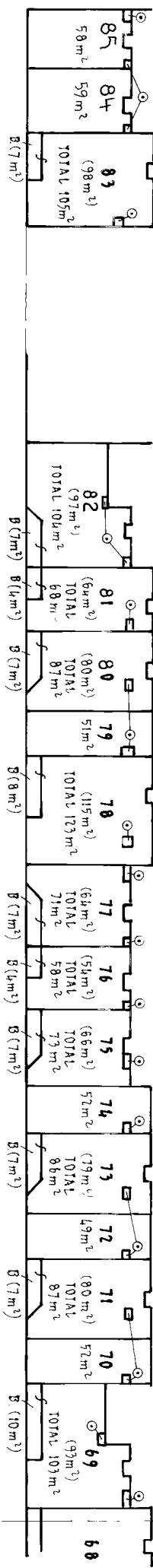
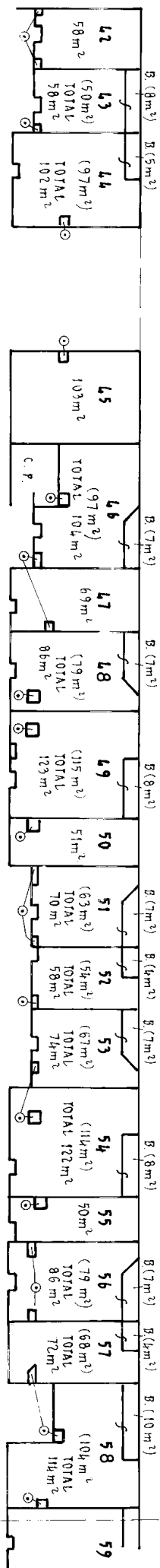
Lengths are in metres

Registered Surveyor

Council-Authorised Person

SURVEYORS REFERENCE: 28775 S.P. 4

SP61618



LEVEL 2

NOTES:-
 AREAS ARE APPROXIMATE & FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
 © DENOTES DUCT (EXCLUDED FROM LOT).
 C.P. " COMMON PROPERTY.
 B " BALCONY.
 BALCONIES EXTEND IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS, EXCEPT WHERE COVERED.

Reduction Ratio 1: 400

Lengths are in metres

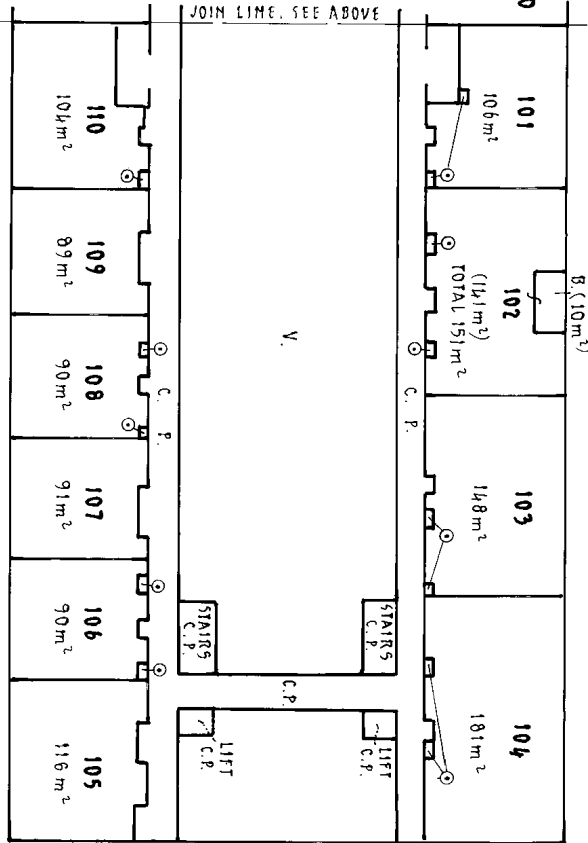
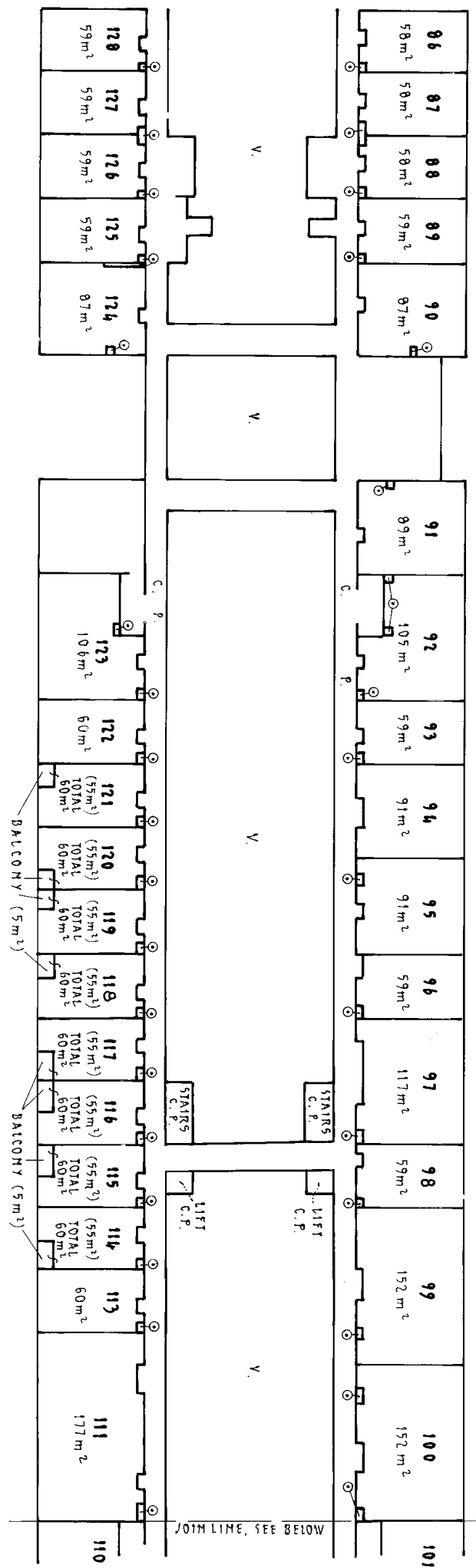


Andrew Wilson
 Registered Surveyor

Andrew Wilson
 Licensed Authorised Person

SP61618

*OFFICE USE ONLY



NOTES:-
AREAS ARE APPROXIMATE & FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
© DEMOTES DUCT (EXCLUDED FROM LOT)
C.P. " COMMON PROPERTY.
B. " BALCONY.
V. " VOID
BALCONIES EXTEND IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS, EXCEPT WHERE COVERED.

LEVEL 3.

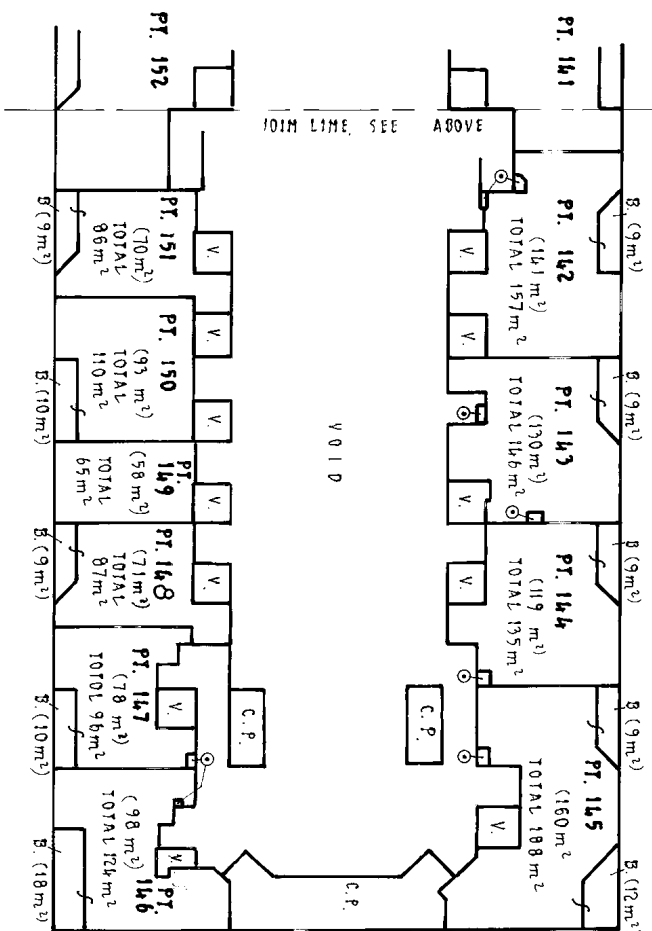
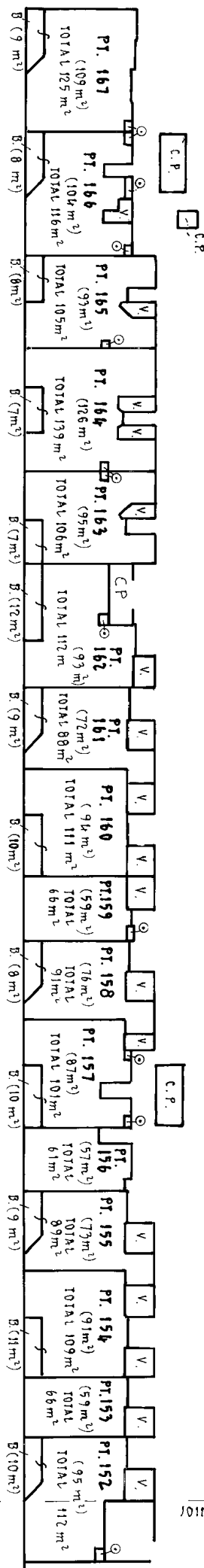
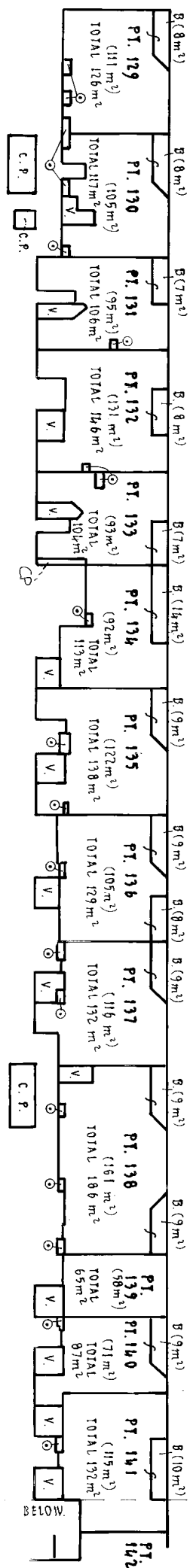
Reduction Ratio 1: 4.00

Lengths are in metres

Andrews
Registered Surveyor

Richard
Contract Authorised Person

SP61618



NOTES:-

AREAS ARE APPROXIMATE & FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.

⊙ DENOTES DUCT (EXCLUDED FROM LOT)

C.P. " COMMON PROPERTY

V. " VOID

BALCONIES EXTEND IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS, EXCEPT WHERE COVERED.

LEVEL 14

Reduction Ratio 1: 1.00

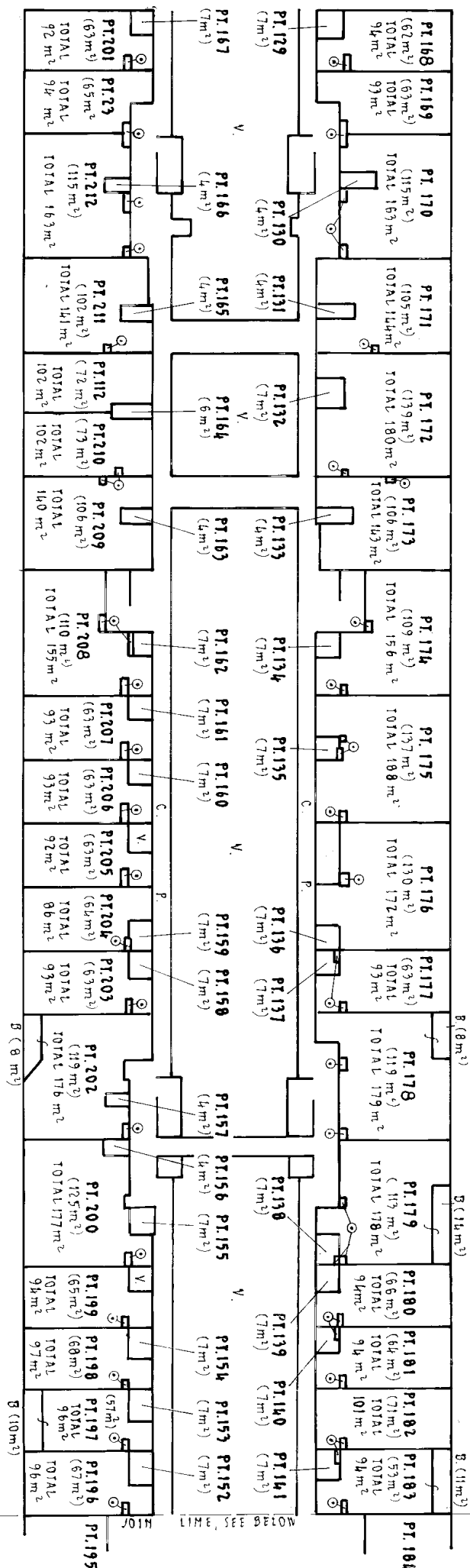
Lengths are in metres



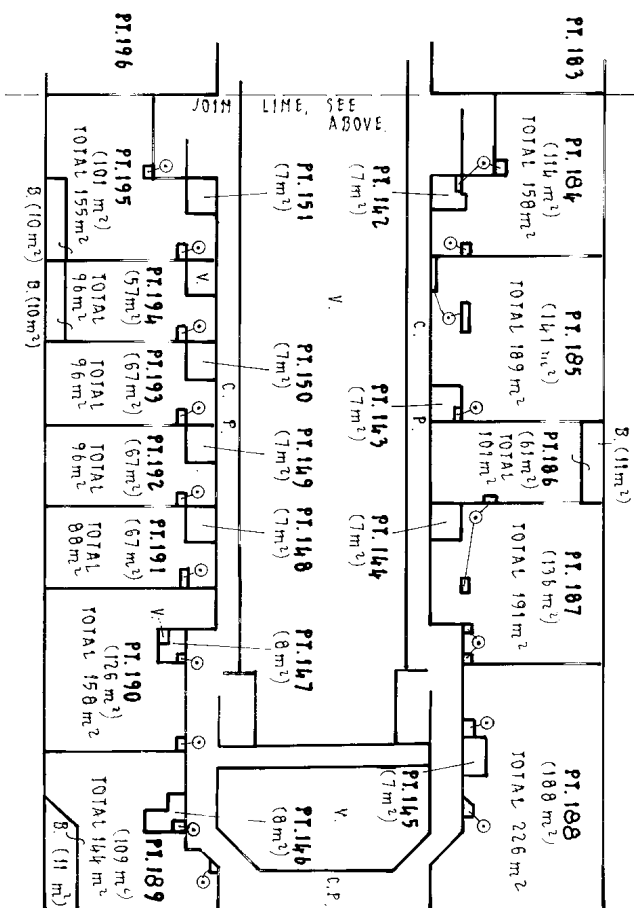
Andrew Harrison
Registered Surveyor

Richard
Council Clerk / Authorised Person

SP61618



*OFFICE USE ONLY



NOTES:

AREAS ARE APPROXIMATE ϕ_p FOR THE PURPOSES OF THE STRATA TITLES. (LEASTHOLD DEVELOPMENT) ACT ONLY.

C.P. " COMMON PROPERTY

B. " BALCOMY

Y. "VOID

BALCONIES EXTEND IN HEIGHT TO 2.5 METRES ABOVE THE UPPER

513831

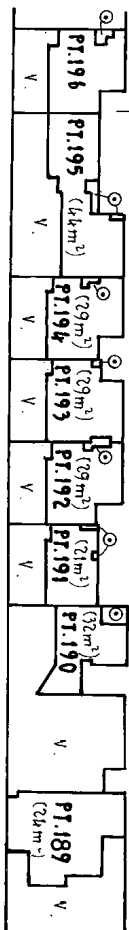
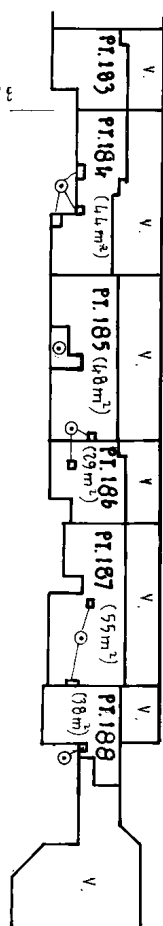
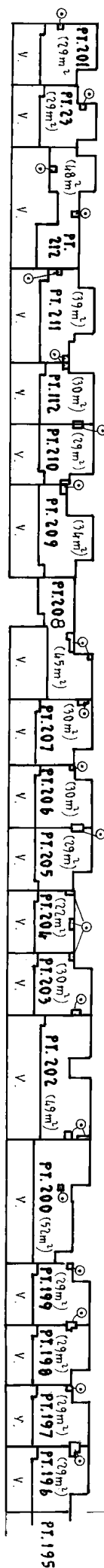
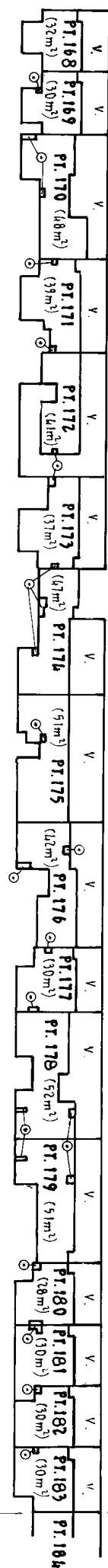
Reduction Ratio 1:400

Lengths are in metres

Andrew H. Rosen
Registered Surveyor

~~Council Clerk~~ Authorised Person

SURVEYOR'S REFERENCE: 28775 S. P. 4.



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2	26	21	64	40	26	59	61	78	57	97	61	116	28	135	72	154	47	173	81	192	36	211	68
3	47	22	83	41	39	60	39	79	26	98	30	117	28	136	59	155	32	174	94	193	36	212	93
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19	48	38	26	57	37	76	26	95	43	114	28	133	48	152	48	171	80	190	73	209	69		

JOIN LINE, SEE ABOVE

JOIN LINE, SEE BELOW

NOTES:-

AREAS ARE APPROXIMATE & FOR THE PURPOSES OF THE STRATA TITLES (LEASehold DEVELOPMENT) ACT 1917,
 @ DENOTES DUCT (EXCLUDED FROM LOT.
 V. DENOTES VOID.
LEVEL 6 - (LOFT

LEVEL 6. (LOFT)

Reduction Ratio 1: 400

Lengths are in metres

Registered Surveyor

~~Council Clerk~~ Authorised Person

SURVEYOR'S REFERENCE: 28775 S.P. 4.



FOLIO: CP/SP61770

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/9/2021	12:02 PM	7	1/3/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 61770
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WOOLLOOMOOLOO
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP61770

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE 6490042 EXPIRES
18/1/2099

THE OWNERS - STRATA PLAN NO. 61770
ADDRESS FOR SERVICE OF DOCUMENTS:
OWNERS CORPORATION SP61770
C/- MCCORMACKS STRATA MANAGEMENT
SUITE 5.01, LEVEL 5, 151 CASTLEREAGH STREET
SYDNEY 2000

SECOND SCHEDULE (25 NOTIFICATIONS)

- 1 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 2/1007565
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER
DESCRIBED IN DP1007565
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED
WITH SP61618
AQ256263 AMENDMENT TO STRATA MANAGEMENT STATEMENT
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR
SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD
DEVELOPMENT) ACT 1973. SEE SP61770
- 5 LAND EXCLUDES MINERALS - SEE VOL 5018 FOL 1
- 6 DP1007565 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE
OF THE LAND ABOVE DESCRIBED
- 7 DP1007565 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 8 DP1007565 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND
ABOVE DESCRIBED
- 9 DP1007565 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 10 DP1007565 RIGHT OF CARRIAGEWAY (A) VARIABLE WIDTH APPURTENANT

END OF PAGE 1 - CONTINUED OVER

220049

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FOLIO: CP/SP61770

PAGE 2

SECOND SCHEDULE (25 NOTIFICATIONS) (CONTINUED)

-
- TO THE LAND ABOVE DESCRIBED
- 11 DP1007565 RIGHT OF CARRIAGEWAY (C) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 12 DP1007565 RIGHT OF FOOTWAY (E) VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 13 DP1007565 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
 - 14 DP1007565 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 15 DP1007565 EASEMENT FOR ACCESS (J) APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 16 DP1007565 EASEMENT FOR VENTILATION PLANT AND EQUIPMENT (K) APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 17 DP1007565 EASEMENT FOR ACCESS TO PLANT AND STRUCTURES (L) APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 18 DP1007565 EASEMENT FOR USE OF LIFTS (M) APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 19 DP1007565 EASEMENT FOR USE OF LIFTS (N) APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 20 DP1007565 EASEMENT FOR USE OF LIFTS (P) APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 21 DP1007565 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (21) IN THE S.88B INSTRUMENT
 - 22 DP1007565 RIGHT OF FOOTWAY (Q) VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 23 DP1007565 RIGHT OF FOOTWAY (R) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 24 AM951642 INITIAL PERIOD EXPIRED
 - 25 AQ799833 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 165)

STRATA PLAN 61770

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1	2	- 1	3	- 1	4	- 1
5	- 1	6	- 1	7	- 1	8	- 1
9	- 1	10	- 1	11	- 1	12	- 1
13	- 1	14	- 1	15	- 1	16	- 1
17	- 1	18	- 1	19	- 1	20	- 1
21	- 1	22	- 1	23	- 1	24	- 1
25	- 1	26	- 1	27	- 1	28	- 1
29	- 1	30	- 1	31	- 1	32	- 1
33	- 1	34	- 1	35	- 1	36	- 1
37	- 1	38	- 1	39	- 1	40	- 1
41	- 1	42	- 1	43	- 1	44	- 1
45	- 1	46	- 1	47	- 1	48	- 1

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP61770

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 165) (CONTINUED)

STRATA PLAN 61770

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
49	- 1	50	- 1	51	- 1	52	- 1
53	- 1	54	- 1	55	- 1	56	- 1
57	- 1	58	- 1	59	- 1	60	- 1
61	- 1	62	- 1	63	- 1	64	- 1
65	- 1	66	- 1	67	- 1	68	- 1
69	- 1	70	- 1	71	- 1	72	- 1
73	- 1	74	- 1	75	- 1	76	- 1
77	- 1	78	- 1	79	- 1	80	- 1
81	- 1	82	- 1	83	- 1	84	- 1
85	- 1	86	- 1	87	- 1	88	- 1
89	- 1	90	- 1	91	- 1	92	- 1
93	- 1	94	- 1	95	- 1	96	- 1
97	- 1	98	- 1	99	- 1	100	- 1
101	- 1	102	- 1	103	- 1	104	- 1
105	- 1	106	- 1	107	- 1	108	- 1
109	- 1	110	- 1	111	- 1	112	- 1
113	- 1	114	- 1	115	- 1	116	- 1
117	- 1	118	- 1	119	- 1	120	- 1
121	- 1	122	- 1	123	- 1	124	- 1
125	- 1	126	- 1	127	- 1	128	- 1
129	- 1	130	- 1	131	- 1	132	- 1
133	- 1	134	- 1	135	- 1	136	- 1
137	- 1	138	- 1	139	- 1	140	- 1
141	- 1	142	- 1	143	- 1	144	- 1
145	- 1	146	- 1	147	- 1	148	- 1
149	- 1	150	- 1	151	- 1	152	- 1
153	- 1	154	- 1	155	- 1	156	- 1
157	- 1	158	- 1	159	- 1	160	- 1
161	- 1	162	- 1	163	- 1	164	- 1
165	- 1						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

220049

PRINTED ON 17/9/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. triSearch 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.

SP1 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

COUNCIL'S CERTIFICATE

CITY OF SYDNEY (Name of Council)
Having satisfied that the requirements of the **Strata Management Act 1999** (the Act) have been complied with, I hereby certify that the Council does not object to the commencement of the strata management plan of the following land:

Lot 2, DP 1007565

being the subject of the strata management plan of the following land:

Lot 2, DP 1007565
being the subject of the strata management plan of the following land:

Lot 2, DP 1007565
being the subject of the strata management plan of the following land:

Lot 2, DP 1007565
being the subject of the strata management plan of the following land:

Lot 2, DP 1007565
being the subject of the strata management plan of the following land:

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Lot 2, DP 1007565
being the subject of the strata management plan of the following land:

Lot 2, DP 1007565
being the subject of the strata management plan of the following land:

Lot 2, DP 1007565
being the subject of the strata management plan of the following land:

SURVEYOR'S CERTIFICATE

ANDREW P. MASON
of **FRANK M. MASON & CO. PTY LTD**
DX 3511 MILSON'S POINT

I, **ANDREW P. MASON**, being duly sworn, do hereby certify that:

(1) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(2) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(3) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(4) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(5) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(6) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(7) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(8) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(9) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(10) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(11) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(12) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(13) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(14) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(15) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(16) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(17) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(18) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(19) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(20) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(21) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(22) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(23) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(24) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(25) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(26) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(27) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

(28) the strata management plan of the following land is a strata management plan within the meaning of the Strata Management Act 1999;

PLAN OF SUBDIVISION OF LOT 2 IN DP 1007565

L.G.A. CITY OF SYDNEY Suburb/Locality : WOOLLOOMMOOLOO

Parish : ALEXANDRIA County : CUMBERLAND

Reduction Ratio 1: Lengths are in metres

Name of, and *address for service of notices on, the owners corporation

*Address required on original strata plan only.

THE OWNERS
STRATA PLAN No 61770
6 CUMPER WHARF ROADWAY
WOOLLOOMMOOLOO NSW 2011

Registered : 19.1.2000

CA: SEE CERTIFICATE

Purpose : STRATA PLAN

Ref. Map : (1) # SHEET 4

Last Plan : DP1007565

SEE SHEET 2 FOR LOCATION PLAN

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

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Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

SP61770

Registered : 19.1.2000

CA: SEE CERTIFICATE

Purpose : STRATA PLAN

Ref. Map : (1) # SHEET 4

Last Plan : DP1007565

SEE SHEET 2 FOR LOCATION PLAN

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

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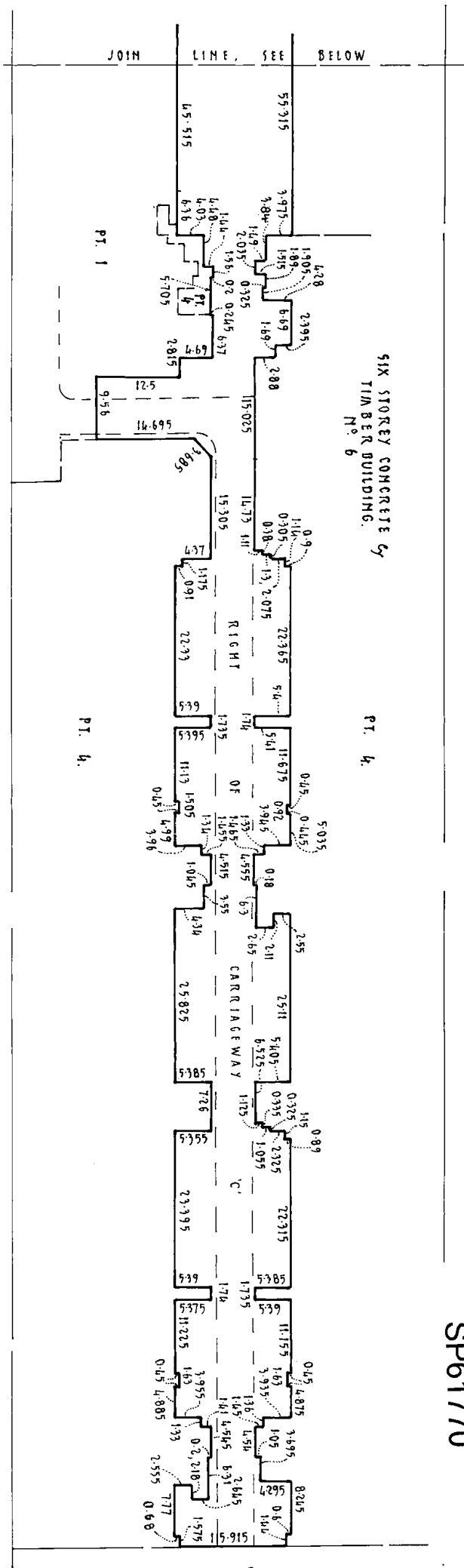
Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

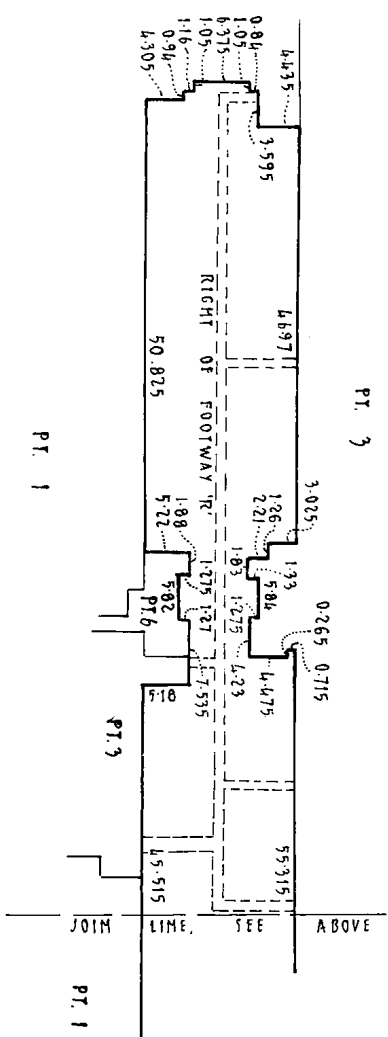
Plan Drawing only to appear in this space

Plan Drawing only to appear in this space



SP61770

***OFFICE USE ONLY**



LOCATION PLAN

Reduction Ratio 1 : 600

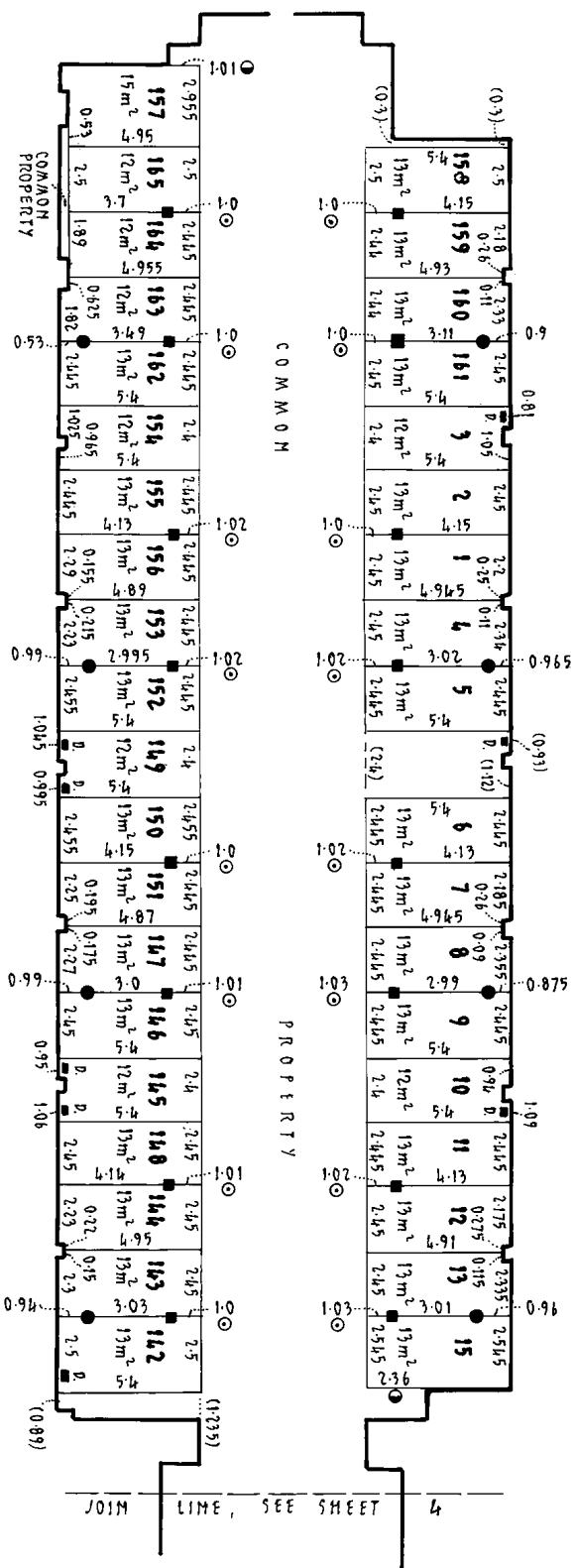
Lengths are in metres



Andrew Johnson
Registered Surveyor

—Council Clerk—Authorized Person

SP61770



SCHEDULE OF UNIT ENTITLEMENT

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

NOTES: - DEMOTES BOUNDARY IS TO CENTRELINE OF COLUMN.

" " " PIPE

" " " PROLONGATION OF CENTRELINE OF COLUMN

" " " PROLONGATION OF LINE OF WALL

" " " VENTILATION DUCT, COMMON PROPERTY.

" " " PLASTERBOARD CLAD COLUMN, COMMON PROPERTY

AREAS ARE APPROXIMATE & FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.

Reduction Ratio 1:200

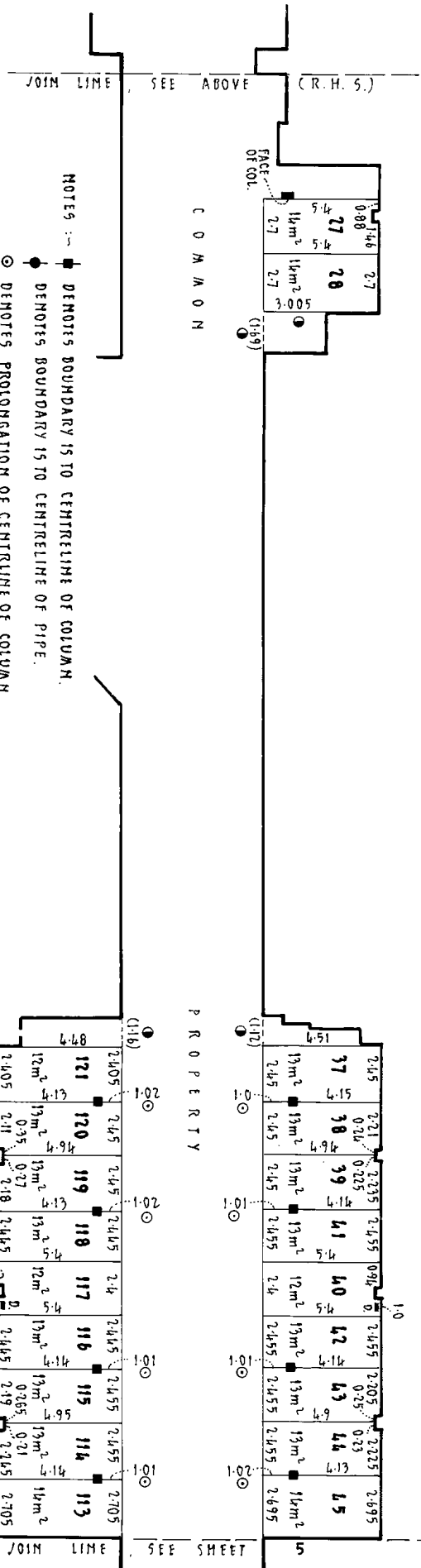
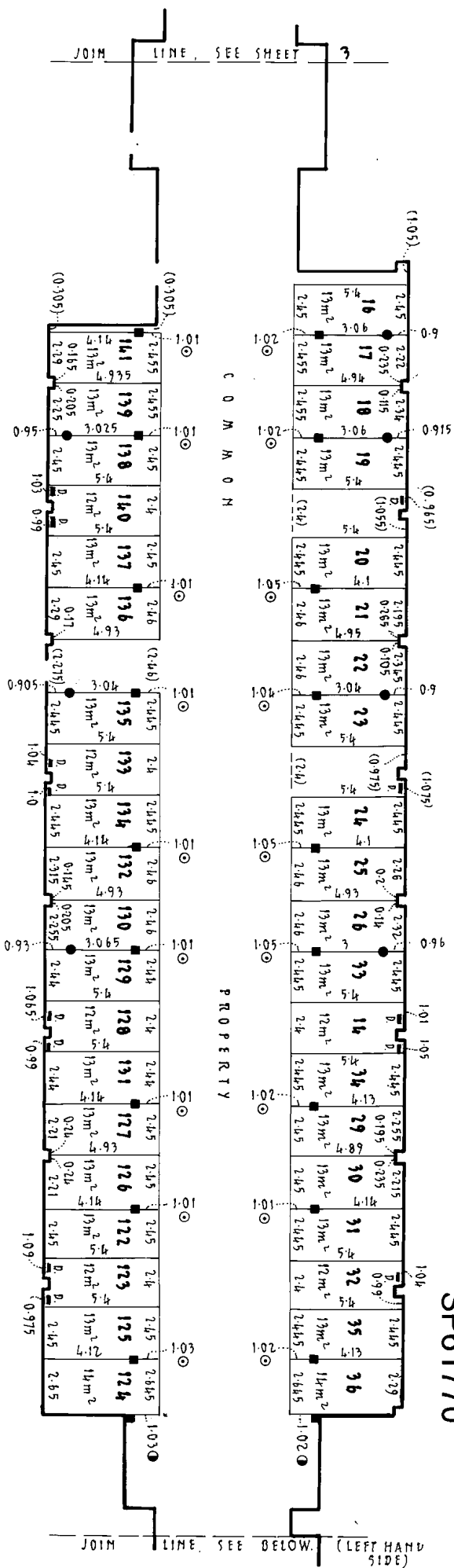
Lengths are in metres

Surveyor registered under Surveyors Act 1929

General Manager/Authorised person

SURVEYOR'S REFERENCE: 28775-5,P.2

SP61770



NOTES :-

- DENOTES BOUNDARY IS TO CENTRELINE OF COLUMN.
- DENOTES BOUNDARY IS TO CENTRELINE OF PIPE.
- ⊙ DENOTES PROLONGATION OF CENTRELINE OF COLUMN.
- DENOTES PROLONGATION OF FACE OF WALL.
- DENOTES VENTILATION DUCT, COMMON PROPERTY.
- ▬ DENOTES PLASTERBOARD CLAD COLUMN, COMMON PROPERTY.

AREAS ARE APPROXIMATE & FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY

Reduction Ratio 1:200

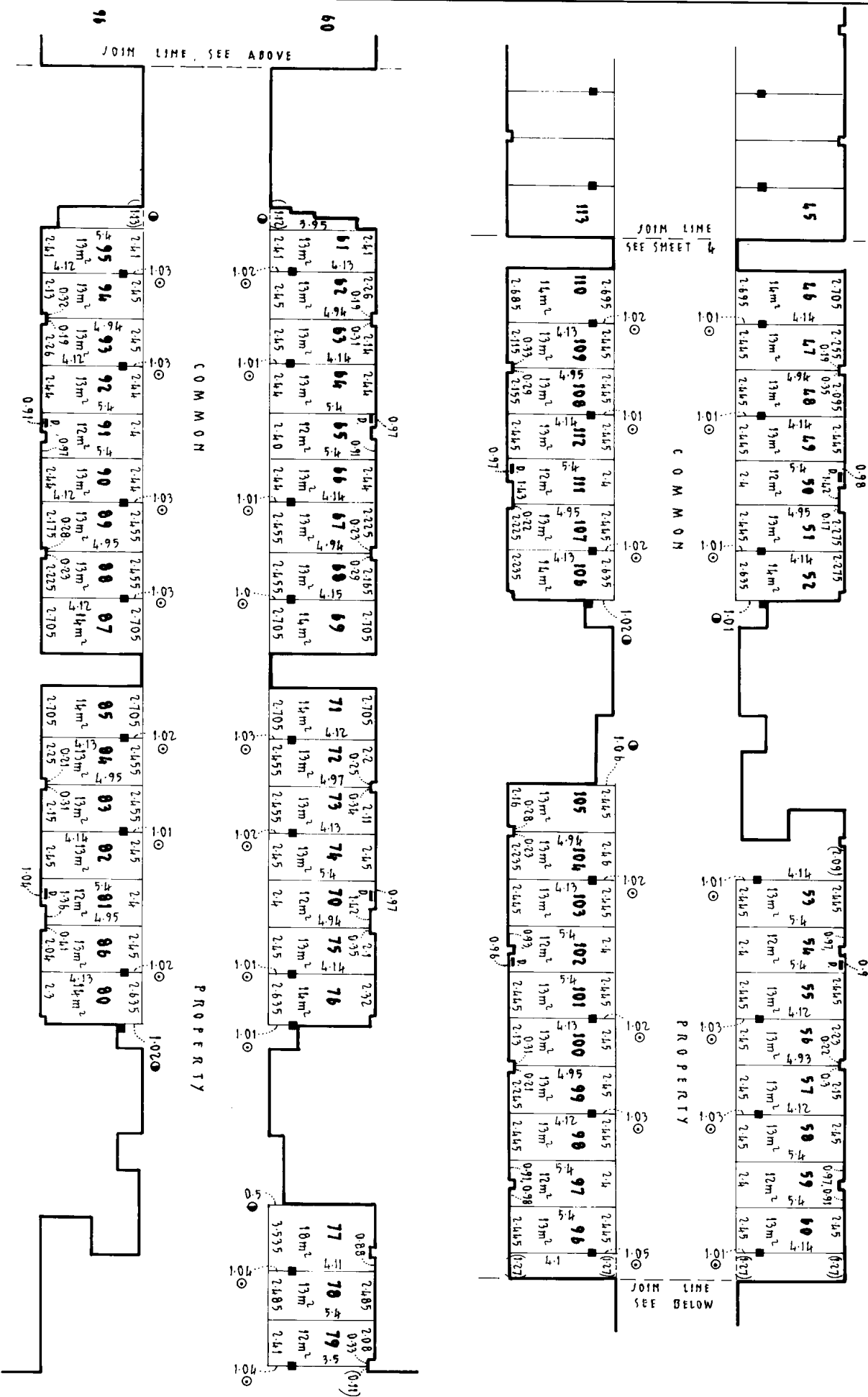
Lengths are in metres

Surveyor registered under Surveyors Act 1929

General Manager/Authorized person

SURVEYOR'S REFERENCE: 20775 5.P.2

SP61770



NOTES: — DENOTES BOUNDARY IS TO CENTRELINE OF COLUMN.
○ DENOTES PROLONGATION OF CENTRELINE OF COLUMN.
○ DENOTES PROLONGATION OF FACE OF WALL
■ DENOTES VENTILATION DUCT, COMMON PROPERTY.

— DENOTES PLASTERBOARD CLAD COLUMN, COMMON PROPERTY.

AREAS ARE APPROXIMATE & FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.

Reduction Ratio 1:200

Lengths are in metres

Surveyor registered under Surveyors Act 1929

General Manager/Authorised person





FOLIO: 4/1007565

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/9/2021	10:31 AM	2	1/3/2021

LAND

LOT 4 IN DEPOSITED PLAN 1007565
AT WOOLLOOMOOLOO
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST JAMES COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1007565

FIRST SCHEDULE

TRANSPORT FOR NSW (RP AQ542316)

SECOND SCHEDULE (27 NOTIFICATIONS)

- 1 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1007565
- 2 LAND EXCLUDES MINERALS - SEE VOL 5018 FOL 1
- 3 DP1007565 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 4 DP1007565 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1007565 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 6 DP1007565 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1007565 RIGHT OF FOOTWAY (D) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1007565 RIGHT OF FOOTWAY (E) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1007565 RIGHT OF FOOTWAY (E) VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1007565 RIGHT OF FOOTWAY (G) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1007565 EASEMENT FOR PASSIVE RECREATION (H) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 DP1007565 RIGHT OF FOOTWAY (I) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1007565 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 14 DP1007565 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1007565 EASEMENT FOR ACCESS (J) APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

FOLIO: 4/1007565

PAGE 2

SECOND SCHEDULE (27 NOTIFICATIONS) (CONTINUED)

- 16 DP1007565 EASEMENT FOR VENTILATION PLANT AND EQUIPMENT (K)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 17 DP1007565 EASEMENT FOR ACCESS TO PLANT AND STRUCTURES (L)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 18 DP1007565 EASEMENT FOR USE OF LIFTS (M) APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 19 DP1007565 EASEMENT FOR USE OF LIFTS (O) AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 20 DP1007565 EASEMENT FOR USE OF LIFTS (P) AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 21 DP1007565 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (20) IN THE S.88B INSTRUMENT
- 22 DP1007565 RIGHT OF FOOTWAY (Q) VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 23 DP1007565 EASEMENT FOR HOT WATER PLANT (S) APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 24 DP1007565 ACCESS TO PLANT AND STRUCTURES (T) APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 25 SP61618 LEASES 6489619 TO 6489831 INCL ARE DEEMED
REGISTERED AFFECTING CP AND LOTS 1-212 INCL. IN
SP61618.
- 26 SP61618 LEASEHOLD ESTATES CREATED ON REGISTRATION OF
SP61618 AND LEASES 6489619 TO 6489831 INCL. LEASEHOLD
TITLES HAVE ISSUED FOR LOTS 1 TO 212 AND COMMON
PROPERTY SP61618
- 27 SP61618 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT
STATEMENT FILED WITH SP61618
AQ256263 AMENDMENT TO STRATA MANAGEMENT STATEMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

220049

PRINTED ON 21/9/2021

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FOLIO: 2/1007565

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/9/2021	11:22 AM	2	1/3/2021

LAND

LOT 2 IN DEPOSITED PLAN 1007565
AT WOOLLOOMOOLOO
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST JAMES COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1007565

FIRST SCHEDULE

TRANSPORT FOR NSW (RP AQ542316)

SECOND SCHEDULE (23 NOTIFICATIONS)

- 1 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1007565
- 2 LAND EXCLUDES MINERALS - SEE VOL 5018 FOL 1
- 3 DP1007565 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 4 DP1007565 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1007565 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 6 DP1007565 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1007565 RIGHT OF CARRIAGEWAY (A) VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1007565 RIGHT OF CARRIAGEWAY (C) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1007565 RIGHT OF FOOTWAY (E) VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1007565 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 11 DP1007565 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1007565 EASEMENT FOR ACCESS (J) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1007565 EASEMENT FOR VENTILATION PLANT AND EQUIPMENT (K) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1007565 EASEMENT FOR ACCESS TO PLANT AND STRUCTURES (L) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1007565 EASEMENT FOR USE OF LIFTS (M) APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

FOLIO: 2/1007565

PAGE 2

SECOND SCHEDULE (23 NOTIFICATIONS) (CONTINUED)

- 16 DP1007565 EASEMENT FOR USE OF LIFTS (N) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 DP1007565 EASEMENT FOR USE OF LIFTS (P) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18 DP1007565 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (21) IN THE S.88B INSTRUMENT
- 19 DP1007565 RIGHT OF FOOTWAY (Q) VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 20 DP1007565 RIGHT OF FOOTWAY (R) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 21 SP61770 LEASE NO. 6490042 TO 6490207 INCL. ARE DEEMED REGISTERED AFFECTING CP AND LOTS 1-165 INCL. IN SP61770
- 22 SP61770 LEASEHOLD ESTATES CREATED ON REGISTRATION OF SP61770 AND LEASES 6490042 TO 6490207 INCL. LEASEHOLD TITLES HAVE ISSUED FOR LOTS 1 TO 165 AND COMMON PROPERTY IN SP61770
- 23 SP61618 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP61618
- AQ256263 AMENDMENT TO STRATA MANAGEMENT STATEMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

220049

PRINTED ON 21/9/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. triSearch 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.

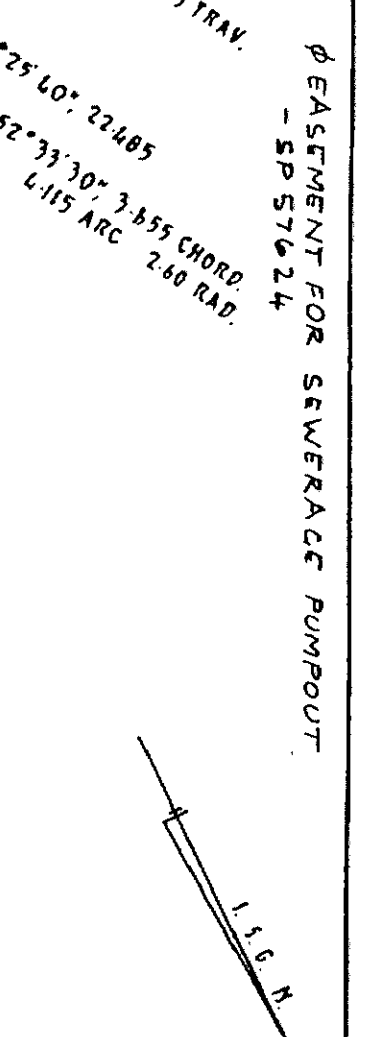
SIGNATURES AND SEALS ONLY

SIGNED BY ME - *[Signature]*
AS DELEGATE OF THE MARINE MINISTERIAL HOLDING CORPORATION AND I CERTIFY THAT I HAVE NO NOTICE AS TO REVOCATION OF SUCH DELEGATION.

[Signature]

SURVEYORS (PRACTICE) REGULATION 1996, CLAUSE 32 (2)			
MARK	FAITHING	NORTHING	TONE ACC
P.M. 36226	320 556 - 004	1230 870 - 641	561 2
P.M. 36222	320 180 - 121	1230 903 - 126	561 2
P.M. 10222	319 388 - 731	1232 745 - 187	561 2
P.M. 10118	317 019 - 294	1236 317 - 050	561 2
SOURCE - S.C.I.M.S. 184-97, LINE SCALE FACTOR 0.99994			

ORIGIN OF LEVELS	
P.M. 2672	R.L. 1.953 A.H.D.
5 P.M. 36226	R.L. 21.868 A.H.D.
(SOURCE - S.C.I.M.S. 19-2-97)	



Registered: *[Stamp]* 11-1-2000

CA: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: PARISH # 1412 # 1414 #

Last Plan: DP 87922.3

PLAN: OF SUBDIVISION OF LOT 3, 4 & 5 D.P. 879223 & PART OF THE LAND COMPRISED IN C.T. VOL. 5018 FOL. 1.

Lengths are in metres. Reduction Ratio 1:1500

LGA: CITY OF SYDNEY

Locality: WOODLOOMWOOD

Parish: ALEXANDRIA (L.F. SH 4)

County: CUMBERLAND

This is sheet 1 of my plan in 7 sheets. (Delete if inapplicable)

Surveyor (Practice) Regulation 1996

I, ANDREW P. MAISON, of FRANK W. MAISON & CO. PTY. LTD., a company registered under the Surveyors Act, 1928, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 25/11/2003.

The survey relates to:

(Where specified the land actually surveyed or specified any land shown in the plan that is not the subject of the survey)

Datum line: A - B

Zone: South Australian

(Signature) *[Signature]*

Surveyor registered under the Surveyors Act, 1929

Plans used in preparation of survey/compilation D.P. 87922.3

Crown Lands Office Approval

PLAN APPROVED: *[Signature]* Authorized Officer

Land District: *[Blank]*

Report No.: *[Blank]*

Field Book: *[Blank]*

Subdivision Certificate

I certify that the provisions of s. 108A of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed Subdivision.

(Insert subdivision name, if any)

Authorized Person (Name, Address, Telephone, Email)

Consent Authority: Minister for Urban Affairs & Planning

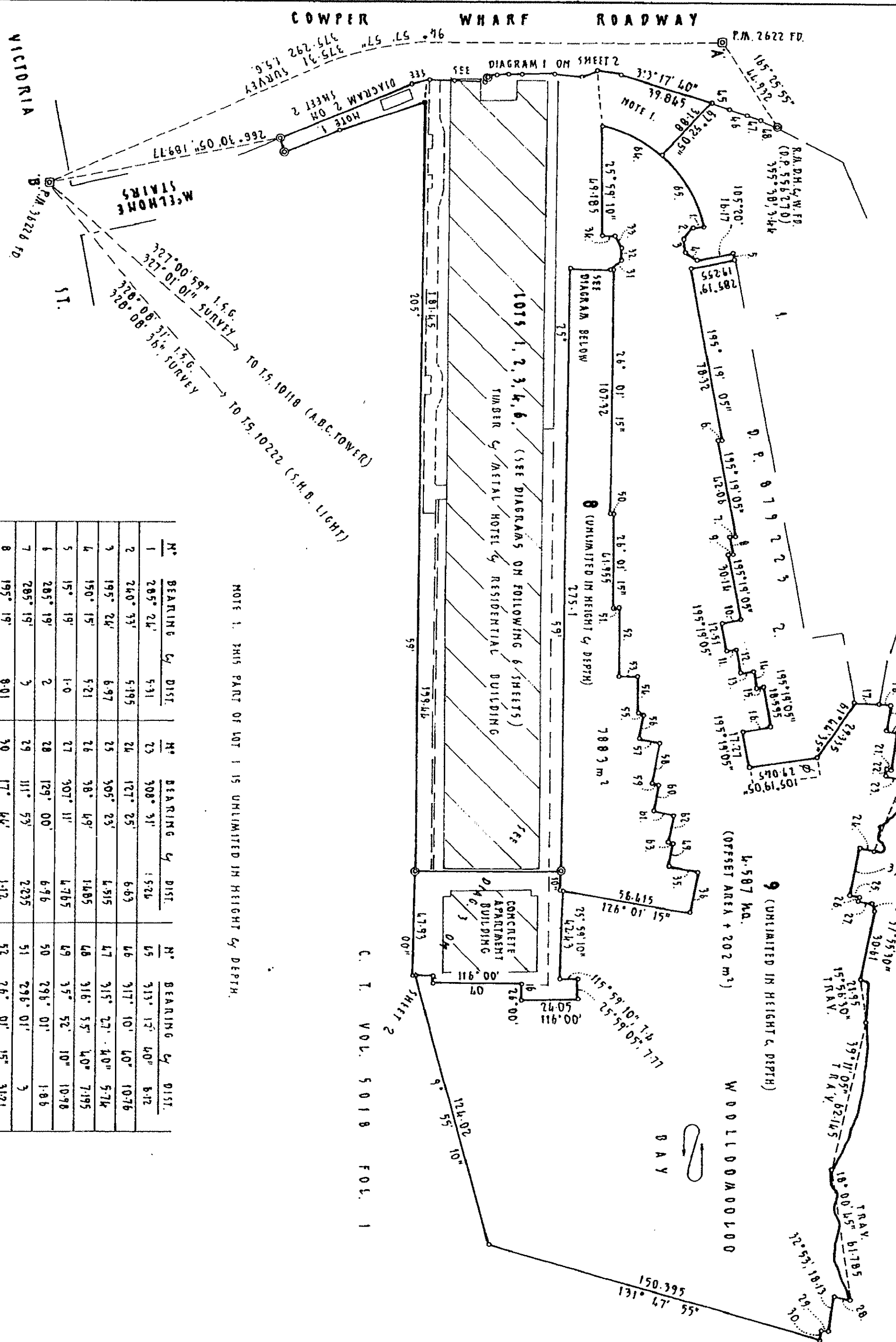
Date of endorsement: 24/12/1999

Accreditation No.: 01-01-99

File No.: S99/35282/1

When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

*Delete whichever is inapplicable



NOTE 1. THIS PART OF LOT 1 IS UNLIMITED IN HEIGHT & DEPTH.	
N°	BEARING & DIST.
1	265° 24' 531
2	260° 33' 5195
3	195° 24' 697
4	150° 15' 521
5	15° 19' 1-0
6	265° 19' 2
7	265° 19' 3
8	195° 19' 8-01
9	265° 19' 2
10	265° 19' 8
11	105° 19' 4
12	195° 19' 10-51
13	105° 19' 6
14	195° 19' 7-9
15	105° 19' 3
16	265° 19' 12-35
17	118° 19' 30° 10-42
18	297° 05' 30° 5-76
19	35° 50' 30° 10-805
20	297° 10' 4-215
21	129° 59' 0-12
22	26° 15' 1-075
N°	BEARING & DIST.
23	308° 31' 1-526
24	127° 25' 6-3
25	305° 23' 4-515
26	38° 49' 1-485
27	307° 11' 4-765
28	129° 00' 6-96
29	111° 57' 2-235
30	17° 44' 1-12
31	70° 59' 5-545
32	25° 59' 7-05
33	160° 59' 5-54
34	115° 59' 5-16
35	306° 01' 15" 12-82
36	35° 52' 10" 16-66
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Andrew Watson

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 3 sheets
covered by subdivision certificate No. 01-01-00
of

Hand over

Authorised Person/Candidate/Member/Inspector/Gentile

For use where space is insufficient in any panel on Plan Form 2.

CONTINUED:-

- | | | |
|-----|---|-----|
| 19. | EASEMENT FOR ACCESS TO PLANT STRUCTURES 'L' | 5. |
| 20. | EASEMENT FOR USE OF LIFTS 'M' | 6. |
| 21. | " " " " 'N' | 7. |
| 22. | " " " " 'O' | 8. |
| 23. | " " " " 'P' | 9. |
| 24. | RESTRICTION ON USE. | 10. |
| 25. | RESTRICTION ON USE. | 11. |
| 26. | RIGHT OF FOOTWAY 'Q' | 12. |
| 27. | RIGHT OF FOOTWAY 'R' | 13. |
| 28. | EASEMENT FOR HOT WATER PLANT 'S' | 14. |
| 29. | ACCESS TO PLANT & STRUCTURES 'T' | 15. |

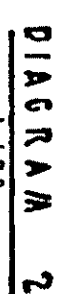
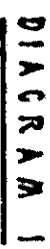
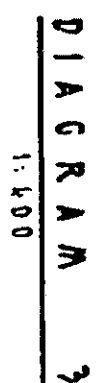
TO RELEASE :-

1. RIGHT OF CARRIAGEWAY 3 WIDE.
2. EASEMENT FOR SERVICES 3 WIDE

Reduction Ratio 1:

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE:



DP1007565

Registered: 11-1-2000

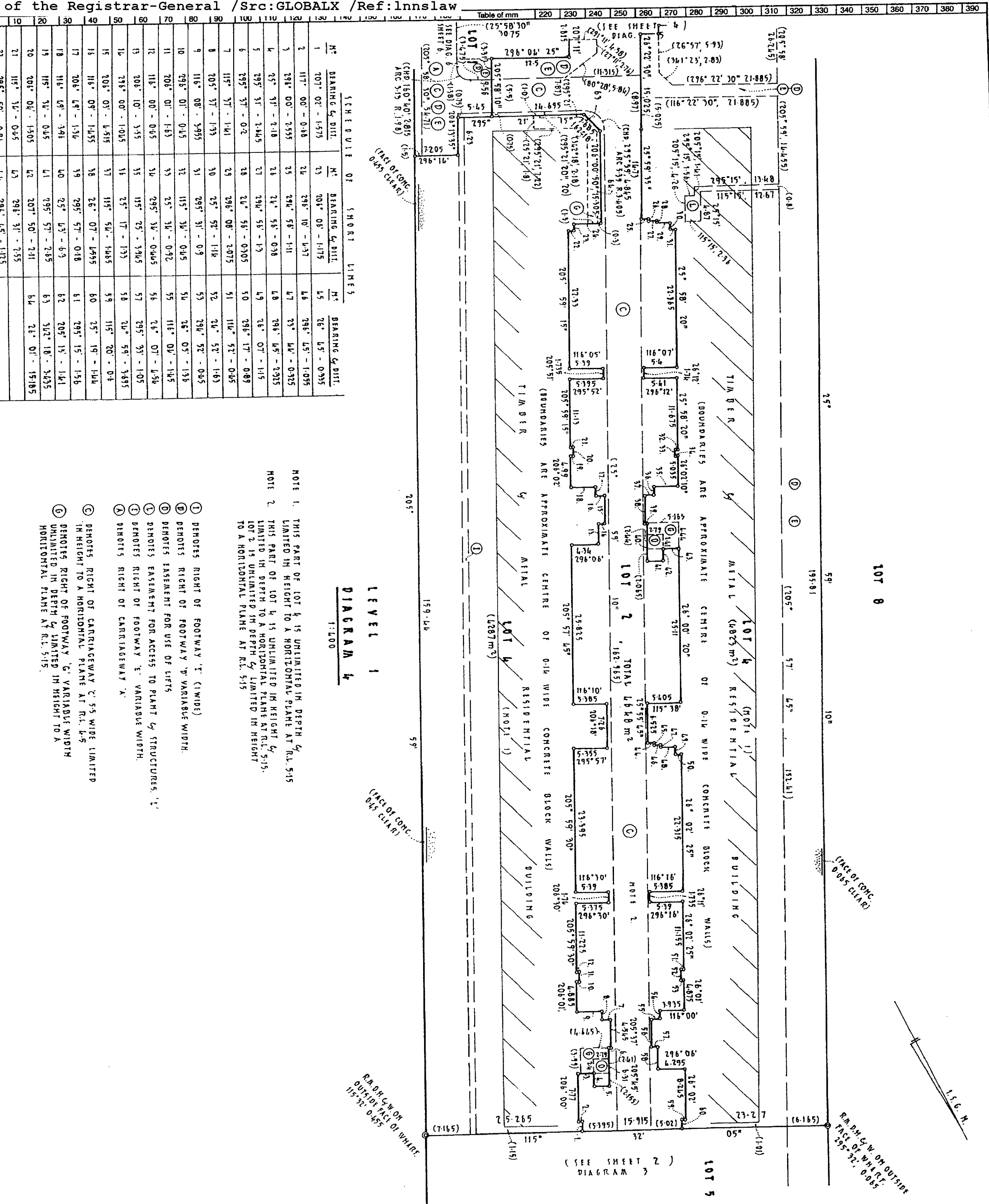
This is sheet 3 of my plan in 7 sheets
dated 20/12/1995

Andrews & Watson

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 7 sheets
of covered by subdivision certificate No. CL-10-49
of

Authorised Person/General Practitioner/Professional Officer
For use where space is insufficient in any panel on Plan
Form 2.



DP1007565

Registered: 11-1-2000

This is sheet 4 of my plan in 7 sheets dated 20/11/2000

Indusimex

Surveyor registered under Surveyors Act 1929

This is sheet 4 of the plan of 7 sheets of covered by subdivision certificate No. 11-1-2000

For use where space is insufficient in any panel on Plan Form 2

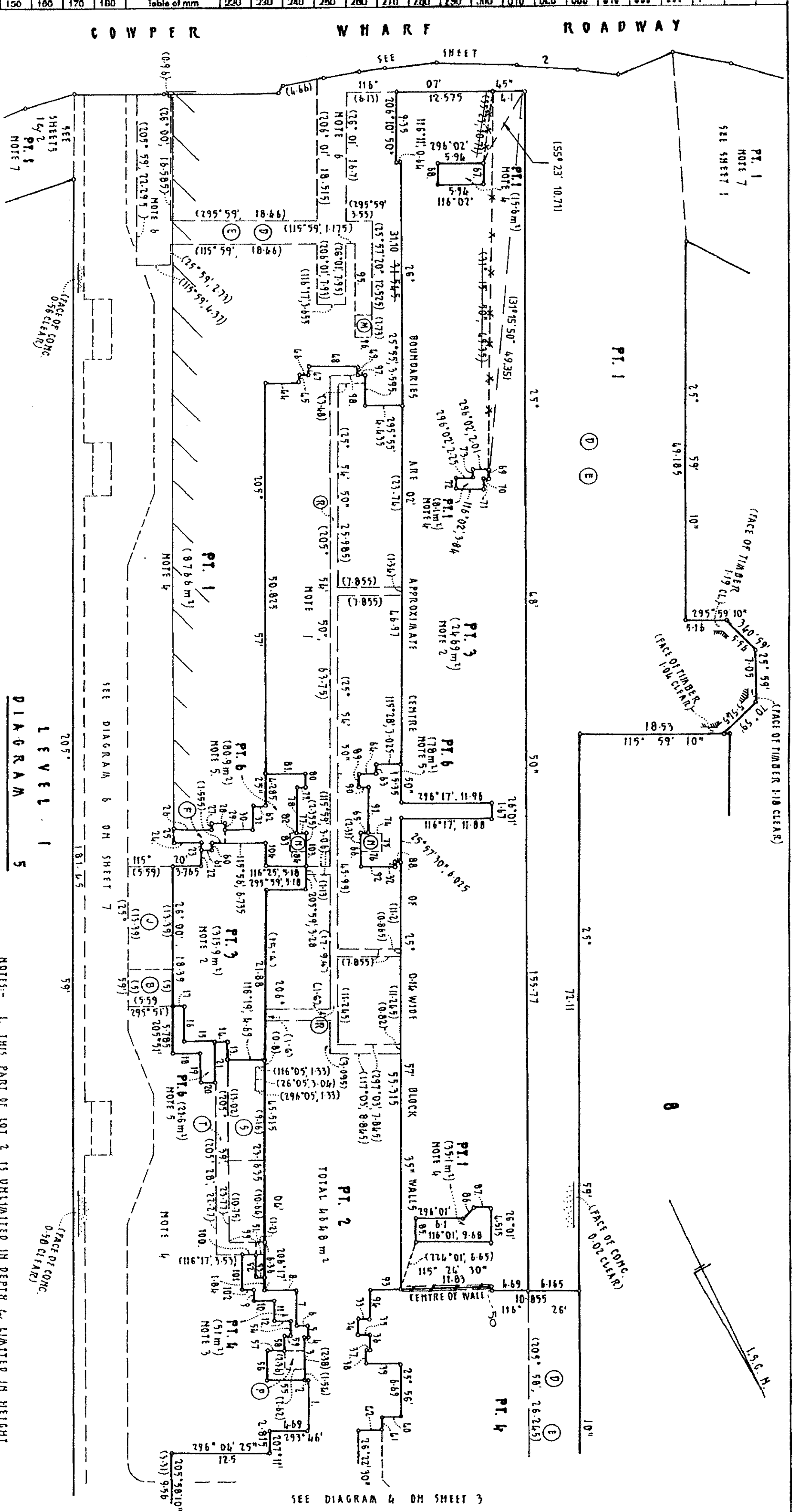


DIAGRAM 5

SCHEDULE OF SHORT LINES

N°	BEARING & DIST.	N°	BEARING & DIST.	N°	BEARING & DIST.	N°	BEARING & DIST.
1	206° 03' 6.37	23	205° 53' 0.9	43	205° 33' 0.74	63	26° 01' 2.63
2	115° 02' 0.245	24	115° 53' 3.555	44	295° 59' 1.15	64	204° 02' 2.63
3	207° 20' 5.705	25	205° 40' 1.685	45	205° 59' 1.05	65	26° 02' 1.12
4	296° 02' 0.2	26	295° 56' 1.845	46	295° 59' 6.375	66	26° 02' 0.42
5	205° 53' 1.54	27	205° 53' 0.74	47	25° 59' 1.05	67	26° 02' 1.32
6	115° 06' 1.44	28	295° 46' 1.44	48	206° 02' 0.115	68	26° 02' 1.53
7	205° 57' 4.48	29	26° 02' 0.9	49	116° 17' 1.2	69	206° 02' 1.11
8	116° 22' 4.09	30	296° 02' 3.445	50	26° 17' 2.9	70	296° 38' 1.575
9	25° 24' 1.91	31	206° 07' 3.115	51	296° 17' 1.2	71	25° 01' 2.425
10	295° 24' 2.524	32	205° 24' 0.335	52	205° 22' 1.945	72	117° 03' 2.49
11	26° 37' 2.485	33	116° 28' 1.49	53	116° 02' 5.12	73	295° 54' 3.375
12	295° 22' 2.08	34	26° 56' 2.035	54	205° 22' 3.895	74	206° 10' 5.82
13	205° 55' 2.33	35	296° 30' 1.515	55	295° 22' 2.55	75	296° 10' 1.275
14	115° 49' 1.635	36	25° 32' 1.89	56	205° 22' 2.0	76	206° 10' 1.88
15	115° 49' 3.985	37	115° 32' 0.325	57	295° 22' 0.83	77	102° 295° 24' 1.88
16	205° 51' 4.42	38	26° 17' 1.905	58	25° 58' 0.9	78	103° 205° 54' 4.235
17	115° 51' 1.5	39	296° 06' 0.28	59	116° 06' 1.35	79	104° 205° 44' 9.07
18	297° 22' 3.805	40	116° 13' 2.395	60	295° 53' 1.53	80	296° 25' 2.17
19	26° 39' 3.85	41	26° 44' 1.49	61	25° 28' 1.26	81	206° 01' 3.24
20	295° 45' 1.84	42	115° 20' 2.88	62	115° 28' 2.21	82	251° 01' 1.8
21	206° 15' 5.31	43	295° 55' 1.53	63	114° 38' 1.235	83	296° 01' 2.305
22	25° 55' 2.18	44	295° 59' 4.305	64	26° 00' 4.23	84	295° 59' 0.715

NOTES:-

1. THIS PART OF LOT 2 IS UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT R.L. 5.15
2. THIS PART OF LOT 3 IS UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT R.L. 5.15
3. THIS PART OF LOT 4 IS UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT R.L. 5.15
4. THIS PART OF LOT 5 IS UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT R.L. 5.15
5. THIS PART OF LOT 6 IS UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT R.L. 5.15
6. RIGHT OF FOOTWAY (A) ARE UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT R.L. 5.15
7. THIS PART OF LOT 1 IS UNLIMITED IN HEIGHT & DEPTH.
8. EASEMENT FOR HOT WATER.
9. EASEMENT FOR ACCESS TO PLANT & STRUCTURES.
10. RIGHT OF FOOTWAY 'F'.
11. RIGHT OF CARRIAGEWAY 'X'.
12. RIGHT OF FOOTWAY 'D'.
13. RIGHT OF CARRIAGEWAY 'C'.
14. RIGHT OF FOOTWAY 'R' (WIDE) UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT R.L. 4.5
15. EASEMENT FOR LIFT 'H'.
16. EASEMENT FOR ACCESS 'J'.
17. RIGHT OF CARRIAGEWAY 'B'.
18. EASEMENT FOR USE OF LIFTS 'P'.
19. RIGHT OF FOOTWAY 'E'.
20. EASEMENT FOR USE OF LIFTS 'W' UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT R.L. 7.80.

Plan Drawing only to appear in this space

SUPERVISOR'S REFERENCE: 2 8 7 5

Registered: 11-1-2000

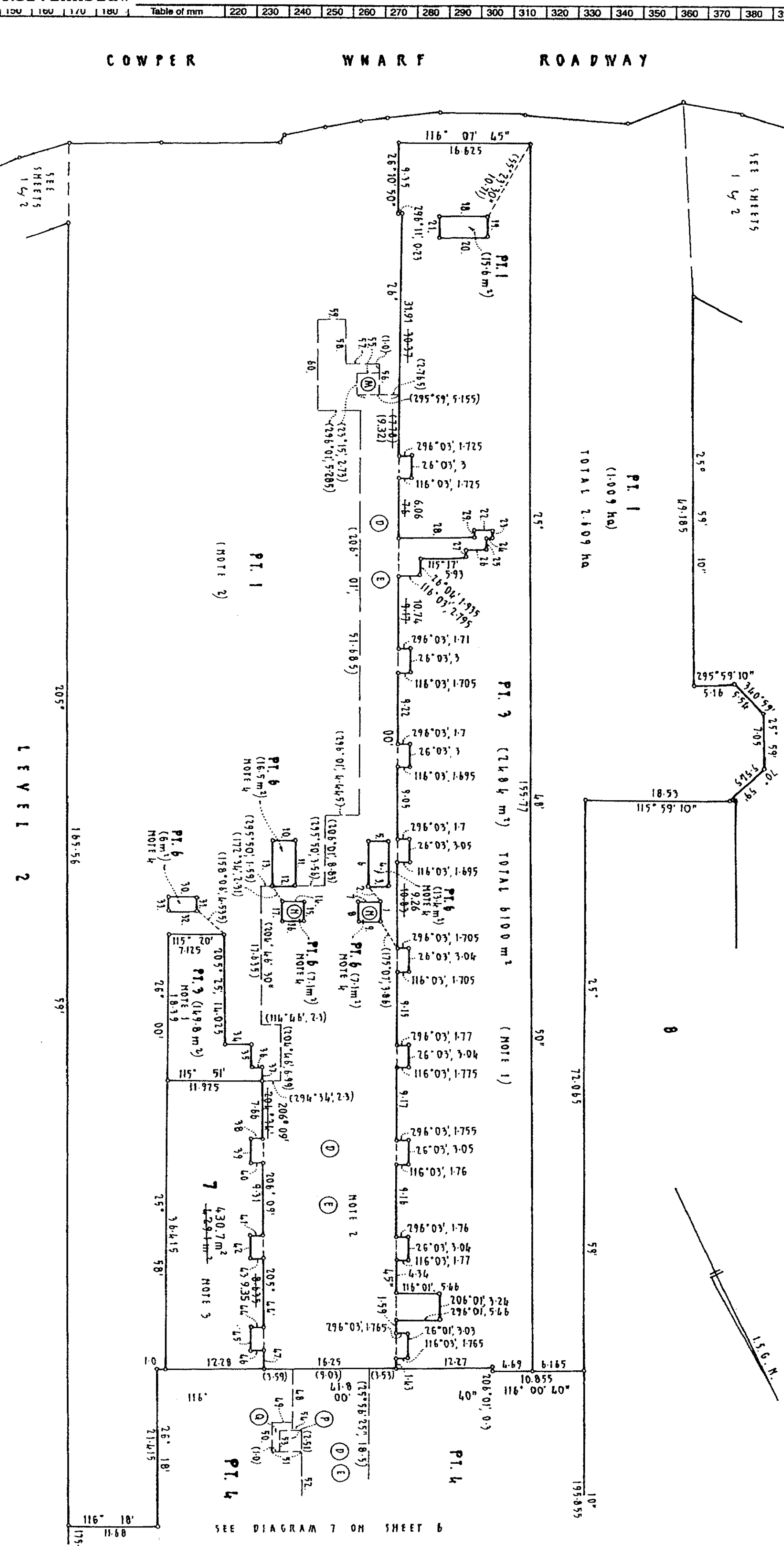
This is sheet 5 of my plan in 7 sheets
dated 20/12/99

Andreas Hansen

Surveyor registered under Surveyors Act 1928

This is sheet 5 of the plan of 7 sheets of covered by subdivision certificate No. D1 - D1 - 49 of

Authorized Person: John H. Adams / Accredited Dentist



SCHEDULE OF SHORT LINES					
N ^o	BEARING & DIST.	N ^o	BEARING & DIST.	N ^o	BEARING & DIST.
1	205° 34' - 2.58	22	295° 02' - 2.01	43	114° 41' - 1.63
2	173° 12' - 2.92	23	76° 02' - 1.12	44	295° 44' - 1.63
3	286° 02' - 2.59	24	116° 02' - 0.42	45	205° 44' - 2.87
4	206° 02' - 5.2	25	26° 02' - 1.52	46	115° 44' - 1.63
5	116° 02' - 2.59	26	116° 02' - 2.76	47	205° 44' - 2.87
6	26° 02' - 5.2	27	26° 02' - 4.108	48	25° 35' - 6.6
7	113° 30' - 2.76	28	296° 02' - 9.9	49	116° 27' - 2.635
8	25° 34' - 2.58	29	206° 02' - 1.11	50	205° 12' - 3.595
9	233° 30' - 2.76	30	295° 56' - 3.57	51	295° 09' - 3.73
10	295° 50' - 2.87	31	25° 53' - 1.60	52	205° 22' - 6.42
11	26° 12' - 5.75	32	115° 53' - 3.55	53	25° 12' - 2.275
12	295° 50' - 2.85	33	205° 40' - 1.605	54	116° 27' - 2.775
13	206° 12' - 5.75	34	115° 45' - 3.38	55	295° 56' - 2.39
14	294° 00' - 2.795	35	205° 45' - 2.90	56	23° 15' - 2.73
15	26° 42' - 2.57	36	115° 45' - 4.24.156	57	115° 59' - 3.395
16	114° 00' - 2.795	37	26° 42' 09.45' - 1.54	58	206° 50' - 5.50
17	206° 42' - 2.57	38	382206° 44' 09.42' - 1.63	59	116° 17' - 3.655
18	296° 02' - 5.94	39	382206° 44' 09.42' - 2.84	60	26° 00' - 11.275
19	26° 01' - 2.63	40	40116° 44' 03.32' - 1.63		
20	116° 02' - 5.94	41	294° 41' - 1.63		
21	206° 02' - 2.63	42	204° 41' - 2.95		

LEVEL 2
DIAGRAM 9

NOTES

1. THIS PART OF LOT 3 IS LIMITED IN HEIGHT BY DEPTH BETWEEN HORIZONTAL PLANES AT R.L.S 515 & 7-80
2. THIS PART OF LOT 1 IS LIMITED IN HEIGHT BY DEPTH BETWEEN HORIZONTAL PLANES AT R.L.S 515 & 7-80
3. LOT 7 IS LIMITED IN HEIGHT BY DEPTH BETWEEN HORIZONTAL PLANES AT R.L.S 515 & 7-80
4. THIS PART OF LOT 6 IS LIMITED IN HEIGHT BY DEPTH BETWEEN HORIZONTAL PLANES AT R.L.S 515 & 7-80
5. DEMOTES EASEMENT FOR USE OF LIFT 'P'
6. RIGHT OF FOOTWAY 'Q'
7. EASEMENT FOR USE OF LIFT 'M'
8. RIGHT OF FOOTWAY 'D'
9. RIGHT OF FOOTWAY 'E'
10. EASEMENT FOR LIFT 'N'

Reduction Ratio 1: 1000

SURVEYOR'S REFERENCE: 28775

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1007565

Registered 11-1-2000

This is sheet 6 of my plan in 7 sheets dated 20/12/2004

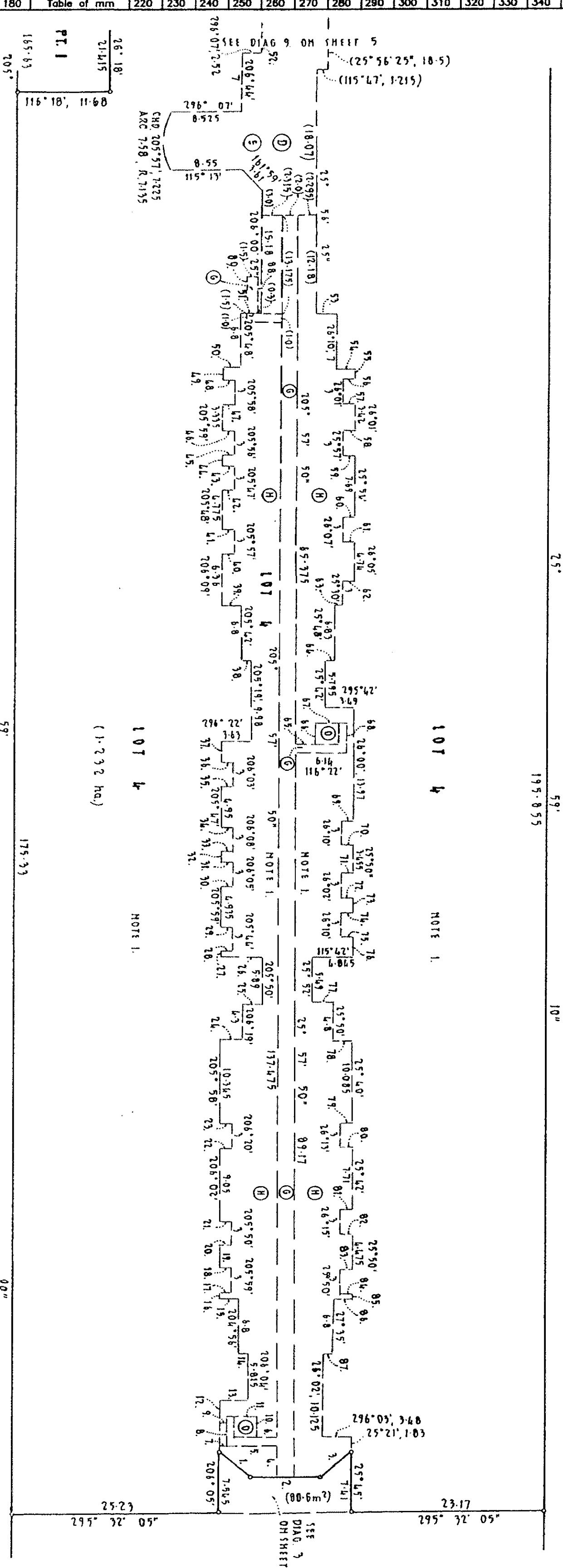
Arduus herson

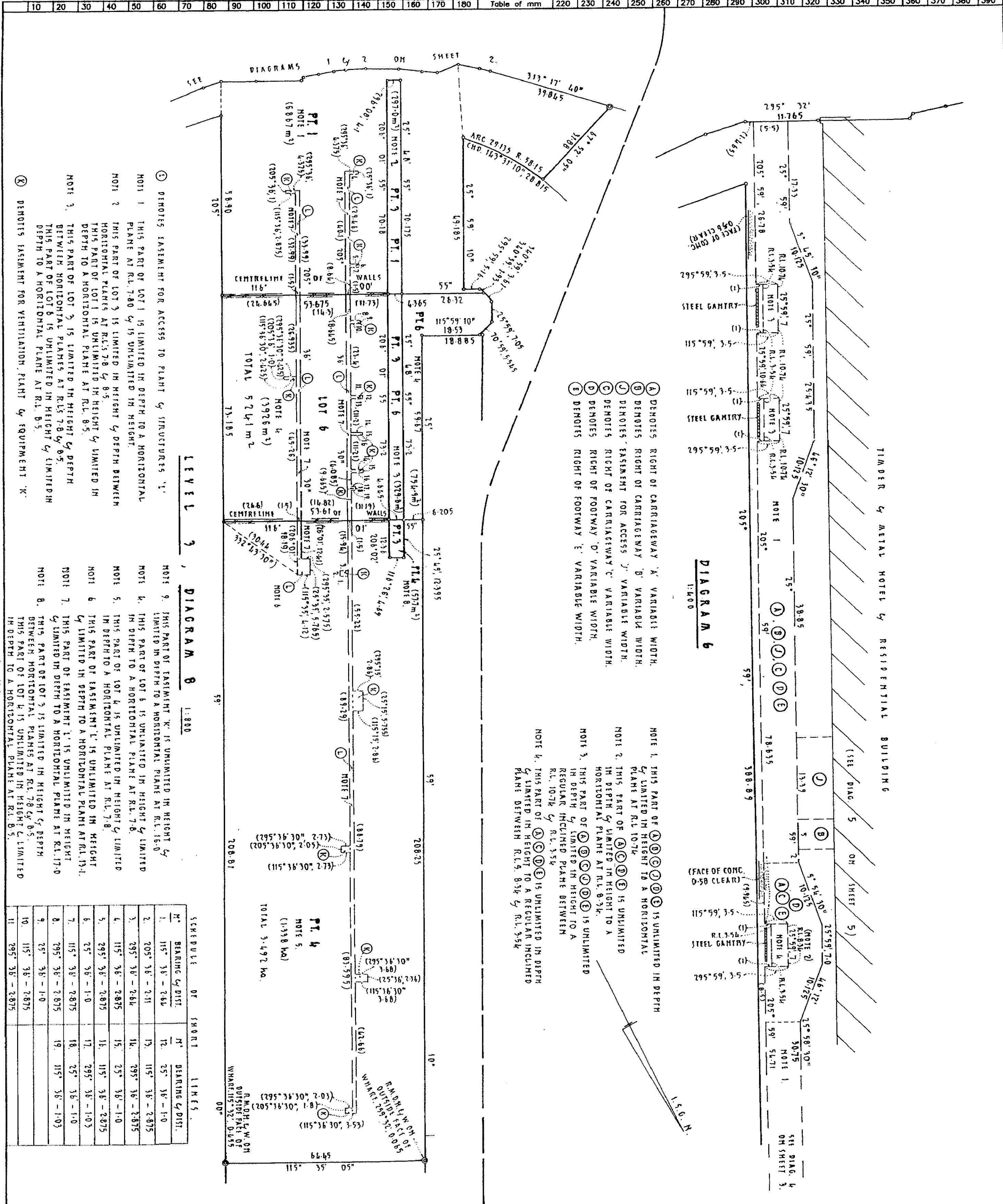
Surveyor registered under Surveyors Act 1929

This is sheet 6 of the plan of 7 sheets covered by my Certificate No. C-1-C-42 of

Arduus herson

For use where space is insufficient in any panel on Plan Form 2





DP1007565

Registered 11-1-2000
This is sheet 7 of my plan in 7 sheets
dated 20/1/99

Andrews

Surveyor registered under Surveyors Act 1929

This is sheet 7 of the plan of 7 sheets covered by my Certificate No. 11-1-2000

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1:

SURVEYORS REFERENCE: 28775

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 1 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

PART 1

**Full Name and address of Proprietors
of the land:**

**Marine Ministerial Holding Corporation
Level 11
207 Kent Street
Sydney NSW 2000**

**1 Identity of easement, covenant or
restriction numbered one in the
Plan:**

Easement for Support and Shelter

Schedule of Lots, etc. affected

Lots Burdened

Lots Benefited

Each lot

Every other lot

**2 Identity of easement, covenant or
restriction numbered two in the
Plan:**

Easement for Services

Schedule of Lots, etc. affected

Lots Burdened

Lots Benefited

Each lot

Every other lot

**3 Identity of easement, covenant or
restriction numbered three in the
Plan:**

Right of Carriageway "A"

Schedule of Lots, etc. affected

Lots Burdened

Lots Benefited

1

2

.....
Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 2 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

4	Identity of easement, covenant or restriction numbered four in the Plan:	Right of Carriageway "B"
Schedule of Lots, etc. affected		
	Lots Burdened	Lots Benefited
	1	3
5	Identity of easement, covenant or restriction numbered five in the Plan:	Right of Carriageway "C"
Schedule of Lots, etc. affected		
	Lots Burdened	Lots Benefited
	1 & 2	5
6	Identity of easement, covenant or restriction numbered six in the Plan:	Right of Footway "D" variable width
Schedule of Lots, etc. affected		
	Lots Burdened	Lots or Authority Benefited
	1, 4 and 5	Council of the City of Sydney
7	Identity of easement, covenant or restriction numbered seven in the Plan:	Right of Footway "E" variable width
Schedule of Lots, etc. affected		
	Lots Burdened	Lots or Authority Benefited
	1	2, 3, 4, 5, 6, 7 and 8
	4	1, 2, 3, 5, 6, 7 and 8
	5	1, 2, 3, 4, 6, 7 and 8

.....
Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 3 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

8	Identity of easement, covenant or restriction numbered eight in the Plan:	Right of Footway "F" variable width
Schedule of Lots, etc. affected		
	Lots Burdened	Lots or Authority Benefited
	6	1
9	Identity of easement, covenant or restriction numbered nine in the Plan:	Right of Footway "G" variable width
Schedule of Lots, etc. affected		
	Lots Burdened	Lots Benefited
	4	5 and 6
10	Identity of easement, covenant or restriction numbered ten in the Plan:	Easement for Passive Recreation "H"
Schedule of Lots, etc. affected		
	Lots Burdened	Lots Benefited
	4	6
11	Identity of easement, covenant or restriction numbered eleven in the Plan:	Right of Footway "T" variable width
Schedule of Lots, etc. affected		
	Lots Burdened	Lots Benefited
	4	5 and 6

.....
Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 4 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

12	Identity of easement, covenant or restriction numbered twelve in the Plan:	Easement for Emergency Egress
Schedule of Lots, etc. affected		
	Lots Burdened	Lots Benefited
	Each lot	Every other lot
		Council of the City of Sydney
13	Identity of easement, covenant or restriction numbered thirteen in the Plan:	Easement for Access "J"
Schedule of Lots, etc. affected		
	Lots Burdened	Lots Benefited
	1	2, 3, 4, 5, 6, 7 and 8
14	Identity of easement, covenant or restriction numbered fourteen in the Plan:	Easement for Ventilation Plant and Equipment "K"
Schedule of Lots, etc. affected		
	Lots Burdened	Lots Benefited
	1, 4 and 6	2
	6	1
15	Identity of easement, covenant or restriction numbered fifteen in the Plan:	Easement for Access to Plant and Structures "L"
Schedule of Lots, etc. affected		
	Lots Burdened	Lots Benefited
	1, 4 and 6	2
	4	6
	4 and 6	1

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Signature of Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919**

Lengths are in metres

Sheet 5 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

16	Identity of easement, covenant or restriction numbered sixteen in the Plan:	Easement for Use of Lifts "M"
Schedule of Lots, etc. affected		
	Lots Burdened	Lots or Authority Benefited
	1	Council of the City of Sydney 2, 3, 4, 5, 6, 7 and 8
17	Identity of easement, covenant or restriction numbered seventeen in the Plan:	Easement for Use of Lifts "N"
Schedule of Lots, etc. affected		
	Lots Burdened	Lots Benefited
	6	2
18	Identity of easement, covenant or restriction numbered eighteen in the Plan:	Easement for Use of Lifts "O"
Schedule of Lots, etc. affected		
	Lots Burdened	Lots Benefited
	4	5
19	Identity of easement, covenant or restriction numbered nineteen in the Plan:	Easement for Use of Lifts "P"
Schedule of Lots, etc. affected		
	Lots Burdened	Lots Benefited
	4	1, 2

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Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 6 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

20	Identity of easement, covenant or restriction numbered twenty in the Plan:	Restriction on Use
Schedule of Lots, etc. affected		
	Lots Burdened	Lots or Authority Benefited
	4, 5 and 6	Council of the City of Sydney
21	Identity of easement, covenant or restriction numbered twenty-one in the Plan:	Restriction on Use
Schedule of Lots, etc. affected		
	Lots Burdened	Lots or Authority Benefited
	2 and 5	Council of the City of Sydney
22	Identity of easement, covenant or restriction numbered twenty-two in the Plan:	Right of Footway "Q"
Schedule of Lots, etc. affected		
	Lots Burdened	Lots or Authority Benefited
	4	1 and 2
23	Identity of easement, covenant or restriction numbered twenty-three in the Plan:	Right of Footway "R"
Schedule of Lots, etc. affected		
	Lots Burdened	Lots or Authority Benefited
	2	3

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Signature of Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919**

Lengths are in metres

Sheet 7 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

24	Identity of easement, covenant or restriction numbered twenty-four in the Plan:	Easement for Hot Water Plant "S"
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Schedule of Lots, etc. affected

Lots Burdened

1

Lots or Authority Benefited

4 and 6

25	Identity of easement, covenant or restriction numbered twenty-five in the Plan:	Access to Plant and Structures "T"
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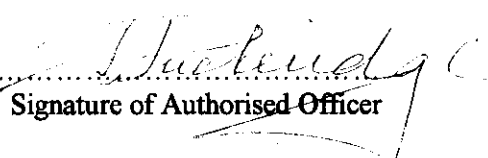
Schedule of Lots, etc. affected

Lots Burdened

1

Lots or Authority Benefited

4 and 6

.....

Signature of Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919**

Lengths are in metres

Sheet 8 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

PART 1A

- | | | |
|----------|--|--|
| 1 | Identity of easement to be released
numbered one in the Plan: | Right of Carriageway 3m wide in DP
879223 |
|----------|--|--|

Schedule of Lots, etc. affected

Lots Burdened

Lot 4 in DP 879223

Lots Benefited

Lot 3 in DP 879223

-
- | | | |
|----------|--|---|
| 2 | Identity of easement to be released
numbered two in the Plan: | Easement for Services 3m wide in DP
879223 |
|----------|--|---|

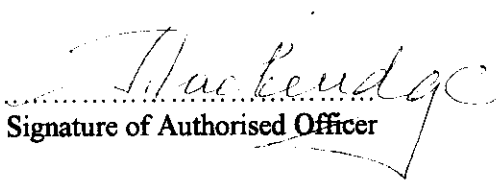
Schedule of Lots, etc. affected

Lots Burdened

Lot 4 in DP 879223

Lots Benefited

Lot 3 in DP 879223


Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 9 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

PART 2

A Dictionary

The following are definitions in respect of defined words used in part 2 of this instrument:

Act is the *Strata Schemes (Leasehold Development) Act 1986*.

Authorised Users is every person authorised by the Grantee for the purposes of any easement created by this instrument (including, without limitation, the Grantee's tenants, employees, agents, contractors and licensees).

Council is the Council of the City of Sydney.

Governmental Agency is any government, semi or local government, statutory, public or other authority.

Grantee is:

- (a) the owner of an estate in fee simple of a lot benefited; and
- (b) the owners corporation and any lessee under a lot lease in a leasehold strata scheme registered (in respect of a lot benefited) under the Act; and
- (c) any person taking an interest from the persons referred to in clauses (a) and (b).

Where applicable, Grantee includes an authority benefited.

Grantor is:

- (a) the owner of an estate in fee simple of a lot burdened; and
- (b) the owners corporation and any lessee under a lot lease in a leasehold strata scheme registered (in respect of a lot burdened) under the Act.

If a leasehold strata Plan is registered over a lot burdened, a reference to the Grantor's nominee in an easement means a person appointed by the owners corporation established on registration of that Plan.

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Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 10 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

Plan is the plan of subdivision to which this instrument relates.

Strata Management Statement is a strata management statement registered according to Division 5A of the Act applying to any of the lots in the Plan.

The Wharf is the building constructed on the lots in the Plan.

B Interpretation

The terms of 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)

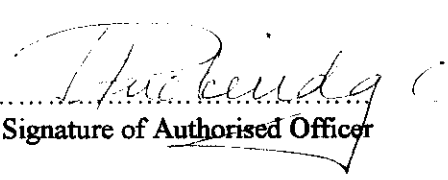
to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements in this instrument.

1 Terms of Easement for Support and Shelter numbered one in the Plan

- 1.1 An easement for support and shelter in the terms of section 8(1)(c), (d) and (e) of the Act is created.
- 1.2 If a Strata Management Statement is registered and an easement for support is created under the Act, this easement lapses without further assurance while that Strata Management Statement remains registered.

2 Terms of Easement for Services numbered two in the Plan

- 2.1 An easement for services in the terms of section 9 of the Act is created in respect of all wires, cables, pipes, conduits, equipment, grease traps and other structures and things relating to services (as defined in that section) which, at the later of the time of registration of this instrument or a Strata Management Statement, pass through or are situated in the lot burdened and service the lot benefited.


Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 11 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

2.2 The provisions of schedule 1 of the Act are varied as follows:

- (a) except in an emergency, the Grantee or Authorised User must give to the Grantor or its nominee not less than 48 hours notice of the intention to enter the lot burdened;
- (b) if required by the Grantor, when exercising access rights the Grantee or Authorised User must be accompanied by, and comply with the directions of, the Grantor's nominee;
- (c) in an emergency, the Grantee or Authorised User must give the Grantor notice of access, if practicable; and
- (d) the Grantee or Authorised User must cause as little inconvenience and interruption as is practicable to services or the usual activities carried out on the lot burdened.

2.3 The Grantor may make reasonable rules about the use of the site of this easement by the Grantee and Authorised Users. The rules must be consistent with this easement and the Strata Management Statement. This easement or the Strata Management Statement prevail to the extent of any inconsistency between them and rules made by the Grantor.

2.4 When they exercise their rights under this easement, the Grantee and Authorised Users must:

- (a) ensure that any person carrying out works on their behalf is qualified to do those works;
- (b) comply with rules made by the Grantor according to clause 2.3.

2.5 If a Strata Management Statement regulates the use of or apportions costs in relation to this easement and there is an inconsistency between the Strata Management Statement and this easement, the Strata Management Statement prevails to the extent of the inconsistency.

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Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 12 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

3 Terms of Right of Carriageway "A" and "C" numbered three and five in the Plan

3.1 Subject to the conditions in this easement, the Grantor grants the right for the Grantee and Authorised Users to enter, pass and repass to and from the lot benefited over that part of the lot burdened marked Right of Carriageway "A" and "C" (respectively) on the Plan:

- (a) at all times;
- (b) for all lawful purposes; and
- (c) by a vehicle that is not than 2.1 metres high or more than 2.5 tonnes TARE weight.

3.2 The Grantor may make reasonable rules about the use of the site of this easement by the Grantee and Authorised Users. The rules must be consistent with this easement and the Strata Management Statement. This easement or the Strata Management Statement prevail to the extent of any inconsistency between them and rules made by the Grantor.

3.3 The Grantee and Authorised Users must comply with rules made by the Grantor according to clause 3.2 when they exercise their rights or perform their obligations under this easement.

3.4 The Grantee and Authorised Users must not:

- (a) park or stand a motor vehicle or trailer on the lot burdened; or
- (b) obstruct the use of the lot burdened.

3.5 If a Strata Management Statement regulates the use of or apportions costs in relation to this easement and there is an inconsistency between the Strata Management Statement and this easement, the Strata Management Statement prevails to the extent of the inconsistency.

4 Terms of Right of Carriageway "B" numbered four in the Plan

4.1 Subject to the conditions in this easement, the Grantor grants the right for the Grantee and Authorised Users to enter, pass and repass over that part of the lot burdened marked Right of Carriageway "B" on the Plan:

- (a) for the purpose of delivering and removing goods and items from the lot benefited;

.....
Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 13 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

- (b) by a vehicle that is not more than 3.6 metres high or more than 16 tonnes gross weight; and
 - (c) during the hours specified in this easement.
- 4.2 The Grantor may make reasonable rules about the use of the site of this easement by the Grantee and Authorised Users. The rules must be consistent with this easement and the Strata Management Statement. This easement or the Strata Management Statement prevail to the extent of any inconsistency between them and rules made by the Grantor.
- 4.3 The Grantee and Authorised Users must comply with rules made by the Grantor according to clause 4.2 when they exercise their rights and perform their obligations under this easement.
- 4.4 The Grantee and Authorised Users may exercise their rights and perform their obligations under this easement only between the hours of:
 - (a) 8.00am to 5.00pm Mondays to Fridays; and
 - (b) 10.00am to 4.00pm Saturdays and Sundays and public holidays in New South Wales.
- 4.5 The Grantee and Authorised Users must not:
 - (a) park or stand a motor vehicle or trailer on or obstruct use of the lot burdened other than when loading or unloading goods and items in the area immediately adjacent to the lot benefited; or
 - (b) litter, soil or damage the site of this easement.
- 4.6 If a Strata Management Statement regulates the use of or apportions costs in relation to this easement and there is inconsistency between the Strata Management Statement and this easement, the Strata Management Statement prevails to the extent of the inconsistency.

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Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 14 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

5 Terms of Right of Footway "D" variable width numbered six in the Plan

- 5.1 Subject to the conditions in this easement, the Grantor grants to the Grantee and Authorised Users the right to pass and repass over the parts of the lot burdened marked Right of Footway "D" variable width on the Plan for the purpose of passing through the lot burdened (and to remain for a reasonable period on those parts of the lot burdened on which have been constructed viewing or site platforms or structures):
- (a) on foot;
 - (b) with wheelchairs or other disabled access aids; and
 - (c) without animals (but exempting guide dogs or hearing dogs for the visually or hearing impaired) or vehicles.
- 5.2 The Grantor, acting reasonably (and having proper regard to the nature of use or activity carried out on the lot burdened), may remove (or refuse entry to) any person entitled to exercise a right under this easement if that person:
- (a) is not adequately clothed;
 - (b) is drunk or under the influence of illegal drugs; or
 - (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the lot burdened.
- 5.3 The Grantee and Authorised User must cause as little inconvenience as practicable to the Grantor and any occupier of the lot burdened when they exercise their rights and perform their obligations under this easement.
- 5.4 The Grantee and Authorised Users must not soil or damage the site of this easement.
- 5.5 The Grantee and Authorised Users must properly dispose of litter either by depositing it in the receptacles provided on the lot burdened or removing it from the lot burdened.
- 5.6 The Grantee and Authorised Users may not exercise their rights under this easement during any period in which Council agrees with the Grantor to restrict access over the site of this easement.

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Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 15 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

- 6 Terms of Right of Footway "E", "I" variable width and "Q" numbered seven, eleven and twenty-two in the Plan**
- 6.1 Subject to the conditions in this easement, the Grantor grants to the Grantee and Authorised Users the right to pass and repass over the parts of the lot burdened marked Right of Footway "E" variable width, Right of Footway "I" variable width and Right of Footway "Q" (respectively) on the Plan for the purpose of passing through the lot burdened:
- (a) on foot;
 - (b) with wheelchairs or other disabled access aids;
 - (c) without animals (but exempting guide dogs or hearing dogs for the visually or hearing impaired) or vehicles; and
 - (d) when passing through the lot burdened to gain access to plant rooms, with or without tools.
- 6.2 The Grantor may make reasonable rules about the use of the site of this easement by the Grantee and Authorised Users. The rules must be consistent with this easement and the Strata Management Statement. This easement or the Strata Management Statement prevail to the extent of any inconsistency between them and rules made by the Grantor.
- 6.3 The Grantor, acting reasonably (and having proper regard to the nature of use or activity carried out on the lot burdened), may remove (or refuse entry to) any person entitled to exercise a right under this easement if that person:
- (a) is not adequately clothed;
 - (b) is drunk or under the influence of illegal drugs; or
 - (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the lot burdened.
- 6.4 When they exercise their rights and comply with their obligations under this easement, the Grantee or Authorised User must:
- (a) cause as little inconvenience as practicable to the Grantor and occupiers of the lot burdened; and

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Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 16 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

- (b) comply with any rules made by the Grantor according to clause 6.2.
- 6.5 The Grantee and Authorised Users must properly dispose of litter either by depositing it in the receptacles provided on the lot burdened or removing it from the lot burdened.
- 6.6 If a Strata Management Statement regulates the use of or apportions costs in relation to this easement and there is an inconsistency between the Strata Management Statement and this easement, the Strata Management Statement prevails to the extent of the inconsistency.
- 7 Terms of Right of Footway "F" variable width and "R" numbered eight and twenty-three in the Plan**
- 7.1 Subject to the conditions in this easement, the Grantor grants to the Grantee and Authorised Users the right to pass and repass over the parts of the lot burdened marked Right of Footway "F" variable width and Right of Footway "R" (respectively) on the Plan for the purpose of passing through the lot burdened:
 - (a) on foot;
 - (b) with garbage and recyclable materials;
 - (c) with garbage receptacles and receptacles for recyclable materials;
 - (d) with trolleys;
 - (e) with wheelchairs or other disabled access aids; and
 - (f) without animals (but exempting guide dogs or hearing dogs for the visually or hearing impaired) or vehicles.
- 7.2 The Grantor may make reasonable rules about the use of the site of this easement by the Grantee and Authorised Users. The rules must be consistent with this easement and the Strata Management Statement. This easement or the Strata Management Statement prevail to the extent of any inconsistency between them and rules made by the Grantor.
- 7.3 The Grantor, acting reasonably, (and having proper regard to the nature of use or activity carried out on the lot burdened), may remove (or refuse entry to) any person entitled to exercise a right under this easement if that person:

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Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 17 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

- (a) is not adequately clothed;
 - (b) is drunk or under the influence of illegal drugs; or
 - (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the lot burdened.
- 7.4 When they exercise their rights and comply with their obligations under this easement, the Grantee or Authorised User must:
- (a) immediately remove and clean up any garbage or recyclable materials spilt in the site of this easement;
 - (b) cause as little inconvenience as practicable to the Grantor and occupiers of the lot burdened; and
 - (c) comply with any rules made by the Grantor according to clause 7.2.
- 7.5 If a Strata Management Statement regulates the use of or apportions costs in relation to this easement and there is an inconsistency between the Strata Management Statement and this easement, the Strata Management Statement prevails to the extent of the inconsistency.
- 8 Terms of Right of Footway "G" variable width numbered nine in the Plan**
- 8.1 Subject to the conditions in this easement, the Grantor grants to the Grantee and Authorised Users the right to pass and repass over the parts of the lot burdened marked Right of Footway "G" variable width on the Plan for the purpose of passing through the lot burdened:
- (a) on foot;
 - (b) with wheelchairs or other disabled access aids; and
 - (c) without animals (but exempting guide dogs or hearing dogs for the visually or hearing impaired) or vehicles.
- 8.2 The Grantor may make reasonable rules about the use of the site of this easement by the Grantee and Authorised Users. The rules must be consistent with this easement and the Strata Management Statement. This easement or the Strata Management Statement prevail to the extent of any inconsistency between them and rules made by the Grantor.

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Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 18 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

- 8.3 The Grantor, acting reasonably (and having proper regard to the nature of use or activity carried out on the lot burdened), may remove (or refuse entry to) any person entitled to exercise a right under this easement if that person:
- (a) is not adequately clothed;
 - (b) is drunk or under the influence of illegal drugs; or
 - (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the lot burdened.
- 8.4 The Grantor may place plants, furniture and decorative items that are readily movable in the site of this easement provided that those plants, furniture or decorative items do not unreasonably obstruct:
- (a) the site of this easement; or
 - (b) the Grantee or Authorised Users exercising their rights or performing their obligations under this easement.
- 8.5 When they exercise their rights and perform their obligations under this easement, the Grantee or Authorised User must:
- (a) cause as little inconvenience as practicable to the Grantor and any occupier of the lot burdened; and
 - (b) comply with rules made by the Grantor according to clause 8.2.
- 8.6 The Grantee and Authorised Users may exercise their rights and comply with their obligations under this easement at any time.
- 8.7 The Grantee and Authorised Users must not litter, soil or damage the site of this easement.
- 8.8 If a Strata Management Statement regulates the use of or apportions costs in relation to this easement and there is an inconsistency between the Strata Management Statement and this easement, the Strata Management Statement prevails to the extent of the inconsistency.

.....
Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

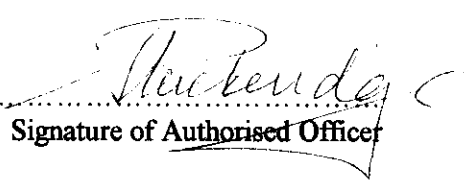
Sheet 19 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

9 Terms of Easement for Passive Recreation "H" numbered ten in the Plan

- 9.1 Subject to the conditions in this easement, the Grantor grants to the Grantee and Authorised Users an easement for passive recreation for use in common with the Grantor over the part of the lot burdened marked Easement for Passive Recreation "H" on the Plan.
- 9.2 The Grantor may make reasonable rules about the use of the site of this easement by the Grantee and Authorised Users. The rules must be consistent with this easement and the Strata Management Statement. This easement or the Strata Management Statement prevail if there is an inconsistency between them and rules made by the Grantor.
- 9.3 The Grantor, acting reasonably, may:
- (a) place furniture, indoor plants and other items on the lot burdened and the site of the easement for passive recreation purposes; and
 - (b) determine the type, quality and location of furniture, indoor plants and other items on the lot burdened and the site of the easement for passive recreation purposes.
- 9.4 The Grantee and Authorised Users must comply with rules made by the Grantor according to clause 9.2 when they exercise their rights and perform their obligations under this easement.
- 9.5 The Grantee and Authorised Users may exercise rights under this easement only between the hours of:
- (a) 7.00am to 10.00pm Monday to Friday inclusive; and
 - (b) 9.00am to 9.00pm Saturday, Sunday and public holidays
- or during other hours permitted by the Grantor acting reasonably.
- 9.6 When exercising their rights under this easement, the Grantee and Authorised Users must not:
- (a) behave in a manner which is likely to cause a nuisance or disturb, offend or alarm persons on the lot burdened;


Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 20 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

- (b) permit a child in the care or control of the Authorised User to remain on the site of this easement unless the child is under the immediate and effective control of the Authorised User;
 - (c) remain on the site of this easement if the Authorised User is drunk, under the influence of illegal drugs or inadequately clothed;
 - (d) play games (other than card games or board games), sleep or eat within the site of this easement;
 - (e) litter, soil or damage the site of the easement; or
 - (f) exercise rights under this easement in a manner which does or may materially adversely affect the owners or occupiers in the lot burdened.
- 9.7 If a Strata Management Statement regulates the use of or apportions costs in relation to this easement and there is an inconsistency between the Strata Management and this easement, the Strata Management Statement prevails to the extent of the inconsistency.
- 10 Terms of Easement for Emergency Egress numbered twelve in the Plan**
- The Grantor grants the right for the Grantee and Authorised Users to enter and pass through those parts of the lot burdened comprising fire stairs and fire exit corridors accessible to the Grantee and Authorised Users for the purpose of evacuating the lot burdened in an emergency or for fire drill purposes.
- 11 Terms of Easement for Access "J" numbered thirteen in the Plan**
- 11.1 Subject to the conditions in this easement, the Grantor grants the right for the Grantee and Authorised Users to enter and remain (for the period reasonably necessary), pass and repass over that part of the lot burdened shown on the Plan:
- (a) for the purpose of collecting garbage and recyclable materials from lot 3;
 - (b) with a vehicle that is not more than 3.6 metres high or more than 16 tonnes gross weight; and
 - (c) during the hours specified in this easement.

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Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 21 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

- 11.2 The Grantor may make reasonable rules about the use of the site of this easement by the Grantee and Authorised Users. The rules must be consistent with this easement and the Strata Management Statement. This easement or the Strata Management Statement prevail to the extent of any inconsistency between them and rules made by the Grantor.
- 11.3 The Grantee and Authorised Users must comply with rules made by the Grantor according to clause 11.2 when they exercise their rights and perform their obligations under this easement.
- 11.4 The Grantee and Authorised Users may exercise their rights and perform their obligations under this easement only between the hours of:
- (a) 8.00am to 5.00pm Mondays to Fridays; and
 - (b) 10.00am to 4.00pm Saturdays and Sundays and public holidays in New South Wales.
- 11.5 The Grantee and Authorised Users must not:
- (a) park or stand a motor vehicle or trailer on or obstruct use of the lot burdened other than when collecting garbage and recyclable material in the area immediately adjacent to lot 3; or
 - (b) litter, soil or damage the site of this easement.
- 11.6 If a Strata Management Statement regulates the use of or apportions costs in relation to this easement and there is inconsistency between the Strata Management Statement and this easement, the Strata Management Statement prevails to the extent of the inconsistency.
- 12 Terms of Easement for Ventilation Plant and Equipment "K" numbered fourteen in the Plan**
- 12.1 Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users the right to install, operate and retain on the part of the lot burdened marked Easement for Ventilation Plant and Equipment "K" on the Plan fans, motors, motor housings, equipment, wires, pipes, cables and conduits ("Works") for the purposes of ventilating the lot benefited.

.....
Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 22 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

- 12.2 The Grantor may make reasonable rules about the use of the site of this easement by the Grantee and Authorised Users. The rules must be consistent with this easement and the Strata Management Statement. This easement or the Strata Management Statement prevail to the extent of any inconsistency between them and rules made by the Grantor.
- 12.3 The Grantee and Authorised Users must properly maintain and service (and, when necessary, repair or replace) the Works.
- 12.4 When they exercise their rights and perform their obligations under this easement, the Grantee or Authorised User must:
- (a) ensure that all work is done properly and in accordance with any requirements of Government Agencies;
 - (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the lot burdened;
 - (c) cause as little damage as is practicable to the lot burdened and any improvements on it;
 - (d) if damage is caused, restore the lot burdened as nearly as practicable to the condition it was in before the damage occurred; and
 - (e) comply with rules made by the Grantor according to clause 12.2.
- 12.5 Except when urgent maintenance is required, the Grantee or an Authorised User must:
- (a) give the Grantor or its nominee reasonable notice of their intention to enter the lot burdened to exercise their rights and perform their obligations under this easement; and
 - (b) enter the lot burdened only between the hours of 9.00am to 5.00pm Monday to Friday or during other times reasonably agreed by the Grantor.
- 12.6 If the lot benefited is subdivided by a strata plan under the Act, while the strata plan exists the rights conferred by this easement may be exercised only by the owners corporation established by registration of the strata plan.


Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

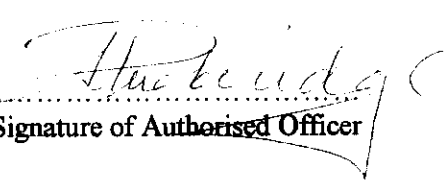
Lengths are in metres

Sheet 23 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

- 12.7 If a Strata Management Statement regulates the use of or apportions costs in relation to this easement and there is inconsistency between the Strata Management Statement and this easement, the Strata Management Statement prevails to the extent of the inconsistency.
- 13 Terms of Easement for Access to Plant and Structures "L" and "T" numbered fifteen and twenty-five in the Plan**
- 13.1 Subject to the conditions in this easement, the Grantor grants the right for the Grantee and Authorised Users to enter, pass over and remain (for the period reasonably necessary) on the part of the lot burdened marked Easement for Access to Plant and Structures "L" and "T"(respectively) on the Plan for the purposes of permitting the Grantee or an Authorised User to inspect, service, repair and replace plant or structures under a right conferred by this instrument or which the Grantee owns:
- (a) on foot only; and
 - (b) with or without materials, tools and equipment.
- 13.2 The Grantor may make reasonable rules about the use of the site of this easement by the Grantee and Authorised Users. The rules must be consistent with this easement and the Strata Management Statement. This easement or the Strata Management Statement prevail to the extent of any inconsistency between them and rules made by the Grantor.
- 13.3 When they exercise their rights and perform their obligations under this easement, the Grantee or Authorised User must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the lot burdened;
 - (b) cause as little damage as is practicable to the lot burdened and any improvements on it;
 - (c) if damage is caused, restore the lot burdened as nearly as practicable to the condition it was in before the damage occurred; and
 - (d) comply with rules made by the Grantor according to clause 13.2.


Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 24 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

- 13.4 Except when urgent maintenance is required, the Grantee or an Authorised User must:
- (a) give the Grantor or its nominee reasonable notice of intention to enter the lot burdened; and
 - (b) enter the lot burdened only between the hours of 9.00am to 5.00pm on Monday to Friday or during other times reasonably agreed by the Grantor.
- 13.5 If lots 2, 4 or 6 of the lots benefited are subdivided by strata plan under the Act, while that strata plan exists the rights conferred by this easement may be exercised only by the owners corporation established by registration of that strata plan.
- 13.6 If a Strata Management Statement regulates the use of or apportions costs in relation to this easement and there is inconsistency between the Strata Management Statement and this easement, the Strata Management Statement prevails to the extent of the inconsistency.
- 14 Terms of Easement for Use of Lifts "M", "N" and "O" numbered sixteen to eighteen (Inclusive) in the Plan**
- 14.1 Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users the right to use, in common with the Grantor, the lift in those parts of the lot burdened marked Easement for Use of Lifts "M", "N" and "O" (respectively) on the Plan.
- 14.2 The Grantor may make reasonable rules about the use of the site of this easement by the Grantee and Authorised Users. The rules must be consistent with this easement and the Strata Management Statement. This easement or the Strata Management Statement prevail to the extent of any inconsistency between them and rules made by the Grantor.
- 14.3 The Grantor may temporarily suspend access to, and use of, the lift in an emergency or for maintenance purposes on the following conditions:
- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the lift by notice posted on or near the lift; and
 - (b) the Grantor must act reasonably.

.....

Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 25 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

- 14.4 The Grantor may install and operate in the lift a security system which prevents the operation of the lift to the levels of The Wharf which the Grantee or Authorised Users are not entitled to access via the lift. If the Grantor installs a security system, the Grantor must issue to the Grantee and Authorised Users (at their cost) the lift key or security devices to operate the lifts between levels permitted under this easement.
- 14.5 Each Grantees and Authorised User may exercise their rights under this easement only between levels 1 and 2 of The Wharf.
- 14.6 The Grantee and Authorised Users must comply with rules made by the Grantor according to clause 14.2 when they exercise their rights and perform their obligations under this easement.
- 14.7 If a Strata Management Statement regulates the use of or apportions costs in relation to this easement and there is an inconsistency between the Strata Management Statement and this easement, the Strata Management Statement prevails to the extent of the inconsistency.
- 15 Terms of Easement for Use of Lifts "P" numbered nineteen in the Plan**
- 15.1 Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users the right to use, in common with the Grantor, the lift in those parts of the lot burdened on levels 1 and 2 marked Easement for Use of Lifts "P" on the Plan.
- 15.2 The Grantor may make reasonable rules about the use of the site of this easement by the Grantee and Authorised Users. The rules must be consistent with this easement and the Strata Management Statement. This easement or the Strata Management Statement prevail to the extent of any inconsistency between them and rules made by the Grantor.
- 15.3 The Grantor may temporarily suspend access to, and use of, the lift in an emergency or for maintenance purposes on the following conditions:
- (a) except in an emergency, only during the periods that the swimming pool and gymnasium in the lot benefited are not open for use by the Grantee or Authorised Users; and
 - (b) the Grantor must act reasonably.

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Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 26 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

15.4 The Grantor may install and operate in the lift a security system which prevents the operation of the lift to the levels of The Wharf which the Grantee or Authorised Users are not entitled to access via the lift. If the Grantor installs a security system, the Grantor must issue to the Grantee and Authorised Users (at their cost) the lift key or security devices to operate the lifts between levels permitted under this easement.

15.5 If a Strata Management Statement regulates the use of or apportions costs in relation to this easement and there is inconsistency between the Strata Management Statement and this easement, the Strata Management Statement prevails to the extent of the inconsistency.

16 Terms of Restriction on Use numbered twenty in the Plan

16.1 The owner of the lot burdened must not use the lot burdened other than for residential use without the prior written consent of Council.

16.2 If the lot burdened identified in the first column of the following table is subdivided by the strata plan identified in the second column opposite the lot burdened, this restriction on use is released from the lot burdened except for so much of the land referred to in the third column (opposite the relevant strata plan number). The restriction on use will continue to burden the lots burdened in the third column (opposite the relevant strata plan number:

Column 1 Lot burdened in this Plan	Column 2 Strata plan number	Column 3 Lot burdened in strata plan
4	61618	Each lot excluding common property
5	61771	Lots 1 to 10 (inclusive) excluding common property
6	61619	Each lot excluding common property

16.3 Council is the authority empowered to release, vary or modify this Restriction on Use.


Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 27 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

17 Terms of Restriction on Use numbered twenty-one in the Plan

17.1 The owner of the lot burdened must not use the lot burdened other than for the parking of motor vehicles in conjunction with the use of a lot (other than a utility lot) in:

- (a) this Plan;
- (b) lot 2 in DP 879222;
- (c) lot 2 in DP 879223; or
- (d) a strata plan under the Act which subdivides (or has subdivided) a lot in (a), (b) or (c).

17.2 If the lot burdened identified in the first column of the following table is subdivided by the strata plan identified in the second column opposite the lot burdened, this restriction on use is released from the lot burdened except for so much of the land referred to in the third column (opposite the relevant strata plan number). The restriction on use will continue to burden the lots in the third column (opposite the relevant strata plan number):

Column 1 Lot burdened in this Plan	Column 2 Strata plan number	Column 3 Lot burdened in strata plan
2	61770	Each lot excluding common property
5	61771	Lots 11 to 30 (inclusive) excluding common property

17.3 Council is the authority empowered to release, vary or modify this Restriction on Use.

18 Terms of Easement for Hot Water Plant "S" numbered twenty-four in the Plan

18.1 Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users the right to install, operate and retain on the part of the lot burdened marked Easement for Hot Water Plant "S" on the Plan:

- (a) hot water tanks;

.....
Signature of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 28 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

- (b) hot water heaters;
 - (c) pumps; and
 - (d) associated equipment including, without limitation, wires, pipes, cable and conduits
- ("Works") for the purposes of heating water and providing heated water to the Grantee and Authorised Users.**
- 18.2 The Grantor may make reasonable rules about the use of the site of this easement by the Grantee and Authorised Users. The rules must be consistent with this easement and the Strata Management Statement. This easement or the Strata Management Statement prevail to the extent of any inconsistency between them and rules made by the Grantor.
- 18.3 The Grantee and Authorised Users must properly maintain and service (and, when necessary, repair or replace) the Works.
- 18.4 When they exercise their rights and perform their obligations under this easement, the Grantee or Authorised User must:
- (a) ensure that all work is done properly and in accordance with any requirements of Government Agencies;
 - (b) cause as little inconvenience as is practicable to the Grantor and an occupier of the lot burdened;
 - (c) cause as little damage as is practicable to the lot burdened and any improvements on it;
 - (d) if damage is caused, restore the lot burdened as nearly as practicable to the condition it was in before the damage occurred; and
 - (e) comply with rules made by the Grantor according to clause 18.2.
- 18.5 Except when urgent maintenance is required, the Grantee or an Authorised User must:
- (a) give the Grantor or its nominee reasonable notice of their intention to enter the lot burdened to exercise their rights and perform their obligations under this easement; and

.....
Signature of Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919**

Lengths are in metres

Sheet 29 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

- (b) enter the lot burdened only between the hours of 9.00am to 5.00pm Monday to Friday or during other times reasonably agreed by the Grantor.
- 18.6 If either of the lots benefited are subdivided by strata plan under the Act, while that strata plan exists the rights conferred by this easement may be exercised only by the owners corporation established by registration of that strata plan.
- 18.7 If a Strata Management Statement regulates the use of or apportions costs in relation to this easement and there is an inconsistency between the Strata Management Statement and this easement, the Strata Management Statement prevails to the extent of the inconsistency.

.....
Signature of Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919**

Lengths are in metres

Sheet 30 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

Execution

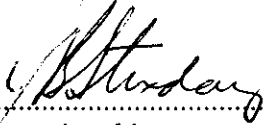
**SIGNED by JOHN BRUCE STURDAY)
as attorney for MARINE MINISTERIAL)
HOLDING CORPORATION under)
power of attorney registered book 4209 no.)
680 in the presence of:)**


Signature of witness)

ZENON MICHAJEWICZ
Name of witness (block letters))

6/207 Kent St Sydney
Address of witness)

Executive Director
Occupation of witness)


By executing this agreement the attorney
states that the attorney has received no
notice of revocation of the power of attorney

.....
Signature of Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919**

Lengths are in metres

Sheet 31 of 31 sheets

DP1007565

Subdivision covered by Department of
Urban Affairs
Planning Certificate No.
dated

SIGNED by SILVANA PICKERING)
as attorney for **COUNCIL OF THE CITY**)
OF SYDNEY under power of attorney)
registered book 4174)
no. 603)
in the presence of:)

IL. [Signature])
Signature of witness)

KATHERINE JANE WILLIAMS)
Name of witness (block letters))

456 KENT ST SYDNEY)
Address of witness)

SOLICITOR)
Occupation of witness)

[Signature]
By executing this agreement the attorney
states that the attorney has received no
notice of revocation of the power of attorney



.....
Signature of Authorised Officer

Form: 97-07L
Licence: 026CN/0537/96

LEASE
New South Wales
Real Property Act 1900

6489627 U



Instructions for filling out
this form are available
from the Land Titles
Office

Office of State Revenue use only



(A) PROPERTY LEASED

Show no more than
20 titles.
If appropriate, specify
the part or premises.

Folio Identifier 8/SP61618

(B) LODGED BY

LTO Box	Name, Address or DX and Telephone
41J	Mallesons Stephen Jaques DX 113 Sydney (02) 9296 2000
	REFERENCE (15 character maximum): 0591346.01

(C) LESSOR Marine Ministerial Holding Corporation

(D) The lessor leases to the lessee the property described above.
Encumbrances (if applicable) 1. 2. 3. 4.

(E) LESSEE

L	The Wharf at Woolloomooloo Pty Limited (ACN 067 452 751)
	TENANCY:

(F)

(G) 1. TERM: 99 years

2. **COMMENCING DATE:** The date of registration of Strata Plan No. 61618 19 JAN 2000

3. **TERMINATING DATE:** 99 years less one day after the Commencing Date 18 JAN 2099

4. ~~With an OPTION TO RENEW~~ for a period of _____ set out in

5. ~~With an OPTION TO PURCHASE~~ set out in

6. ~~Together with and reserving the RIGHTS~~ set out in

7. ~~Incorporates the provisions set out in ANNEXURE~~ hereto.

8. Incorporates the provisions set out in MEMORANDUM No. 6311098

filed in the Land Titles Office.

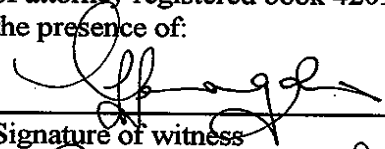
CHECKED BY (LTO use)

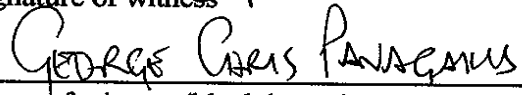
(H) DATE **17 DEC 1999**

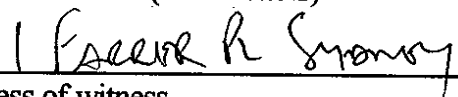
We certify this dealing correct for the purposes of the Real Property Act 1900.

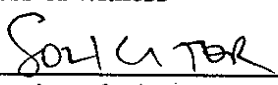
EXECUTED as a deed

SIGNED, SEALED AND DELIVERED
by **ANTHONY PATRICK MORRISON**
as attorney for **MARINE MINISTERIAL**
HOLDING CORPORATION under power
of attorney registered book 4209 no. 680 in
the presence of:


Signature of witness


Name of witness (block letters)


Address of witness


Occupation of witness

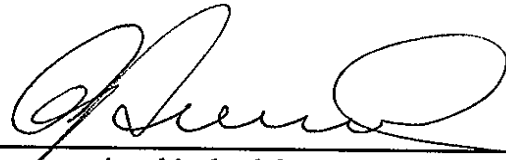
SIGNED by **MICHAEL GERARD**
ALLEN as attorney for **THE WHARF AT**
WOOLLOOMOOLOO PTY LIMITED
(ACN 067 452 751) under power of attorney
registered book 4249 no. 191 in the presence
of:



Signature of witness

ALEXANDRA NOBLE
Name of witness (block letters)

1 Farrer Place, Sydney NSW 2000
Address of witness

Secretary
Occupation of witness


By executing this deed the attorney states that
the attorney has received no notice of
revocation of the power of attorney


By executing this agreement the attorney states
that the attorney has received no notice of
revocation of the power of attorney